



AUBURN
UNIVERSITY

Vendor/Exhibitor/Third Party Entity Agreement Form

NAME OF VENDOR/EXHIBITOR: _____

VENDOR/EXHIBITOR REPRESENTATIVE: _____

DESCRIPTION OF PRODUCT OR SERVICE: _____

ADDRESS: _____ **CITY, STATE & ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

DATE OF EVENT: _____ **START & END TIME:** _____

This Agreement is made by and between Auburn University, a constitutionally created public corporation and instrumentality of the State of Alabama (University) and _____ (Vendor/Exhibitor/Third Party Entity).

In consideration of the opportunity to offer or display its products and/or services on the university campus or property, the Vendor/Exhibitor/Third Party Entity (herein referred to as "Vendor") agrees as follows:

- 1. TERMS:** Vending and exhibiting on the University property is a privilege and must be conducted in a professional manner. Any form of harassment or inappropriate behavior on the part of the Vendor towards members of the campus community will result in immediate removal from campus. The Vendor's goods or services must be in good taste and must not promote the use of alcohol, tobacco, or other drugs.
- 2. INSURANCE:** Vendor must provide proof of insurance through the issuance of a certificate of insurance and showing coverage and limits as specified below. Endorsements must be provided showing additional insured status has been granted. Certificates and Endorsements must be filed with the University before the Vendor is permitted on campus.

Vendor shall maintain limits and coverages as follows: (1) Commercial General Liability: \$1M/\$2M Aggregate which should include coverage for: Personal Injury, Completed Operations, Independent Contractors, Liability assumed under "insured contract", and Medical Payments. (2) Business Automobile Liability: \$1M each accident for bodily injury including owned, leased, hired, non-owned, and personal injury protection where applicable. (3) Workers Compensation: Statutory Limits & Employers Liability - \$1M.

The Insurance Must: (1) Be underwritten by a carrier rated at least "A-" in A.M Best Key Rating Guide. (2) "Auburn University, its Board of Trustees (collectively and individually), Administrators, Faculty, Staff and Agents, must be added to the policy as additional insured for General Liability Insurance by endorsement (3) The certificate of insurance or endorsement must state that this insurance is primary and written on a non-contributory basis as to any other valid and collectible insurance or self-insurance in force. (4) Each policy shall provide that coverage shall not be suspended, voided or canceled, except with 30 days prior written notice to the University, except when cancellation is for non-payment of premium; then ten 10 days prior written notice may be given. Any insurers who refuse to provide the required notice, the Vendor or its insurance broker shall notify the University of any cancellation, suspension or non-renewal within 7 days of receipt of insurer's notification to that effect.

Auburn University reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3. **WAIVER OF SUBROGATION:** The Vendor hereby grants to Auburn University a waiver of any rights to subrogation which any insurer of said Other Party may acquire against the University by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Vendor has received a waiver of subrogation from the insurer.
4. **APPLICABLE LAW/VENUE:** All disputes regarding the construction, interpretation and the parties' obligations under this Agreement will be governed by the laws of the State of Alabama, notwithstanding any of that state's laws to the contrary, regardless of the location of the Engagement. The venue and jurisdiction for the resolution of any such disputes will be Lee County, Alabama.
5. **INDEMNIFICATION:** The Vendor will defend, indemnify and hold harmless the University, its officers, employees, trustees, agents and representatives from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, sustained or alleged to have been sustained in connection with or arising out of the Engagement, even in the event the University is alleged or found to be partially negligent. However, the Vendor will not be obligated to so indemnify the University if the University is proven to be solely negligent. Vendor agrees that the insurance requirements specified in the contract do not reduce the liability the Vendor has assumed in this indemnity clause.
6. **PROMOTION/USE OF AUBURN NAME OR MARKS:** Off campus advertising or radio promotions of the Engagement require the prior written approval of the University. The Vendor may never use the University's name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of the University.
7. **INDEPENDENT CONTRACTOR:** In performing hereunder, the Vendor is an independent contractor and not an employee or agent of University. All persons furnished or retained by Vendor in connection with this Agreement are so furnished or retained as Vendor's employees or agents. Vendor will not transact business, enter into agreements, or otherwise make commitments on behalf of University unless expressly authorized in writing by University. Vendor will defend, indemnify and hold harmless University from and against any and all liability for the payment of taxes, interest and/or penalties, as well as damages and costs, including attorney's fees, in connection with any claim or finding that Vendor, and/or its employees or agents, are employees of the University.
8. **EVENTS INVOLVING MINOR PARTICIPANTS:** Any events involving minors directed by non-university entities must secure an Auburn University host in order to utilize campus facilities. Non-University Entities must confirm that insurance coverage does not exclude coverage for sexual assault and/or sexual molestation. Non-University Entities must also agree to be in compliance with the Auburn University Youth Protection Policy:
<https://sites.auburn.edu/admin/universitypolicies/Policies/YouthProtectionPolicy.pdf>
9. **ASSIGNMENTS AND SUBCONTRACTING:** Neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the non-assigning or non-delegating party.
10. **MISCELLANEOUS:** The effective date of this Agreement will be the date of signature of the Vendor's authorized representative. The Vendor warrants that it will comply with all federal, state and local laws as well as University policies applicable to its performance hereunder, including but not limited to those relating to nondiscrimination, equal employment opportunity, and affirmative action. The representative of the Vendor signing this Agreement warrants that he/she is a duly authorized representative of the Vendor.

VENDOR/EXHIBITOR/THIRD PARTY ENTITY

By: _____

Date: _____

Name: _____

Phone: _____

Title: _____

Email: _____