NSU Florida

NSU COMMUNITY FEST FOOD VENDOR AGREEMENT

Name of Business/Vendor:_____
(list name as you wish it to appear in programs and other materials)

For purposes of this Agreement, the business/entity named above shall be referred to as the "Vendor," and the Vendor and Nova Southeastern University's Division of Student Affairs shall be collectively referred to as the "Parties." This Agreement is between the Vendor and Nova Southeastern University's Division of Student Affairs, confirming the Vendor's participation in **NSU's Annual Community Fest on Saturday, February 13, 2027, from 12:00 p.m. (Noon) to 4:00 p.m.** The Vendor agrees to be fully set up 30 minutes prior to the start time of the event and to break down their booth no earlier than 4:00 p.m., when the event ends. Check-in and booth set-up will begin at 9:00 a.m. **This form must be submitted to the Division of Student Affairs no later than January 15, 2027, at 5:00 p.m. EST. via email to *communityfest@nova.edu.***

The Vendor named above agrees to provide a booth that includes:

_____
(Type of products/food)

The Vendor mentioned above understands that any products/food are subject to review and approval by the members of the NSU's Community Fest Committee. **Face coverings at the event are optional and standard sanitization protocols (washing hands, hand sanitizer, etc.) are highly encouraged.**

The Vendor will be responsible for organizing their booth including staffing and product/food distribution, taking down the booth, and cleaning the booth and its surrounding area. The Division of Student Affairs will provide them with three (3) 6-ft. tables and two to four (2-4) chairs, if available.

Will electricity be needed? ☐ No ☐ Yes

If yes, please list the equipment that needs electricity and voltage: _____

THIS IS REQUIRED IN ORDER TO FULFILL REQUEST. IF NOT LISTED, WE DO NOT GUARANTEE YOU WILL RECEIVE ELECTRICITY.

As part of this agreement, any vendor participating in NSU Community Fest will not charge for the products/food provided at the booth and must participate as a **Mako, Silver, or Blue Shark Sponsor (see page 3 for sponsor package details).**

The Parties agree that this Food Vendor Agreement is governed, construed, and enforced in accordance with the Service Terms and Conditions, attached hereto, and made a part hereof.

Vendor Name: _____

Representative Name: _____

Title of Representative: _____

Street Address, City, State, Zip: _____

E-mail Address of Representative: _____

Contact Number: _____

Signature of Representative: _____

CANCELLATION

Should the Vendor no longer be able to participate, please take note of the following dates:

Cancel booth by January 18:	No fee
Cancel booth between January 19 – January 25:	$50 Cancellation fee
Cancel booth between January 26 – February 1:	$75 Cancellation fee
Cancel booth between February 2 - February 7:	$150 Cancellation fee
Cancel booth between February 8 - February 12:	$250 Cancellation fee
No show on the day of the event:	$300 fee

All agreements and forms are due no later than January 15, 2027, by 5:00 p.m. EST. Please sign and return. Retain a copy for your records.

Mail:
Office of Campus Life and Student Engagement
Don Taft University Center,
Fort Lauderdale/Davie Campus
3300 S University Dr, Fort Lauderdale, FL 33328

Email:
communityfest@nova.edu

NSU COMMUNITY FEST FOOD VENDOR AGREEMENT

Food Vendor: _____

Representative Name: _____

Position/Title: _____

Street Address: _____

City, State, Zip: _____

Phone/Fax: _____

E-mail: _____

DONATION:

The Vendor has agreed to donate the following:

ITEM/SERVICE	QUANTITY PROVIDED	VALUE
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
TOTAL DONATION		**$**

NSU COMMUNITY FEST MATCH:

Additionally, the Vendor is requesting that NSU Community Fest match their donation of the following items worth no more than half of the total donation (up to $2,000 in payment). **The Vendor understands that an itemized invoice of the matched items (once approved by the NSU Community Fest Committee), along with a copy of the Vendor's W-9 form and Liability form, must be submitted in order to receive reimbursement.**

Example: The Vendor agrees to donate $500 worth of tacos. NSU purchases $500 worth of tacos. The Vendor provides $1,000 worth of tacos on the day of the event. *Please note*: The itemized invoice should reflect only the match amount (e.g., $500 in the example above).

Additionally, the sponsorship package level is based solely on the Vendor's donation amount. The NSU match amount is not included when determining sponsorship level.

Food Vendor Participation Disclaimer: Food vendors participating in Community Fest are expected to remain open and actively serving attendees for the full duration of the event. Vendors who close early, stop serving prior to the conclusion of the event, or fail to fulfill their participation commitment may forfeit eligibility to receive their sponsorship reimbursement or check on the day of the event. In such cases, the vendor's contribution level may be adjusted to reflect the previous sponsorship tier based on actual participation and compliance with event expectations.

ITEM/SERVICE	QUANTITY PROVIDED	VALUE
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
TOTAL MATCH BY NSU		**$**
TOTAL VALUE OF GOODS/SERVICES PROVIDED AT COMMUNITY FEST		**$**

_____ _____

Representative Name Date of Signature

Please sign and return this form along with a copy of your business' most recent, signed Certificate of Liability Insurance, listing Nova Southeastern University as "additionally insured". (Please review page 6 of Agreement Form for exact verbiage).

NSU COMMUNITY FEST FOOD VENDOR COMMITMENT FORM

Sponsorship Levels

☐ **Mako Sponsor $2,000 Minimum** (limited packages available)

- Recognition in Community Fest Program
- Recognition on Community Fest Website
- Recognition at Community Fest Event
- Tabling opportunity during the Fall 2027 semester in the Don Taft University Center (date and/ or event subject to availability)
- Business banner (3ft x 5ft) hung in the Don Taft University Center one week before Community Fest and one week after Community Fest. **Must be provided by business.**
- Social Media post prior to event stating your business will be at Community Fest
- Opportunity to include information, advertisement, or marketing materials in Community Fest bag.
- VIP parking space for this event only

☐ **Silver Sponsor $1,000 Minimum** (limited packages available)

- Recognition in Community Fest Program
- Recognition on Community Fest Website
- Recognition at Community Fest Event
- Tabling opportunity during the Fall 2027 semester in the Don Taft University Center (date and or event subject to availability)
- Business banner (3ft x 5ft) hung in the Don Taft University Center one week before Community Fest and one week after Community Fest. **Must be provided by business.**

☐ **Blue Sponsor $500 Minimum** (limited packages available)

- Recognition in Community Fest Program
- Recognition on Community Fest Website
- Recognition at Community Fest Event
- Tabling opportunity during the Fall 2027 semester in the Don Taft University Center (date and/or event subject to availability)

Food Vendor Participation Disclaimer: Food vendors participating in Community Fest are expected to remain open and actively serving attendees for the full duration of the event. Vendors who close early, stop serving prior to the conclusion of the event, or fail to fulfill their participation commitment may forfeit eligibility to receive their sponsorship reimbursement or check on the day of the event. In such cases, the vendor's contribution level may be adjusted to reflect the previous sponsorship tier based on actual participation and compliance with event expectations.

Sponsorship Method

Donation of food and/or product

Specific Items to be Donated: _____

Quantity to be Donated: _____

Total Monetary Value $: _____

Friendly Reminders: Community Fest is a 4-hour event, and you are required to participate for the entire duration. Please note that you will have to submit all requested materials before your package selection can be secured completely. Therefore, packages will be assigned accordingly. Please refer to the Food Vendor Participate Disclaimer.

Check List (please make sure to submit all of the items below)

- ❑ **W-9 Form**
- ❑ **Certification of Liability Form (Refer to #6 on Service Terms and Conditions)**

  In Description box, please list the following:

  Nova Southeastern University, Inc., Its Trustees, Officers, Agents and Employees as additional insured under its policies.

  Under Certificate Holder, please list the following:

  Nova Southeastern University
  Division of Student Affairs
  3300 S University Dr.
  Fort Lauderdale, FL 33328
- ❑ **Itemized Invoice (This invoice should reflect match amount only)**
- ❑ **Signed "Service Terms and Conditions" page**
- ❑ **Payment: Check or Direct Deposit (Circle One)**

  Please indicate if you have direct deposit set up with NSU. If you do, approved match requests will be direct deposited to your account. If you do not have direct deposit, we will have a check ready for you at the end of Community Fest.

Please note that all requested documents must be submitted before payment can be processed. Failure to do so could result in a delay in payment.

_____ Representative Name

_____ Representative Signature

This form must be submitted no later than January 15, 2027, at 5:00 p.m. EST.
Please make checks payable to Nova Southeastern University. Retain a copy for your records.

Mail:
Office of Campus Life and Student Engagement
Don Taft University Center,
Fort Lauderdale/Davie Campus
3300 S University Dr, Fort Lauderdale, FL 33328

Email:
communityfest@nova.edu

SERVICE TERMS AND CONDITIONS

1. **VENDOR'S SERVICES.** Vendor shall perform the Services, as defined in the External Vendor Agreement (the "Agreement"). Vendor may engage subcontractors to perform some of the Services. The acts and omissions of the subcontractor shall be deemed the acts and omissions of the Vendor. Notwithstanding anything to the contrary contained in this Agreement, all of the terms, covenants and conditions of this Agreement that would be applicable to the Vendor if the Vendor was performing the Services shall be applicable to the subcontractor. Vendor shall ensure that no subcontractor further subcontracts the performance of any Services.

2. **TERM AND TERMINATION.** The term of this Agreement shall commence on the date that the last of the parties hereto executes this Agreement, unless sooner terminated in accordance with the provisions hereof and shall expire upon completion of the Services and/or expiration of event date, as defined in the External Vendor Agreement. NSU may, at its sole option, for any reason or for no reason, terminate this Agreement at any time upon five (5) days prior written notice, or any other right or remedy NSU may have. Vendor shall cease performing Services upon any such termination.

3. **PERFORMANCE OF SERVICES.** Vendor shall perform all Services in a competent, skillful, and workmanlike manner and in compliance with industry standards.

4. **VENDOR'S COMPENSATION.** NSU shall not compensate Vendor for performing the Services herein.

5. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, LICENSES AND PERMITS.** Vendor covenants and agrees that Vendor shall comply with, and shall ensure that its subcontractors comply with, all applicable laws, regulations, ordinances, and codes in connection with its performance of Services. Vendor represents and warrants to NSU that Vendor and all of its subcontractors possess all licenses and permits, required to perform the Services, and upon NSU's request shall furnish to NSU proof thereof.

6. **INSURANCE.** Vendor shall maintain, and shall ensure that its subcontractors maintain, the insurance coverage and comply with all the stated requirements stated in this Section. Vendor shall provide, and shall ensure that its subcontractors provide, a certificate(S) of insurance naming Nova Southeastern University, Inc, its trustees, officers, agents and employees as additional insured under its policies. The insurance required is as follows: i) Commercial General Liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for death, bodily injury and property damage, including, without limitation, personal injury, contractual liability, product and completed operations; (il) Workers' Compensation insurance in accordance with the laws of the State of Florida: (ii) Automobile Liability insurance in an amount not less than $500,000 single limit covering any owned, non-owned, leased or hired vehicles. All insurance policies required under this Section shall be written and issued on an occurrence basis. The Vendor agrees that the required insurance is not intended to limit in any way the Vendor's liability under this Agreement.

7. **INDEMNIFICATION.** Vendor shall indemnify, defend, and hold harmless NSU, its trustees, officers, employees, and agents (collectively, the "Indemnities") from any and all claims, actions, liabilities, damages, losses, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees) incurred by or asserted against any of the Indemnities, arising out of or resulting from or in any way connected with one or more of the following: (i) the performance or non-performance of Services under this Agreement by Vendor or its subcontractors, (il) the negligence or willful or intentional misconduct of Vendor, its subcontractors, or any of their employees, or (ili) Vendor's or any subcontractors' breach of any term, covenant or condition of this Agreement. Vendor's obligations under this Section shall survive the expiration or termination of this Agreement.

8. **DEFAULT.** In the event Vendor is in breach of any term, covenant or condition of this Agreement, then NSU may terminate this Agreement by written notice to Vendor and/or pursue any other remedy available to it at law or in equity.

9. **NSU POLICIES AND PROCEDURES.** Vendor shall comply with, and shall ensure that its subcontractors comply with, all applicable NSU policies, procedures, rules, and regulations provided or made available to Vendor.

10. **CONFIDENTIAL INFORMATION.** Prior to and during the term of this Agreement, Vendor, subcontractor, and their employees may have had or may have access to, or may have been or may be provided with, confidential information of NSU (the "Confidential Information"). Vendor, subcontractor, and their employees shall maintain the Confidential Information on a strictly confidential basis, and shall only use the Confidential Information for the purposes set forth in this Agreement. Vendor, subcontractor, and their employees shall only disclose Confidential Information to its employees on a strictly need to know basis, and shall inform such employees in writing that they must comply with the confidentiality obligations set forth herein Vendor, subcontractor, and their employees shall not disclose any Confidential Information to third parties except if required by law to do so, and in such event shall disclose only the minimum amount of information necessary to comply with the request. If Vendor, subcontractor, or their employees are required by law to disclose such information, they shall first provide prompt written notice thereof to NSU and allow NSU a reasonable time to object to such disclosure. Vendor shall and shall ensure that its employees, subcontractor and its employees shall treat the Confidential Information as it does its own most sensitive confidential and proprietary information, but in no event shall Vendor use less than reasonable care. At the expiration or termination of this Agreement, Vendor shall and shall ensure that its employces, subcontractor and its employees return to NSU all Confidential Information it has obtained. Vendor acknowledges that NSU shall have no adequate remedy at law if Vendor breaches any of its confidentiality obligations, and consequently, in addition to all other available remedies, NSU may obtain injunctive relief without the necessity of posting a bond or proving damages. Vendor's obligations under this Section, and NSU's remedies referenced in this Section, shall survive the expiration or termination of this Agreement.

11. **RELATIONSHIP.** The relationship between NSU and Vendor shall be one of independent contractors, and nothing in this Agreement shall create or be construed to create an employer-employee, principal-agent, joint venture or partnership relationship. Vendor shall not have the authority to bind or obligate NSU in any manner.

12. **ASSIGNMENT.** Vendor shall not assign its interest in this Agreement or any of its rights or obligations hereunder without the prior written consent of NSU, which consent may be granted or withheld in NSU's sole discretion.

13. **EQUIPMENT, MATERIALS, AND SUPPLIES.** Vendor shall furish all equipment, materials, and supplies necessary to completely and effectively perform all Services to be provided by Vendor under this Agreement. Vendor shall not store any of its equipment, materials or supplies at the Facilities, nor shall Vendor leave any of them overnight at the Facilities. NSU shall not be liable for loss or damage to any of Vendor's equipment, materials or supplies from any cause.

14. **NON-DISCRIMINATION.** Vendor shall not discriminate in its business operations, including, without limitation, the employees it hires, on the grounds of race, religion, color, ethnicity, religion, sex, age, disability, veteran status or national origin.

15. **FORCE MAJEURE.** Neither NSU nor Vendor shall be liable for any delays or failure to perform hereunder as a result of an ocurrence beyond its reasonable control.

16. **SAFETY.** Vendor shall observe and exercise, and compel its employees and its subcontractors to observe and exercise, all necessary caution and discretion, so as to avoid (i) injury to persons, ii) damage to personal and real property, and (iii) annoyance to or interference with NSU's business operations and the activities of NSU's students, employees, and visitors. All Services will be performed in a safe manner. Vendor will be familiar with, operate in accordance with, and comply with the guidelines set forth in the Occupational Safety and Health Act ('OSHA"), and the regulations promulgated thereunder.

17. **ALCOHOL, NARCOTICS, AND TOBACCO FREE POLICIES.** Vendor acknowledges that NSU is a drug free and tobacco free campus and covenants and agrees that it will abide by and shall ensure that its employees and its subcontractors abide by such policies.

18. **MISCELLANEOUS.** No waiver by either party of its rights under any provision of this Agreement shall constitute a waiver of such party's rights under such provision at any other time or a waiver of the party's rights under any other provision herein. A waiver of the other party's breach of any provision of this Agreement shall not be deemed a waiver of a subsequent breach of the same provision or a waiver of the breach of any other provision. All waivers must be in writing and signed by the waiving party. This Agreement shall be governed by, enforced, and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that jurisdiction shall lie exclusively in the courts of the State of Florida, and that venue shall lie exclusively in Broward County, Florida In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including any appeals and any post-judgment proceedings. Any notice required or permitted to be given hereunder to either party hereto shall be in writing and shall be deemed given and received i) when personally delivered with a written receipt obtained, ii) on the date noted as the date received, refused or uncollected if sent by certified or registered mail, postage prepaid and retur receipt requested, or (iii) the earlier of receipt or two (2) business days after deposit with a nationally recognized ovemight delivery service, at its address as hereinabove set forth, or to such other address as such party may designate to the other by notice given pursuant to the provisions of this Section. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, then all other provisions shall remain valid, legal, and enforceable to the maximum extent permitted by law. This Agreement represents the entire understanding of the parties with respect to the matters set forth herein, and supersedes all prior and contemporaneous agreements, discussions, negotiations, and representations. This Agreement may only be altered, amended or modified by a written instrument duly executed by the parties. This Agreement may be executed in any number of counterparts each of which together shall be deemed to be an original and one and the same instrument. Capitalized terms used herein, but not defined, shall have the same meaning as set forth in the Agreement. With respect to the interpretation of this Agreement concerning an ambiguity or otherwise, there shall be no presumption against the drafter of the Agreement.

Nova Southeastern University, Inc. **Revised October 29, 2014**

By signing below, I, _____, as an authorized representative of the Vendor, acknowledge and agree to the above terms and conditions.

_____ _____

Representative Signature Date of Signature