



Alamo Community College District,
on behalf of Northeast Lakeview College, Vendor Agreement

This Agreement, between Alamo Community College District on behalf of Northeast Lakeview (Sponsor) and (Vendor), is for the use of space on the Northeast Lakeview College (NLC) campus for the purpose of on the following day(s):, from a.m./p.m. until a.m./p.m.

All parties acknowledge and agree that the fee for the use of space on the campus shall be structured as follows:

Vendor Information

Vendor/Company Name:

Business Address

City State Zip Business Phone ()

*Taxpayer ID Number (as shown on your sales tax permit)

List products or services offered

Vendor Procedures and Terms

Scheduling Vendor Sales:

- 1. Vendor will be invited to come on NLC campus by the Student Development, Leadership & Activities Office, pursuant to a sponsorship by a student organization in exchange for a negotiated fee (either a fixed fee or a percentage of sales to be determined at signing of this Agreement).
2. Each semester, the staff at the Student Development, Leadership & Activities Office will contact authorized vendors to schedule a mutually agreed upon date(s) during the next semester on which the vendor shall be permitted to enter the NLC campus and sell their goods (Vendor Sale).
3. Placement on the authorized vendor list is not a guarantee that a vendor will be invited and/or scheduled to come on campus.

Fee(s):

- 1. The Vendor Program at NLC has been established to provide the student clubs with an opportunity to raise funds. Therefore, on the Vendor Qualifying Form, all vendors are required to expressly state the amount and/or portion of the vendor's earnings from the Vendor Sale that will be donated to the sponsoring club (Vendor Fee). The Vendor Fee can be either a percentage of sales (minimum of 15%) or a per-day fee (i.e., \$100 - \$150 per day). Failure to complete this section will result in delayed processing of the vendor's application or rejection of the vendor.
2. The agreed upon Vendor Fee shall be remitted to NLC in a timely manner and no later than seven (7) calendar days of the date(s) of the Vendor Sale. Failure to timely remit payment by the vendor may result in removal from

the authorized vendor list. Vendors should make checks payable to **Northeast Lakeview College**. Please include sale date(s) on the check. Payments may be taken to the Student Development, Leadership & Activities Office, located at 8300 Pat Booker Road, Room 129, or mailed to:

Northeast Lakeview College
Student Development, Leadership & Activities
8300 Pat Booker Road, Room 129
Live Oak, TX 78233

Prior to the Vendor Sale:

1. Vendor must complete all registration forms and procedures with the Student Development, Leadership & Activities Office **PRIOR TO** being scheduled for a Vendor Sale.
2. All fliers and other advertising created by Vendor must clearly identify the student organization as the Sponsor of the event and **must be approved by** the NLC Student Development, Leadership & Activities Office **prior to the** Vendor Sale.
3. The staff of the Student Development, Leadership & Activities Office will send vendors who have been given a Vendor Sale date(s) a Letter of Confirmation concerning the agreed upon arrangements.
4. Vendor must notify the Director of Student Development, Leadership & Activities at (210) 486-5497 and in writing at least three (3) business days in advance of the Vendor Sale of any desired change to the agreed upon Vendor Sale arrangements. The change must be mutually agreed upon by written agreement by both parties. Failure to do so will result in a \$25 charge and possible removal from the authorized vendor listing.

Vendor Obligations:

1. Vendor must check-in with the Student Development, Leadership & Activities Office, located at NLC Room 129, **prior to** unloading any merchandise. Failure to do so may result in the cancellation of future vendor dates as well as removal from the authorized vendor list.
2. Vendor shall provide at least one representative at its expense who is experienced in vendor sales and who shall supervise, set up, manage and/or coordinate all matters on behalf of vendor prior to and during the Vendor Sale.
3. Vendor must provide its own equipment (carts, tables, chairs, etc.) to load and unload its merchandise. No Sponsor equipment may be used by the vendor.
4. Vendor is solely responsible for unpacking, packing, and maintaining security of its goods and equipment during and after each Vendor Sale. No Sponsor employees, equipment or security will be provided for vendor's use or benefit.
5. Vendor is solely responsible for the administration and collection of all applicable sales tax. Vendor will not be permitted to participate in the Vendor Sale without proof of a current Texas Sales and Use Tax Permit. Vendor shall provide Sponsor with a copy of its valid permit.
6. Vendor should arrange for a representative to provide security over its merchandise while unloading, setting up, and parking for the Vendor Sale. Alamo Community College District Department of Public Safety is **not** available to watch over or secure vendor's merchandise.
7. Vendor's equipment (i.e. carts, chairs, tables, and other display items) must remain within the NLC designated Vendor Sale display area.
8. Vendor must keep the Vendor Sale display area neat, clean, and orderly during and after the Vendor Sale.
9. Vendor must keep the Vendor Sale display area safe from hazards during Vendor Sale hours of operation.
10. On the Vendor Sale day(s): if vendor is going to arrive late, or is unable to attend, vendor must contact Student Development, Leadership & Activities Office at (210) 590-5497 as soon as possible.

11. Vendor will conduct business in a professional, courteous, and ethical manner and without regard to race, religion, color, national origin, sex, age or disability.
12. Violation of state and local ordinances and/or NLC policies may result in expulsion from campus. Interpretation and enforcement of ordinances and policies remains at the discretion of the Student Development, Leadership & Activities, Director or designated NLC representative.

Limitation on Vendor Sales:

1. Vendor Sale dates shall be limited to:
 - In the months of **September and February**: Student Organization and Vendor Days (a **2-day event** at the beginning of the respective semester).
 - In the months of **October, November, March, April**: **One day** will be dedicated in each month for Vendor Sales. A **maximum of five vendors** will be permitted to hold sales on that one day each month.
2. Use of electricity will be allowed **ONLY** for lighting. **NO** audio or video or other electronic devices will be allowed.
3. Distribution of food and/or drink is not allowed, unless it is a product that you have been approved to sell as an authorized vendor and have received prior approval by Sponsor. Any and all licenses required for the distribution of food and/or drinks shall be obtained by vendor at its own expense and sole liability. A copy of such license shall be provided to Sponsor.
4. The product(s) or service(s) on display will be required to remain within the designated Vendor Sale display area. This measure prevents the walkways and doorways from being blocked. It is the responsibility of the vendor to ensure all items remain in the designated location and free from hazardous conditions.
5. Vendor will be issued 1 table and 2 chairs from Sponsor strictly for use during the Vendor Sale. Vendor shall be responsible for any damage to said table and 2 chairs caused by, contributed to, or resulting from vendor's use. **Vendors are NOT to request additional equipment or assistance from any Sponsor personnel.**
6. Vendor must contact the Student Development, Leadership & Activities Office at (210) 590-5497 regarding any desired changes in arrangements or with any questions relating to the Vendor Sale.
7. Signage is only allowed on the tables and/or easels located adjacent to tables. It is not allowed on walls, in bathrooms, or anywhere else on NLC.

General Terms:

1. Vendor will receive **one** warning for failure to comply with the above guidelines; a second infraction may result in immediate removal from the authorized vendor list.
2. Vendor and any representative of the Vendor conducting business on NLC campus agrees to abide by all Federal and State Laws, all provisions of this Agreement and all of Sponsors policies, rules and regulations.
3. Violation of Federal or State laws, regulations or ordinances and/or Sponsor's policies may result in expulsion from NLC campus. Interpretation and enforcement of policies remains at the discretion of the Student Development, Leadership & Activities, Director or designated NLC representative.
4. Sponsor, its employees, students and representatives assume no liability for any loss, theft, or damage incurred by the Vendor in regard to its merchandise, equipment, or personnel during the duration of this Agreement.
5. Vendor shall defend, indemnify, and hold harmless Alamo Community College District Board of Trustees, its officers, employees, and agents from and against any losses and expenses, claims, suits, or other liability including product liability resulting from injury to any person or damage to property arising out of or in any way connected with the Vendor's duties and obligations under this Agreement.
6. Vendors may not interfere with the regular flow of walking and/or vehicular traffic either by tables, signage and/or verbal enticements to persuade patrons to purchase their products and/or services.
7. No candles incense, or combustible materials may be burned and/or displayed on NLC campus.

- 8. If any items are questionable in nature or taste are displayed and/or sold, upon the request of Sponsor, Vendor shall immediately remove the item(s). The determination of the questionable nature or taste of the items shall be at the sole discretion of Sponsor.
- 9. No materials with drug or alcohol references or renderings may be displayed, distributed, or sold.
- 10. This Agreement is entered into and governed by the laws of the State of Texas. Bexar County shall have sole and exclusive jurisdiction of any action arising out of or in connection with this Agreement.

I have read the above procedures and terms and hereby agree to abide by them.

_____ [Print Name of Vendor]

By: _____ Date _____
Signature

_____ [Print Name]

_____ [Tax I.D. Number]