

BRIGHAM YOUNG UNIVERSITY (BYU) VENDOR AGREEMENT/APPLICATION FOR GROWERS, BAKERS, & FARMERS MARKET VENDORS

THIS AGREEMENT is entered into this _____ day of _____ 201__ by and between Brigham Young University, a Utah nonprofit corporation and educational institution ("BYU") and "Vendor" identified below:

Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Cell Phone _____ Email _____

Social Security Number _____ or

Employer Identification Number _____

1. ASSIGNMENT OF CONTRACT or SHARING CONTRACTED SPACE

The decision of BYU with respect to allocation of booth space and products sold will be final and binding upon all Vendors. Vendors may not transfer or sublease the permit or booth to another person without proper approval from BYU, and the Vendor may not share such assigned space with any other vendor unless it is specifically approved in writing by BYU Concessions.

2. LOCATION AND DATES

The Farmers Market is scheduled to be held in the parking area at the south end of LaVell Edwards Stadium, from Aug 2nd through October 25th 2018. These dates are subject to change at BYU's sole discretion. Hours of operation are between 3:00pm and 7:00pm or dusk whichever is earlier. When dusk is not a factor, 7:00pm will be an approximate closing time based on the customer attendance at the market which will be determined by the BYU Farmers Market Manager. The Farmers Market will be held regardless of inclement weather with the exception of lightning. Full season Vendors are expected to sell at all listed events. Failure to sell at listed events will result in automatic loss of their original space assignment and BYU will thereafter assign vendor to an available space on a first come, first serve basis.

Circle event dates Vendor will commit to sell:

August 2nd 9th 16th 23rd 30th

September 6th 13th 20th 27th

October 4th 11th 18th 25th

If this application is submitted with full season payment before July 1st, Vendors may request their desired top three booth spaces. Booth space will be allocated at the discretion of BYU with due regard to grouping of Vendors and consideration to Vendor's space choices.

Vendor space # request (see attached map): (1) _____ (2) _____ (3) _____

3. FEES & DEPOSITS

Vendor fees are as outlined:

Growers*

\$10 per event for Vendors growing on less than one acre of land

\$20 per event for Vendors growing on greater than one acre to less than ten acres of land

\$30 per event for Vendors growing on greater than 10 acres of land

Bakers*

\$10 per event for bakers who qualify under the Utah Wholesome Food Act (in accordance with Utah Agricultural Code 4-5-9.5)

\$20 per event for bakers using a commercially licensed kitchen

Arts & Crafts*

\$20 per event for all craft booths

Food*

\$35 per event for cooked on site food

BYU has an exclusive beverage contract with Coca-Cola. Any beverage served shall comply with the Coca-Cola contract and be provided to the Vendor by BYU. BYU shall set the sales price for all beverages and the Vendor shall retain 10% of their beverage product sales revenue.

"Beverage Product Sales Revenue" is defined as the gross revenue received from vendor's sales of beverage products less applicable sales taxes.

*Note: **BYU Farmers Market Vendor check in ends at 2:45pm, no vendors will be allowed in the Market after this time.**

If season is paid in full by July 1st, Vendors will receive a 20% discount for the entire season and receive priority for booth space assignments. **All fees and deposits are non-refundable.**

Seasonal payers receive a reserved booth for the market season. Seasonal payers checking in between 2:30pm and 2:45pm, will be subject to booth reassignment for that week.

4. EQUIPMENT

Vendor is responsible to furnish all necessary equipment and materials in the designated booth space. Permitted generators that operate at less than 60 dBA shall be allowed in the general Market area. Vendor generators that operate at more than 60 dBA shall be placed at the end of the market. BYU reserves the right to disallow the use of any generator. Vendor shall not alter or install additional electrical hardware or equipment without prior written consent of BYU. No equipment shall be staked or attached to parking lot surface. Vendor will be liable for any damage caused to the parking lot surface and charges will be assessed to the vendor.

5. CONTRACT ACCEPTANCE

The Vendor agrees that unless and until BYU accepts this Vendor Agreement/Application, it shall not be binding. If and when this application is accepted by BYU and a full signed copy of the Vendor Agreement/Application is returned to the Vendor, it shall become binding upon both BYU and Vendor, with respect to space assigned and use thereof and all other matters included in the Contract and the Vendor Rules and Regulations (attached hereto and incorporated herein by reference as Exhibit "A"). BYU retains the right to refuse any applicant deemed not appropriate.

6. QUALIFYING PRODUCTS

All products sold at the designated event must be listed below and approved by BYU. Vendor certifies that their products sold are either grown or created by Vendor and if selling any arts and craft products, Vendor or his/her spouse, child, sibling, or parent must hold a current BYU ID Card. BYU will request that any Vendor in violation remove such products immediately. BYU may at its sole discretion refuse to permit any product or craft to be sold if it deems the product to inappropriate for any reason.

List of items grown or created to be sold:

1:	2:	3:
4:	5:	6:
7:	8:	9:
10:	11:	12:

7. SALES TAXES

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

8. REGULATORY REQUIREMENTS

Vendor is responsible to obtain, and warrants and represents that it will timely obtain, all licenses and permits, including paying any associated fees, as required by any government agency necessary for the Services. Vendor shall be responsible for compliance with all federal,

state, and local laws, rules and regulations applicable to its performance of the Services. For the avoidance of doubt, vendor's services, including credit card processing, shall be provided in a PCI-compliant manner.

All food Vendors are required to be in compliance with Utah Department of Agriculture and/or Utah County Health Department regulations. One week prior to the first event, Vendors must provide copies of the appropriate registration and permits to BYU Dining Services, 180 USB, Provo, UT 84602.

Vendor shall adhere to the highest standards of cleanliness and sanitation and shall comply with all federal, state, and local health and sanitation laws and regulations that apply to food service operations. Copies of all health inspection reports, if applicable, shall be provided to BYU upon request. Vendor shall immediately remedy any shortcomings identified by the health department that are within its control and responsibility. Failure to take immediate remedial action shall be considered a material breach of this Agreement

Grower/vendor sampling must comply with Utah Department of Agriculture and/or Utah County Health Department regulations. All those wishing to sample must receive prior approval from the BYU Farmers Market Manager at least one week in advance. (Sampling requires a Utah County health permit.)

9. SETUP\TEAR DOWN OPERATIONS

Vendors shall:

- Begin set up no more than 1 ½ hour before event and be completed at the beginning of the event.
- Check in time is from 1:30pm to 2:44pm – No vendors will be allowed into the Farmers Market after 2:45pm
- Seasonally paying vendors arriving after 2:30pm subject to booth reassignment for that week
- Keep area clean during hours of operation;
- Weigh down their tents with 25lbs. minimum per leg;
 - Must have a weight for each leg.
 - Each weight must be a minimum of 25lbs.
 - The rope/cord used to attach weight to tent must be rated for the weights being used.
 - **All weights and rope/cords shall be approved by the Farmer's Market Manager at a minimum of one week prior to first event. This can be done in person or by sending pictures of weights and rope/cords to Farmer's Market Manager at nancy_simonsen@byu.edu**
- Be responsible for maintaining the cleanliness of the booth area as well as in front and behind vendors location during the event;
- Setup structures a minimum of 30 inches from the front line of the footprint of space;
- Place no signage outside of the space footprint; and
- Be completely cleaned up at least 2 hour after the event.

Temporary structures (Vendor tents, etc.) shall not exceed 400 square feet in size and shall be secure enough to withstand sustained winds of 50 MPH. Anchors of 25 lbs. per leg are a minimum requirement.

10. ELECTRICAL SOURCE

No electricity shall be available nor provided for/by the BYU Farmers Market. All power sources shall be approved by the BYU Farmers Market Manager at least one week before the event.

11. CLEAN UP OF AREA

Vendors are responsible for unsold product and emptied storage containers. Vendor shall place all trash and recycling, including spoiled product and debris from their area into the proper BYU containers. Vendors are required to sort and use proper recycling bins which are: cardboard, plastic, and garbage. Vendors who fail to comply with this provision can be assessed a clean-up/sorting fee of \$50/hour and are subject to termination of this Vendor Agreement/Application.

12. PARKING OF VEHICLES

BYU will provide each Vendor, one (1) "Booth Space" Permit. No additional Permits can/or will be will be issued. The "Booth Space" permit only allows one specified vehicle into the closed-off area to set up prior to the event and breakdown at the official closure of the event. Any non-permitted vehicles must remain parked a minimum of 200 feet outside of closed off market area during the official hours of the event.

13. LIMITATION OF LIABILITY

a. Vendor shall, at all times and at its sole expense, indemnify, defend, save, and hold harmless BYU and its officers, directors, employees, affiliates and agents, and their successors, licensees, sub-distributors, and assigns, from and against any and all claims, liability, losses, judgments, damages, cause of action, penalties, costs, and expenses (including reasonable attorneys' fees), incurred or sustained by reason of, or resulting from: (i) Vendor's Services; (ii) any breach or alleged breach of any of the warranties, representations, or agreements herein, any reliance by BYU upon any such warranties, representations, or agreements, or any exploitation of the rights granted to BYU hereunder; (iii) any act or omission by Vendor or any person whose services or facilities shall be furnished by Vendor in connection with the Services; or (iv) the use of goods, equipment or services furnished by Vendor, provided that such liability is not attributable to the sole negligence of BYU. In the event that an entity shall make any claim or institute any suit or proceeding alleging any facts, which, if true, would constitute a breach by Vendor of any warranty, representation or agreement herein made, Vendor shall give written notice to BYU within seven (7) days. Vendor may also undertake, at its own cost and expense, defense thereof by retaining competent counsel to defend any suit or proceeding on behalf of Vendor. BYU shall have the right to select counsel of its choice to defend BYU against such a claim, suit or proceeding. This provision shall survive the termination of this Agreement.

b. Vendor and BYU will assume all responsibility for the condition of their respective tools and equipment used in the performance of this Agreement. Vendor further agrees to release, waive, covenant not to sue, indemnify and hold BYU, its officers, directors, employees, affiliates and agents (collectively, "Releases") harmless from any claims, liability, demands, injury (including death), or loss of any kind or description that may be sustained by Vendor or its officers, directors, employees, affiliates and agents alleged to be caused in whole or in part in connection with the Services. Under no circumstances shall BYU incur any liabilities whatsoever

for damage, pilferage, acts of violence, fire, theft, including liability for damages, injury or sickness due to product spoilage, contamination, or other fault in connection with Vendor's Services.

14. ADVERTISING

All business activity must be conducted within the footprint of the space designated by BYU. No distribution, canvassing, flyers, nor vending of any kind may be done on the campus grounds. News releases, books, articles, announcements, reports, or any other publication pertaining to this project shall not be released without written approval from the BYU. In addition any advertising used in the booth area shall be tasteful and in keeping with BYU standards.

15. BYU CODE OF HONOR

Vendor acknowledges to have read and understood the BYU Code of Honor and Dress and Grooming Standards, which are incorporated by reference into this Agreement, and agrees to comply with the same while performing services on campus for BYU.

16. NONCOMPLIANCE

BYU reserves the right to refuse acceptance or deny continued participation of any Vendor or product that is not in complete compliance with this Agreement. Any fees or deposits paid may be forfeited for noncompliance.

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:** _____

Accepted by BYU: _____ **Date:** _____

Booth space number: _____.

Exhibit A:

Stadium Farmers Market: Vendor Rules & Regulations

1. During the entire event vendors are expected to use the proper bins which are: cardboard recycling, plastic recycling, and garbage. Vendors will be expected to sort and properly dispose of all materials and waste. Vendors who fail to comply with this provision can be assessed a clean-up fee of \$50/hour.
2. Vendors are expected to keep the footprint of their space clean and orderly throughout the entire event. This includes the area in front of their structure as well as behind their booth and the area around their vehicle. Vendors who fail to comply with this provision can be assessed a clean-up fee of \$50/hour.

3. Farmers Market will be held regardless of inclement weather with the exception of lightning. If lightning is within 5 miles, BYU will give a warning; if lightning is within 3 miles, all vendors and customers will be asked to take cover in a vehicle or under the South stands of the football stadium. The market will continue after the lightening warning is over. All Vendors will be expected to continue once the market resumes.
4. All Vendors will face the sidewalk and berm to create a friendly environment for our customers. In order to achieve this, the walkway will be 15 feet wide, and booths will be set back 30 inches from the front footprint of the space. Booth space will be 14 feet wide with booths being set in 2 feet from the side edges. All tents, trailers, and vehicles must be set back 30 inches from the front of space. Vendors will be allowed to place signs, tables, and produce in the previously mentioned 30 inches in front of their structures. Nothing will be allowed outside of the footprint of the space. This includes all sampling, individuals, signs, and produce.
5. Only one vehicle and/or an attached trailer with a "Booth Space" Permit will be allowed inside of the blocked off area during the event.
6. Season payers by July 1st will be given first choice of locations. Each Season payer will be given the option to request their desired top three locations. There will be a random drawing for locations with multiple requests. After July 1st, locations will become "first come, first served" to a Season payer. Season payers will always have priority to select a location over one-time vendors.
7. Season payers will receive a reserved booth for the season, unless they check in after 2:30pm.
8. Applicants who recruit another "grower" for the entire season will have their fees waved for the 2018 market, provided the recruited grower complies with all of the rules of the market and is current on their paid fees. Applicants who recruit another "grower" for a limited number of times will have the fees paid by the new grower applied to their fees in 2019, for each week the new vendor comes to the market and meets the contract requirements.