

LEE'S MARKETPLACE

VENDOR APPROVAL REQUIREMENTS

To: All Vendors

Thank you for your interest in establishing a relationship with Lee's Marketplace. It is our policy to have on file proof of **current product liability insurance**, on all vendors we do business with. This includes all regular vendors, drop-shipment and direct store delivery vendors, brokers, and distributors.

Please submit the required documents listed below to the Lee's Marketplace buyer handling your request for vendor approval.

Required Documents
Attached (X)

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1. An **ORIGINAL CERTIFICATE OF INSURANCE**, evidencing Commercial General Liability and Products / Completed Operation Liability insurance and indicating the following:

- Limits not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate. General Merchandise and Pharmaceutical vendors require \$3,000,000 general aggregate.
- An additional Insured Vendor Endorsement naming Lee's Marketplace and its Subsidiaries.
- Certificate Holder information on the document should read:

Lee's Marketplace
Attn: Accounting
505 E 1400 N, Suite 110
Logan, Utah 84341

***Certificate should be obtained from your insurance department / carrier**

2. **INDEMNITY / FOOD AND DRUG GUARANTEE AGREEMENT**

This document must be signed by an officer of your company

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3. **ETHICAL CONDUCT POLICY STATEMENT**

This document must be signed by an officer of your company

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4. **Blank W-9 Form**

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5. **Food Safety Information Packet** (food merchandise only)

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LEE'S MARKETPLACE VENDOR APPROVAL REQUIREMENTS (cont.)

Federal Tax ID #:

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New Vendor

Vendor ID:

☐

Name Change

Old Name:

☐

Address Change

☐

Remittance Email Change

TERMS:

Checks for all invoices from Month 1 will be processed on the 20th of Month 2

If there needs to be any special considerations outside of our normal payment terms, please contact our Financial Controller.

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Credit Card – Net 10 (no fees charged to Lee's)

If you accept Credit Card with no fees charged to Lee's, payments can be processed the first week of Month 2.

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ACH: 2% 10 Net 30

Name:

Address (1):

Address (2):

City

State:

Zip:

Sales Contact:

AR Contact:

AR Phone/Email:

LEE'S APPROVED INDEMNITY AND FOOD AND DRUG GUARANTEE AGREEMENT

I. PRODUCT INDEMNIFICATION AGREEMENT:

For value received and in consideration of any purchases of products of our company by Lee's Marketplace or any of its subsidiaries or affiliates, Seller hereby agrees, in the event of consumer complaints, manufacturer complaints, counterfeit or adulterated product claims, claims of infringement or economic loss or advertising injury, or legal actions, alleging damage, death, illness or injuries resulting from the purchase, sale, distribution, advertisement, promotion and/or use of such products, to indemnify and save Lee's Marketplace, its subsidiaries, employees, officers, directors, agents, predecessors and successors (hereinafter "Lee's Marketplace") harmless from any and all suits, actions, claims, liability, expense of investigation, defense, litigation, settlement, judgment, costs or attorney fees and any other liability whatsoever, provided that the products were reasonably handled by Lee's Marketplace and provided further that Seller is notified within a reasonable time of any such complaint, claim, suit or legal action. The foregoing includes but is not limited to, allegations or claims of infringement of any patent, copyright, trademark, or other intellectual property right, and Seller hereby represents and warrants that the Seller's products and the packaging and labeling thereof, including trademarks used thereon, do not infringe any rights owned or possessed by any third party.

II. FOOD AND DRUG GUARANTEE AGREEMENT:

For the same consideration, Seller guarantees that no articles of food sold by it to Lee's Marketplace during Period in which this Guarantee is effective will be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, or within the meaning of any State, Food and Drug law, the adulteration and misbranding provisions of which are identical to or substantially similar to those found in the Federal Act, and that such goods will not be produced or shipped in violation of Section 404 or 301(d) of said Federal Act, provided, however, that Seller does not guarantee against such goods becoming adulterated or misbranded within the meaning of said Act or acts after delivery by it by reason or causes beyond its control; and provided also, that where goods are shipped under Lee's Marketplace or its subsidiaries' labels. Seller's responsibility for misbranding shall be limited to that resulting from the failure of the product to conform to the label furnished by Lee's Marketplace or its subsidiaries.

III. ENFORCEMENT:

In the event action is brought to enforce any of the provisions of this Agreement, the unsuccessful Party in such an action shall pay to the prevailing party its reasonable attorney's fees.

SELLER:

Name of Company

Authorize Signature, Title

Dated this ____ day of _____, 20____

LEE'S MARKETPLACE

ETHICAL CONDUCT POLICY STATEMENT

The purpose of this document is to notify all vendors, brokers and others who do business with Lee's Marketplace, or any of its affiliated companies of Lee's Marketplace expectations with respect to the ethical precepts that must control our business relationship.

We expect all business transactions with Lee's Marketplace to be conducted only according to the highest ethical standard at all times and under all circumstances, without qualification. All Lee's Marketplace employees must adhere to this standard and we expect those doing business with Lee's Marketplace as well as their employees and representatives likewise, to adhere to this standard. Any failure to do so may lead to, among other remedies, immediate termination of all business relationships with any entities and individuals involved.

Your agreement to the foregoing by signing and returning this statement will be a condition of your doing business with Lee's Marketplace and its affiliates in the future.

We understand and agree to this policy.

Name of Entity: _____

Address: _____

By: _____
Authorized Signature Title

Date: _____

Please return a signed copy of this statement to:

Lee's Marketplace Management
505 E 1400 N, Suite 110
Logan, UT 84341



Food Safety Information Packet

Welcome to Lee's!

We are excited to welcome you aboard! At Lee's, food safety is very important to all of us! Where Lee's purchases food from is just as critical as how we handle it once we have received it. Because of this, there are a few Lee's food safety policies you should be aware of.

Food Safety Modernization Act

Lee's is committed to selling safe and wholesome foods to our customers. The foods which we sell must come from companies that have food safety management plans such as HACCP. It is Lee's policy that we only sell foods that are produced in a facility that is inspected by a regulatory authority (FDA, USDA, and UDAF). Unfortunately, we cannot sell food that has been produced in a Cottage (home) Kitchen.

Recalls and Market Withdrawals

There may come a time when a product must be pulled from retail shelves due to a recall or market withdrawal. Whether a product is being pulled for quality or safety reasons, Lee's Food Safety Director must be notified **immediately**. Lee's has a quick online notification system that sends out information to all of our stores. Our policy states that the stores must pull the product within 1-hour of notification. They must also respond to the online documentation form with the number of products pulled within 2 hours. These records are critical in the event of an FDA follow up inspection.

Sampling

All vendor-sampling events must have prior approval. Safe food handling practices and professional attire are required throughout the sampling event. No personal drinks, eating or cell phones are permitted while you are on the Lee's sales floor. And please, never leave any food or equipment unattended.

The following items are required for all food-sampling events:

- ☐ Equipment needed (table, table cloth, hot holding equipment, etc.)
- ☐ Probe Thermometer ☐ Hair Restraints ☐ Single Use Gloves
- ☐ Allergen Warning Signs ☐ Cleaning and Sanitizing equipment
- ☐ Food Handlers Permit ☐ Professional Attire

If it is determined that Lee's MarketPlace standards or safe food handling practices are not being met, the sampling event may be suspended or canceled at the Store's discretion.

Thank you for your commitment to selling and serving safe food! If you have any questions or concerns, please don't hesitate to contact me.

John Spencer

Director over Food Safety | Lee's
john.spencer@leesmarketplace.com

Authorized Vendor Signature: _____

Date: _____