

## TRINITY UNIVERSITY TABLING VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is entered into effective as of \_\_\_\_\_ (Effective Date), by and between Trinity University ("TRINITY") and \_\_\_\_\_ (the "VENDOR").

Whereas TRINITY owns and operates, or lawfully controls the use of the property ("PROPERTY") described below, and VENDOR desires to use said PROPERTY, TRINITY agrees to make said PROPERTY and no other available to VENDOR at the date(s) and time (s) and for the purposes referenced below and no other, and in consideration for being permitted to use PROPERTY for the stated purposes, VENDOR agrees to abide by the terms and conditions set out in this Agreement.

**ASSUMPTION OF THE RISK.** VENDOR acknowledges and understands the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. VENDOR knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. VENDOR hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

**PROPERTY LOCATION:** \_\_\_\_\_

**PURPOSE OF USE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**START TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_

### TERMS AND CONDITIONS

1. **SET UP/CLOSING:** VENDOR may enter the campus from Stadium Drive and unload their products at \_\_\_\_\_ and set up their table at \_\_\_\_\_ (Insert Time). Parking is available in designated Visitor Parking. Vendor is responsible for clean-up of their own debris after event.
2. VENDOR shall be solely responsible for all taxes, assessments and similar charges resulting from any revenue generated by VENDOR's use of the Property under this Agreement, whether such revenue was collected by VENDOR, TRINITY or a third party.
3. **SALES AND SOLICITATION:** VENDOR will not engage in sales or solicitation of sales of goods or services except as described in the "Purposes of use", above. All sales and solicitation will be conducted in accordance with TRINITY policies and procedures.
4. **INGRESS/EGRESS:** All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by VENDOR and must not be used by VENDOR for any purpose other than ingress to or egress from the premises.
5. **DAMAGE AND REPAIRS:** VENDOR shall be solely responsible for all damages to buildings, grounds, fields and equipment incident to the use of the PROPERTY. VENDOR shall make no temporary or permanent modifications to the PROPERTY without the prior written consent of TRINITY. Damage or requests for modifications to the PROPERTY must be reported
6. **COMPLIANCE:** VENDOR agrees to use and occupy the PROPERTY in accordance with all TRINITY policies, including but not limited to the Weapons Policy and Tobacco Free Campus policy, all applicable regulations, rules and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes and the City of San Antonio Metro Health District codes. VENDOR shall not be entitled to use the PROPERTY for any unlawful purpose or for any purpose not agreed upon.
7. **PERMITS/LICENSING/CERTIFICATION:** VENDOR is solely responsible for maintaining any applicable permits, licenses, certifications and for adhering to all applicable laws and regulations.
8. **ABANDONED PROPERTY:** Any property left on the PROPERTY shall, after a period of ten days from the last day of the use under this Agreement, be deemed abandoned and TRINITY may dispose of such property in TRINITY'S sole discretion. VENDOR shall reimburse TRINITY for any costs associated with disposal or remediation of such property in any abandoned property.
9. **PERSONAL:** This Agreement is personal and VENDOR shall not assign this Agreement nor allow any other person, group or entity to use the PROPERTY during the scheduled time(s) without the prior written consent of TRINITY.
10. **FORCE MAJEURE:** If the PROPERTY is rendered unsuitable for the conduct of the VENDOR'S activity by reason of force majeure, TRINITY and the VENDOR are released from their obligations under this contract. Force majeure means acts of God, civil or military authority, acts of public enemy, war, acts of terrorism, accidents, fires, explosions, earthquakes, floods, failure of transportation,

<sup>1</sup>Licensee signature is required prior to submission for TU signature

strikes or other work interruptions other than by either party's employees, pandemic, epidemic, or other outbreaks of diseases or other infections, or any other similar cause beyond the reasonable control of either party.

11. TERM and TERMINATION: This Agreement is effective as of the effective date and will continue for the agreed upon term. TRINITY may terminate this Agreement at any time in its discretion. VENDOR may cancel this Agreement by providing \_\_\_\_\_ hours/days/weeks written notice to TRINITY. Failure to provide the required notice may result in loss of deposit, if applicable.

12. INSURANCE: Trinity, in its sole discretion, reserves the right to require Licensee to provide proof of insurance. For purposes of the Services provided under this Agreement, Trinity:

\_\_\_\_\_ Requires Licensee to provide proof of liability insurance in accordance with the requirements of Exhibit A

\_\_\_\_\_ Waives proof of liability insurance for Licensee

To the extent permitted by law, all insurance policies shall endorse Trinity University and its trustees, officers, employees, Student Organization, agents and volunteers as an Additional Insured, shall provide at least thirty (30) days advance written notice of any material change in or cancellation of the coverage, contain cross-liability and severability of interests coverage and will be primary and non-contributory. Licensee agrees to a waiver of subrogation in favor of Trinity for any policy for which Trinity is not endorsed as an Additional Insured. Until all of Licensee's obligations hereunder have been fully performed, Licensee shall maintain, and shall also ensure that each of Licensee's independent contractors, subcontractors and agents at every tier employed directly or indirectly by Licensee maintains with insurance companies licensed to do business in the State of Texas and that have an A.M. Best rating of A- or better, the types of insurance and with the minimum limits as provided herein Exhibit B. Neither Trinity nor Trinity's workers' compensation insurance shall cover Licensee or Licensee's employees, independent contractors, subcontractors or agents for any injuries or harm incurred by Licensee or Licensee's employees, subcontractors or agents while performing services under this Agreement.

13. RELEASE AND INDEMNIFICATION:

A. TRINITY shall have no responsibility for the safety and/or security of any property belonging to VENDOR or to those persons participating in the use of the PROPERTY by VENDOR, its employees, independent contractors, subcontractors or agents. VENDOR expressly releases and discharges TRINITY, and its trustees, officers, employees, agents and volunteers (the "Releasees") for any and all liabilities for any loss, all injuries including work-related claims, illness, including outbreaks of contagious or infectious disease, all auto liability claims, or damages to such persons or property.

B. VENDOR agrees to FULLY RELEASE AND FOREVER DISCHARGE TRINITY and its trustees, officers, employees, agents, and volunteers (the "Releasees") of and from any and all claims and liability arising out of or relating to this Agreement and VENDOR's use of facilities, including but not limited to damage to or loss of property, all injuries, including work-related claims, illness, including outbreaks of contagious or infectious disease, and death, and all auto liability claims of VENDOR and VENDOR's employees, independent contractors, subcontractors and agents. VENDOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY TRINITY and its trustees, officers, employees, agents, and volunteers against any and all claims, all injuries, including work-related claims, all auto liability claims, demands, causes of action or damages, including attorneys' fees, arising out of or relating to this Agreement and VENDOR's or its independent contractors, subcontractors, or agents use of facilities of TRINITY.

WORKERS' COMPENSATION: Vendor shall maintain workers' compensation insurance in accordance with Texas requirements. Neither Trinity nor Trinity's workers' compensation insurance shall cover Vendor or Vendor's employees, independent contractors, subcontractors or agents for any injuries or harm incurred by Vendor or Vendor's employees, independent contractors, subcontractors or agents while performing the Professional Services under this Agreement.

14. INDEPENDENT CONTRACTORS: Nothing herein contained shall be deemed or construed by the parties hereto nor by any third parties as creating the relationship of principal and agent, or partnership, or a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Fees, or any other provision contained herein, nor any of the acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than that of TRINITY and VENDOR. This Agreement is not and shall not be construed as a lease.

15. **NON-DISCRIMINATION: The parties to this Agreement will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of their status as protected veterans or individuals with disabilities, and prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

16. RECITALS: All recitals are incorporated into this Agreement and constitute terms and conditions of this Agreement.

17. SEVERABILITY: If any provision of this Facility Use Agreement shall be held to be invalid or unenforceable, the validity and

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enforceability of the remaining provisions of this Facility Use Agreement shall not be affected thereby.

18. **GOVERNING LAW:** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The venue for enforcement will be the state and federal courts of Bexar County, Texas.
19. **NO WAIVER:** Any failure or delay in the enforcement of the rights detailed in this Agreement by VENDOR or TRINITY shall not constitute a waiver of those rights or be deemed a basis for estoppel. VENDOR and TRINITY may exercise their rights under this Agreement despite the delay or failure to enforce the rights.
20. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A facsimile or electronic signature of a party shall have full force and effect.
21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between TRINITY and VENDOR. In the event of a conflict or inconsistency, the terms and provisions of TRINITY's Tabling Vendor Agreement shall govern and control.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers or representatives as indicated by their signatures below:

VENDOR<sup>1</sup>:

TRINITY UNIVERSITY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: Fully executed agreements are required for payment.** Contracting authority for Trinity University is limited. All contract agreements must be signed by an Authorized Representative or a Designated Authorized Signator of Trinity University. To view the Authorized Representatives for Trinity please see the [Contract Policy and Procedures](#). To view the list of Designated Authorized Signators please see: <https://drive.google.com/drive/folders/10TucECN6uOqoyvecErVi1q6psBx6EXw>.

Department Review: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Department

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