

COMPLETE AND RETURN 14 DAYS PRIOR TO THE SCHEDULED EVENT

Please carefully read and complete this entire form. Your signature on page two of this form indicates that you have read and agree to comply with the terms and conditions presented on this Short Term Vending Application/Agreement.

Business Name:				
Vendor Name:				
Street Address:				
City:	State:	Zip Code	Phone:	
Alternate Phone:		Email:		
Scheduled Vending Date(s):		Time:		
e				

List Merchandise/Services To Be Sold, Distributed Or Promoted:

Vending of products or services not listed here shall be deemed to be vending without a permit

Please attach a copy of the following relevant documents: Approved Event Requisition Form is Attached ______ (when applicable) (Required for all on campus events)

Terms and Condition

- Vendors must comply with the University's exclusive beverage agreement. Only Pepsi products can be distributed and promoted on the University Premises.
- Vendor is responsible for the collection and payment of sales tax to the state of North Carolina and will indemnify and hold North Carolina A&T State University harmless.
- Vendors MAY NOT assign, sublet, or resell their share of space allotted.
 Vending is restricted to your assigned space ONLY.
- Use of North Carolina A&T State University's trademarks, including its name or logos must be licensed with Learfield Licensing Group. For licensing, please contact Jim Caldwell at (317) 663-7443 or visit http://learfieldlicensing.com . Items that are in the vendor's possession and not properly licensed may be seized by North Carolina A&T State University. Items that are seized will not be returned to vendor and will be disposed of by University.
- Vendors are not allowed to sell or display explicit merchandise (including sexual, drug related or profane materials). Loud music especially which exhibits profanity and/or vulgar language, will not be permitted. Tobacco, food and alcoholic beverages are not permitted for sale, sampling or dissemination of information. Sale of products is not permitted outside of your booth.

- Vendor is responsible for removal of their trash, spills and residue.
- In the case of damage of any kind to University property, as a result of the vendor or its employees the vendor shall pay such amount to restore the University property to its original condition. Vendor will also indemnify and hold harmless the University, its trustees, employees, and agents against any liability rising from their vending or from any breach of this permit. Such indemnity shall include, but shall not be limited to, costs arising from any litigation.
- All set-up material is to be provided by the vendor including tables. Vendors are allowed up to four (4) tables at athletic venues and two (2) tables on campus.
- Vending Permit will be mailed prior to event. <u>Only three passes per</u> <u>vendor.</u>
- The University is not responsible for unforeseen circumstances, or sales in the event of inclement weather. NO REFUNDS
- This permit is not considered to be a contract.

TERMS AND CONDITIONS ARE SUBJECT TO REVISION

✤ INDEMNIFICATION

The vendor hereby releases North Carolina A&T State University and its trustees, officers, employees, students, and agents from any liability for property damage or personal injury to the vendor or its employees, agents, or guests on University property for the purpose of exercising the privileges of this permit. In addition, the vendor agrees to defend, indemnify and hold harmless the University and its trustees, officers, employees, students, and agents from and against any claim, action liability, or costs, including without limitation attorneys' fees, related to any act or omission of the vendor or its principals, officers, employees, agents, or other persons admitted to the premises by the vendor, related in any way to the vendor's exercising privileges of this permit.

Applicant represents that it is familiar with and will comply with all applicable laws, regulations and rules applicable to activities it will perform under this permit, including without limitation the most current North Carolina A&T State University Short Term Vending Regulations. Failure to comply with applicable laws, regulations, and rules will subject the applicant to termination of current vending privileges, denial of future vending privileges, and such other liabilities and consequences as may be appropriate under the law and University policy.

Inquiries should be addressed to Attn: Campus Enterprises-Marketing Director, Brown Hall, 1601 E. Market Street, Greensboro, NC 27411, <u>campusent@ncat.edu</u>, (336) 285-4884. For additional information visit <u>http://bit.ly/2rRuszv</u>.

I, the undersigned vendor/promoter, have read and agreed to the terms and conditions for participation as a vendor on the North Carolina A&T State University premises,

Vendor Name/Print Name

Signature

Date _

Return complete application by email to campusent@ncat.edu or fax to (336) 334-7382