



One Trinity Place, San Antonio, TX 78212

## VENDOR AGREEMENT

This Trinity Vendor Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Trinity University (hereinafter called "TRINITY") and \_\_\_\_\_ (hereinafter called "VENDOR"), whose principal place of business is located at \_\_\_\_\_; telephone, \_\_\_\_\_, e-mail, \_\_\_\_\_.

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.

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

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

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

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

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

### TERMS AND CONDITIONS

1. SET UP/CLOSING: Vendors 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 or not 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 fire, earthquake, hurricane, flood, act of

God, strikes, riots or civil commotions, war or any other cause like or unlike any cause mentioned which is beyond the control of TRINITY.

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.
12. **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. VENDOR expressly releases and discharges TRINITY for any and all liabilities for any loss, injury, or damages to such persons or property.
  - B. VENDOR agrees to hold TRINITY harmless and clear of any and all liabilities in connection with VENDOR'S use of the PROPERTY. VENDOR further agrees to hold harmless and unconditionally indemnify TRINITY in any matter arising out of or related in any way to the use of the PROPERTY, against and for all liability, cost, expenses, claims and/or damages which TRINITY may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries of any type or kind either to the persons or property or both (i) of VENDOR, (ii) of any third parties, or (iii) of TRINITY.
13. **INSURANCE:** VENDOR must carry at least \$1 million per occurrence Commercial General Liability combined single limit for bodily injury and property damage and shall ensure that each of VENDOR's subcontractors at every tier employed directly or indirectly by VENDOR maintains this coverage. VENDOR must provide a Certificate of Insurance that endorses Trinity University as an Additional Insured at least five (5) days prior to participation.
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. **RECITALS:** All recitals are incorporated into this Agreement and constitute terms and conditions of this Agreement.
16. **SEVERABILITY:** If any provision of this Facility Use Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Facility Use Agreement shall not be affected thereby.
17. **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.
18. **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.
18. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between TRINITY and VENDOR.

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

TRINITY:

VENDOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
(Please Print)

BY: \_\_\_\_\_  
(Please Print)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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