

Sponsor:  
Account #:

## VENDOR CONTRACT

Bryant University Smithfield, Rhode Island 02917

This Contract for personal services is made this \_\_\_\_\_ day of \_\_\_\_\_ between BRYANT UNIVERSITY (hereinafter referred to as the "University" or the "Sponsor") and \_\_\_\_\_ (hereinafter referred to as the "Vendor") on the following terms and conditions.

### 1. Specifications

Name of sale:

Dates of Sale:

Description of items to be sold:

Vendor Fee:

Location of Sale:

Hours of Sale (each day):

Time of Vendor's arrival:

Time of Set-Up:

Time of Breakdown:

2. The Vendor is responsible for the set-up of the sale. The Sponsor will have \_\_\_\_\_ representative(s) present to provide assistance.
3. Vendor will take full responsibility for conducting and overseeing the sale. Vendor will also be responsible for the security of the materials. Sponsor will provide a lockable room if possible for overnight storage, but is not liable if materials are lost or stolen. Vendor shall provide for collection and payment of any and all taxes whatsoever with respect to the sale, including but not limited to sales tax. Further, Vendor shall indemnify and hold the Sponsor harmless from payment thereof or any interest or fines imposed as a result of a failure to collect, error in calculation or failure to make any payment whatsoever of any such taxes.

Vendor Initials: \_\_\_\_\_

4. The Sponsor will receive \_\_\_ of the total gross income generated from all sales. This amount will be payable in cash or check at the conclusion of the final day of sales and prior to the load-out of any materials. The payment process will take place in the confines of the Office of Student Engagement.
5. Vendor will provide daily updates of gross revenues, upon request, to the Sponsor.
6. The Sponsor will provide promotional materials for the sale, including, but not limited to, the following: flyers and banners. The content, quantity, and cost of all such promotional materials shall be determined by the Sponsor in its discretion; Sponsor shall have the right to increase or limit any promotional material, as it deems necessary, in its discretion. Promotional material to be sent to Sponsor:  
Sponsor: \_\_\_\_\_  
c/o \_\_\_\_\_ by (date) \_\_\_\_\_
7. Correspondent(s) for the Sponsor:  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_
8. Other arrangements agreed to:
9. If this Contract is signed by someone other than the Vendor, the person signing for the Vendor warrants that he/she is authorized by the Vendor to execute this Contract for the Vendor for the engagement at the time and place specified herein.
10. The University will not be held responsible for any rules, regulations or policies of any organization which are not specifically stated in this Contract.
11. The representative of the Sponsor, in signing this Contract, warrants that he/she signs as properly authorized representative of the University, and does not assume, and is hereby relieved of any personal liability for meeting the terms of the Contract.
12. All additions and deletions in this Contract and its riders must be initialed and dated by both parties in order to be valid.
13. Sponsor shall have no responsibility or liability under this Contract to Vendor (or to his or her agents or representatives) if Sponsor is unable to hold or host any scheduled event at which Vendor's goods or services are to be used because of the occurrence of any Act of God, or Force Majeure event, including, without limitation, riot, epidemic, pandemic, strike or work stoppage, public health emergency, other state of emergency, or any action or order of any public authority prohibiting such event, or any other such

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cause beyond the control of the Sponsor that shall render the scheduled event impossible, impracticable or unsafe. In any such case, the Sponsor shall have no liability for any payments to Vendor due hereunder, or for any damages claimed by Vendor (or his or her agents or representatives), but Sponsor shall work in good faith with Vendor in an effort to reschedule the event to a mutually agreeable date, if feasible. If no such date can be agreed to between the parties, this Contract shall be deemed null and void.

14. The Sponsor reserves the right to prorate and/or adjust the cost of the services rendered, or to cause this Contract to be null and void, if in its judgment, undue delays, regardless of cause, on the part of the Vendor and/or any and all of his/her employees or representatives, effect a time later than that stipulated herein for the commencement of the services contracted.
15. Except as set forth in Item #13 above, either party may terminate this Contract by giving the other party **30 days** prior written notice (Notice). If the Vendor fails to give such timely Notice, the Vendor shall reimburse the Sponsor for all bona fide out-of-pocket expenses incurred by Sponsor in the promotion and/or implementation of the engagement upon presentation by Sponsor of any reasonable documentation of such expenses.
16. Sponsor is not permitted to make any advance payment prior to the completion of services herein contracted.
17. Since the essence of this Contract concerns the specific individual(s) named as the Vendor, and the Vendor's personalities and talents which are recognized as unique, the Sponsor will pay the fee specified in this Contract only if the Vendor is in fact the Vendor agreed upon. Vendor cannot assign or subcontract its responsibility under this Contract to anyone else without Sponsor's permission. If the Vendor is not the same as specified in this Contract, the Sponsor reserves the right to prorate and/or adjust the cost of the services rendered, or to cause this Contract to be null and void.
18. The Sponsor will not be liable for the following expenses and costs, it being agreed that Vendor shall pay for all those listed below:
  - a. Union dues or other expenses;
  - b. Federal, State, or Local taxes;
  - c. Agent commission or other expenses or obligations;
  - d. Damage to Vendor's equipment or materials;
  - e. Compensation for lost or stolen equipment or materials; and
  - f. Travel expenses (including, but not limited to: gas, mileage, food, or hotel accommodations).

The Vendor agrees to indemnify and hold Sponsor harmless from all such costs and liabilities

19. Vendor agrees to indemnify, defend, and hold harmless the Sponsor and its trustees,

Vendor Initials: \_\_\_\_\_

officers, agents and employees, from and against any suits, claims, damages, losses, costs and expenses (including but not limited to reasonable attorney's fees) on account of harm, injury or death of any person, or damage to property, arising directly or indirectly from any acts or omissions arising out of or related to Vendor's delivery of goods or services under this Contract, including the acts or omissions of Vendor's employees, subcontractors, independent contractors, or other representatives.

20. Insurance: Under the terms and conditions of this agreement the vendor is required to display evidence of adequate insurance coverage by furnishing to Bryant University a certificate of insurance that includes additional insured endorsements. Insurance requirements should be commensurate with the activities associated with damage or person.

Certificates of insurance (COI's) should, as minimum evidence coverages of:

- Commercial General Liability comprehensive or commercial insurance minimum limits each occurrence 1,000,000 general aggregate 2,000,000 aggregate
- Third Party Employment Practices Liability insurance \$ 1,000,000 each claim
- Workers' Compensation (as required by the state of Rhode Island)
- Business Auto coverage of no less than a \$1,000,000 per occurrence (if necessary)

All certificates of insurance require the following:

- Provide for thirty (30) days advance written notices to the University of cancellations of any insurance coverage
- Provide for the Acceptability of Insurers rating, AM Best – AVII or equivalent unless otherwise agree to by the University
- Name Bryant University, trustees, officers, officials, employees, authorized representatives, agents and volunteers, the "University" as additional insureds, except for professional liability and workers compensations insurance.

21. The Vendor agrees and warrants that in the performance of his/her sale, he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, gender, sexual orientation, or national origin in any manner prohibited by the laws of the United States or the State of Rhode Island, and furthermore agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Vendor as related to the provisions of this section.
22. This Contract shall be governed by the laws of the State of Rhode Island, without regard to its principles on conflicts of law. Any claims or disputes arising out of or related to this Contract must be resolved in the state of Federal courts located in the State of Rhode Island, and all parties hereby irrevocably submit to the jurisdiction of those courts for that purpose.
23. The Sponsor is relieved of all liability as to meeting the terms of this Contract if same is not properly signed and dated by the authorized person(s) representing the Vendor and returned to the Sponsor no later than \_\_\_\_\_.

**For Bryant University**

**For Vendor**

Vendor Initials: \_\_\_\_\_

\_\_\_\_\_  
NAME & DEPARTMENT

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**\*SEE NEXT PAGE FOR ADDITIONAL SIGNATURES\***

Vendor Initials: \_\_\_\_\_

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**John Denio**  
**Student Affairs**

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**Date**

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**Dr. Inge-Lise Ameer**  
**Student Affairs**

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**Date**

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**Bill Thomas**  
**Risk Manager**

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**Date**

Vendor Initials: \_\_\_\_\_