



City Clerk's Office
TEMPORARY USE PERMIT Application
Temporary Sales Unit

APPLICANT INFORMATION

Applicant name: Bower Shaved Ice LLC Phone: 3606213112
Applicant email address: bowershavedice@gmail.com
Applicant mailing address: 3508 W Barefoot St Eagle, ID 83616
Applicant physical address: 3508 W Barefoot St Eagle, ID 83616
Applicant tax identification number:
Agent upon whom service of process may be made in Idaho (Person responsible for receiving legal documentation on behalf of Applicant): Michael Bower 360-621-3112

PROPERTY INFORMATION

Location of temporary sales unit: 305 W Overland Rd Meridian, ID 83642
Assessor's parcel number(s):
Current land use: Lowe's Current zoning district:
Applicant's interest in property: [] Own [x] Rent [] Other
Owner name: Lowe's Phone: 208 855 5160

TEMPORARY SALES UNIT INFORMATION

Date(s) of temporary sales (must have starting and ending date): 5/25/26 9/7/26
(Not to exceed 120 days per calendar year, per property)
Hours of operation: 11 am to 9 pm
Name and General description of temporary sales to be conducted (including goods/services to be sold, traded, given away, offered, displayed, or delivered): Snow cone shack

- Operations will include (check all that apply):
[] Mobile food preparation
[] Use of cooking oils
[] Production of smoke/vapors



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Persons who will operate under this permit (List both mailing and physical addresses if not same; attach additional pages if necessary):

Bower Shaved Ice LLC 3805 Barefoot St Eagle, ID 83616

Structure to be used - May not exceed 700 square feet (dimensions, location, purpose):

Shed 74" x 122" in Lowe's parking lot to serve snow cones out of

Type of electrical used for temporary structure: (existing, temp power pole, generator, etc.)

Generator

Parking area to be used (dimensions, location, surface):

Parking is provided by Lowe's

Security personnel and equipment: n/a

Crowd control measures: n/a

Traffic control measures: n/a

Emergency communication and evacuation plan: Employees will be instructed to contact 911 and evacuate the shack

Clean up and tear down plan (include dates/times + sign removal):

Operation hours will be from 11 am to 9 pm. Monday thru Saturday

9/07/2020

Shack removal date? no later than 9/15/26

TEMPORARY SIGN INFORMATION

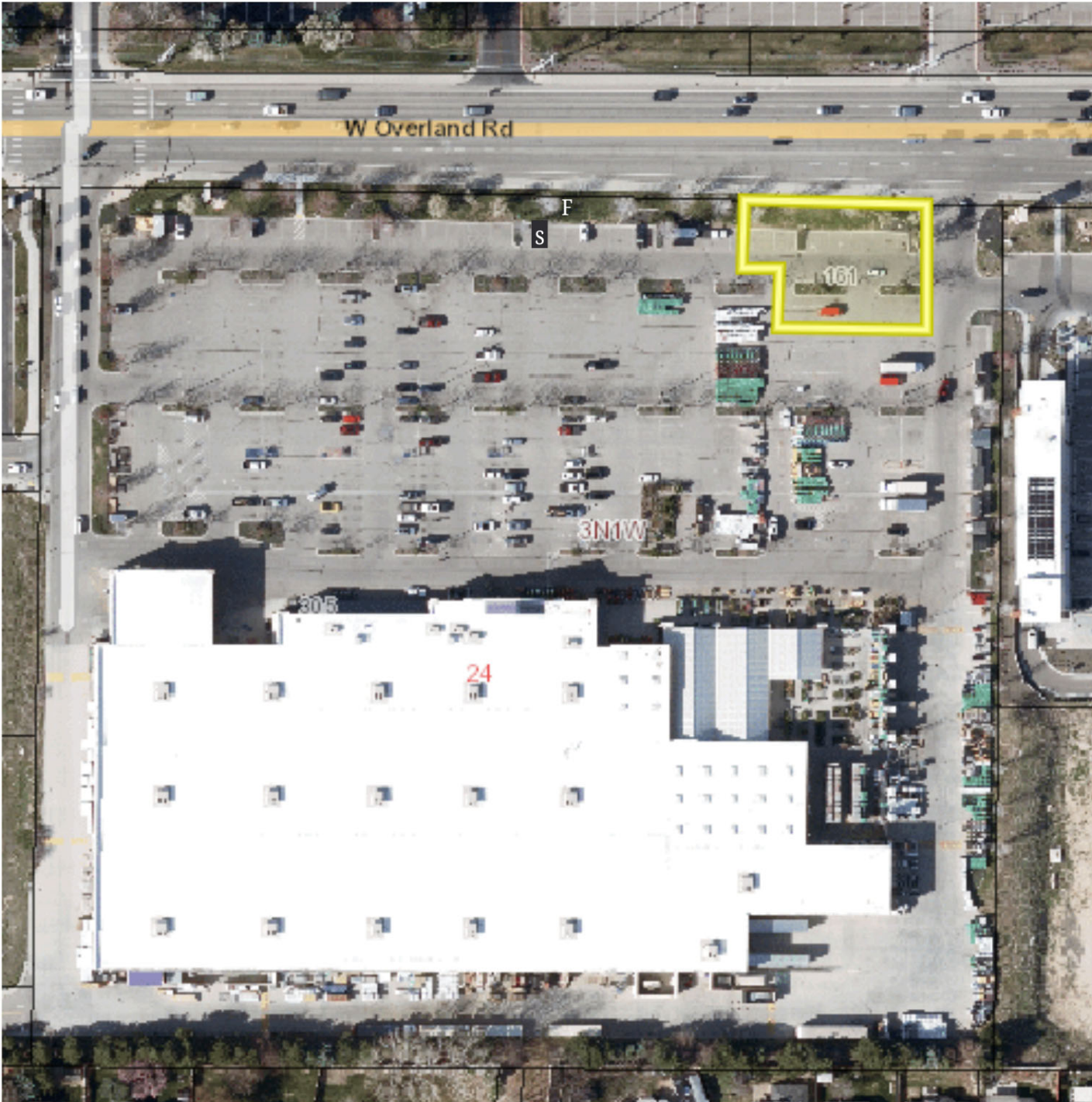
Including any banners or flags

Temporary signs (on-site only): (Two (2) signs maximum not to exceed 16 square feet each)

Size 1: 1 Flag 8 feet tall

All signage is attached to the shed.

Size 2:



S= SHACK

F = Flag

FOOD TRUCK/FOOD CART LICENSE AGREEMENT

This Food Truck/Food Cart License Agreement (this “**Agreement**”) is made and entered into as of **02/10/2026** (the “**Effective Date**”) by and between **LOWE’S HOME CENTERS, LLC**, a North Carolina limited liability company (“**Lowe’s**”), and **Bower Shaved Ice**, organized under the laws of **Idaho** (“**Licensee**”) by and through its authorized agent. In consideration of the mutual covenants and premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. USE; PRICING.** Licensee wishes to use the identified portion of the parking lot on property owned, leased, or controlled by Lowe’s (the “Lowe’s Property”), with such Lowe’s Property and identified portion being depicted on **Exhibit A-1** (the “Designated Location”) to provide food Use from a food truck or food cart as described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Use”) during the permitted hours of business specified in **Exhibit A**. Licensee is a non-exclusive provider of the Use. The menu/pricing and other details for the Use to be provided by Licensee are set forth in **Exhibit A** but will, in addition to the License Fee described in the below Section 3 and the attached **Exhibit A**, include a discount for Lowe’s associates no less than 10% off the retail/displayed price, are set forth in **Exhibit A**. Certain restrictions on food/beverage types, or other limitations, may be applicable to the Lowe’s Property and outside of the control of Lowe’s. As such issues arise or are identified, Licensee agrees that it will immediately remove such items from its menu and the Use. At Licensee’s option, Licensee may notify Lowe’s, in writing, at least 30 days in advance, that the restriction has made continuation of the Use commercially impracticable and Licensee is terminating this License as a result.
- 2. GRANT OF LICENSE.** Lowe’s grants Licensee the right to enter upon the Lowe’s Property for access to and from the Designated Location during the hours specified in **Exhibit A** and to provide the Use from the Designated Location pursuant to the terms hereof, which right is personal to Licensee. The Use does not include the right of Licensee to use the Lowe’s building(s) located on the Property. All Licensee signage must comply with applicable laws and the Lowe’s Food Service Guidelines, may not be affixed or attached to the Property, and must be easily removable, such that it may be removed on a daily basis if required by Lowe’s. Licensee is expressly prohibited from using Lowe’s utilities (e.g., water, electricity, etc.) unless consent is first obtained from the Program Manager specified in the Lowe’s Food Service Guidelines. The identity and contact information for the Program Manager will be designated in the Lowe’s Food Service Guidelines. The Property is being licensed by Lowe’s on an “AS IS”, “WHERE IS” and “WITH ALL FAULTS,” basis and Lowe’s will not be responsible for, and Licensee waives, any related cost or damages whatsoever.
- 3. LICENSE FEE.** The first Monthly License Fee payment will be due on the 1st day of each month occurring during the Term of this Agreement, Licensee will pay to Lowe’s, in advance, the amount of the Monthly License Fee for the monthly License granted pursuant to this License. Lowe’s reserves the right to specify (in the Lowe’s Food Service Guidelines or otherwise) the manner of payment, including ACH, wire, other methods. The Monthly License Fee will be the amount specified on **Exhibit A**.
- 4. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES.** Other than making reasonable efforts to make the Designated Location available to Licensee, Lowe’s will not be obligated to provide working space, resources or materials for use by Licensee’s Personnel. Licensee will supply all food, condiments, equipment, tools, materials, labor, and/or supplies necessary to perform the Use in accordance with this Agreement at Licensee’s sole cost and expense.
- 5. CONDUCT.** Licensee will closely monitor and take corrective measures, if necessary, to ensure that its employees, customers, and invitees do not drive recklessly or litter on the Property or otherwise constitute a nuisance, safety concern, or otherwise negatively impact the business of Lowe’s. Licensee will be responsible, at its sole cost and expense, for any electricity and water that may be needed for the Use. Licensee will ensure that Licensee’s Personnel: (a) observe and comply with Lowe’s security procedures, rules, regulations, policies, and the Lowe’s Food Service Guidelines; (b) minimize any disruption to Lowe’s business operations; (c) keep such facilities in good order, not commit or permit waste or damage and not use such facilities for any unlawful purpose or act; (d) conduct themselves professionally, ethically and courteously with respect to Lowe’s employees, Licensees, visitors and customers and (e) do not use or store hazardous materials (such as, Hazardous Substances, as defined by CERCLA; Hazardous Waste, as defined by RCRA, or any PFAS/PFOA) on the Property or in connection with the Use, except in small customary amounts (e.g., cleaning chemicals), or release any such substances on the Property. Licensee will not use, display, or have in its possession on Lowe’s premises any Competitor materials, tools, clothing items, or branded items at any time (“Competitor Materials”). This includes Competitor private label branded tools and materials. A “Competitor” is any of the following companies and each of their respective present and future subsidiaries, parent entities, and affiliates: The Home Depot, The Home Depot Supply, Menard, Inc., Sears Holding Corporation, Tru Value, Ace Hardware and/or Amazon.

Licensee understands that surveillance cameras and other monitoring is or may be conducted at the Designated Location and Licensee waives any claims related thereto. Additionally, Licensee will take all measures required under the applicable laws, and other commercially reasonable measures, necessary to protect its customers’ Sensitive Information (defined below). Licensee will not provide any Sensitive Information to Licensor or take any action relative to Sensitive Information on Licensor’s behalf. Licensee represents and warrants to Lowe’s that the collection, storage, management, processing, maintenance, transmission, and protection of Sensitive Information by Licensee will comply fully with all applicable laws and regulations and the highest industry standards. “Sensitive Information” means any information that (i) identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a specific person; (ii) constitutes “personal identifying information,” “personally identifiable information,” “personal information,” or “nonpublic personal information,” as defined in any applicable law or regulation; and (iii) constitutes “cardholder data” or “sensitive authentication data” as those terms are defined in the most current version of the Payment Card Industry Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS) Glossary of Terms, Abbreviations, and Acronyms.
- 6. DECLARATION BY LICENSEE.** Licensee is an independent contractor, and neither Licensee, Licensee’s employees, contractors, subcontractors and/or agents (“Licensee’s Personnel”) are, or will be deemed, Lowe’s employees. In its capacity as an independent Licensee, Licensee declares that it has complied with all federal, provincial and local laws regarding business permits, licenses and regulations, at Licensee’s sole cost and expense,

that may be required to perform the Use. In addition, Licensee will, and will cause all of its officers, directors, agents, employees and permitted subcontractors who perform any work or service in connection with this Agreement in compliance with: (a) Lowe's Vendor Code of Conduct (the "VCC"), which is attached hereto as **Exhibit B**, and may be updated from time-to-time by Lowe's in its sole discretion; (b) the Lowe's Food Service Guidelines, which Licensee agrees has been made available upon request, and may be updated from time-to-time by Lowe's in its sole discretion; (c) all applicable domestic and foreign laws, ordinances, rules and regulations and codes, and regulations; and (d) all safety and security requests, inspections and programs, whether mandatory or voluntary, made by (i) any governmental entity or (ii) Lowe's and made available to Licensee by Lowe's. Licensee also represents and covenants that Licensee and all Licensee's Personnel are and will remain at all times during the Term of this Agreement, fully licensed where licensure is required by law or regulation. Licensee understands and agrees that it may not subcontract persons, or other entities of any kind to aid in the performance of the Use without the prior written consent of Lowe's. If such consent is given by Lowe's, Licensee will be responsible for and will guarantee the performance of all of its subcontractors and will monitor and manage such subcontractors and Licensee will remain directly responsible in accordance with this Agreement for the performance of Use subcontracted by Licensee. Furthermore, Licensee understands and agrees it will be responsible for any acts or omissions of Licensee's Personnel. Licensee and Licensee's Personnel will be subject to and will comply with amendments and revisions to the VCC and Lowe's Food Service Guidelines so long as either (y) Lowe's provides a copy of same to Licensee, or (z) Lowe's advises Licensee of a web-based or similar location for periodic updates of same to be made available to Licensee on an ongoing basis.

7. LICENSEE RESPONSIBILITIES FOR AND PAYMENT OF TAXES. Licensee is responsible to pay its Licensee Personnel, and Licensee's income, sales, use, payroll, and other taxes related to the Use, this Agreement, or the use of the Designated Location, according to law. Without limiting the foregoing, Licensee agrees it will be solely responsible for withholding, paying and reporting any and all required federal, state or local income, employment and other taxes and charges imposed by any jurisdiction in respect of or in connection with compensation of all personnel performing Use under this Agreement. Furthermore, Licensee acknowledges and agrees it is Licensee's responsibility to: (i) determine the taxability of the Use, (ii) register for the collection of such taxes with any and all appropriate taxing jurisdictions where legally required to do so prior to invoicing, and (iii) reimburse Lowe's for any taxes, interest and/or penalties as well as all costs (including attorneys' fees and expenses) related thereto that Lowe's pays or is required to pay as a result of Licensee's failure to perform its obligation under this Section.

8. CONFIDENTIALITY; NO PUBLIC STATEMENTS. As part of the business relationship between Licensee and Lowe's, Licensee may be in or come into possession of information or data which constitutes trade secrets, know-how, confidential information or is otherwise considered secret by Lowe's ("Confidential Information"). The Confidential Information includes the Lowe's Food Service Guidelines unless made publicly available. Licensee agrees to maintain such information in the utmost confidence, to use such solely in connection with such business relationship and to take all measures necessary to protect such information. Licensee will, upon the earlier of Lowe's request or termination of this Agreement, return or destroy all written and/or tangible Confidential Information. Licensee will not issue any press release or make any other public disclosures, announcements, statements or communications concerning a relationship or transaction with Lowe's, or the contents of this Agreement, without the written consent of the Vice President of Corporate Communications for Lowe's Companies, Inc.

9. REPRESENTATIONS AND WARRANTIES. Licensee represents, warrants, and agrees, as follows:

- (a) The execution and performance of this Agreement, and all warranties and agreements contained herein, are within its corporate, partnership, or company (as applicable) power.
- (b) Licensee agrees that Lowe's has no duty to inspect or monitor the Use.
- (c) Lowe's will not provide any insurance coverage of any kind for Licensee or Licensee's Personnel.
- (d) Licensee is not under any obligation of a contractual or other nature to any party, or granted any right or license, which is inconsistent or in conflict with this Agreement or which would prevent, limit or impair in any way the performance by Licensee of its obligations hereunder.
- (e) The Use will be conducted with the degree of skill and care that is required by current good and sound professional procedures and practices in accordance with industry standards. All Licensee's Personnel are, and will remain at all times during the Term, fully licensed in all jurisdictions in which the Use are rendered where licensure is required by applicable laws or regulations.

10. TERM. The initial term of this Agreement will be for one (1) year (the "Term") and will begin on **05/01/2026**. The Term will automatically renew on a year-to-year basis thereafter provided that either party may terminate this Agreement at the expiration of the initial Term or upon the expiration of any renewal of the Term by providing the other party with not less than Thirty (30) days prior written notice of termination.

11. TERMINATION. Notwithstanding Section 10, above, or any other provision to the contrary, Lowe's may terminate this Agreement without cause or reason after giving at least ten (10) days' notice to Licensee of Lowe's intent to terminate, and in such case, Lowe's will have no further liabilities or obligations under or with respect to this Agreement. Lowe's may terminate this Agreement immediately, without advance notice, for the following acts or omissions of Licensee: (a) negligence, dishonesty, malfeasance, fraud or misconduct in the performance of the Use; or (b) a material or incurable breach of a term of this Agreement; or (c) the failure or refusal to perform the Use on the Lowe's Property for a period of five (5) or more consecutive days.

12. INDEMNIFICATION. Licensee agrees to defend, indemnify and hold harmless Lowe's, its parent, and all subsidiaries and affiliates thereof and their respective directors, officers, employees, shareholders, agents, attorneys, assigns and successors-in-interest ("Lowe's Indemnitees") against all claims, demands, actions, investigations, losses, costs, and/or liabilities arising out of or resulting from: (a) any breach of this Agreement and/or Licensee's warranties hereunder; (b) any injuries or death or damage to property, including theft; (c) an act or omission of Licensee or Licensee's employees, agents or subcontractors related to this Agreement; (d) any claim that any Use and/or deliverables and/or products infringe upon or misappropriates any third party's intellectual property rights or that surveillance of the Designated Location violates any privacy or similar rights (or any law protecting those rights); any breach of law, contract, or other duty by Licensee related to Sensitive Information. If any third party makes any claim covered by this provision against Lowe's, Lowe's will give Licensee notice of such claim; provided, however, that any failure of such

notice will not relieve Licensee of its obligations hereunder. For any claim, Licensee will be obligated to defend the Lowe's Indemnitees in question. Licensee will pay all judgments against and assume the defense of Lowe's Indemnitees upon Lowe's Indemnitees' demand with respect to any claim, even if any such allegation of liability is groundless, false, or fraudulent. The Lowe's Indemnitees will have the right to participate as they deem necessary in the handling, adjustment, defense or settlement of any such matters. Lowe's will be entitled, upon notice to Licensee, at any time and at Licensee's sole expense, to: (a) designate counsel to be used by Licensee to defend the Lowe's Indemnitees; (b) approve of Licensee's selection of counsel to defend the Lowe's Indemnitees; (c) undertake and assume sole control of the Lowe's Indemnitees' defense with counsel of Lowe's own selection and/or (d) settle or otherwise proceed to resolution of any dispute at the Lowe's Indemnitees' sole option and Licensee agrees that it will reimburse Lowe's Indemnitees for all payments, costs and expenses paid by or for Lowe's Indemnitees in respect to said settlement. The Lowe's Indemnitees will not be bound by and Licensee has no authority to bind the Lowe's Indemnitees to the terms of any settlement or compromise of a claim entered into by Licensee unless Lowe's has given its prior written consent. If Licensee fails to assume and/or abide by its defense and indemnity obligations to diligently pursue and pay for the defense of any of the Lowe's Indemnitees within a reasonable time, Lowe's will have the right to defend or settle the claim, at Licensee's expense, and Licensee will reimburse Lowe's for all costs and expenses (including attorneys' fees and court costs) incurred by Lowe's in connection therewith. Licensee's agreement to defend, indemnify, and hold harmless the Lowe's Indemnitees under the terms of this Section is independent of and in addition to Licensee's agreement to maintain insurance under the "Insurance" Section. Licensee's insurer's position regarding insurance coverage for Lowe's and its parent company, subsidiaries and affiliates, and the respective officers, employees and agents thereof, as additional insureds, does not in any way modify or limit Licensee's obligation to defend, indemnify and hold harmless the Lowe's Indemnitees as set forth in this Section.

13. **INSURANCE.** Licensee will comply with all requirements set forth in **Exhibit C** hereto, including, without limitation, maintaining the coverages and amounts no less than those set forth in **Exhibit C**, which will in any event include (a) commercial general liability insurance sufficient and satisfactory to Lowe's, in amount, type and duration to fulfill its obligations under this Agreement; and (b) automobile liability insurance, for any and all automobiles used in the performance of Licensee's obligations hereunder and will name "Lowe's Companies, Inc. and any and all subsidiaries" as additional insureds with respect to commercial general liability insurance and automobile liability insurance. All policies required herein will be written on an occurrence basis with the exception of professional liability policy which may be written on a claims-made basis. All policies must be placed with carriers who have an AM Best rating of A-/VIII or above. A waiver of subrogation will be provided to Lowe's and any of its subsidiaries, with respect to the commercial general liability and automobile liability coverages.
14. **NO AUTHORITY TO BIND LOWE'S; NO USE OF LOWE'S NAME/MARKS.** Licensee has no authority to enter into contracts or agreements on behalf of Lowe's. This Agreement does not create a partnership or any other legal association between the parties; Licensee's relationship to Lowe's will at all times be that of an independent Licensee. Licensee will at all times display a sign that states that Licensee is "not owned by or affiliated with" Lowe's. Licensee will not use the "Lowe's" name or any trademarks owned or licensed by Lowe's whether registered or not, for any reason without first obtaining the prior written approval of the Lowe's affiliate LF, LLC. For the avoidance of doubt, without limiting the foregoing, Licensee will not include the Lowe's name or trademarks on any signage displayed at any Lowe's location or use them in any advertisement or promotion.
15. **CHOICE OF LAW/DISPUTE RESOLUTION.** The terms and conditions of this paragraph have been bargained for and are an essential part of this Agreement, and the parties agree that this Agreement and all matters arising out of, directly or indirectly, or related to this Agreement will be governed by and interpreted in accordance with the laws of the State of North Carolina, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. The exclusive jurisdiction (personal and, as allowed, subject matter) and venue for any action relating to this Agreement will be a federal or state court in Statesville, North Carolina and the parties hereby consent to such jurisdiction and venue. Except as provided below, all disputes arising under or related to this Agreement which cannot be resolved through negotiations between the parties will be submitted to mediation or arbitration as may be provided in the Lowe's Food Service Guidelines.
16. **ASSIGNABILITY; BINDING EFFECT.** Lowe's may assign any of its rights or delegate any of its obligations under this Agreement without the prior consent of Licensee. Licensee will not assign, transfer, or convey (including, without limitation, any change in the majority of ownership interest in, or control of, Licensee) any of its rights, nor delegate any of its duties, under this Agreement without the prior written consent of Lowe's.
17. **NOTICES.** Any notice given to Lowe's in connection with this Agreement will be given in writing and will be delivered either by hand to the party (with written confirmation of receipt) or by certified mail, return receipt requested, to the party at the party's address stated above. For Lowe's, all such notices must be delivered Attention: VP - Troy Saunders. In addition, all notices by Licensee to Lowe's must also be sent to: Office of the General Counsel, Lowe's Companies, Inc., 1000 Lowe's Blvd., Mooresville, NC 28117. Any party may change its address stated herein by giving notice of the change in accordance with this Section. Any notice may be given to Licensee by hand to the party (with written confirmation of receipt) or by certified mail, return receipt requested at the address stated above or may be delivered by email to FoodTruckProgram@Lowe.com & Law@lowes.com, with such email notice being deemed to be effective if sent to the correct email address.
18. **ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES.** Licensee agrees that Lowe's, in its sole discretion, may convert this Agreement into an electronic record and that in the event of any dispute involving this Agreement, a copy of such electronic record may serve as the exclusive original. The parties' consent to conducting business via electronic transactions and recognize the validity, enforceability and admissibility of any electronic record or any electronic signature created in connection with this Agreement or the relationship contemplated by it. An electronic record of this Agreement and any electronic signature made in connection with this Agreement will be deemed to have been signed by hand by the parties.
19. **MISCELLANEOUS.** If any term or provision hereof is held to be invalid, unenforceable, or illegal, such holding will not invalidate or render unenforceable any other provision hereof, and the remaining provisions will not be impaired thereby. The failure of either party to exercise any of its rights under this Agreement for a breach thereof will not be deemed to be a waiver of such rights or a waiver of any subsequent breach. Unless

otherwise agreed between the parties pursuant to a separate agreement, all work performed by Licensee during the Term of this Agreement will be governed by the provisions of this Agreement. In the event of a conflict between or among the provisions of this Agreement and provisions in **Exhibit A** or any other exhibit or attachment to this Agreement, the provisions of this Agreement will prevail. This Agreement, together with all exhibits, attachments and appendices which are incorporated herein by reference, constitutes the entire agreement between the parties hereto concerning the matters covered herein and supersedes all prior agreements and/or understandings, between the parties, whether written or oral, concerning the matters addressed herein.

20. NON-VALIDITY. THIS AGREEMENT IS VOID AND NOT VALID IN RESPECT TO USE FOR SOFTWARE AND COMPUTER USE, PURCHASES OF FIXTURES, EQUIPMENT AND PERSONAL ITEMS, COPYRIGHT AND INTELLECTUAL USE, PROJECT ASSEMBLY, LOWE'S INSTALLED SALES PROGRAM AND TEMPORARY EMPLOYMENT SERVICE AGREEMENTS.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth in Section 13 above, but if not filled in, the date last executed by a party below.

LOWE'S:

LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company

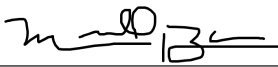
By: 

Title: Vice President of Corporate Facilities Management

Date: 02/16/2026

LICENSEE:

Bower Shaved Ice DBA Bower Shaved Ice
Legal Name of Licensee

By: 

Title: Managing Member

Date: 02/10/2026

SCR

EXHIBIT A

Use, Deliverables and/Products and Pricing

EXHIBIT A-1

Designated Location

STORE # 2792, Lowe's of S. Meridian, ID

Monthly Fee

\$ 0 monthly

Lowe's Associate Discount

50 %

Expected Days & Hours of Operation

Mon- Sun 11am-
9pm

Truck/Cart Design & Menu

Pictures of food truck and menu provided to FoodTruckProgram@Lowe.com



EXHIBIT B

Compliance -- Lowe's Vendor Code of Conduct

This Vendor Code of Conduct ("Code") applies to all vendors who provide goods and services ("Vendors") to Lowe's Companies, Inc., or to any of its subsidiaries and affiliates ("Lowe's"). Vendors must be committed to the highest standards of ethical conduct in their business practices. This Code sets forth the basic requirements that all Vendors must comply with in order to do business with Lowe's. If Lowe's believes that any Vendor has violated this Code, Lowe's has the right to terminate its business relationship with the Vendor and to proceed to secure any and all rights or remedies available. Lowe's reserves the right to make reasonable changes to the Code's requirements, and the latest version of the Code can be found on Lowe's websites and vendor portals, or as otherwise specified in any agreement between Lowe's and the Vendors.

A. Business Integrity and Ethics

- 1. Compliance with Laws and Lowe's Policies:** Vendors must fully comply with all applicable laws, regulations, and with Lowe's policies published on its vendor portals, including but not limited to, the Human Rights Policy, Safer Chemicals Policy, Conflict Minerals Policy, and Wood Sourcing Policy. To the extent that Lowe's policies impose a higher standard than what is required by any applicable law or regulation, Lowe's policies will prevail.
- 2. Conflicts-of-Interest:** Vendors will not engage in any activity which could create either the appearance of, or an actual conflict-of-interest, between the personal interests of Lowe's associates or their immediate family members and Lowe's interests.
- 3. Gifts and Benefits:** Lowe's prohibits Vendors from giving gifts or entertainment exceeding nominal value to Lowe's associates or their immediate family members. The following types of gifts and entertainment may never be offered, regardless of value: cash or cash equivalents (i.e. gift cards); gifts that are or could be illegal; gifts or entertainment (including meals, transportation and travel accommodations) offered in connection with an inspection, audit, or during a bidding process involving the Vendor, or anything offered to an agent or consultant working on behalf of Lowe's in connection with an inspection, audit, or bidding process involving the Vendor. This policy remains in effect during traditional gift-giving seasons.
- 4. Former Lowe's Associates:** For a period of one year following separation, Lowe's will not conduct business with a former Lowe's employee operating on Vendor's behalf if the business relates to an area in which the former employee worked or had influence while employed by Lowe's.
- 5. Sourcing:** Lowe's encourages all Vendors supplying goods and services to Lowe's U.S. and Canada stores or facilities, to share Lowe's commitment, where possible, to utilizing small, woman, minority, veteran, disability, and/or LGBTQ-owned businesses for subcontracting opportunities in connection with Lowe's contracts. For information regarding this requirement, Vendors supplying or seeking to supply goods and services to U.S. stores or facilities should consult Lowe's Supplier Diversity Program.
- 6. Conflict Minerals:** Vendors will avoid using columbite-tantalite (tantalum), cassiterite (tin), wolframite (tungsten) or gold, determined by the Secretary of State to be financing conflict in the Democratic Republic of the Congo or an adjoining country ("Conflict Minerals") in any products that are sold to Lowe's. To comply with this obligation, Vendors will conduct due diligence, maintain records, and provide Lowe's with verification of the source of the materials used in any products, as well as any additional relevant information at Lowe's request.
- 7. Anti-Corruption:** Vendors must not tolerate, permit, sanction, or engage in bribery, corruption or unethical practices whether in dealings with public officials, or individuals in the private sector. Vendors must comply with all applicable anti-corruption laws and regulations, including the United States Foreign Corrupt Practices Act ("FCPA"), in connection with the provision of any goods or services to Lowe's.
- 8. Subcontracting:** In the event that Vendors are permitted to use subcontractors in accordance with the terms of any agreement with Lowe's, Vendors will ensure that any such subcontractors comply with the Code in connection with providing goods or services to Lowe's. Vendors will not retain any subcontractor that fails to comply with the Code.
- 9. Confidential Information:** Vendors are expected to respect and protect Lowe's intellectual property rights, and to maintain the confidentiality and security of any information entrusted to them by Lowe's or its customers, unless otherwise expressly permitted by the terms of any agreement with Lowe's.

10. Information Privacy and Security: Vendors must protect information security with proper technical, physical, and administrative measures. Vendors are expected to respect and protect the information privacy of individuals whose personal information is entrusted to them, directly or indirectly, by these individuals or by Lowe's. Vendors may only use, retain, and disclose entrusted information for the purpose of conducting business with Lowe's or as otherwise permitted by Lowe's. Vendors must comply with all applicable privacy and data security laws.

11. Fair Dealing: Vendors must not manipulate, conceal, or misrepresent facts, misuse information, or otherwise act illegally, unfairly, dishonestly, or unethically.

12. Fair Competition: Vendors must adhere to any applicable fair competition laws prohibiting activities that restrain trade and create anticompetitive markets.

B. Labor, Health and Safety

1. Forced Labor: Vendors will not use any form of forced, bonded, indentured, compulsory or exploitative prison, trafficked, or slave labor, as defined in the International Labor Organization ("ILO") Forced Labour Convention (No. 29) and Abolition of Forced Labour Convention (No. 105). This includes a prohibition against the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion. All work must be voluntary, and workers will be free to leave work or to terminate their employment. Vendors must not require workers to surrender any government-issued identification, passport, or work permit as a condition of employment. To the extent Vendors rely on recruiting agencies to hire workers, such agencies must effectively employ policies that prevent forced, bonded, indentured, compulsory or exploitative prison, trafficked, or slave labor.

2. Child Labor: Child labor is strictly prohibited. Vendors will hire workers who meet at least the legally specified minimum age for employment, or the minimum age for completing compulsory education in the country where any product is manufactured or where any service is rendered, whichever is higher. No worker may be hired under the age of fifteen (15). Vendor must comply with all age-related working restrictions as set by local law and adhere to international standards as defined in the Minimum Age Convention (No. 138) and Worst Forms of Child Labour Convention (No. 182).

3. Working Hours: Working hours are not to exceed the maximum set by local law. Further, Vendors will limit workers' working hours to sixty (60) per week, including overtime, except for emergencies or extraordinary circumstances. The sixty (60) hours per week limitation does not apply to employees specifically exempted from the United States Fair Labor Standards Act of 1938, as amended. Workers will be allowed at least one (1) day off every seven (7) days.

4. Employment Practices: Vendors must have hiring practices that accurately verify a worker's legitimate eligibility to work.

5. Compensation: Vendors will pay all workers at least the minimum wage and benefits required by any applicable laws and regulations. Workers will also be compensated for overtime hours at the rate required by any applicable laws and regulations.

6. Freedom of Association: Vendors must respect the rights of all employees to lawfully associate, or not to associate, with groups of their choosing, as long as such groups are permitted by law. Vendors should not unlawfully interfere with, obstruct, or prevent lawful employee associations and any related activities, including collective bargaining activities.

7. Non-Discrimination: Vendors will follow all applicable laws and regulations and will prohibit discrimination or harassment on the basis of sex, race, color, religion, national origin, age, disability, marital status, gender identity, gender expression, or sexual orientation. All Vendors are expected to maintain a working environment free from discrimination or harassment.

8. Diversity and Inclusion: Lowe's expects Vendors to foster a culture and working environment that value and respect worker diversity and inclusivity.

9. Fair Treatment: Vendors are expected to maintain a working environment free from harassment and abuse. No form of physical, sexual, psychological or verbal abuse or harassment will be tolerated.

10. Health and Safety: Vendors will provide all workers with a safe work environment, appropriate personal protective equipment, workplace health and safety information, and relevant health and safety training.

11. Working Conditions: Vendors will provide all workers with access to clean toilets and potable water. Vendors will also provide workers with access to sanitary food preparation, storage, and dining areas. If Vendors provide worker

dormitories or other housing, these locations must be clean and safe while allowing entry and exit privileges for those housed.

C. Environmental Standards

1. **Environmental Permits:** Vendors will obtain and comply with all required environmental permits, including any regular reporting obligations.
2. **Water Management:** Vendors will implement a thorough water management process that identifies and monitors water sources, uses, and conservation opportunities. Vendors will also monitor and control wastewater and discharge.
3. **Waste Management:** Vendors will implement a thorough waste management process that identifies, monitors, and reduces sources of solid waste while prioritizing recycling where possible.
4. **Energy Efficiency:** Vendors will monitor energy consumption and should look to maximize energy efficiency while reducing consumption and greenhouse gas emissions wherever possible.
5. **Emissions Management:** Vendors will implement a thorough process to monitor, control, and treat hazardous air emissions.
6. **Hazardous Chemicals:** Vendors will implement a thorough process to identify, label, and manage hazardous chemicals in order to ensure their safe storage, use, and disposal.
7. **Restricted Materials:** Vendors will implement a thorough process to comply with all applicable laws, regulations, and Lowe's requirements in order to restrict or prohibit the use of specific materials in the manufacture, labelling, or packaging of any products.

D. Monitoring, Enforcement & Management Systems

1. **Monitoring and Enforcement:** Lowe's, whether acting by itself or through a third party, will take affirmative measures such as inspections and audits to ensure compliance with this Code. Vendors must maintain all documentation to demonstrate compliance with this Code and will make such documentation available to Lowe's or Lowe's authorized third-party agent upon request.
2. **Management Systems:** Vendors will implement management systems that facilitate compliance with this Code and any applicable laws and regulations, that identify and mitigate risks relating to this Code, and that facilitate continuous improvement. If a Vendor finds that either it or its subcontractors are noncompliant with this Code, the Vendor must inform Lowe's immediately or as soon as practicable and remedy any such noncompliance in a timely and sensitive manner.
3. **Whistleblower Protection and Non-Retaliation:** Vendors will create programs to ensure the protection of worker whistleblower confidentiality, and to prohibit retaliation against workers who participate in such programs in good faith, or who refuse an order that violates the Code. Vendors will provide an anonymous complaint mechanism for workers to report any workplace grievances or Code violations in accordance with any applicable laws and regulations.

Violations of this Code can be reported confidentially and in a local language. Please contact Lowe's through one of the following channels:

- Via the internet: www.ethicspoint.com
- Via e-mail: compliance@lowes.com
- Via telephone: 800-784-9592 for the U.S. or 503-619-1883 for use internationally.

EXHIBIT C

INSURANCE REQUIREMENTS

- I. Commercial General Liability
 - (A) Limits (can include umbrella liability limit):
\$1,000,000 minimum limits per Occurrence/\$2,000,000 General Aggregate

- II. Automobile Liability (if food service unit is an automobile)
 - (A) Any Auto (owned, hired and non-owned)
 - (B) Limits (can include umbrella liability limit):
\$1,000,000 minimum Combined Single Limit

- III. Workers' Compensation and Employers Liability
 - (A) Statutory Workers' Compensation Coverage
 - (B) Employers Liability Limit:
 - \$500,000 each accident
 - \$500,000 each employee bodily injury by disease
 - \$500,000 policy limit for disease

- V. General Requirements
 - (A) Additional Insured Language Requirement:
Lowe's Companies, Inc. and any and all subsidiaries are named as an additional insured as respects the Commercial General Liability and Automobile Liability policies. A waiver of subrogation will be provided to Lowe's and any subsidiary as respects the Commercial General Liability, Automobile Liability and Workers' Compensation policies.
 - (B) Commercial General Liability and Automobile Liability Policies must be written on an occurrence form.
 - (C) Commercial General Liability and Automobile Liability policies will be endorsed to state coverage is primary over any other available insurance.
 - (D) Licensee agrees to make a commercially reasonable effort to provide Lowe's with 30 days prior written notice of cancellation.
 - (E) Insurance must be written by an insurance company with a minimum rating of Best's A-, VIII or its equivalent and authorized to do business in the United States of America.
 - (F) Most current ISO (Insurance Services Office, Inc.) form or equivalent for all coverages.
 - (G) Original Certificate of Insurance (ACORD form) to be delivered to Lowe's prior to commencement of any work and/or service.
 - (H) It is the responsibility of the Licensee to ensure that Lowe's always has a current Certificate of Insurance for all lines of coverage.
 - (I) Self insured retentions are not permitted.



Temporary Sales Unit Application

Project Name Bower Shaved Ice
Application Number TUP-26-0066
Applicant Bower Shaved Ice LLC
Applicant Address 3508 W. Barefoot St., Eagle, ID 83616

Project Details

Bower Shaved Ice				
Address:	305 W OVERLAND RD			
Subdivision:		Lot:		Block:

Professional

Payor Michael Bower 2040 E Murray Holladay Rd Ste 117 3606213112

Fees and Receipts:

Number	Description	Amount
TUP-26-0066	Temporary Sales Unit	\$80.75
	Convenience Fee(s)	\$2.00
Total Fees:		\$82.75
185439	Check Number: (05/19/2026)	\$82.75
Total Receipts:		\$82.75
7		
Balance Due:		\$0.00

Comments