



VENDING TERMS AND CONDITIONS

IF YOUR APPLICATION IS APPROVED, THIS WILL BE A CONTRACTUAL AGREEMENT BETWEEN THE SIGNATORY, BELOW, AND HOWARD UNIVERSITY.

- I. Vendor must submit the appropriate application at least 14 business days before the requested vending date.
- II. Vendor submits the registration fee plus any other applicable fees (i.e. extra tent/tables). Payment must be made in the form of a credit card. If your application is approved, the Office of Auxiliary Enterprises will email you a link to make the payment. **PLEASE NOTE:** cash, personal checks, and partial payments will not be accepted.
- III. Vendor Requirements:
 - Valid District of Columbia Business or Vending Business License (Not required of individual students or student groups).
 - Current Government Issued Photo ID
 - Certificate of Insurance (Required if distributing and/or selling consumables/personal care products. Not required of individual students or student groups)
 - Signed Terms and Conditions
 - Additional requirements for food vendors:
 - Valid Certified Food Manager Certificate
- IV. Vendor Fees:
 - Student Vending Rates
 - Official University recognized student organization (Single Group): \$60
 - Non-official student organizations (Single Group): \$75
 - Student Group Vending (2-10 groups): \$250
 - Student Group Vending (11-20 groups): \$500
 - Non-Profit Organizations: \$150
 - Food Trucks: \$350
 - General Business Vendors: \$400
- V. Payment in full must be submitted 48 hours before event date.
- VI. Requested vendor space will be considered, but the location will ultimately be determined by the Operations Manager of Auxiliary Enterprises.

- VII. Vendor activities, display, and storage can only be in the vendor's assigned space.
- VIII. Vendor must always display their vending permit.
- IX. Vendors are permitted to sell only those items clearly listed and described on the vending application.
- X. **Vendors are not permitted to sell or distribute ANY items that contain Howard University's name or trademarks unless the producer of the items has a current trademark license and the items are approved by the Office of Auxiliary Enterprises.** A trademark license application can be found at www.clc.com. before engaging in any vending opportunities. PLEASE NOTE: the unauthorized use of any Howard University products is illegal. As such, campus police will confiscate any illegally sold Howard University branded items and lose vending privileges for a period of two (2) years from the date of the violation.
- XI. Vendor agrees that all sales will at the end time identified by the Operations Manager of Auxiliary Enterprises. Breakdown and load-out should begin immediately at the designated end time. Vendor will have (1) hour 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. At all times, Vendor agrees to fully cooperate with campus and local law enforcement, event management staff and University staff.
- XIII. At all times, Vendor agrees to fully comply with all regulations set forth in the vending guidelines, University policies, procedures, and local guidelines and Federal laws.
- XIV. In the event of inclement weather, the Operations Manager of Auxiliary Enterprises will identify another location or offer a rain date. No refunds will be issued.
- XV. If vendor needs to cancel or reschedule their event date, the University will not issue a refund.
- XVI. 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.
- XVII. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreement conditions, undertakings or warranties or

representations, oral or written, express or implied between them other than as herein set forth.

- XVIII. 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.
- XIX. 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.
- XX. Vendor will maintain required insurance throughout the term of this agreement.
- XXI. 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.
- XXII. Vendor 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.

Your signature indicates that you have read and agree to comply with all terms and conditions related to the University's vending program as well as all terms, conditions, policies, and procedures of Howard University.

Print Name of Authorized Vendor: _____

Signature of Authorized Vendor: _____

Business Name: _____