

Howard University Homecoming VENDING 2022 EVENT DETAILS

Greetings Potential Vendors,

On behalf of the 2022 Howard University Homecoming Steering Committee, we would like to welcome you to the 2022 vending season for this year's Homecoming celebration. As a Homecoming vendor, you can share your product with over 75,000 students, alumni, faculty, staff, and surrounding community members that come together at our iconic Homecoming every year.

Please review this packet closely and feel free to contact us with any questions. Vending spaces will be filled on a first come first serve basis. You can find more information about Homecoming and our entire lineup of events at:

This packet includes the following information:

- Event Details
- Requirements
- Terms and Conditions
- Additional Requirements
- Application Checklist

Event Details

Yardfest (MERCHANDISE AND/OR FOOD VENDORS):

Dates: Friday, October 21, 2022, and Saturday, October 22, 2022

*(vendors are required to vend both days)

Location: Howard University, Main Yard

Homecoming Game (MERCHANDISE AND/OR FOOD VENDORS):

Dates: Saturday, October 22, 2022

Location: Bison Blvd (Outside Greene Stadium)

Tailgate (FOOD VENDORS ONLY):

Dates: Saturday, October 22, 2022

Location: Howard Center Lot

We look forward to reviewing your vendor application for the 2022 Howard University Homecoming.

Sincerely,

Office of Auxiliary Enterprises

For inquires: vending@howard.edu

Revised: 06/21/22



Howard University Homecoming VENDING 2022 REQUIREMENTS

To be considered to serve as a vendor, please read this entire form. **Completing and submitting a vendor application does not guarantee nor confirm you as an approved vendor.** Applicants will be notified of the University's decision in future communications.

PLEASE NOTE:

- You will not be permitted to sell any products and/or services that are not listed on your application. Doing so will be
 considered vending without a permit and will immediately result in termination of your rights to be a vendor for this
 event and you will be prohibited from being a vendor at any event for a period of two years from the date of the
 violation.
- Required attachments:
 - o Pictures of your products in jpeg or pdf format
 - Copy of your business license
 - o Photo ID
 - Valid certified food manager certificate (if you are selling food and/or beverages)
 - Valid certificate of insurance.
- ALL vendors must have a visible RETURN policy.
- Health and Beauty products, including hair products must have the following:
 - Must list all ingredients and/or chemicals
 - o Must provide valid Certificate of Liability Insurance
- No Styrofoam products or foil-lined sheets are permitted. You may only use paper or plastic products.
- All trash must be secured in a heavy-duty garbage bag and neatly stacked for pick-up by Howard University Physical Facilities Management (PFM). Please direct call questions regarding this requirement to PFM at 202-806-1000.
- Vendors are responsible for the proper disposal of cooking grease.
- Vendor must have Food allergy warnings prominently displayed (ie. Dairy, fish, nuts, shellfish, soy, wheat, gluten, and latex).

Revised: 06/21/22



Howard University Homecoming MERCHANDISE VENDING 2022 TERMS AND CONDITIONS

Please read carefully.

<u>IF YOUR APPLICATION IS APPROVED, THIS WILL BE A CONTRACTUAL AGREEMENT BETWEEN THE SIGNATORY, BELOW, AND HOWARD UNIVERSITY.</u> Your signature indicates that you have read and agree to comply with all terms and conditions related to the Food Vending Program as well as all terms, conditions, policies and procedures of Howard University.

- I. Food vendor must submit the appropriate registration fee plus any other applicable fees (ie. extra tent/tables). Payment must be made in the form of credit card. Credit card payments must be processed by completing the provided credit card authorization form and emailing it to vending@howard.edu. PLEASE NOTE: cash, personal checks and partial payments will not be accepted.
- II. Vendors must submit a \$100 security deposit at the time their application is submitted. We will contact you with payment instructions.
- III. Payment and the fully completed and signed application packet must be submitted no later than **5:00 P.M. on September 30, 2022.**
- IV. All Yardfest vending spaces will be on the main yard of Howard University. All Homecoming Game vending spaces will be on Bison Blvd (outside Greene Stadium). All Tailgate vending will be at the Howard Center Lot
- V. Vendors must load in and move their vehicles to the assigned parking lot by the specified times. If not, street closures may prevent vendor vehicles from accessing the main campus/yard/stadium area. An email with more details will follow.
- VI. Vendors will be assigned only one vending space for each tent rental. Once assigned, the University will not make any changes to your assigned space.
- VII. Vendors will be provided with their requested tent space and tables per availability for the purposes of setting up his or her Food display. All display and storage must take place within your assigned space only.
- VIII. Vendor must display, at all times, the sign provided by the University displaying your company's name (signage to ensure consistent and uniform presentation of its brand) and all prices associated with your products and your return and exchange policy. The sign must be placed in a location that will be visible to all passersby. Homecoming Game vendors must provide their own signage. Howard University reserves the right to provide signage to ensure consistent and uniform presentation of its brand.
- IX. Vendors are only permitted to sell only those items clearly list and explained on the vending application.
- X. Vendors at the Homecoming Game are not permitted to sell ANY items that contain Howard University's name or trademarks. If a vendor at Yardfest would like to sell ANY items that contain the words Howard University, the University's logo or any signature Howard University name, picture, theme, saying, logo, or other trademarked item, you MUST be licensed with IMG College Licensing (www.clc.com) before engaging in any vending opportunities. PLEASE NOTE: the unauthorized use of any of the aforementioned Howard University signature products is illegal. As such, your are prohibited from selling any items containing these products and campus police will confiscate any illegally sold items. You will then immediately lose your vending privileges and will be prohibited from participating in the Merchandise Vending Program for a period of two (2) years from the date of the violation.
- XI. Yardfest vendor agrees that all sales will STOP PROMPTLY AT 6:00 PM and breakdown and load-out begin immediately at 6:00 PM. You will have (1) hour to complete breakdown and load-out. Homecoming Game vendor will have (1) hour from the end of the game to complete breakdown and load-out. Failure to fully complete load-out by the specified time will result in a financial penalty of \$50.00 for each additional twenty (20) minute period exceeding the above-referenced time.
- XII. This agreement covers Howard University Homecoming 2022 event scheduled for October 21 and 22, 2022, and will

terminate at the end of your respective vending event on October 22, 2022.

- XIII. At all times, Vendor agrees to fully cooperate with campus and local law enforcement, event management staff and University staff.
- XIV. At all times, Vendor agrees to fully comply with any and all regulations set forth in the vending guidelines, University policies, procedures, and local guidelines and Federal laws.
- XV. If Yardfest or the Homecoming Game is canceled or rescheduled, no rain date will be scheduled, and no refunds will be issued.
- XVI. In the event that any vendor is unable to participate in this vending opportunity, the University will not refund any sums paid and/or required for participation in this opportunity.
- XVII. Vendor acknowledges and understands that permission to serve, as a Vendor does not create an agency or employment relationship between the vendor and the University. Vendor also acknowledges and understands that the terms and conditions related to participation as a Food Vendor are subject to change, as required by university policy and local and Federal law.
- XVIII. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements conditions undertakings or warranties or representations, oral or written, express or implied between them other than as herein set forth.
- XIX. Vendor acknowledges and understands that completion and submission of the application does not automatically mean that the applicant will be a Vendor. Applicants will be notified of the University's decision in future communications and will be provided with additional policies and procedures at that time.
- XX. Vendor acknowledges and understands that this agreement is only consummated upon Howard University's written acknowledgment that you have met all qualifying pre-conditions, and your application has been accepted, and upon receipt, deposit and clearing of the funds indicated herein for applicable vendor application fees and deposits.
- XXI. Vendor will maintain required insurance throughout the term of this agreement.
- XXII. The Vendor hereby releases Howard 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 attorney's fees, related to any act or omission of the vendor or its principals, officers, employees, agents guest, or other persons admitted to the premises by the vendor, related in any way to the vendor's exercising privileges of the vending permit.
- XXIII. 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 Howard 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.



Howard University Homecoming VENDING 2022 APPLICATION CHECKLIST AND SIGNATURE PAGE

APPLICATION CHECKLIST

- o Completed and signed Terms and Conditions form
- o Certificate of Liability Insurance (required for consumables/personal care products)
- o Copy of driver's license, photo ID, and a valid business or vendor's license
- Copy of valid food sanitation certification (if applicable)

Your signature below indicates that you have read and agree to comply with all terms and conditions of this application and agreement, and additional requirements related to the Food Vending program.

Completed vendor applications must be received by 5:00 P.M. on September 30, 2022

Print Name of Authorized Vendor:	
Signature of Authorized Vendor:	
Business Name:	