**VENDOR AGREEMENT**

**Vendor Name**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (VENDOR)

**Address**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contact Person**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Description of Items to be sold or displayed:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Set – Up/Teardown**: Set up for vendors begins at 9 a.m.; you must be set up by 10:30 am. Teardown will begin at 5 pm, unless prearranged.

**Participation Fee** : [$XX]

In consideration for Kent State University (“UNIVERSITY”) providing space during the [EVENT NAME] (“Event”), I, VENDOR, agree to the following:

**1. Event Terms**

a. VENDOR may only sell in the designated space and may only sell items listed in and agreed to in this Agreement.

b. Electrical service is [is not] provided for this event. Generators will be allowed under approved circumstances only. VENDOR IS responsible for determining its own electric needs and ensuring compatibility between the University’s electrical outlets and their own equipment. The University is not responsible for any damage caused while the VENDOR is on campus.

c. VENDOR must keep their area presentable during the Event and clean up their area completely before leaving at the end of the Event. Special attention must be taken to prevent oil stains, spills or dumping. VENDOR is responsible for the removal of all trash from its designated space.

d. VENDOR is responsible for compliance with all relevant city and state codes and licenses, including any license to sell or distribute food as well as any necessary license for the public performance of music. VENDOR also agrees to comply with all relevant university policies, which are located at http://www.kent.edu/policyreg

e. The University cannot guarantee the weather, the size of the crowd or otherwise assure against potential disaster. Therefore, no refunds will be provided in the event that your organization or business cannot realize its expectations on the day of the Event, or if the Event is cancelled due to weather or for other reasons. There is no make-up date planned for this Event.

f. VENDOR shall not sublet, share or give their booth space to anyone else. Non-Profits may not allow their booths to be used by “for profit” vendors.

**2. Vendor Safety.** VENDOR agrees to take all precautions necessary for the safety of and prevention of damage to property on or adjacent to the booth space/site as applicable, and for the safety of and prevention of injury to persons, including both parties’ employees, contractor’s employees, and third persons, on or adjacent to the booth space/site. All work shall be performed entirely at VENDOR’s risk. VENDOR agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to the UNIVERSITY and commensurate with the minimum requirements of good practice and commercially reasonable standards.

**3. Indemnification and Release**. The Vendor in consideration of participating in the event agrees it shall indemnify, save, keep and hold harmless the Kent State University, its Board of Trustees, employees, and agents, against all damages, costs, or expenses, including all attorney’s fees, and all suits, claims and actions, at law or in equity, that may at any time arise or result from damages to property owned, leased or borrowed or for the Vendor and/or personal injury, accident or illness to the general public, Vendor, its employees officers, directors, contractors, volunteers or agents, received by reason or in the course of the Event which many be occasioned by any willful or negligent act or omission by the Vendor or any of the Vendor’s officers, directors, employees, agents, volunteers, or contractors. The Vendor further agrees to waive, release, forebear from and hold harmless Kent State University, its Board of Trustees, employees, and agents, and indemnify such parties from and against any and all damages, costs or expenses, including all attorney’s fees, and all suits, claims and actions, at law or in equity, that may arise as a results of or in the course of the Event from any act of God, nature or other events beyond the reasonable control of the organizers, their officers, directors, agents, and employees and volunteers. This indemnity ad waiver of liability shall survive the term or termination of this Agreement as to any claims arising before the expiration or termination of this Agreement.

4. **Compliance.** If the University, at its sole discretion, determines that the VENDOR fails to comply with ALL of the terms set out in this Agreement, said VENDOR will be asked to leave the Event area. Failure to comply with the terms listed above will result in cancellation of your participation in the Event and forfeiture of any fees paid.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed by their duly authorized officers, mutually agree on the terms, and further agree to the “Additional Terms,” available at: https://www.kent.edu/hr/independent-contractor. This Agreement shall be interpreted according to the laws of the State of Ohio.

**VENDOR KENT STATE UNIVERSITY**

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 Date Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Fill in the University person’s name]

Printed Name of Vendor