



# Vendor Welcome Packet

## 1. Welcome Letter

Welcome and thank you for being a Frisco Fresh Market Vendor! We are very excited for the journey we are about to embark on together and appreciate all your time and patience it took getting here.

Our team has put together this packet for you to ensure you have all the information you need and that our day-to-day operations run as smoothly as possible. Please take your time to carefully read over the information we have provided. If you have any questions in the future, please refer back to this packet or the vendor portal, which will be discussed in detail below.

## 2. Market Requirements

First things first: before your first weekend at the market, we require the following.

- 1) Your signed lease agreement;
- 2) Your stall payment for your first two weekends at the market;
- 3) Your liability insurance that lists Frisco Fresh Market as additional insured.
  - Additional insured: Frisco FM I, LLC DBA Frisco Fresh Market
  - Amount: \$1 million
  - Office Address: 16610 Dallas Parkway Suite 1600 Dallas, TX 75248
  - Market Address: 9215 John W Elliott Dr. Frisco, TX 75034
- 4) You may only sell items at the market that have been approved by the Growth Manager. If you would like to add more items on to your approval list, you must email the Frisco Fresh Market team for approval.

## 3. What to Bring

Here is a list of items you are required to bring to every market day and some suggestions for items you may want to consider bringing.

### Required

- Tables/display shelves
- Health Permit PlaCard if you sell anything consumable
- Payment processing devices and charger
- Wallet or lockbox for cash and change for the case that a customer chooses to pay with cash
- Enough products to last you through the day
- Vendor Identification
- Required permits
- Business Name Sign
- Product Identification signs with pricing
- Any supplies or equipment you may need to prepare your goods

- A sign to notify customers that you have sold out for the day.

#### Suggested

- Chairs
- Table throws or other décor
- Chargers (for phone, tablets – anything else you may need)
- (Small framed) Vendor Description, where you are from, what your story is, what you are known for, etc.
- Displays/shelves/baskets/containers – however you are planning on organizing your products
- Packaged samples (if provided & approved by the Frisco Health Department)
- Any equipment you need to load or unload your products (dollies, carts, etc.)
- Extension cables/power strips (if needed)
- Bug spray, sunscreen, fans, etc. for summer, rain boots, rain jacket, gloves, hats, etc. for colder months
- Cleaning supplies

## 4. Booth Design and Product Display Tips

We encourage you do as much with you space as possible, by decorating it or finding another way to make it unique and stand out from other stalls. Aside from being required to have a sign with your name (farm location) and pricing, the sky (your space) is the limit. In general, you must ensure all your belongings fit in your booth space, so they don't invade your neighboring stalls and your signs must meet City of Frisco, County and State of Texas cottage law requirements and may be no larger than 10 feet in length and 2 feet in width.

A clean and organized space generally makes a better impression than a messy or cluttered one. Displayed products should be easy to see and glass and/or other surfaces should be free from smudges and fingerprints. You are responsible for maintaining a presentable stall throughout the day and for cleaning it up at the end of every day, so it is ready for the next market day.

## 5. Rules & Regulations for Frisco Fresh Market Vendors

### Section I. General Information

#### Mission Statement

Deep in the Heart of Texas, the Frisco Fresh Market (FFM) was inspired by the most successful and iconic European and U.S. farmers' markets. Frisco Fresh Market brings together farmers, artisans, chefs, artists, and foodies alike.

#### **Vendors**

- The Frisco Fresh Market exists to give growers, Texas agricultural commodities, and others an alternative methods to marketing their products.
- To promote the sale of locally grown and made goods
- Boost small businesses

#### **Consumers**

- To make healthy, locally grown foods available to consumers
- Allow for consumers to purchase locally crafted and handmade goods
- Educate consumers to learn about the uses and benefits of quality, and locally prepared foods

#### **Community**

- To build community ties and encourage civic life
- Boost job creation
- Enrich the City of Frisco

#### Authority:

Management and operation of the Frisco Fresh Market is the full responsibility of the Frisco Fresh Market Team.

Prescribed Rules and Regulations governing the conduct of business at the Frisco Fresh Market consistent with City of Frisco Code of Ordinances. FFM reserves the right to change the Frisco Fresh Market Rules and Regulations as deemed necessary for effective operation and maintenance.

## **Section II. Rates, Payments and Booking**

### **Rates and Fees**

#### **A. Application Fee**

- I. There is a non-refundable application fee, which must be paid for consideration as vendor; if a vendor drops out, they will have to re-apply and pay the application fee again;

#### **B. Fee Schedule**

- I. We have different seasonal fee schedules throughout the year. The team will send out an email to notify all vendors of the new rates.

#### **C. Payment**

- I. All payments and fees will be due upon receipt and must be paid to operate as a vendor. Payments must be made prior to operating at the market or a late fee will be added;
- II. All fees and payments are non-refundable;
- III. Fees and payments may be paid via PayPal by paying [www.paypal.me/FriscoFreshMarket](http://www.paypal.me/FriscoFreshMarket)
- IV. Late Fee for Payments - \$50 per stall/per day;
- V. All rates are subject to change at anytime;

#### **CI. Booking**

- I. As per the lease agreement, you are expected at the market every weekend.
- II. If you know of any dates that you know you won't be able to attend, you must send us an email to notify us, two-weeks (14 days) in advance. If you don't notify us far enough in advance, we will still charge you for the day(s) you are absent;
- III. Stall Rates will still apply, even if you have given enough notice of your absence, if your tent is left up or anything is left in your stall.

## **Section III. Definitions**

### **1. Abandoned Property**

Personal property, including produce, left unattended in a stall for one hour or more after FFM closes;

### **2. Liability Insurance**

Any type of insurance policy that protects an individual or business from the risk that they may be sued and held legally liable for something such as malpractice, injury or negligence. Liability insurance policies cover both legal costs and any legal payouts for which the insured would be responsible if found legally liable. Intentional damage and contractual liabilities are typically not covered in these types of policies with additional insured addendum – "Frisco Fresh Market, LLC", as additionally insured on the liability policy;

### **3. Local**

Within a 350-mile radius of FFM;

### **4. Staff**

A staff member is an individual employed by a vendor for the express purpose of selling the

vendor's products at FFM;

5. Vendor Space

An area in FFM designated by the Frisco Fresh Market Team as a place in which a vendor may sell approved products. All vendor spaces in The Shed shall be farm priority vendor spaces, where farmers selling permitted farm products have priority;

6. The Market

The outdoor pavilion located on the corner of Main Street and John W Elliott Drive. The area where farmers/producers, farm representatives, artisan food vendors, and artists sell their products;

7. Vendor

Any individual or business applying or approved for vendor space at FFM.

#### **Section IV. Operating Rules**

##### **A) Signage**

- I. Signs may be no bigger than 10 feet in length and 2 feet in width;
- II. All signage must meet the City of Frisco, County and State of Texas cottage law requirements;

##### **B) Use of utilities**

- I. All vendors using above average power are required to pay an additional fee every weekend;
- II. No vendor is permitted to bring outside electric sources without written permission from the Frisco Fresh Market Team;

##### **C) Sanitation**

- I. Vendors shall keep vendor spaces in a neat, clean, and sanitary condition, free from bugs or insects;
- II. All places where food is stored, sold, sampled, or handled in the Frisco Fresh Market shall be maintained and operated in a sanitary manner in accordance with the requirements of all applicable local, state, and federal regulations;
- III. No smoking is permitted within 150 ft of all buildings on Frisco Fresh Market property;
- IV. All vendor produced trash must be removed at the end of the day and disposed of at the designated waste disposal area for vendors;
- V. Abandoned Property
  - a. Any abandoned property will be disposed of by FFM at the owner's expense;

##### **D) Stall Set up & Take Down**

- I. All vendors are required to be at FFM 30 minutes prior to opening, if not earlier – depending on how long stall set-up takes;
- II. Vendors' space must be cleaned and returned back in the condition it was received in by end of day or end of weekend (if vendor is renting and selling for back-to-back days) or vendors will incur a fee;
- III. Tents are not permitted during the market day, unless it is raining. Vendors may put tents up at the end of the market day if they will be returning to the market the following weekend and attend both market days (Saturday and Sunday). Repeat offenders will be fined. If you would like to store things at the market, please rent one of our storage cages. Frisco Fresh Market is not liable for any property damage or theft.

##### **E) Tent/Canopy Safety**

- I. All vendors setting up a tent/canopy on days it is raining or at the end of the market day are required to use at least 40-pound sand or water weights on each tent/canopy leg to weigh down their tent/canopy. Vendors may also use actual 40-pound tent weights.

##### **F) Business Conduct**

- I. All vendors, employees and anyone else in the booth is expected to act in a professional manner;
- II. Booth set up should occur before the opening hours and close out after the closing hours. No late openings or early close outs allowed, they will result in a fee;

- III. Vendors may only sell within the space designated to them. Standing in front of spaces soliciting customers and pushing samples will not be allowed.
- IV. Vendors may not sublet or trade vendors spaces.
- V. Vendors are an extension of Frisco Fresh Market and will at all times maintain a positive and kind presence on the premises.
- VI. No vendor or their agent/staff/employees shall be under the influence of illegal drugs or intoxicated while selling at Frisco Fresh Market.
- VII. All vendors are responsible for the actions of their employees.
- VIII. Children must remain in vendor space and not disturb others.
- IX. No vendor at Frisco Fresh Market shall enter into any price agreement or join any organization for the purpose of raising or fixing abnormal or artificial prices of products.
- X. Music played in vendor spaces will be for listening enjoyment of that said vendor and be kept at a reasonable level.
- XI. Customer and vendor complaints that cannot be resolved amicably shall be immediately referred to the Frisco Fresh Market Team for mediation.
- XII. Profanity or any other inappropriate conduct is grounds for permanent eviction from the market.
- XIII. Vendors shall not disturb the booths, displays, signs or operations of the other vendors.
- XIV. Possession of firearms or consumption of alcohol or use of drugs or operating under the influence is not permitted and is grounds for permanent eviction from the market.
- XV. Vendors shall have written refund and exchange policies at their day table.
- XVI. Vendors shall provide a receipt to customers on request.
- XVII. Any found items should be turned in to the Frisco Fresh Market Booth. Refer any customers looking for lost items to the Frisco Fresh Market Booth for assistance.
- XVIII. Gift cards or other promotional discount coupons offered by Frisco Fresh Market should be honored and accepted.
- XIX. Any vendor complaints, requests, questions, etc. will be addressed to Market Manager.
- XX. Appearance: attire and grooming must be neat, clean and appropriate for the work being performed at FFM. Shoes and shirts are required at ALL times.

#### G) Rent and other payments

- I. All rent and fees must be paid prior to occupying the space;
- II. If a vendor drops out and decides to come back the application fee is due again;

#### H) Parking and Loading

- I. Vendors and employees are required to park in designated areas for vendors;
- II. Vendors may unload up to 30 minutes prior to the opening of FFM and may start loading only after the market closes;

#### I) Selling

- I. Vendors must bring enough products to last them through the market day;
- II. Vendors must put up a sign to let customers know they have run out of product and remain in their stall until the end of the market day. We strongly encourage vendors to bring marketing material such as fliers or business cards to hand out to customers if they are out of product. If the on-site manager notices that the same vendor runs out of product on a continuous basis or repeat basis, the vendor will incur a fee.



## J) Attendance and Staffing Requirements

- I. Failure to Show/Tardiness
  - I. If a vendor fails to show or is more than 30 minutes late, they will be given a warning and be allowed to set up on their first warning. If this becomes habitual they will incur a fee and will be referred to the OSC;
- II. Staffing
  - I. All booths must be staffed at all times;
  - II. All staff must be registered with FFM;
- III. Hours of Operation
  - I. All vendors are required to be at FFM during business hours unless they have written permission from FFM staff. No early closing, even if sold out;
- IV. Minimum Attendance & Guaranteed Stall
  - I. Any vendor that fails to show up for a weekend will forfeit their stall assignment and will be placed in space available upon returning to the market;
- V. Holidays
  - I. Closed Holidays
    - I. FFM will be closed on Thanksgiving and Christmas Day;
  - II. Holidays that fall on a Monday
    - II. Long term vendors have first right of refusal for holidays that fall on a non-weekend;

## K) Enforcement. Violation of rules considered as breach and default by vendor.

- I. Violation and Warnings
  - I. All vendors will be given one written warning for a violation of any rule. The vendor will then be referred back to the Frisco Fresh Market Team;
  - II. The Frisco Fresh Market Team will determine if the vendor should be refused the right to lease at FFM;
- II. No Show
  - I. Any vendor that does not show up will not be given a refund for their rent for that day and will be referred to the Frisco Fresh Market Team;
    - i. The Frisco Fresh Market Team will determine if the vendor should be refused the right to lease at FFM;
- III. Default
  - I. In the event of a default, the vendor will pay a fee of \$10 a day plus and other applicable fees and will not be allowed back to FFM until all fees have been paid in full;
    - i. If this becomes habitual the vendor will no longer be offered services at FFM;
- IV. Violation of FFM, City, State and Federal Rules and Laws
  - I. Any vendor or staff in violation of FFM, city, state, or federal laws, or the rules and regulations contained herein, must leave FFM property and will not be given a refund;

V. Fees

- I. No Call, No Show: \$50 per day  
Frisco Fresh Market is a rain-shine or snow market and is open every Saturday & Sunday unless notified otherwise. We require a two-week notice for regularly scheduled days you won't attend;
- II. Late-Set Up/Early Close:  
Please refer to the rules and regulations, Section IV, sub-paragraph E: Booth set up should occur before the opening hours and close after closing hours. No early close outs or late openings allowed;  
1<sup>st</sup> offense: \$25  
2<sup>nd</sup> offense: \$50  
3<sup>rd</sup> offense: \$75

M) Good Housekeeping

- I. Displayed products should be easy to see. Glass and surfaces should be free from smudges and fingerprints;
- II. Vendors must remove all booth generated trash and recycling at the close of the market day. Trash should not be left in the aisles, common areas or impede customer traffic in any way during the hours of operation;
- III. Trash cans in and around the market are for customer use only. Vendors must use the designated trash receptacles, dumpsters, and compactors for all their trash. Trash must go into the designated receptacle and not be left on the ground, around, or outside the trash enclosures. Dumping trash or unsold product on the ground may result in a \$300 dumping fine;
- IV. Vendors shall not wash down or pour water onto sidewalks, common areas, or aisles;
- V. Vendors are responsible to clean up any leaks or drips outside their booth space if caused by their products or operations i.e. box leaks during delivery, crate drips along the path from storage to booth;

N) Rules Revisions

- I. FFM reserves the right to revise rules and regulations at any time and shall provide vendors such revisions;

O) Sales Tax

- I. All vendors are responsible for obtaining a Sales Tax Number by the State of Texas, and for collecting and paying any sales tax that is assessed on their products. The vendor is responsible for any filings and any returns required by the State of Texas;

P) Food Permits and Licensing

- I. Any vendor selling food or drink (anything consumable) must acquire a health permit from the City of Frisco Health permit. Please contact:

#### Q) Sampling

- I. FFM will only provide a few hand sinks for sampling. Vendors are responsible for the maintenance and supplies of the hand sinks. Vendors will be required to make accommodations for a temporary hand sink if FFM runs out of temporary hand sinks;
- II. Sampling vendors must wear a hat or hair net at all times, according to health department rules and must be permitted to provide samples;

#### R) Complaints & Concerns

- I. If any vendor has any complains or concerns, they should immediately contact the Market Manager. If the complaints or concerns can't immediately be solved or addressed, please send a detailed email to the management team.

#### S) Special Provisions

- I. Cancellation Policy
  - i. 14 business days, no refunds will be given but vendor will get credit towards another market day;
  - ii. With proper notification, FFM will allow vendors with leases to miss dates without penalties or rent to be paid on those dates;
- II. Animals are not allowed in vendor stalls according to Frisco City Ordinance;
  - i. Service animals are allowed with proper documentation;
- III. Firearms and Weapons
  - i. No firearms or weapons are allowed at FFM;
- IV. Method of Payment
  - i. All vendors must accept credit and cash payments;
- V. Hours of Operations
  - i. Saturdays: 8:00 AM – 4:00 PM
  - ii. Sundays: 10:00 AM – 4:00 PM

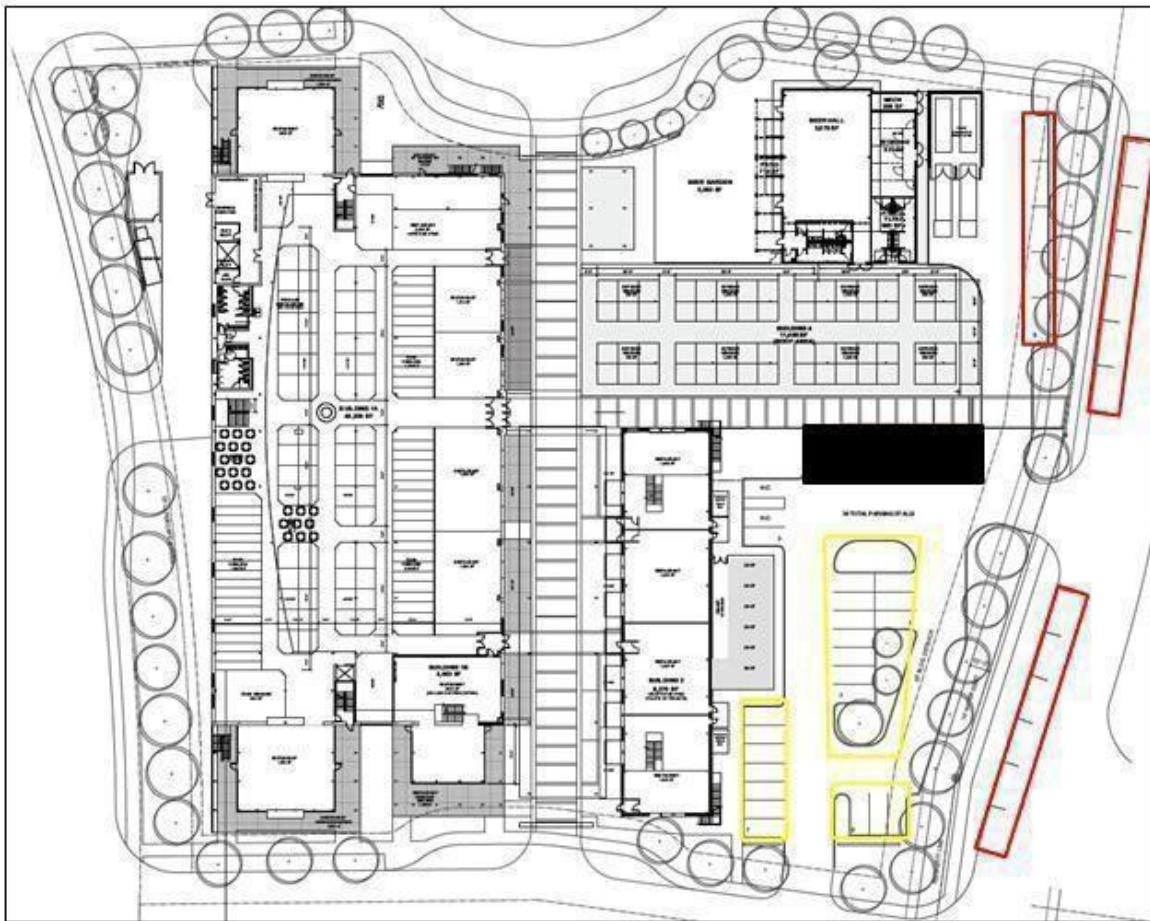
## 5. Unloading/Loading/Parking Zones

### Unloading/Loading Zones

**Yellow** – Temporary unloading and loading zone with a 20-minute time limit.

- Unloading – Vendors can unload merchandise until 30 minutes before opening, at that point they must remove their vehicles. Any vendor in these spots later than that will receive a fine.
- Loading – Vendors may start loading at closing time but no sooner than that.

**Red** – Permanent loading zones that can be used throughout the day at any time. There is a 15-minute maximum time limit for these spaces.



## Parking

All vendors should park in the Main Street Parking Lot.

## 5. Vendor Portal Tutorial

We are still working on the finishing touches of the vendor portal. Once it has been completed, you will be sent login information and can access it at any time to make payments, schedule meeting, etc. We are working on making the vendor portal as user-friendly as possible but will also try to create vendor portal tutorial videos to take you through the portal's functions step—by-step.

## 6. Health Permit Info – for Food Vendors only

If your concept includes selling food or beverage related items for customer consumption, you must have a current food permit to sell in Frisco and at FFM. You can find the TEMPORARY FOOD ESTABLISHMENT PERMIT APPLICATION here:

<http://www.friscotexas.gov/DocumentCenter/View/14250/Short-Term-Merchant-Application?bidId=>

When turning in your application, you must attach the following details:

- Drawing showing layout of booth, all equipment, food prep areas and portable hand wash sink (a hand drawing will suffice)
- List all food items that will be sampled or served, including drinks and beverages
- Food Manager Certification (if time/temperature control required for food safety)
- Food Handler Certification (if no temperature control required)
- Proof of food origin or where food is obtained/purchased from
- Manufacturer/storage license
- Food labels
- Manufacturer specification sheets or pictures of equipment to be used to maintain product temperature

Please review the application carefully to ensure there are no issues and that you submit all the required information. Be sure to take care of this far enough in advance, as it may take some time for the permit application to process. Once your application is completed, turn it into Health & Food Safety.

Health & Food Safety  
6101 Frisco Square  
3<sup>rd</sup> Floor W  
Frisco, TX 75034  
Phone: 972-292-5304

## 7. Portable Hand Sinks – For Food Vendors Only

If your concept includes selling food or beverage related items and you hand out samples to customers, you must have and use a hand sink. Frisco Fresh Market has a lot of these on hand that you may use and share with your neighboring stall, however you are responsible for it and must maintain it properly. The manual for the Hand Sinks is including at the end of this document, please read it carefully and ensure you follow all the steps.

You will also be responsible for purchasing and refilling the supplies:

- Paper Towels: Single Fold Georgia Pacific 23504
- Hand Soap: Gojo 1807 – 04 Bulk Pour All-Purpose Pink Lotion Soap

## 9. Storage

We have dry, cooler and freezer storage available on a monthly rental basis. These storage areas are right by the Outdoor Shed. If you are interested in our storage, please reach out to our team for pricing and availability.

## 10. Marketing Material & Vendor Specials

Please send your promotional material to Katharina so we can have our website team add it to the website:

- Blurb/short description of your business, story, what makes you or your product unique, etc.
- High resolution photos
- High resolution logo

Vendors that attend the market on a regular basis and several days of the week will be highlighted on the website.

Every week, we post our vendors' specials on our Facebook page to let the community know what special pricings or products our vendors have to offer. We ask that all vendors send in their specials to [specials@friscofreshmarket.com](mailto:specials@friscofreshmarket.com) by 5PM on Mondays.

## 11. Contact List

The best email to reach anyone on the team on is [MGR@FriscoFreshMarket.com](mailto:MGR@FriscoFreshMarket.com).

If you are offering weekly specials, please email us at [Specials@FriscoFreshMarket.com](mailto:Specials@FriscoFreshMarket.com) by Monday at 5PM.

For leasing or referrals please email us at [Leasing@FriscoFreshMarket.com](mailto:Leasing@FriscoFreshMarket.com).

Should you have to get in contact with the FFM Committee directly, our contact information is below.

Any of us can reach out to you for a variety of reasons so we recommend saving our information.

**Alis Bonda**

Email: [AlisB@FriscoFreshMarket.com](mailto:AlisB@FriscoFreshMarket.com)

Cell: 214-235-9196

**Preston Cheng**

Email: [PrestonC@chenginvestments.com](mailto:PrestonC@chenginvestments.com)

Cell: 214-451-8868

**Michelle Anderson** - Market Manager

Email: [MichelleA@FriscoFreshMarket.com](mailto:MichelleA@FriscoFreshMarket.com)

Cell: 469-516-1285

**Laura Druck** – Leasing, Marketing & Events

Email: [Laura@FriscoFreshMarket.com](mailto:Laura@FriscoFreshMarket.com)

Cell: 469-442-5637

## 12. Release Forms & Waivers

Please print out and sign the following release forms and waivers and email or turn them in to one of the team members.

## VENDOR AGREEMENT AND RELEASE

This VENDOR AGREEMENT AND RELEASE (the "Agreement") is entered into by and between Frisco Fresh Market, LLC, a Texas limited liability company located at 16610 Dallas Parkway Suite 1600, Dallas, Texas 75248 ("FFM"), and the undersigned vendor (the "Vendor"), and is effective as of \_\_\_\_\_ (the "Effective Date")

### RECITALS

FFM operates the "Frisco Fresh Market" located Frisco, Texas, in an area to be decided by FFM (the "Premises"), which provides outdoor retail space to approved vendors for the sale of various goods and services to guests and invitees on the Premises as directed and approved by FFM (the "Business"); and

Vendor desires to sell its good and/or services and operate its Business on the Premises, and FFM desires to grant Vendor entrance onto the Premises to sell its good and/or services and operate its Business subject to the rules, terms, and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set for in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Permission to Enter the Premises. FFM grants permission to Vendor to enter the premises for the purpose of selling its goods and/or services and operating its Business as described in this Agreement so long as Vendor is in full compliance with rules, terms, and conditions set forth in this Agreement, and this Agreement has not terminated as provided herein. FFM reserves the right to evict Vendor from the premises at any time if it determines (and such determination is in FFM's sole discretion) that Vendor is in breach of this Agreement.
2. Prohibited Activities. Vendor and its employees or contractors shall not conduct any illegal activities on the Premises or sell any goods or services that are illegal or prohibited in any manner. Vendor and its employees and contractors shall abide by all local, state, and national laws and regulations (including all local, state and federal tax laws) when operating its Business on the Premises. Vendor and its employees or contractors shall not sell any products or services on the Premises that infringe the intellectual property rights of any third parties (including but not limited to trademarks, service marks, copyrights, trade secrets, and patents).
3. Permits and Licenses. At all times during the term of this Agreement Vendor shall possess all necessary permits and licenses (including but not limited to sales and use tax permits, occupational licenses, and food handling licenses) to enable it to operate its Business on the Premises. Upon FFM's request, Vendor shall provide FFM with copies of all its permits and licenses necessary to operate its Business on the Premises. FFM reserves right to the deny Vendor permission at any time to deny access or evict Vendor from the Premises if it cannot provide FFM with copies of permits and licenses to operate its Business and are valid and unexpired.
4. Exclusivity. Vendor agrees not to sell its products and/or services or operates its Business within a 10-mile radius of the Premises during the term of this Agreement.
5. Approved Products and/or Services. Fifteen (15) days prior to offering any product or service for sale on the Premises, Vendor shall provide FFM with a written description of such product and service for FFM's approval. Vendor shall only be allowed to sell those products and services on the Premises that FFM pre-approves, which such approval shall be in FFM's sole discretion.
6. Quality Control. FFM (including its owners, representatives, agents, and employees) reserves the right to ask Vendor to remove any items from the Premises it deems in its sole discretion to be of unacceptable quality. Vendor and its employees and contractors shall at all times conduct themselves in a professional manner while on the Premises. Vendor's conduct (which includes the conduct of its employees and contractors) deemed inappropriate by FFM (which such determination shall be in FFM's sole discretion) shall be grounds for immediate eviction from the Premises.
7. No Representation of Success. FFM, nor any of its owners, managers, members, officers, directors, agents, representatives, employees, or contractors makes any representation or warranty about the success or profitability of Vendor's business conducted on the Premises. Vendor understands and agrees that the success or profitability of its business is solely dependent on the manner in which Vendor advertises and operates its business.



8. Relationship of the Parties. Vendor is not an employee, contractor, servant, joint venture, partner, or agent of FFM. Vendor has no authority to bind the FFM or negotiate on behalf of the FFM with any third parties, and shall not represent otherwise. Vendor shall be solely responsible for obtaining and paying all FICA and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid leave, paid holidays, pension, profit sharing and other benefits for Vendor, its agents and employees, and FFM shall have no liability therefor.
9. Insurance Requirements. Vendor shall procure at its sole expense, and at all time during the term of this Agreement maintain insurance with financially sound and reputable insurance companies, insurance with respect to its properties, products, services, and Business against loss or damage of the kinds customarily insured against by business or persons engaged in the same or similar business and otherwise as required by law. Vendor's insurance shall include: (a) general commercial liability insurance against liability on all account of damage to persons (including bodily injury) and property with policy limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) insurance under all applicable workers compensation laws; and (c) insurance against loss by reason of business interruption, with such insurance policies to be in a form reasonably satisfactory to FFM as determined in FFM's sole discretion. Vendor shall give FFM not less than thirty (30) days prior written notice before any material amendment to any such policy by endorsement or any lapse, termination or cancellation thereof, each such policy of liability insurance shall list FFM (and its affiliates, owners, officers, directors, managers, members, representatives, agents, employees, and contractors) as an additional insured, and each such policy of insurance shall list FFM as loss payee pursuant to a loss payee clause in form and substance satisfactory to FFM. Upon request by FFM, Vendor shall provide a certified copy of any insurance policy to FFM within five (5) working days.
10. INDEMNIFICATION. VENDOR, AND ITS OWNERS, REPRESENTATIVES, AGENTS, SUCCESSORS IN INTEREST, ASSIGNS, AND ANYBODY ELSE CLAIMING THROUGH OR UNDER THEM (COLLECTIVELY, "VENDOR PARTIES"), JOINTLY AND SEVERALLY, HEREBY AGREE TO INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO FFM OR

FFM'S REPRESENTATIVES), AND HOLD HARMLESS FFM AND FFM's RESPECTIVE AGENTS, REPRESENTATIVES, OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, DIRECTORS, MEMBERS, MANAGERS, PARTNERS, SUCCESSORS AND ASSIGNS, AND ALL OF THEIR RESPECTIVE AFFILIATES (HEREINAFTER COLLECTIVELY "FFM PARTIES") FROM AND AGAINST ANY AND CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL), COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS), AT LAW OR IN EQUITY, ARISING FROM ANY OCCURRENCE, ACTIVITY, OR THING DONE, PERMITTED OR SUFFERED BY VENDOR, OR ANYONE ELSE CLAIMING BY, THROUGH OR UNDER VENDOR RELATED TO, IN CONNECTION WITH, OR ARISING FROM VENDOR'S (A) OPERATION OF ITS BUSINESS; (B) ACTIVITIES CONDUCTED ON THE PREMISES AND/OR (B) BREACH OF THIS AGREEMENT.

11. Assumption of Risk; "AS IS". Vendor assumes full responsibility and all risk for the operation of its Business on the Premises and the activities being engaged on the Premises by others. FFM does not make any representations, guarantees, or warranties about the safety of the Premises. FFM is not responsible for any theft or loss of Vendor's property on the Premises and parking areas. The Premises are provided in an "AS IS" condition, and FFM makes no warranty, express or implied, regarding the condition of the Premises.
12. RELEASE OF LIABILITY. VENDOR, AND ITS OWNERS, REPRESENTATIVES, AGENTS, SUCCESSORS IN INTEREST, ASSIGNS, AND ANYBODY ELSE CLAIMING THROUGH OR UNDER THEM, JOINTLY AND SEVERALLY, HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, EXTINGUISH, RELINQUISH, ACQUIT, ABSOLVE, DISCLAIM, WAIVE AND FOREVER DISCHARGE FFM AND FFM PARTIES FROM ANY AND ALL DEMANDS, DEBTS, OBLIGATIONS, DAMAGES, COUNTERCLAIMS, CHARGES, LIABILITIES, AGREEMENTS, PROMISES, LOSSES, AND CLAIMS FOR RECOVERY, LOST PROFITS AND ACCOUNTS, FIXED OR

**CONTINGENT, LIQUIDATED OR UNLIQUIDATED, KNOWN OR UNKNOWN, WHICH VENDOR HAS HAD, DOES HAVE, OR MAY HAVE AGAINST FFM OR ANY OF THE FFM PARTIES BY REASON OF OR ARISING OUT OF (A) VENDOR'S OPERATION OF ITS BUSINESS ON THE PREMISES, (B) VENDOR'S AND VENDOR'S PARTIES' ACTIVITIES ON THE PREMISES, (C) ANY CRIMINAL ACTIONS OF THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO THEFT OR DAMAGE TO ANY OF VENDOR'S PERSONAL PROPERTY (D) ANY LIABILITY OR CLAIMS RELATED TO USE OF THE PREMISES, INCLUDING ANY SINKS; AND (D) VENDOR'S BUSINESS RELATIONSHIP WITH FFM OR ANY OF THE FFM PARTIES, AS WELL AS, ANY AND ALL CLAIMS ARISING UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR ORDINANCE, TORT, EMPLOYMENT CONTRACT EXPRESS OR IMPLIED, PUBLIC POLICY, OR ANY OTHER OBLIGATION, OR ANY ALLEGATION OR CLAIM FOR COSTS, FEES, OR OTHER EXPENSES, OR ATTORNEYS' FEES, EVEN THOUGH SUCH CLAIMS OR CAUSES OF ACTION ARE CAUSED BY, OR ARE ALLEGED TO BE CAUSED BY, THE NEGLIGENT ACTS OR OMISSIONS OF FFM OR ANY OF THE FFM PARTIES.**

13. Termination. This Agreement may be terminated by either party provides thirty (30) days' written notice to the other party at the address first set forth above. FFM may terminate this Agreement immediately upon breach by Vendor (including its owners, employees, and contracts) of any of the terms and obligations of this Agreement.
14. Survival. The obligations and conditions set forth in Sections 10 "Indemnification," 11 "Assumption of Risk," and 12 "Release of Liability," shall survive the termination of this Agreement.
15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-

paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this Section 15.

16. Entire Agreement; Conflict. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties (both written and oral) with respect to such subject matter.
17. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld or delayed. Vendor shall not be allowed to assign this Agreement, or any obligations contained herein, without the prior written approval of FFM.
18. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
19. Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
20. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other

jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21. Drafting Party. This Agreement expresses the mutual intent of the parties, and accordingly, any rule of construction against the drafting party will have no application to this Agreement.
22. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or

conflict-of-law provision or rule. Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Texas in each case located in the city of Frisco and County of Collin. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the date first written above.

FRISCO FRESH MARKET, LLC,

A Texas limited liability company

Address: 16610 Dallas Parkway, Suite 1660

Dallas, Texas 75248

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

VENDOR

[ \_\_\_\_\_ ]

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## VENDOR AGREEMENT AND RELEASE

This VENDOR AGREEMENT AND RELEASE (the "Agreement") is entered into by and between Frisco Fresh Market, LLC, a Texas limited liability company located at 16610 Dallas Parkway, Suite 1600 Dallas, TX 75248 ("FFM"), and the undersigned vendor (the "Vendor"), and is effective as of \_\_\_\_\_ j. (the "Effective Date")

### RECITALS

FFM operates the "Frisco Fresh Market" located Frisco, Texas, in an area to be decided by FFM (the "Premises"), which provides outdoor retail space to approved vendors for the sale of various goods and services to guests and invitees on the Premises as directed and approved by FFM (the "Business"); and

Vendor desires to sell its good and/or services and operate its Business on the Premises, and FFM desires to grant Vendor entrance onto the Premises to sell its goods and/or services and operate its Business subject to the rule, and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set for in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

I. Approved Products and/or Services. Fifteen (15) days prior to offering any product or service for sale on the Premises, Vendor shall provide FFM with a written description of such product and service for FFM's approval. Vendor shall only

be allowed to sell those products and services on the Premises that FFM pre-approves, which such approval shall be in FFM's sole discretion.

2. Insurance Requirements. Vendor shall procure at its sole expense, and at all time during the term of this Agreement maintain insurance with financially sound and reputable insurance companies, insurance with respect to its properties, products, services, and Business against loss or damage of the kinds customarily insured against by business or persons engaged in the same or similar business and otherwise as required by law. Vendor's insurance shall include: (a) general commercial liability insurance against liability on all account of damage to persons (including bodily injury) and property with policy limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) insurance under all applicable workers compensation laws; and (c) insurance against loss by reason of business interruption, with such insurance policies to be in a form reasonably satisfactory to FFM as determined in FFM's sole discretion. Vendor shall give FFM not less than thirty (30) days prior written notice before any material amendment to any such policy by endorsement or any lapse, termination or cancellation thereof, each such policy of liability insurance shall list FFM (and its affiliates, owners, officers, directors, managers, members, representatives, agents, employees, and contractors) as an additional insured, and each such policy of insurance shall list FFM as loss payee pursuant to a loss payee clause in form and substance satisfactory to FFM. Upon request by FFM, Vendor shall provide a certified copy of any insurance policy to FFM within five (5) working days.

3. INDEMNIFICATION. VENDOR, AND ITS OWNERS, REPRESENTATIVES, AGENTS, SUCCESSORS IN INTEREST, ASSIGNS, AND ANYBODY ELSE CLAIMING THROUGH OR UNDER THEM (COLLECTIVELY, "VENDOR PARTIES"), JOINTLY AND SEVERALLY, HEREBY AGREE TO INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO FFM OR FFM'S REPRESENTATIVES), AND HOLD HARMLESS FFM AND FFM'S RESPECTIVE AGENTS, REPRESENTATIVES, OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, DIRECTORS, MEMBERS, MANAGERS, PARTNERS, SUCCESSORS AND ASSIGNS, AND ALL OF THEIR RESPECTIVE AFFILIATES (HEREINAFTER COLLECTIVELY "FFM PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL), COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS), AT LAW OR IN EQUITY, ARISING FROM ANY OCCURRENCE, ACTIVITY, OR THING DONE, PERMITTED OR SUFFERED BY VENDOR, OR ANYONE ELSE CLAIMING BY, THROUGH OR UNDER VENDOR RELATED TO, IN CONNECTION WITH, OR ARISING FROM VENDOR'S (A) OPERATION OF ITS BUSINESS; (B) ACTIVITIES CONDUCTED ON THE PREMISES AND/OR (B) BREACH OF THIS AGREEMENT.

4. Approved Products and/or Services. Fifteen (15) days prior to offering any product or service for sale on the Premises, Vendor shall provide FFM with a written description of such product and service for FFM's approval. Vendor shall only be allowed to sell those products and services on the Premises that FFM pre-approves, which such approval shall be in FFM's sole discretion.
5. Assumption of Risk: "AS IS". Vendor assumes full responsibility and all risk for the operation of its Business on the Premises and the activities being engaged on the Premises by others. FFM does not make any representations, guarantees, or warranties about the safety of the Premises. FFM is not responsible for any theft or loss of Vendor's property on the Premises and parking areas. The Premises are provided in an "AS IS" condition, and FFM makes no warranty, express or implied, regarding the condition of the Premises.
6. Use of Portable Hand-Sinks. Vendor assumes full responsibility and all risk for the operation and use of the Portable Hand-Sinks on and off FFM premise. FFM does not make any representations, guarantees, or warranties about the safety of the Portable Hand-Sinks. The Portable Hand-Sinks are provided in an "AS IS" condition, and FFM makes no warranty, express or implied, regarding the condition of the Portable Hand-Sinks.
4. Rules and Regulations. Vendor has read and agrees with the Frisco Fresh Market Rules and Regulations. I have read and agree with the Frisco Fresh Market's Rules and Regulations.

FRISCO FRESH MARKET, LLC,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

### **FFM Trash and Dumping Rules:**

Please read the following guidelines carefully, as we will be fully reinforcing our **\$300 dumping fine policy**. There are cameras covering the entire site, including the trash bin area, and we will be investigating any and all violations of the following policies. Thank you for your cooperation.

➤ **1st Bin = Trash Compactor, TO BE USED FOR:**

- Wet Waste Trash
- Food & food-stained waste
- Liquids
- Wood/Crates
- Lids/Caps
- Kitchenware
- Packing Peanuts and bubble wrap

➤ **2nd Bin = Recycle Compactor, TO BE USED FOR:**

- Cardboard/Paper
- Glass
- Empty Plastic Containers
- Metals

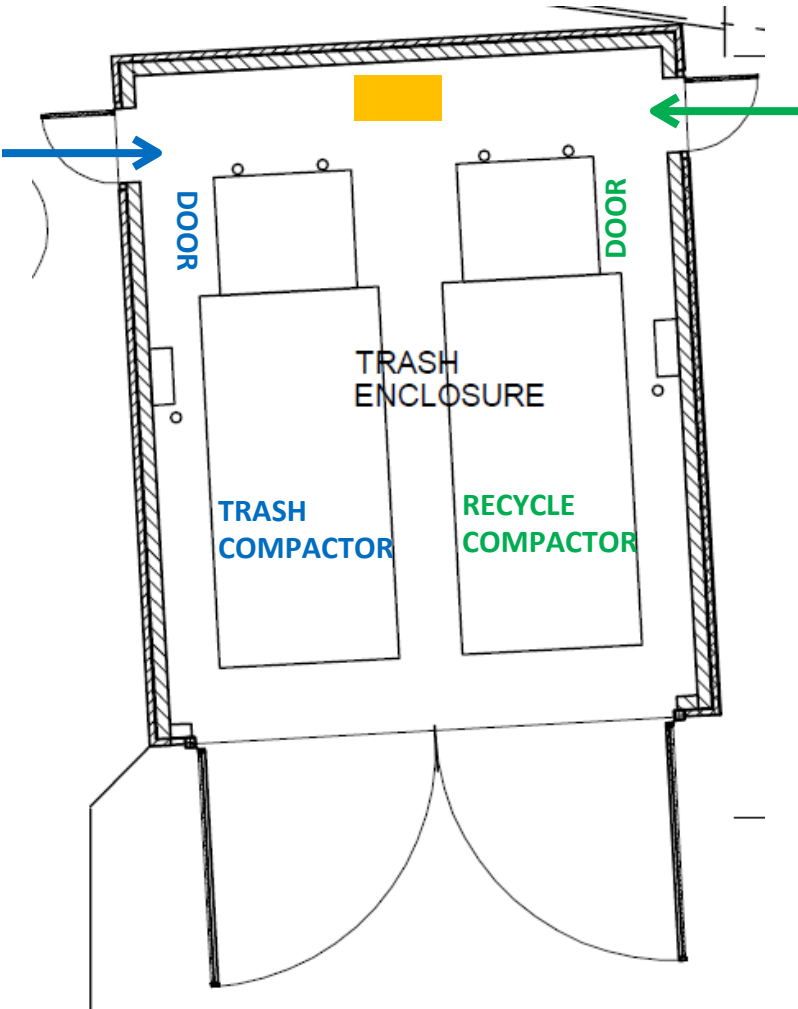
I have read and agree to the terms above. .

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Compactors Info



TRASH COMPACTOR	GREASE BIN	RECYCLE COMPACTOR
Wet waste	Grease	Cardboard/Paper
Food & food-stained waste	Oils	Glass
Liquids		Empty Plastic Containers
Wood/Crates		Metals
Lids/Caps		
Kitchenware		
Packing peanuts and bubble wrap		



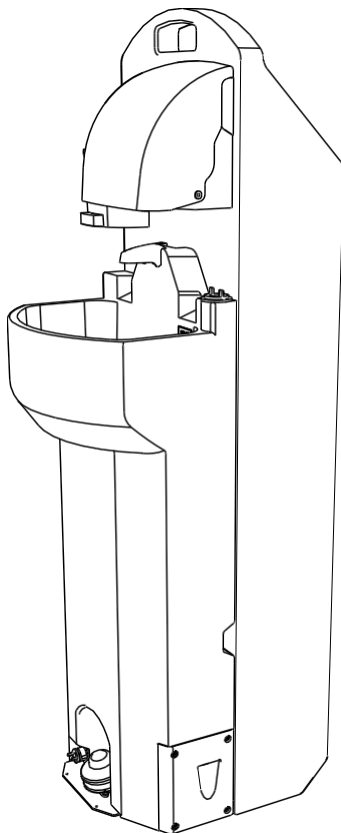
# PSW2-1000 HandStand™2 Wash Stand with Wheels User Manual

## General Overview

*The PSW2-1000 HandStand™2 sink is easily transportable with a built-in handle and rubber treaded wheels. Designed for use where convenient hand washing is desired or required, such as offices, class-rooms, construction sites, festivals, food service locations, etc., to be used indoors or out. The compact design allows it to be used most anywhere. Ideal where space is limited. Shipped fullyassembled.*

## Specifications

Height	62 in	157.5 cm
Width	18 in	45.5 cm
Depth	22 in	55.9 cm
Fresh Water Capacity	17 gal	64.4 L
Gray Water Capacity	19 gal	72 L
Pump Capacity (per stroke)	2 fl oz	59.14 ml
Soap Dispenser Capacity	30 fl oz	887 ml
Number of Single Dispenses	1088	1088
Paper Towel Capacity	1 Roll or 500 Single Fold (2 packs - Georgia Pacific 23504)	
Weight Empty	47 lb	21.3kg
Weight Full	189 lb	85.7kg



*All materials, including resin, pigments and*

*additives used to make the plastic components as well as the plumbing components that come in contact with the fresh water are U.S. FDA food grade compliant.*

### POLYJOHN USA

PolyJohn Enterprises Corp  
2500 Gaspar Ave.  
Whiting, IN 46394  
Phone: 800-292-1305  
Fax: 219-659-0625  
www.polyjohn.com  
info@polyjohn.com

### POLYJOHN WORLDWIDE

PolyJohn (UK) Ltd.  
Equinox 1 Audby Lane  
Wetherby, England LS227RD  
Phone: 44 (0) 1937-583333  
Fax: 44 (0) 1937-583322  
www.polyjohn.co.uk  
sales@polyjohn.co.uk  
PSW2-1000 - HandStand  
March - 2012  
Page 1 of 4

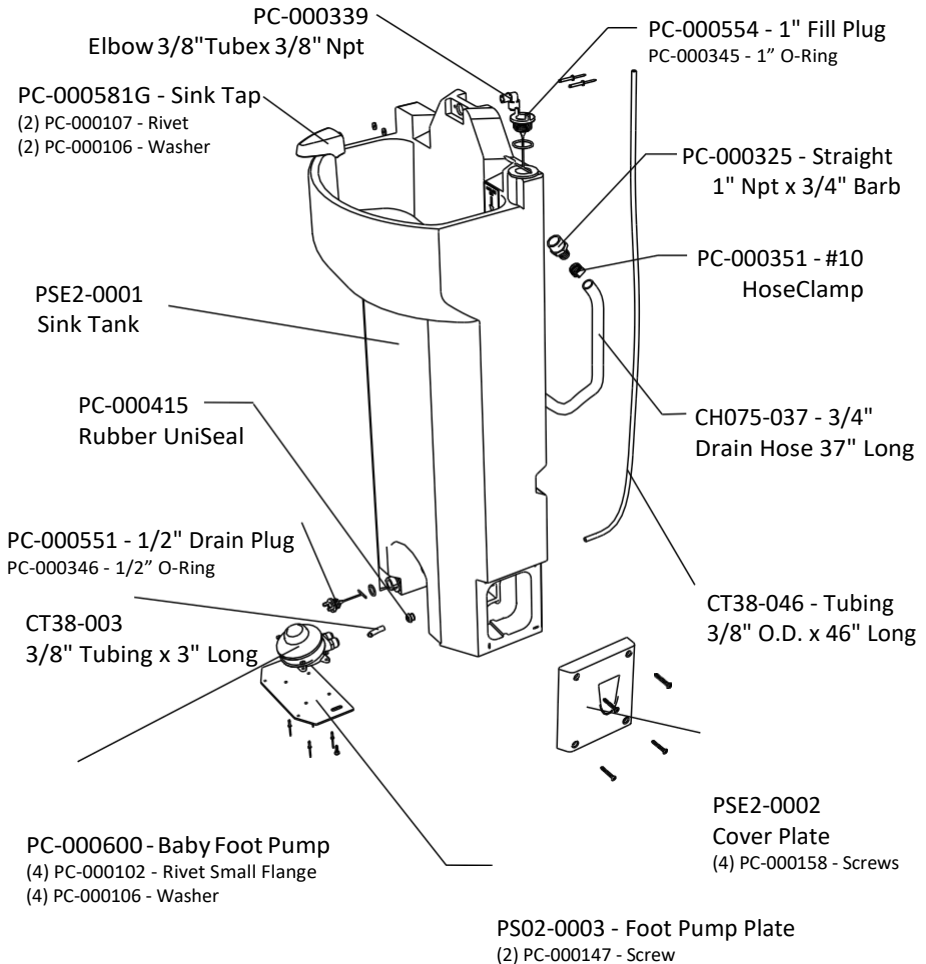
### POLYJOHN CANADA

PolyJohn Canada  
P.O. Box 2300  
199 Forest Plain Rd.  
Orillia, Ontario LV3 6S2  
Phone: 800-465-9590  
Fax: 705-325-8250  
www.polyjohncanada.ca



info@polyjohncan  
ada.ca

## Parts Drawing - Exploded View



### Important Decals

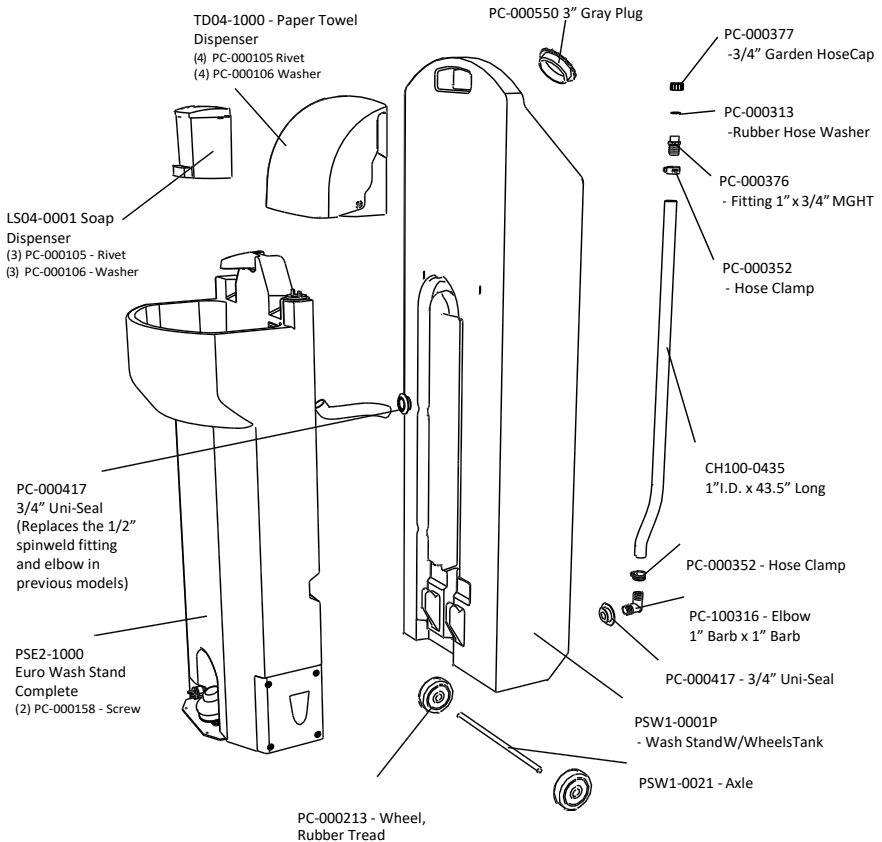
**NOT FOR COOKING OR DRINKING**, required by law in certain areas of the U.S. Other geographical areas require that the materials used to manufacture the sinks comply with the U.S. Federal Food and Drug Administration (FDA) guidelines 21 CFR 175.300 (resins), 177.1520 (olefin polymers) and 178.3297 (colorants for polymers). The materials also comply with the U.S. Public Health Service Drinking Water Standards, 42 CFR part 72 and U.S. Environmental Protection Agency Interim Primary Drinking Water Regulations 40 CFR part 141.

**HANDS FREE SINK**, instruction for user to use foot pump to operate the sink.

PSW2-1000 - HandStand  
March - 2012

**UNIT MUST BE DRAINED BEFORE TRANSPORTING**, reminds service operator to fully drain both the fresh water and waste water tanks before transporting.

## Parts Drawing - Exploded View



### Filling with Fresh Water

Unscrew the 1" fill plug located at the top, right hand side of the wash basin. Insert a standard 1" garden or similar type hose and fill with a few gallons of fresh water to perform a system check. Depress the pump a few times to "prime" it (*the pump has a built-in check valve that will hold a prime between uses*). If needed, continue filling to the top (*which is the 17 gallon water level capacity*). Tighten the plug when finished.

### Emptying Fresh Water

Drain the fresh water by unscrewing the 1/2" plug located at the bottom of the sink, to the left of the foot pump. Tighten the plug when finished.

### Emptying Gray Water

Wheel the sink to a proper and approved drain location. Pull the hose out from the rib on the back of the holding tank, remove the hose cap and empty the gray water. Re- place the cap when finished.

### Paper Towel Dispenser

The dispenser is designed to accept single or multi fold, as well as roll towels. The recommended towels are the *Georgia Pacific #23504* - single fold or the *Baywest Ecosoft #46200* - roll towel. **NOTE: When using other towels, be sure the width does not exceed**

**9-1/2".**

### **Soap Dispenser**

To fill the soap dispenser, open it by placing your hands on both sides of the dispenser and pressing up on the tabs at the rear of the lid. Fill with 30 fluid ounces (or desired amount) of liquid soap and snap the lid back on. To remove the dispenser for transporting the unit, remove the lid, and locate the tab on the middle of the mounting plate at the rear of the dispenser. Push in on it, and slide the dispenser up, and off. Snap the lid back onto the dispenser. **IMPORTANT:** Do not lie flat or transport your GrandStand before either removing or completely draining the soap dispenser to avoid accidental spillage of liquid soap as a slip/drop hazard may occur.

### **Winterizing**

- Drain all water from the tanks.
- Depress the foot pump to clear lines.
- Flush tank with a solution of chlorine and water.

### **CLEANING AND MAINTENANCE**

Use a mild soap to clean all surfaces and component parts.

Minor scratches and abrasions can be lightly sanded or scrubbed with a mild abrasive cleaner (such as "Soft Scrub") that contains calcium carbonate, hypochlorite bleach and detergents. Be sure to follow the cleaning product directions since these ingredients may cause hazardous gases when mixed with other chemicals. Rinse the cleaned area and buff with a conventional wax.

Some light scratches may also be hidden by using an industrial hot air gun.

To keep the water fresh add a "Fresh Sink Tablet" (*chlorinated tablet*) (our part number CK01-0030) each time the sink is filled with water.

For a source of cleaning, deodorizing and paper products contact:

**POLYJOHN**  
**2500 GASPAR AVE.**  
**WHITING, IN 46394-2175**  
**800-292-1305**  
**[www.sinksnmores.com](http://www.sinksnmores.com)**

### **MISSION STATEMENT**

"PolyJohn is a family owned, state of the art, plastics manufacturing company dedicated to providing its employees with a work environment committed to excellence, and its customers with innovative products, services and technology that meet or exceed their requirements."

**THANK YOU FOR PURCHASING POLYJOHN PRODUCTS!**

Look for us on the Web @ [www.PolyJohn.com](http://www.PolyJohn.com)