

# Tuskegee University

## VENDING AGREEMENT – 2018

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the following parties: (1) TUSKEGEE UNIVERSITY, through the Tuskegee University Controller's Office, hereafter referred to as "TU"; and (2) \_\_\_\_\_, hereafter referred to as "Vendor".

### WITNESSETH

WHEREAS, TU permits commercial vendors and University chartered student, faculty and staff organizations to sell specifically defined items on the Campus Avenue and Logan Hall Lawn in order to improve their availability to students, faculty and staff on TU's campus, thereby enhancing the overall quality of the students' residential life; and

WHEREAS, Vendor has made application to TU to operate in said designated area and TU has approved said application;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the receipt, adequacy and sufficiency of which consideration are hereby acknowledged the aforesaid parties hereby agree with each other as follows:

### DESIGNATION OF SPACE

- TU agrees to permit Vendor to occupy space as designated by TU, located in the following location(s): \_\_\_\_\_. The Tuskegee University Controller's Office shall designate the exact location of the area that the Vendor shall occupy, and said area shall hereinafter be referred to as the "Designated Area".
- Vendor shall be permitted to occupy the Designated Area, from the time \_\_\_\_\_, hereafter referred to as the "Occupancy period".
- Prior to Vendor's occupancy of the Designated Area, vendor shall report to the Tuskegee University Controller's Office Services, Kresge Center, in order to receive a permit assigned to Vendor.
- Vendors must provide their own tents, tables, chairs, power sources, etc.
- Vendor agrees not to sub-lease its space. If this occurs, all vendors shall forfeit vending fees paid and shall be escorted from the TU premises.
- Vendors allowed the space (length) of a 6 foot table.

### VENDOR'S RESPONSIBILITIES

- Vendor agrees to submit to TU for prior approval all products, signs, literature and other displays and advertisement material (hereafter collectively referred to as "products and materials") prior to their display and/or sale. TU in its sole discretion may grant or withhold its approval from the use of said products and materials and Vendor is prohibited from displaying or selling any unapproved products and materials. Products and materials shall be submitted to TU for approval no later than five (5) days prior to the beginning of the Occupancy Period. TU strictly prohibits credit card solicitations on campus and unauthorized use or reproduction of copyrighted or patented materials, i.e. videos, compact discs, cassette tapes, etc.

- Vendor may not sell any product, which uses the Tuskegee University name, logo or image without prior written approval from the University. Products or merchandise bearing Tuskegee University trademarks must be purchased from a Collegiate Licensing Company (CLC) licensed manufacturer. **Vending Permit will not be issued if merchandise is not officially CLC licensed merchandise.** The University can provide a list of licensees by product category. Trademark infringements will be reported to the CLC and dealt with accordingly. Vendor acknowledges and agrees that University has the right and obligation to control the nature and quality of goods sold by Vendor under this Agreement. Tuskegee University may demand the removal of any merchandise of “bad taste”, i.e. profanity, nudity or any item categorized in this manner.
- Vendor shall be responsible for installation and removal of its exhibit display in the designated area. Vendor must remove from the University campus all debris or trash resulting from his/her commercial vending, as well as products and equipment brought by vendor onto the University campus. Vendor must leave the University campus in the same condition in which it was in prior to use by the Vendor.
- Vendor or Vendor’s representatives shall at all times maintain a professional demeanor. Vendor and Vendor’s representatives shall also dress in appropriate attire (shirts and shoes required), observe all University no-smoking, alcohol and drug policies and refrain from the excessive use of stereos, tape players, microphones and other similar sound producing and amplification devices. Excessiveness will be determined at the sole discretion of TU. Appropriate attire will be determined at the sole discretion of TU.
- Vendor agrees that it will not use any advertising or other publicity materials that directly or indirectly indicate the availability of alcoholic beverages, cigarettes or drugs.
- Vendor shall be responsible for the reporting and payment of all applicable taxes to the appropriate federal, state and local authorities.
- Vendor shall be responsible for obtaining, at Vendor’s sole expense, any business licenses or permits necessary for conducting operations in the Designated Area. Vendor shall also be responsible for compliance with any laws or regulations regarding the carrying and posting of permits or licenses. Vendor shall be solely responsible for any fines or penalties assessed as a result of Vendor’s failure to obtain or properly post any necessary licenses/permits. Upon request by TU, Vendor shall produce and such licenses/permits to TU representatives for inspection. Failure to produce any necessary license/permit may result in the cancellation of this agreement by TU.
- Vendor agrees that it shall at times be responsible for enduring compliance with all applicable laws and regulations, whether federal, state or local, including laws pertaining to credit cards and credit, including, but not limited to, those related to the marketing of credit cards.

## **FEES\***

### **Football Games\***

- Vendor agrees to pay TU the following fees: \$150.00 per regular game for vending. Homecoming weekend rates are \$300 per day or \$500.00 for the weekend as rent for use of the Designated Area during the above-specified period. Said fee must be paid in full at the time the Vending Contract is accepted by TU. Cash, cashier's check or money order payable to Tuskegee University. Space will not be reserved until fee is paid. **All fees are discounted for registered TU student organizations \$\_\_\_\_\_.**

### **Commencement\***

- Vendor agrees to pay TU the following fees: \$200.00 per day. Vendors may setup from the hours of 7 a.m. – 7p.m. the day before and the day of commencement.

### **General Events\***

- Vendor agrees to pay TU the following fees: \$50.00 per day. Vendors may setup from the hours of 7 a.m. – 7p.m. on the following date/days \_\_\_\_\_.
- *\*All fees paid by Vendor are completely non-refundable. This includes cancellations and inclement weather. Times are subject to change. Vendors will be allowed to sell in one specified area, unless other areas have been paid for. The University is not responsible for Vendor supplies.*

## **LIABILITY**

- The University shall have no responsibility for the security of the Vendor and the Vendor's property or products. Therefore, the Vendor shall be solely responsible for security of his/her personal property or products.
- The University assumes no liability for the quality of the product sold by the Vendor. Further, the presence of Vendor on the University campus does not constitute an endorsement by the University for the Vendor or the product. Vendor agrees to hold harmless TU, its trustees, officers and employees from and indemnify them for any and all claims, damages, litigation expense, and attorney fees arising from or in connection with Vendor's activities under this agreement. The provision of this and the preceding paragraph shall survive the termination of this Agreement.
- This Agreement shall be construed in accordance with the State of Alabama.
- This Agreement constitutes the entire understanding of the parties on the subject matter hereof and may not be modified, terminated or amended.

## **DEFAULT AND TERMINATION**

- If Vendor breaches any of the provisions of this Agreement, TU, at its option, may immediately terminate Vendor's occupancy, retain any fees paid by Vendor, and cause Vendor to remove itself from the Designated Area.

- TU reserves the right to terminate this Agreement at any time for any or no reason. In the event of such termination, Vendor shall immediately surrender occupancy of the Designated Area to TU. No refunds will be given.

All communication with TU shall be directed as follows:

Controller's Office , Tuskegee University, Attention of Christina Donner, Room 110 Kresge Center, Tuskegee , Alabama 36088, (334) 727-8594.

WHEREFORE, the parties have executed this agreement on the date first written above.

TUSKEGEE UNIVERSITY

BY:

TITLE:

VENDOR

BY: \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

SSN or Tax ID: \_\_\_\_\_

The above vendor has paid \_\_\_\_\_ ( ) cash, ( ) cashiers check, ( ) money order for the sole purpose of vending.

\_\_\_\_\_

\_\_\_\_\_

Vendor