



Bethune-Cookman University 2023 Homecoming Vendor Agreement Package

Guidelines

Individuals, businesses, or agencies, including any student groups not recognized by Bethune- Cookman University, seeking to sell, solicit products or services of any kind, or distribute promotional materials on a temporary basis on the Bethune-Cookman University (“B-CU” or “University”) campus and leased facilities off-campus must follow the instructions enclosed herein and must agree to the terms of the Bethune-Cookman University Vendor Agreement and all other applicable policies, procedures, and guidelines. **Space is available on a first-come-first- served basis, and final approval is at the sole discretion of Bethune-Cookman University.**

Application Procedure

1. All individuals and groups must complete the application below and adhere to all applicable guidelines herein along with local, state, and federal laws. Failure to follow the applicable guidelines, including but not limited to B-CU’s Student Honor Code, may result in ineligibility to participate as a vendor in 2023, disqualification for vendor participation in future events, and disciplinary action.
2. Student members of a B-CU-recognized student group may reserve space to disseminate information to the University community designated in front of the Charles C. Parlin Student Center. Prior approval must be granted via the Office of Student Affairs.
3. If the student group is a fraternity or sorority, the University may require proof of insurance and approval from the Office of Student Affairs before allowing the reservation to be made.
4. Prohibited materials for all organizations: (1) sales of drug-related images or paraphernalia (i.e., bongos, pipes, vaping instruments, hemp oils, firearms, pornography, incense, candles or illegal items), (2) the solicitation of books, food or any other items that may pose a conflict of interest with exclusive agreements with the University, and (3) the solicitation of credit card applications.

NOTE: Vendors who desire to sell clothing and/or other paraphernalia with Bethune-Cookman University’s name, initials, tagline and/or logo must provide a non-exclusive license from Learfield Licensing Partners. More information is available at www.learfieldlicensing.com.

6. Application is not complete until all of the below items are submitted:

- Completed Campus Vendor Application - Homecoming (Required)
- Signed Vending Fees Agreement (Required)
- Homecoming Vendor Guidelines (Required)
- Copy of Business License (Required)
- Certificate of Insurance (Required)
- Payment in full for all spaces.

Vendor Name/Print Name

Signature

Date



Bethune-Cookman University

2023 HOMECOMING VENDING AGREEMENT

1. Vendors must provide a valid business license and proof of insurance.
2. The vendor fee on campus is \$312.00 per space, per day for all groups and vendors.
 - Subcontracting/Subleasing of any space to additional vendors is not allowed.
 - Requested vending locations are assigned on a first come basis.
 - Homecoming vending spaces on campus are \$1,248.00 for food or retail for all 4 days (Thursday- Sunday of Homecoming week only).
 - Food vendors are in sections A & B and are assigned on a first come basis.
 - The daily rates for Homecoming week are set at \$300.00 per day. All payments must be made online at the time the application is submitted.
3. Each space fee includes the following:
 - a. One space for the registered vendor, unless additional spaces were purchased.
 - b. The Vendor occupying the space must be same as the registered vendor on the application.
 - c. Spaces and sites will be designated by the University staff.
 - d. One vendor pass, entitling you to vend from 9:00 a.m. -10:00 p.m. on the scheduled date(s).
 - e. Note: The University will not provide water, electricity or any other utilities. Please plan accordingly.
4. **No refunds – No exceptions. Vending credentials are non-transferable. Vendor fees are non-refundable**

On Day of Vending:

1. Set-up may begin at 8:00 a.m. in the designated vending area. Vendors must begin clean-up at 10:00 p.m. One non-commercial vehicle is allowed per vendor. Equipment may be unloaded adjacent to the vending site. No parking or driving on grass or sidewalks is allowed. **Each food vendor must have a Class K fire extinguisher in their vendor space. Food Vendors will be assigned to sections A & B only. (See Vending Location Map).**
2. All vendors must have a Vendor Pass and Vendor Parking Pass that will be issued on-site at the vending location. You must display the Vendor Pass at your Vendor Space at all times and your Vendor Parking Pass must be displayed on the dashboard of your vehicle. Failure to do so may result in a revocation of vending privileges.
3. All participating students must be in possession of a valid B-CU student identification card.
4. Parking for vendors will be behind Faith Hall.

Vendor Name/Print Name

Signature

Date



2023 Homecoming Campus Vendor Application

Date _____ Requested Date(s) of Vending: _____

Requested Vending Spot: _____

Company Name: _____

Business License Number: _____

Contact Name: _____ Phone _____ e-mail _____

Street City State Zip: _____

Name of On-Site Representative: _____

Is the vendor currently licensed to sell B-CU paraphernalia: _____ yes _____ no

If the vendor desires to sell University-branded items and paraphernalia, it must have a valid license through the University approved licensing agency (Learfield Licensing Partners). Bethune-Cookman University reserves the right to revoke the vending privileges of vendors who are involved in illegal and/or unethical conduct while operating on the University's campus or B-CU's leased facilities. The University is not liable for copyright or trademark infringement claims if a vendor is participating in the use and/or sale of goods and products without the expressed permission of branding agencies.

B-CU will not provide any equipment, utilities, or supplies as they are the responsibility of the Vendor.

Number of Days: _____ x Number of Spaces: _____ = Vendor Fees: \$ _____

*Fees include transaction fee.

Receipt # _____

IMPORTANT: *Please notify the Vending Coordinator if you have any questions regarding your application. All groups must be familiar with and strictly adhere to all local, state, and federal laws when vending on the Bethune-Cookman University campus.*

Bethune-Cookman University
Vending Coordinator: _____
640 Dr. Mary McLeod Bethune Blvd.
Daytona Beach, FL 32114

Vending approval granted: _____ or Denied _____ Date _____



BETHUNE-COOKMAN UNIVERSITY

**GENERAL RELEASE, WAIVER AND HOLD HARMLESS
AGREEMENT VENDORS – 2023 HOMECOMING EVENT**

The undersigned Vendor and his/her employees/assistants (collectively "Vendor") hereby releases Bethune-Cookman University, Inc. ("B-CU"), together with its trustees, officers, directors, employees, representatives, agents, successors, assigns, and affiliates (collectively, all of the foregoing parties referred to hereinafter as the "Released Parties") from all claims, damages, actions, or demands Vendor has, or may have, against any of the Released Parties, arising out of or relating to, whether directly or indirectly, Vendor's participation in any activities, related to the 2022 Homecoming Event – Vending Participation (any of the foregoing hereafter referred to as the "Activity"). This release and waiver of claims is a release and waiver of any rights or claims the Vendor may have under contract, tort, or any federal, state, or local laws or regulations, whether based on common law or otherwise arising out of or relating to the Activity, including without limitation, all claims of, personal injury, disability, wrongful death, whether related to COVID-19 or otherwise, or property damage, whether or not such claims are direct claims of the Vendor, or claims of any third-party against the Vendor. The foregoing release includes claims arising out of or resulting from the negligence of any of the Released Parties.

Vendor acknowledges and agrees that Vendor is participating in the Activity voluntarily and at Vendor's sole risk and Vendor assumes all risks related to same. VENDOR HEREBY ASSUMES ALL RISKS ASSOCIATED WITH VENDOR'S AND HIS/HER EMPLOYEE/ASSISTANTS OR ANY PERSON PARTICIPATING WITH OR ON BEHALF OF VENDOR'S PARTICIPATION IN THE ACTIVITY. PARTICIPATION IN THE ACTIVITY SHALL BE THE SOLE RESPONSIBILITY OF THE VENDOR AND/OR PARTICIPANT FOR THE SAME.

Vendor covenants and agrees to indemnify and hold harmless the Released Parties from and against, and will pay to the Released Parties, the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees) incurred by any of the Released Parties, whether or not involving a third-party claim filed in a judicial system, arising directly or indirectly, from or regarding or in connection with including the amount of any personal property loss or damage or personal injury. Vendor agrees to be financially responsible for any costs incurred as a result of injury or damage or treatment for or repair related to any incident associated with this Activity. The remedies provided in this Agreement shall not be exclusive or limit any other remedies that may be available to the Released Parties.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. If signed on behalf of a minor, the undersigned represents and warrants to B-CU that the undersigned is said minor's parent or legal guardian.

Nothing contained in this Agreement is intended to and shall not be construed to create an employment relationship between Vendor and B-CU or its representatives (any Released Parties)

Vendor has read this document and is signing it freely. Vendor understands the legal consequences of signing this document, including (a) releasing B-CU from liability, (b) waiving Vendor's right to sue B-CU, (c) and assumes all risks of participating in this Activity, including travel to and from the Activity of any events incidental to this Activity.

VENDOR: /S/ _____ DATE: _____

Signature

VENDOR NAME PRINTED OR TYPED: _____

TITLE/POSITION: _____