

UW Terms & Conditions for Holiday Market

Booth Fees & Payment.

Booth Fees are non-refundable once an application has been accepted and payment has been made. Except in extraordinary circumstances, as determined by UW Staff Senate in its sole discretion, payment is required by the specified deadline once your application has been accepted. All fees must be paid in full prior to the event.

Event Participation & Space Assignments.

UW Staff Senate reserves the right to move, discontinue, limit, suspend, or terminate the participation of any approved vendor at any time, including before or during the event, if Staff Senate determines that the vendor or its activities present a safety, health, legal, operational, or other risk, violate these Terms and Conditions or University policies, rules, or regulations, or otherwise interfere with the event or other vendors or attendees. No such action shall entitle the vendor to a refund except where Staff Senate determines, in its sole discretion, that extraordinary circumstances warrant a refund.

Space assignments, including setup times, will be sent via e-mail the week of the event. Booth assignments will be determined by the event organizers, and requests will be considered but cannot be guaranteed.

Once booth placements have been assigned by the event organizers, vendors are not permitted to relocate or adjust their tables or booth layout on the day of the event. Any changes to booth arrangements must be approved by Staff Senate in advance.

Cancellation, Weather, & Changes to Event.

UW Staff Senate Holiday Markets are always held snow or shine. Once an application has been accepted and payment has been made, Booth Fees are non-refundable, including in the event of failure to show, illness, inclement weather, cancellation, or any reason other than an application being rejected or Staff Senate determining, in its sole discretion, that extraordinary circumstances warrant a refund.

UW Staff Senate may change or adjust the hours or days of the event due to forces of nature, or other occurrences beyond our reasonable control. Such changes will not be considered a breach of this agreement and will not constitute grounds for a refund unless Staff Senate determines, in its sole discretion, that extraordinary circumstances warrant a refund.

Load In & Load Out.

LOAD IN: Unload your product at your assigned booth space and immediately move your vehicle to the designated vendor parking area before you begin your set up.

LOAD OUT: No early pack up! All vendors must remain for the duration of the event. When the event is officially over, break down your display and pack up your booth before bringing your vehicle to the event. For the safety of the general public, be sure an ALL CLEAR for vendor pack-up has been given before proceeding.

Outdoor Market (Frosty's Outlet)

Frosty's Outlet is the designated outdoor vendor area for the Holiday Market. Vendors assigned to Frosty's Outlet acknowledge and accept that outdoor participation may involve conditions that are not present for indoor vendors, including cold temperatures, snow, ice, wind, precipitation, uneven or slippery surfaces, and other weather or environmental conditions. Vendors are responsible for securing and safely operating their booths, displays, merchandise, equipment, and other property in accordance with all applicable requirements and Staff Senate instructions.

Vendors assigned to Frosty's Outlet must provide and use only equipment and structures that are suitable for outdoor use and safely secured against reasonably anticipated weather conditions.

Vendors may not use tents, canopies, signs, displays, generators, heaters, cords, or other equipment in a manner that creates a hazard or obstructs pedestrian or emergency access. Staff Senate may require

removal, relocation, modification, or cessation of any outdoor setup or activity that Staff Senate determines presents a safety or operational concern.

The University does not provide electrical service to outdoor vendors. Vendors are responsible for providing any equipment necessary for their operations, subject to Staff Senate approval and all applicable fire, safety, and other requirements.

Food Trucks & Food Vendors.

All food vendors, including vendors selling prepackaged food products intended for consumption at a later time, food trucks, and caterers, shall obtain and maintain, at their own cost, all licenses, permits, registrations, inspections, certifications, approvals, and other authorizations required by law for their operations and shall comply with all applicable federal, state, and local laws, regulations, ordinances, health requirements, food-safety requirements, fire-safety requirements, and other applicable requirements. Vendors are solely responsible for and shall pay all taxes, fees, and charges prescribed by Federal, State, and local laws, ordinances, and regulations in connection with the Vendor's use of the premises and participation in the event.

Vendors selling prepackaged food products intended for consumption at a later time are not subject to the separate University procurement and contracting requirements applicable to food trucks and caterers, provided that such vendors do not prepare, serve, or sell food for immediate consumption at the Holiday Market. Vendors selling food for immediate consumption, including food trucks and caterers, are subject to the additional requirements below.

Food trucks must be approved University food trucks and must complete and comply with the food-vendor approval and procurement process prescribed by University of Wyoming Procurement & Payment Services, as applicable, before participating in the Holiday Market. Food trucks and caterers providing food for immediate consumption shall comply with the current requirements and procedures made available by Procurement & Payment Services. Each food truck and caterer must enter into a separate written agreement with the University through Procurement & Payment Services, and the agreement must be signed by Procurement & Payment Services before the food truck or caterer may participate in the Holiday Market. Approval to participate in the Holiday Market does not replace or waive any separate University procurement, supplier-registration, food-service, licensing, inspection, or other approval requirement.

Food trucks will operate outdoors in the designated area and must be self-contained. The University will not provide electrical service to food trucks. Food trucks and other outdoor vendors may use portable generators and appropriately rated outdoor heating equipment as reasonably necessary for their operations, provided that all such equipment is used, located, operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, fire and safety requirements, manufacturer instructions, and University requirements. Vendors are responsible for providing and safely operating their own generators and heating equipment. Generators and heating equipment must not be operated in a manner that creates a fire, carbon monoxide, electrical, or other safety hazard, and the University may require the removal or discontinuation of any equipment that, in the University's reasonable judgment, creates or may create a safety hazard. Food trucks may operate only during the event vending hours of 10:00 a.m. through 4:00 p.m., unless Staff Senate expressly approves different hours in writing.

Food Inside University Facilities.

Food for immediate consumption that is not prepared and served by the UW Dining/Catering or an UW approved caterer will not be allowed in the building. This restriction does not apply to lunches or snacks intended for personal consumption and not for public distribution. Caterers providing food for immediate consumption inside University facilities are permitted only if they have completed the applicable Procurement & Payment Services process and have a separate written agreement signed by Procurement & Payment Services and only if University Catering has agreed to the food being provided under their first right of refusal priority.

Any beverages distributed or sold within the University property must adhere to the University Beverage Contract.

Food vendors, food trucks and caterers are responsible for maintaining food at appropriate temperatures, preventing contamination, maintaining sanitary conditions, properly handling and disposing of food and waste, and otherwise complying with all applicable food-safety requirements.

Prohibited Sales & Activities.

No hazardous materials, open flames, or unsafe structures are allowed. No activities or displays that create a fire, health, safety, or other hazard, or that unreasonably disrupt surrounding booths are permitted, including items producing strong fragrances, excessive noise, flickering lights, etc..

Only self-standing banners and signage are permitted. Adhering signs, posters, fliers, banners, or any other materials to walls or doors, etc. is not permitted.

Items being sold with the University of Wyoming name, marks, and/or logos must be approved by UW Trademark and Licensing.

Vendor Responsibilities.

Individuals or organizations are required to follow University of Wyoming policies, rules, and regulations at all times. Failure to do so may, at the University's sole discretion, result in a cancellation of authorization to use University buildings, grounds or equipment or in disciplinary sanctions pursuant to UW Regulations and policies.

Vendors must comply with all federal, state, and local laws, regulations, and health and safety guidelines.

Individuals or organizations using the University property and facilities shall be financially responsible for any damages that result from their activities beyond reasonable wear and tear. Damage assessment shall be based on replacement and/or repair costs.

Vendors are responsible for their own employees, agents, contractors, invitees, merchandise, equipment, vehicles, displays, and other property and for ensuring that their activities do not create hazards or interfere with the safe operation of the event. Vendors shall promptly comply with all reasonable directions from Staff Senate, University personnel, security personnel, and emergency personnel concerning safety, access, setup, operations, and evacuation.

Vendor Marketing.

Vendors are encouraged to actively promote their participation in the Holiday Market through their own marketing channels. Staff Senate will also promote the event through various marketing efforts. Acceptance of a vendor's application or participation in the Holiday Market does not constitute an endorsement by the University of the vendor, its products, services, business, or representations.

General Terms & Conditions.

Staff Senate reserves the right to modify these terms and conditions at any time. Vendors will be notified of any changes.

The vendor hereby agrees to defend, indemnify and hold harmless the University and its public employees from any and all claims arising from the services performed under this Agreement or related to this Agreement.

This Agreement shall be governed by the laws of Wyoming and should any questions arise hereunder, they shall be construed according to such laws.

The University does not waive its sovereign immunity or its governmental immunity by entering into this

Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended. Nothing in these Terms and Conditions shall be construed to waive, limit, or modify any right, remedy, immunity, defense, authority, or obligation available to the University under applicable law, University regulation, policy, or procedure.

These Terms and Conditions, together with the vendor's accepted application and any written event-specific requirements communicated by Staff Senate, constitute the terms governing the vendor's participation in the Holiday Market and by the Vendor's signature below and participation in the event the Vendor indicates agreement to such Terms. If there is a conflict between these Terms and Conditions and a separate written agreement executed by an authorized University representative, the separate written agreement will control to the extent of the conflict.

Signature

Date

Printed Name

Vendor Name