



ATHLETICS VENDOR PACKAGE

Elizabeth City State University
DOWN EAST VIKING FOOTBALL CLASSIC VENDOR APPLICATION 2021

Please type or print legibly and complete this form in its entirety. Name of Business/Organization:

Contact Person: _____

Business Phone: _____ Cell Phone: _____

Email: _____

Address: _____

Type of Business/Organization (Briefly describe the products/services that you will be selling or offering):

If you have a business license and/or Sanitation Grade Certification (recent), please provide a copy with the return of your Registration Packet.

PAYMENT INFORMATION

Please enter the amount and method of payment payable to: **Elizabeth City State University.**
Reference: DEVFC Vendor

Amount Enclosed: \$ _____

Money Order **Certified Check**

For a credit card payment, please refer to: ECSU Credit Card Payment Form

Please return the APPLICATION, PAYMENT FORM AND PAYMENT to:

Elizabeth City State University
Vendor Application
Department of Athletics
1704 Weeksville Road
Elizabeth City, NC 27909

ECSU VENDOR LICENSE AGREEMENT

THIS VENDOR LICENSE AGREEMENT is made and entered into between ELIZABETH CITY STATE UNIVERSITY, a constituent institution of the University of North Carolina, on behalf of Department of Athletics (hereinafter referred to as “ECSU”) and

_____, (hereinafter referred to as “Vendor”) with a business address of: _____.

RECITALS:

Whereas, ECSU will have vendor spaces available for use during the 2021 Down East Viking Football Classic; and Whereas, Vendor desires to utilize a vendor space(s) for purposes set forth herein; NOW, THEREFORE, in consideration of the mutual promises and agreements of the parties, it is agreed as follows:

- 1. **License.** ECSU hereby grants permission to Vendor to use an assigned vending space at the designated event(s) as set forth in Vendor’s application which is incorporated herein by reference:
- 2. **Term of Agreement,** Vendor shall be permitted to use an assigned vending space during the following event(s): Football Game
Time shall be of the essence with this license agreement and the time granted shall not be extended after conclusion of the event.
- 3. **Fee.** Vendor shall pay a **non-refundable** fee to hold and utilize the vending space according the following fee schedule:
 - a. Football Game \$300.00
- 4. **Supervision of Vending Space.** Vendor agrees to supervise and to be responsible for all of its vending activities associated with this agreement. ECSU does not relinquish the right to control management of the facility or outdoor spaces where vending space is assigned. ECSU reserves the right to immediately eject any objectionable person(s) from the facility. Vendor’s activities under this agreement shall be limited to solely to vending.
- 5. **Damages.** If any parts of Rocky Mount Sports Complex buildings or grounds are damaged by an act or omission of Vendor, Vendor’s agent(s) during the term of this license agreement, Vendor shall pay, upon demand, such sums as shall be necessary to restore, repair or replace the damages. Vendor hereby assumes full responsibility for the character, acts and conduct of its employee(s) and/or agent(s).

VENDOR LICENSE AGREEMENT (CONT.)

- 6. **Applicable Laws.** Vendor agrees to comply with all ECSU policies, procedures, local ordinances and State and federal laws applicable to use of the space. Vendor also agrees not to unlawfully discriminate against any individual(s) on the basis of race, creed, color, sex, religion, age, disability or national origin and to comply with all anti-discriminatory laws and policies to which the university is subject.
- 7. **Alteration, Decorations and Damage.** Vendor shall not damage or in any way deface the facility or grounds associated with the assigned vending space.
- 8. **Equipment.** ECSU shall provide the vending space only. Vendor shall provide all equipment and other materials as be needed for vending.
- 9. **Additional Users.** Vendor understands and agrees that other event(s) will be underway with multiple vendors. Vendor shall conduct its vending activities so as not to interfere with Down East Viking Football Classic event(s) or other vendors.
- 10. **Violations.** If, at any time during the term of this license agreement, Licensee violates applicable policies, procedures, local ordinances, State or federal laws, or terms and conditions of this license agreement, Vendor shall cease and desist from the prohibited use or surrender the space upon ECSU’s demand.
- 11. **Indemnification.** Vendor agrees to hold ECSU and its Board of Trustees harmless from any claim(s), suit(s) or legal proceeding(s) that may arise as a result of Vendor’s use of the vending space, including indemnifying ECSU for reasonable expenses incurred in defending any such claim(s).
- 12. **Non-Assignment.** Vendor shall not assign or transfer this vendor agreement to third parties.
- 13. **Alcohol Use Prohibited.** Vendor is prohibited from dispensing, using or consuming alcoholic beverages while utilizing space.
- 14. **Termination.**
 - a. By Notice
 - b. For Breach ECSU or Vendor may terminate this agreement by giving the other party written notice at least two business days prior to the scheduled event.
- 15. **Food.** Unless approved as a food vendor, Vendor is prohibited from selling non-approved food items during the event.
- 16. **Entire Agreement.** This agreement replaces all prior written and oral agreements and incorporates all the terms and conditions agreed upon by the parties. There shall be no modifications, variations or amendments except in writing and signed by the parties of this agreement

In Witness Whereof, the parties have executed this agreement as of the dates indicated below. **This agreement shall not become effective until executed by ECSU.**

ELIZABETH CITY STATE UNIVERSITY

By: _____

Title: _____

Date: _____

VENDOR

 Name of Business / Organization (print)

 Authorized Contact Person (print)

 Signature

 Date

