

## **COMMERCIAL VENDING AGREEMENT**

THIS AGREEMENT, made on the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES, through the Department of Athletics (Hereafter referred to as "FAMU" or "University") and \_\_\_\_\_, (Hereafter referred to as "Vendor").

### **WITNESSETH**

WHEREAS, FAMU permits commercial vendors and University chartered student, faculty and staff organizations to sell specifically defined items at the University in order to improve their availability to students, faculty and staff on FAMU's campus, hence enhancing the overall, quality of the student's campus experience; and

WHEREAS, Vendor affirms that it is appropriately licensed to conduct its vending activities;

WHEREAS, Vendor has made application to FAMU to operate in said designated area and FAMU 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 aforementioned parties hereby agree with each other as follows:

### **RECITALS**

The foregoing recitals are true and correct and are incorporated herein by this reference.

### **DESIGNATION OF SPACE**

1. FAMU agrees to permit Vendor to occupy one space in a specified location, as designated by FAMU. The Department of Athletics shall assign the exact location in the area that Vendor shall occupy (hereafter referred to as the "Designated Area").
2. Vendor shall be permitted to occupy the Designated Area, solely from \_\_\_\_a.m. - \_\_\_\_p.m. on \_\_\_\_\_ (hereafter referred to as the "Occupancy Period") commencing \_\_\_\_\_, 2014 and ending \_\_\_\_\_, 2014.
3. Prior to Vendor's occupation of the Designated Area, Vendor shall report to the Florida A&M University Athletic Department, Room 201 of Lua Bartley Building, to receive notice/FAMU Permit with the Designated Area that has been assigned to Vendor.
4. Vendor shall provide its own tents, tables, chairs, power sources, all equipment and supplies necessary to operate its business, etc. at its sole expense.
5. Vendor shall not sub-lease its space (often referred to as "double-up"). Vendor further acknowledges and agrees, in the event of such prohibited action, both vendors shall forfeit all vending fees paid and shall be immediately removed from FAMU's premises.

### **VENDOR'S RESPONSIBILITIES**

1. Vendor agrees to submit to FAMU for prior approval all products, signs, literature and other display and advertisement materials (hereafter collectively referred to as "product and materials") prior to their display and/or sale. FAMU in its sole discretion may grant or withhold its approval of said products and materials and Vendor is prohibited from displaying and/or

selling any unapproved products and materials. Products and materials shall be submitted to FAMU for approval no later than two (2) days prior to the beginning of the "Occupancy Period."

2. Vendor may not sell any product, which uses the FAMU name, logos, trademarks, service mark or images without prior written approval, via appropriate license, from the University and/or its licensing authority and payment of applicable licensing fees.
3. Vendor shall have its permit at all times it is present and conducting commercial vending on campus. This permit must be presented upon the request of authorized University Officials.
4. Vendor shall be responsible for installation and removal of its exhibit display in the Designated Area. Vendor must remove all debris or trash resulting from his/her commercial vending from FAMU's campus, as well as products and equipment brought by Vendor onto the FAMU's campus. Vendor must leave FAMU's campus, as well as the Designated Area, in the same condition in which it was found prior to use by Vendor. Failure of Vendor to comply with the terms of this provision shall subject Vendor to the following:
  - a. First Violation: Warning
  - b. Second Violation: fine in the amount of \_\_\_\_\_( \$\_\_\_\_\_.00)
  - c. Third Violation: Vendor suspension from Campus of a period of \_\_\_\_\_ mos/\_\_\_Semester(s)
5. Vendor and 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), adhere to all FAMU's no-smoking 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 FAMU. Appropriate attire will also be determined at the sole discretion of FAMU.
6. Vendor is an independent contractor and not an employee, agent, partner or joint venturer of FAMU. FAMU shall have neither supervision nor control over Vendor's employees, agents and representatives in the performance of their duties; such persons shall at all times and in all places be subject to Vendor's sole direction, supervision and control. Said employees, agents and representatives, and any other persons in or about the premises at the instance or request of Vendor, shall conform to all rules established by FAMU to govern the general conduct of persons in or about said premises. Vendor shall not have the power or authority to bind FAMU in any promise, agreement or representation other than as specifically provided for in this Agreement.

Vendor shall not in any manner use the credit, name, logo trademarks and/or copyrights of FAMU in connection with its business or affairs except as specifically authorized in this Agreement or as approved by FAMU in writing prior to Vendor's use. Vendor shall carry all necessary and appropriate insurance for itself, its employees, agents and representatives.
7. Vendor is prohibited from advertising (directly or indirectly), selling, possessing, distributing, in any manner, alcoholic beverages on FAMU's campus.
8. Vendor shall not advertise or indicate directly or indirectly that FAMU's supports or endorsement of Vendor.
9. Vendor shall be responsible for the reporting and payment of all applicable taxes to the appropriate federal, state and local authorities resulting from its business affairs.

10. 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 such 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 permits/licenses. Upon request by FAMU, Vendor shall produce any such licenses/permits to FAMU representatives for inspection, and failure to produce any necessary license/permit may result in the cancellation of this Agreement by FAMU.
11. Vendor shall pay to FAMU all appropriate vending fees as designated in the application.
12. Vendor agrees that it shall at all times be responsible for enduring compliance with all applicable laws and regulations, whether federal, state, or local, including but not limited to laws pertaining to credit cards and credit, the marketing of credit cards, and appropriate business licenses.
13. Vendor hereby covenants and agrees to indemnify and hold harmless from and against any and all claims losses, liens, fines, demands, suits, actions, taxes, penalties, expenses, assessments, premiums or liability and settlements of any kind or nature, arising from or in any way connected with this Agreement, or any of the rights and responsibilities required, or referred to, in this Agreement, including reasonable attorneys fees, expert witness fees, and court/arbitration costs. These indemnifications shall survive the term and any renewals of this Agreement.
14. Non-discrimination: \_\_\_\_\_ agrees not to discriminate on the basis of race, religion, color, age, disability, sex, marital status, national origin, veteran status and sexual harassment in its operation, management and employment practices and with respect to availability and accessibility of products and/or product services to the public. \_\_\_\_ agrees to comply with the all-applicable laws of Florida and of the United States of America regarding such non-discrimination and equality of opportunity.

#### MISCELLANEOUS

1. Cancellation: This Agreement may be terminated by FAMU, with or without cause, at any time when deemed in the best interest of the University upon providing Vendor with two (2) days prior written notice of cancellation. In the event of a breach by Vendor of the terms of this Agreement, FAMU may terminate this Agreement immediately upon providing Vendor with verbal or written notice.
2. Public Records: This Agreement may be unilaterally cancelled by the FAMU for the refusal by Vendor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement.
3. Notices: All notices, demands and other communications required or provided for under this Agreement shall be in writing sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the following address and person bearing the following title for each party hereto or such other addressee or person as shall be designated by a party in a written notice given in the manner required hereby:

4. Governing Law: This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Florida. Venue for any litigation arising out of or in connection with this Agreement shall be in Leon County, Florida.

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

**FLORIDA A&M UNIVERSITY**

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

**VENDOR**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
City State Zip Code  
Phone#: \_\_\_\_\_  
SSN or Tax ID \_\_\_\_\_

Vendor has paid \_\_\_\_\_ in the form of a cashier's check or money order to FAMU for the sole purpose of vending.

\_\_\_\_\_  
FAMU Athletics Department  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor  
\_\_\_\_\_  
Date