



Office of Student Involvement Commercial Vendor Agreement

This Office of Student Involvement Commercial Vendor Agreement (this “Agreement”) between VILLANOVA UNIVERSITY, located at 800 Lancaster Avenue, Villanova, Pennsylvania, 19085 (“Villanova”), and Vendor (defined below) is made on the Effective Date (defined below). Intending to be legally bound, the parties hereby agree:

Villanova’s Office of Student Involvement agrees to permit Vendor to advertise and/ or sell Vendor’s products as indicated below at the Location (defined below) at the Time(s) and Date(s) listed below under the terms, conditions, and limitations of this Agreement.

Effective Date: _____, 20____ <i>Date the Agreement is entered into, not the Event Date</i>	Vendor: _____ <i>Full Legal Name</i>
Time and Date of Event: _____	Vendor Address: _____ _____ _____
Location: _____	
Percentage of Sales Provided to Villanova: _____ % Fee: \$ _____	
Vendor will be: <i>(check all that apply)</i> <input type="checkbox"/> Advertising <input type="checkbox"/> Selling Products <input type="checkbox"/> Providing Free Samples of Products	
Equipment to be provided by Villanova: _____	Description of Vendor’s Services or Products: _____ _____
Special Event Requirements: _____ _____	Special Event Requirements: _____ _____

1. Non-Solicitation Policy: In accordance with Villanova's Non-Solicitation Policy, Solicitation or Commercial Solicitation by vendors at Villanova is prohibited without the proper approval of Villanova. “Solicitation” (or “Soliciting”) shall include, canvassing, soliciting or seeking to obtain membership in or support for any organization, requesting contributions, and posting or distributing handbills, pamphlets, petitions, and the like of any kind (“Materials”) on Villanova's property or using Villanova resources (including without limitation bulletin boards, computers, mail, e-mail and telecommunication systems, photocopiers and telephone lists and databases). “Commercial Solicitation” means peddling or otherwise selling, purchasing or offering goods and services for sale or purchase, distributing advertising materials, circulars or product samples, or engaging in any other conduct relating to any outside business interests or for profit or personal economic benefit on Villanova's property or using Villanova resources. Solicitation and Commercial Solicitation performed through verbal, written, or electronic means, are covered by the Non-Solicitation Policy. Items to be distributed or offered for sale, which contain Villanova trademarks, names (including building names) or design elements (T-shirts, posters, etc.), must be approved by the Office of University Communications and Marketing.

2. Representative at Event: A duly authorized representative of Vendor shall be in attendance at all times throughout the Event. Vendor is solely responsible for supervising the sale, display, and inventory of product, and any of Vendor’s property. Vendor must provide Villanova with the name and contact information for

Vendor's representative, who must be readily accessible to Villanova's staff to address any concerns which may arise.

3. Student Representatives: If Vendor employs student representatives, Vendor must provide a list of student representatives with this Agreement. Vendor will cause all student representatives Vendor employs to review this Agreement and sign Exhibit A hereto.

4. No Use of Name: Neither party shall use directly or by implication the name or trademarks of the other or the name of any staff member, faculty member, student or employee of the other in connection with the Event without the prior written permission of the other party. In addition, if Vendor takes or causes to be taken any photos or videos while on Villanova's property, these photos or videos may not be used or sold for commercial purposes.

5. Compliance with Laws, Rules and Villanova Regulations:

a) Vendor agrees that Vendor and all of its employees and agents at the Event shall abide by, conform to and comply with all applicable laws, rules and regulations and instructions of Villanova representative. Vendor agrees that Vendor and its employees and agents will engage in the Event in a cautious and prudent manner and will not engage in any activity which, in the judgment of Villanova, is contrary to decency, or detrimental to the reputation or institutional mission of Villanova.

b) Vendor and all of its employees and agents shall comply with all applicable Villanova policies, including, without limitation, with respect to parking, safety, fair trade and social responsibility.

c) Vendor shall be responsible for any taxes arising out of the Event and shall indemnify Villanova in connection with any such tax liabilities.

d) Vendor will not infringe upon the copyrights, trademarks, patents, trade secrets, or other intellectual property of other.

e) Vendor will only sell or offer for sale properly licensed items that it owns or its permitted to sell on behalf of the item's owner.

f) Vendor is not permitted to hang signs on or in any Villanova building. One sign can be posted on an easel within the Vendor's display area.

g) Vendor must abide by the rules of Villanova in order to protect the students, the administrators, and the ethical standard of Villanova. Vendor will only share honest and truthful information about Vendor and Vendor's competitors. Vendor will operate with the utmost dignity and honesty and will not intentionally interfere with the business operations of other vendors.

h) If Vendor will be regularly on Villanova's campus, Vendor shall abide by the Reporting & Clearances Amendment attached hereto as Exhibit B and incorporated herein by reference.

6. Responsibility for Damage:

a) Neither Villanova nor its agents or employees shall be responsible or liable for any loss or damage to the property of Vendor or its employees and agent or for personal injuries sustained by Vendor or its employees or agents resulting from Event. All lost and found articles of Vendor shall be turned over to Vendor, its agents or employees or to the lost and found department of Villanova.

b) Vendor shall exercise good care, as defined by industry standard, in its use of the Location and will be liable to Villanova for any damage or loss to the Location or to any other real or personal property of

Villanova caused by the act, omission, or negligence (whether characterized as gross or otherwise) of Vendor or its employees and agents; payment for all such property damage shall be made within 10 days of Vendor's receipt of notice from Villanova that such payment is due and owing. Boxes, packing supplies, wrappings, and trash should be properly discarded by the Vendor.

7. Insurance:

a) Vendor, at its own expense, shall secure and maintain secure and maintain the following insurance during the term of the Agreement in amounts not less than that specified for each coverage below. Such insurance shall be primary and non-contributory to Villanova's insurance. Failure of Vendor to procure the following insurance or of Villanova in securing a Certificate of Insurance shall not relieve Vendor of any obligation or liability assumed under the Agreement, nor of any obligation or liability imposed by law. In no event shall the liability of Vendor be limited to the extent of any insurance or the minimum limits required herein. Any self-insured retentions, deductibles, and exclusions in coverage in the insurance required shall be assumed by and at the sole risk of Vendor. Vendor or its insurers agrees to provide thirty (30) days' advanced written notice to Villanova of any cancellation or material reduction in their required insurance.

Comprehensive General Liability: \$1,000,000 each occurrence

Please note the certificate must include Villanova University as an "additional insured" under the Comprehensive General Liability policy and must provide the minimum limit set forth above. The certificate should also indicate whether the General Liability policy is written on a "claims made" or "occurrence" basis.

If Vendor does not carry Comprehensive General Liability, Vendor certifies that Vendor has the financial resources to cover any liability, including but not limited to claims of bodily injury or property damage and completed operations liability that would typically be covered under a comprehensive general liability policy.

Please initial here if Vendor does not carry Comprehensive General Liability and certifies the above: _____ (Please initial in ink. Typed initials are not acceptable)

Automobile Liability: \$1,000,000 each occurrence

If Vendor does not carry a Business Automobile Policy and is going to be driving on Villanova's campus, Vendor certifies that the vehicle(s) that will be on Villanova's campus is covered by an Automobile Liability Policy that would apply to the Vendor's use of the vehicle(s) for the Event, and that the Automobile Liability is in at least statutory amounts and amounts that would cover the expense of any accident or injury resulting from the use of Vendor's personal vehicle in conjunction with the Event.

Please initial here if Vendor does not carry a Business Automobile Policy and certifies the above: _____ (Please initial in ink. Typed initials are not acceptable)

Workers Compensation: Statutory (Required by Law)

Employers Liability: \$100,000/500,000/100,000

If Vendor is a sole proprietor or otherwise not required by law to carry Workers Compensation, Vendor certifies that in lieu of Workers Compensation, Vendor has health insurance to cover him/herself, and anyone Vendor hires to provide services and/ or products at Villanova, on Vendor's behalf, to meet any and all needs for payment of medical costs for any injuries occurring on

Villanova's campus or arising out of the Services. Vendor acknowledges Villanova will not be responsible for any medical expenses incurred as a result of or in conjunction with the Event.

Please initial here if Vendor is not required by law to carry Workers Compensation and certifies the above: _____ *(Please initial in ink. Typed initials are not acceptable)*

- b) A Certificate of Insurance evidencing the above coverage must be provided to Villanova at least one week prior to the Event and as insurance policies renew during the term of the Agreement.
- c) All insurance coverage must be written with an insurer rated not less than A- by A. M. Best.

8. Indemnification: Vendor agrees to indemnify, defend and hold Villanova and its trustees, employees, faculty, students and representatives harmless from any loss, liability, claims, injuries, costs, damages or expenses, including without limitation reasonable attorney's fees (collectively "Damages"), in connection with any claims, including, without limitation, for injury, death, loss or damage to any persons or property, arising from or connected with the Event or which occur in, on, or about the Location or any other portion of Villanova's facilities on campus, regardless of whether such Damages were caused or allegedly caused by or resulted from the negligence (whether characterized as negligence or gross negligence) of Villanova, its employees or agents. This provision shall survive the expiration or termination of this Agreement. If any portion of this provision is determined to be unenforceable, the remainder shall still be enforceable to the fullest extent permissible.

9. Costs & Expenses: Vendor shall be responsible for payment of any and all costs and expenses (including reasonable attorney's fees) incurred by Villanova in enforcing any of Vendor's obligations under this Agreement, including but not limited to Vendor's payment and indemnification obligations.

10. Force Majeure: Villanova shall not be held liable for any delays or failures to provide the Location for the Event, or any other delays or, if such delay or failure is due, directly or indirectly, to any cause beyond Villanova's reasonable control, including, but not limited to, destruction of or damage to such space, acts of God, war, riot, terrorism, civil disturbance, fire, floods, environmental calamity or risk, inclement weather, restriction upon travel, food, beverages or supplies, strikes, lock-outs, labor disputes, pandemics, epidemics or other outbreaks of diseases or other infections, failures in public supply of electricity, heating, lighting, air conditioning or public telecommunications equipment, or other such events, disturbances or conditions.

11. Food and Beverages: Alcohol, tobacco, and energy drinks are strictly prohibited. No food or beverages are permitted to be sold or sampled without prior approval of Villanova. If Villanova grants approval, Vendor agrees that all food will be prepared in a licensed and inspected kitchen, in accordance with state and county health rules and regulations. If food or beverages that are not prepackaged will be sold or sampled, Vendor agrees that all employees and agents serving food or beverages at the Event are Serve-Safe State Certified Food Handlers.

12. Cancellation: Should Vendor need to cancel or reschedule the Event, Vendor will contact Villanova's Office of Student Involvement (610-519-4211) at least five (5) business days in advance. Cancellations less than five (5) business days prior to the Event will result in a cancellation fee of \$15.00 unless otherwise agreed to by Villanova and Vendor. If either party cancels this Agreement for any reason, Vendor will not be entitled to a refund of any monies paid in conjunction with this Agreement.

13. Breach of this Agreement: A breach of any of the terms in this Agreement may result in denial of authorization of Vendor to solicit Villanova and, if appropriate, result in disciplinary action against the Vendor's student representative. Decisions regarding disciplinary action against the Vendor's student

representative(s) will be made by the Dean of Students and Assistant Vice President for Residence Life or his/ her designee.

14. Non-Discrimination: Vendor shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity, age, veteran status, disability, or any other basis prohibited by law.

15. Miscellaneous:

- a) Disputes between a student representative and Vendor shall be resolved between the parties involved. Parties may not seek redress from Villanova.
- b) This Agreement is not exclusive, and either of the parties is free to enter into similar agreement with anyone else.
- c) Vendor may not assign any of its rights or obligations under this Agreement without the express written approval of Villanova.
- d) This is the entire Agreement between the parties with respect to the Event. No changes to this Agreement are valid unless in writing, signed by both parties.
- e) The laws of the Commonwealth of Pennsylvania shall govern this Agreement, without regard to choice or conflict of laws principles thereof.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Agreement on the day and year above written.

VILLANOVA UNIVERSITY:

By: _____

Title: _____

Date: _____

VENDOR:

By: _____
(Please sign in ink. Typed signatures are not acceptable)

Title: _____

Date: _____

Exhibit A

Acknowledgement of the Commercial Vendor Agreement by Student Representative(s)

I have reviewed the Office of Student Involvement Commercial Vendor Agreement and understand and agree to the terms of the Agreement. I understand that Villanova University will not be responsible for any medical bills resulting from any injury, including death, or property damage or theft while performing under this Agreement.

Principal Student Representative:

Signature <i>(Please sign in ink. Typed signatures are not acceptable)</i>	Date
Printed Name	Banner ID

Additional Student Representative(s) (add additional lines as needed):

Signature <i>(Please sign in ink. Typed signatures are not acceptable)</i>	Date
Printed Name	Banner ID

Signature <i>(Please sign in ink. Typed signatures are not acceptable)</i>	Date
Printed Name	Banner ID

Exhibit B

Reporting & Clearances Amendment

This Reporting & Clearances Amendment (this “Agreement”) between VILLANOVA UNIVERSITY, located at 800 Lancaster Avenue, Villanova, Pennsylvania 19085 (“Villanova”), and Vendor (defined below) is made on the Effective Date (defined below) and amends the terms and conditions of the Agreement described below. Intending to be legally bound, the parties hereby agree:

Effective Date: _____, 20____ <i>Date the Agreement is entered into, not the Event Date</i>	Vendor: _____ <i>Full Legal Name</i>
Agreement: Office of Student Involvement Commercial Vendor Agreement dated _____, 20____	

1. **Background Checks & Reference Checks.** Vendor shall conduct reference checks for all of its Vendor Parties entering any Villanova grounds, buildings or facilities (“Facilities”). In addition, Vendor shall ensure that all Vendor Parties have successfully completed the following background checks prior to the entering the Facilities. Vendor shall not permit any Vendor Parties without such background checks (or with results of such background checks that would prohibit direct contact with minors under applicable Pennsylvania law) to enter the Facilities:

- Pennsylvania State Police Access to Criminal History (PATCH)
- Pennsylvania Department of Public Welfare Child Abuse History Clearance
- Federal Criminal History Record Information (FBI fingerprint check)

2. **Compliance with Laws, Rules & Villanova Regulations:** Vendor agrees that Vendor and all Vendor Parties shall abide by, conform to and comply with all applicable laws, rules and regulations and instructions of Villanova representatives for use of the Facilities.

3. **Crime Reporting & Child Abuse Reporting:**

(a) **Crime Reporting.** Vendor shall require the Vendor Parties to immediately report any crimes that occur during use of the Facilities or on Villanova’s campus to Villanova’s Director of Public Safety; Contact Information: Phone – (610) 519-6982; email – david.tedjeske@villanova.edu.

(b) **Child Abuse Reporting.** Vendor shall require the Vendor Parties having direct contact with a Minor (all as defined in the Pennsylvania Child Protective Services Law, 63 Pa. C.S.A. § 6301 et seq. and any related regulations or guidance) to immediately report any suspected child abuse of any Minor in connection with the Purpose or Villanova’s campus to the Pennsylvania Department of Human Services (“DHS”) toll-free ChildLine at (800) 932-0313. Within 48 hours of the oral report, the reporting person must follow up with a written report to DHS or the county agency assigned to the case. Immediately after the first notification to DHS, the reporting person must report the suspected child abuse to Villanova’s Director of Public Safety. Contact Information: Phone – (610) 519-6982; email – david.tedjeske@villanova.edu, or, in his absence, the EVP; Contact information: (610) 519-4532; email – ken.valosky@villanova.edu; and provide a copy of the written report sent to DHS. For additional information regarding what is meant by “child abuse” and the obligation to report child abuse, see Villanova’s Child Abuse Reporting Policy available on Villanova’s website at <http://www1.villanova.edu/content/dam/villanova/president/uco/ChildAbuseReportingPolicy.pdf>. Vendor shall comply with Villanova’s Child Abuse Reporting Policy and all applicable federal, state and local laws relating to the reporting of crimes and suspected child abuse, including, without limitation, the Pennsylvania Child Protective Services Law, 63 Pa. C.S.A. § 6301 et seq., as it may be amended from time to time. To the extent that Vendor and/or the Vendor Parties have any other obligations in connection with suspected child abuse under applicable laws, rules, orders, policies and procedures, Vendor and the Vendor Parties shall comply with such obligations and nothing in this paragraph or Agreement shall be deemed to

interfere with or discharge such obligation. Vendor shall be responsible for instructing all Vendor Parties of their reporting responsibilities under this paragraph.

4. Right to Audit. Villanova shall have the right to, or to direct Villanova's agent, Vendor, auditor or designee to, inspect, audit and request copies of any and all records related to Vendor's performance of and compliance with these terms at any time, and Vendor's shall promptly cooperate therewith.

5. No Further Modification: Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain unmodified and in full force and effect. This Amendment is hereby attached to and made part of the Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed Amendment the day and year above written.

VILLANOVA UNIVERSITY:

By: _____

Title: _____

Date: _____

VENDOR

By: _____

(Please sign in ink. Typed signatures are not acceptable)

Title: _____

Date: _____