



BRIGHAM YOUNG UNIVERSITY - HAWAII (BYUH)
FARMER'S MARKET (FOOD VENDORS)

1. **Agreement**

See section 19 for email to submit contract, all supporting documents and images of product

PART 1: VENDOR			BYUHVS # 80000-	
Company Name or DBA:				
Contact First Name	Contact Last Name	Application Date		
Telephone	E-mail	Request/Paid for extra: (in addition to 1 table and 2 chairs provided) _____ Tables _____ Chairs		
Address:		City	State	Zip
PART 2: VENDOR PRODUCT INFORMATION				
LIST ALL ITEMS TO BE SOLD (<i>ITEMS SUBJECT TO APPROVAL NO DUPLICATE ITEMS FROM OTHER TRUCKS OR SEASIDER</i>) **IF NOT LISTED ADDITIONAL ITEMS CANNOT BE SOLD				
1.	8.			
2.	9.			
3.	10.			
4.	11.			
5.	12.			
6.	13.			
7.	14.			
USE SEPARATE SHEETS IF PRODUCTS SOLD EXCEED 14 ITEMS.				

2. **ASSIGNMENT OF SPACE LOCATION ON CAMPUS**

Space and location will be determined by BYUH Food Services

Assigned location: Aloha Plaza (as assigned by BYUH Food Service)

Map of location will be provided on a separate form.

- No trucks are permitted within 10 feet of a building at any time.
- If multiple trucks and trailers are being used, they must be separated from one another by a minimum of 10 feet. Additional fee may be applied if using multiple trucks/trailer.
- Trucks or other equipment cannot obstruct fire lanes, fire hydrants, fire department connections or required egress paths, sidewalks or crosswalks.
- Park away from dangerous combustibles.

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- Safety cones or barricades used to block area will be provided by BYUH and are not allowed to be used or moved at any time by Vendor.

3. **DATES AND HOURS OF OPERATION**

Farmer's Market which is held in the Aloha Center Mall & The Aloha Plaza as noted:

Spring 2025 – May 23 & June 20

- Farmers Market hours of operation **10:30am-1:30pm**
- Set up time 8am – 10am. Breakdown and off campus by 3pm
- Vendor must be set up and ready for service 30 minutes prior to the start of Market
- The hours listed consist of opening, closing, preparation time, general operating hours, cleanup and breakdown

4. **BASE FEE AND CLEANING DEPOSIT:**

Base fee: Vendor agrees to pay BYUH Food Services a base semester fee in the amount of **10% of Vendor's gross revenue (less tax and tip) for transactions that occur on BYUH's campus.** Vendor will email full detailed POS (point of sales) sales report to email listed in section 19 **before 9 am the morning after each event date.** Base fees are non-refundable, submitted and paid to BYUH Food Service Accounting office (10 am – 1:30 pm) within 2 business days of event and after sales report is submitted. Additional penalties/fees will be assessed for failure to submit report and fee in said time.

- **Cleaning Deposit: \$100 (refundable)** due ten days prior (10 business days) to the event date and after application has been approved. Payment received at the Food Service Accounting Office located behind the Banyan Dining Hall. Deposit will be paid back to the vendor when the last payment is collected for the semester and the Food Service Manager has assessed and cleared vendor assigned area.
- Use of pop-up tents for service, vendor will be responsible to provide proper flooring to ensure no spillage, stains or damage is caused by vendor, equipment, cooking, oil, food, etc...
- Vendor is responsible for making sure that its assigned area is clean, presentable, orderly and that all garbage is properly disposed of off campus. Spillage of any sorts (e.g., liquid, food, waste, cooking or motor oil) by Vendor, Vendor's staff or Vendor's food truck will be the responsibility of Vendor. Vendors are required to properly, promptly and safely have spillage cleaned. Costs for damage to BYUH property or for use of BYUH resources to address uncleaned spillage may be deducted from the cleaning deposit. If the cleaning cost exceeds the deposit amount Vendor will be billed and responsible for paying the difference.

Cleaning deposit due date **April 25, 2025,** to BYUH Food Service Accounting office (10am-1:30pm)

The payment of the base fee shall be in addition to the cleaning deposit as described herein.

5. **POINT OF SALE (POS) SYSTEM**

Vendor is required to have a POS system in their truck/trailer or pop-up tent. All transactions **MUST** be done through Vendor's POS system (cash, credit card, debit card, apple pay, Venmo, cash app, etc.). POS system must be capable of running detailed daily, weekly, and monthly sales reports that track all gross income per day to show all business transactions product list and quantity sold as the base fee will be based upon Vendor's gross sales. Vendor will provide BYUH Food Services Retail Manager with a detailed sales report that vendor is responsible to email as stated in section 4.

6. **SALES TAX**

All required collection and remittance of government taxes is the sole responsibility of Vendor.

7. **RECEIPT OF APPLICATION**

Please review, sign and initial all areas required on application before submitting. Images of vendors' products being sold are required to be submitted with application. Email signed applications and images to email listed in section 18. Applications will be processed on a first-come, first-serve basis and must be received at **least ten business days prior to Farmer's Market.**

8. **CONTRACT ACCEPTANCE**

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Vendor agrees that unless and until BYUH accepts the Vendor application, it shall not be binding. When said application is properly accepted by BYUH and returned to Vendor, the terms thereof shall become contractually binding upon both BYUH and Vendor with respect to space assigned and use thereof. BYUH retains the right to lawfully refuse any applicant that it deems inappropriate. Furthermore, BYUH has the right to lawfully revoke any permits for non-compliance with university policies and procedures.

Upon receipt of the vendor application (properly filled out with product images) the vendor application and product will be under review. Vendors will be notified via email of approval or denial prior to the event. A confirmed space will then be assigned to the vendor by BYUH.

Tables will be labeled with vendors name to show assigned vendor space. Tables, chairs and assigned locations are not to be moved or changed at any time without Food Service Manager advance approval. Failure to follow these rules will result in termination of contract and will be used for review in any future events.

9. QUALIFYING PRODUCTS

Vendor may sell only items described under "Description of Approved Items" and approved in advance by BYUH Food Services. The sale, possession, or consumption of **any product(s) that contain alcohol, tea/coffee, Kava, tobacco, or drugs is prohibited**. Vendor is also prohibited from selling or displaying items that are sexual in nature or gang related. BYUH will request that Vendor remove such products immediately. BYUH has the right to evict Vendor and immediately terminate this agreement for noncompliance with this section.

____ (int) The sale or use of alcohol, smoking, vaping, kawa and other such items are prohibited while on campus. Vendor, their staff or family/friends assisting vendor will follow all guidelines and restrictions while on campus. Failure to follow university standards and guidelines will terminate vendors contract and any future participation on campus.

10. PERMITTED BEVERAGES

Any beverage, whether dispensed or not, offered by Vendor must be a Pepsi Beverage Company brand or a subsidiary product (including water, soft drinks, juices, etc.) bearing the Pepsi Brand or Pepsi Marks. **All beverages sold by Vendor must be sold at the same retail price as found on BYUH campus.** Vendor should submit a beverage list and size(s) to BYUH to obtain the appropriate pricing.

Exception- Hot chocolate, Hawaiian Sun Drinks, Otai, Vaifala and Horchata may be sold at specific locations with prior approval and must be listed under Vendor's food product information.

11. SETUP ____ (int)

Vendor must be

- READY for service as listed in section 3
- MUST remain open until closing hours as listed in section 3 with products to sell
- Keep the area clean during hours of operation
- Responsible for always maintaining the cleanliness of the Vendor area
- Completely cleaned up and off campus by listed operating hours in section 3
- Bring your own garbage can and properly dispose, off property, all waste collected

*All business or other activity, for which Vendor has been designated space, **must be conducted within the designated space only and as assigned.***

*No distribution, canvassing, flyers, nor vending of any kind may be done by walking the campus grounds **UNLESS** arrangements have been made in advance with BYUH Food Services.*

Setup Guidelines ____ (int)

- Vendor must have company logo posted clearly and legible on food truck/trailer.
- State Dept. of Health Card must be clearly posted on food truck.
- Food Truck must have proper Fire Extinguishers & not expired as required by HFD (K extinguisher & Dry Chemical extinguisher)
- No propane/gas are allowed to be in Food Truck (HFD guidelines)
- Fuel must be properly stored in a proper Gas Can (HFD guidelines)
- All compressed gas & generators must be secured to stationary object on food truck (HFD guidelines)

- Wheel chock must be placed on a minimum of one tire (HFD guidelines)
- The menu must be clearly posted with menu prices.
- Catering is not permitted on campus without prior approval by BYUH Food Service with proper permits and supporting documents.
- No additional equipment, vehicles, trailers, pop ups, tents, tables, chairs or signs are allowed outside of food truck/trailer unless prior approval has been made.
- Outdoor cooking is prohibited. All food must be cooked, prepared and contained in food truck/trailer only or brought in from support kitchen unless prior approval has been made by Food Service Manager.
- Only approved food truck/trailer is permitted in assigned stalls. No additional equipment allowed.
Personal vehicles must not park near or adjacent to food truck/trailer unless in an open marked stall.
- Personal or staff parking is not provided for Vendor. Please adhere to all posted parking signs on campus. Parking in the open parking lot (under the solar panels) is available but not reserved.
- Empty stalls/space between each vendor must always remain open and clear.
- Loading docks, if available, are allowed to be used for 10 minutes and only used for drop off and pick up only during set up time as listed in section 3. Vendors are limited to 10 minutes max. Loading docks are not available for parking, unloading/loading or storing of equipment.
- Generators must be properly stored, covered and contained during and after operating hours. Exterior generators must be kept within 5 feet of Vendor's food truck/trailer.
- Equipment or property owned by BYUH must not be used or moved by Vendor at any time.
- Vendors are prohibited to drive personal vehicles/carts in designated event areas.

12. **REQUIRED SUPPORTING DOCUMENTS**

Required Documents:

- Insurance – General Liability, Umbrella Liability & Workers Compensation (as listed in section 14)
- Insurance – Automobile Liability (as listed in section 14) for food truck, food trailer and personal vehicles used to tow food trailer. Food trailers must be registered to be on campus.
- Food Handlers Card/Certificate (must be current)
- State of Hawai'i Department of Health - Food Establishment Health Inspection Report and Pink Placard
- State of Hawaii Department of Health – Food Safety Green Placard
- State of Hawai'i – General Excise License (original)

13. **FOOD TRUCK INSPECTION**

BYUH reserves the right to inspect and monitor Vendor's operations including the hours of operation, prices, quality, appearance, cleanliness, state of repair of unit, staff dress, attitudes, customer services and general customer satisfaction. Inspections shall be conducted so as not to interfere with the normal operation of the service function. BYUH anticipates conducting inspections once on campus.

Food Truck/Trailer current registration is required to be on campus. Vendor is required to provide proof of current registration document to BYU-H. Insurance for truck and vehicle pulling trailer as listed in section 18

14. **ELECTRICAL/WATER SOURCE**

Electrical and water sources are **NOT** provided for food trucks/trailer or pop-up tents.

Vendor must provide its own generator.

15. **CLEAN UP OF AREA**

Responsibility of Vendor unsold product, emptied storage containers, trash, oil and wastewater must be removed from the area by Vendor.

16. **COMPLIMENTARY VOUCHERS**

Vendor will provide to BYUH a valid pass at no cost to the University **(2) meal vouchers** or as otherwise agreed upon for the purpose of evaluating the Vendor's service and **(2) meal vouchers** for promotional marketing when requested by the BYUH Food Services Retail Manager.

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17. LIMITATION OF LIABILITY, INDEMNIFICATION

BYUH, any of its employees or representatives of the event site, will not be responsible for any loss, injury or damage, including that by fire and/or theft, which may occur to Vendor or to his agents, or employees or to their property or wares, arising from any cause whatsoever, prior to, during, and subsequent to the services.

Vendor agrees to, and does hereby, indemnify, hold harmless, and defend BYUH, its officers, employees, volunteers, and agents (the "Indemnified Parties") from and against any and all claims, causes of action, liabilities, obligations, losses, damages (including punitive damages), settlement payments, costs and expenses (including reasonable attorney's fees), interest, awards, judgments, diminution in value, fines, fees, penalties, or other charges arising out of or relating to Vendor's services under this agreement ("Claims"), except to the extent that the Claims arise from the negligence, breach of this Agreement, violation of law, or willful misconduct of one or more of the Indemnified Parties.

18. INSURANCE

Vendor shall obtain and maintain during the services under this agreement insurance coverage at least as broad as the following:

- (i) *Commercial General Liability ("CGL")*: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, broad form property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000**. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit;
- (ii) *Automobile Liability*: ISO Form Number CA 00 01 covering any auto (Symbol 1), or if Vendor has no owned autos, covering hired, (Symbol 8) and non-owned autos (Symbol 9), with limit no less than \$1,000,000 Combined Single Limit for bodily injury and property damage;
- (iii) *Workers Compensation*: As required by the State of Hawaii, with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease; and
- (iv) *Umbrella or Excess Liability*: With bodily injury, personal injury, and broad form property damage liability coverage with each occurrence and general aggregate limits no less than \$1,000,000.

Vendor's liability policies are to name Brigham Young University–Hawaii, and its parent, subsidiary, and affiliated companies, including their respective directors, trustees, officers, employees and agents, as additional insureds and be written on a primary and non-contributory basis. Vendor shall furnish BYUH with certificates of insurance evidencing its compliance with the provisions of this section upon request.

Vendor hereby grants to BYUH a waiver of any right of subrogation which the workers compensation insurer of Vendor may acquire against BYUH by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not BYUH has received a waiver of subrogation endorsement from the insurer.

Insurance Certificate Holder and supporting Endorsement must be list BYUH as follows:

Brigham Young University Hawaii
BYU-H
55-220 Kulanui St
Laie, Hi 96762

19. CANCELLATIONS

All requests for cancellations must be made in writing and/or via phone directly to the BYUH Food Services Retail Manager no later than 1:30 p.m. on **April 25, 2025**.

20. TERMINATION

BYUH may terminate this agreement for any reason at any time with at least fourteen (14) days' notice to Vendor. Upon termination of the agreement per this provision, Vendor shall pay Vendor any remaining Base fee and remove any Vendor equipment from BYUH property, and Vendor and BYUH shall have no further obligations to each other.

21. ADHERENCE TO BYUH STANDARDS & GUIDELINES

Vendor and its staff must comply with applicable university policies, procedures, and instructions, as may be revised from time to time, including the [CES Honor Code](#) and [Dress and Grooming Principles and Expectations](#). All music played by Vendor must not interfere with the general operations of the university and must adhere to BYUH standards and guidelines.

____ (int) Vendor agrees to dress in compliance with BYUH Honor Code and Dress and Grooming Standards while on campus as a vendor.

22. CONTACT OR FURTHER INQUIRES:

Email – kaui.benson@byuh.edu or phone 808-675-3562

Mailing address- BYUH Food Services #1965, 55-220 Kulanui Street, Laie, HI 96762

I AFFIRM THAT I HAVE CAREFULLY READ THIS CONTRACT AND UNDERSTAND ITS CONTENTS AND PURPOSES AND AGREE TO ALL THE TERMS SET FORTH ABOVE AND TO PAY ALL ASSESSED CHARGES.

Vendor Signature: _____ **Date:** _____

Print name: _____

PART 3: VENDOR REQUIREMENTS (VENDOR TO INITIAL EACH ITEM)

Initial	Requirement
	▪ Base Fee and Cleaning Deposit due dates as noted above
	▪ BYUH General Rules – contract received, read, signed and submitted to FDS. ▪ Copy of contract received by Vendor.
	▪ I UNDERSTAND THAT ALL ARRANGEMENTS MUST BE MADE DIRECTLY WITH BYU-H Food Services Retail Manager ONLY. ALL OTHER ARRANGEMENTS WILL NOT BE HONORED.

LIABILITY AND CERTIFICATION (BYU OFFICE VERIFICATION OF DOCUMENTS)

	<input type="checkbox"/> Copy Required Insurance Policy Documents
	<input type="checkbox"/> Copy Required Current Registration truck/trailer/personal vehicle for towing trailer
	<input type="checkbox"/> Food Establishment Health Inspection Report and Pink Placard
	<input type="checkbox"/> State of Hawai'i Department of Health – Food Safety Green Placard
	<input type="checkbox"/> Food Safety / Food Handlers Certificate
	<input type="checkbox"/> Original General Excise license to BYU-Hawai'i Food Services

BYUH OFFICE USE ONLY

<input type="checkbox"/> Approved <input type="checkbox"/> Denied If denied, explain:	Date Approved:	Date Vendor Notified:
Comments: _____ Director Signature: _____		