



AMERICAN UNIVERSITY

WASHINGTON, DC

ON-CAMPUS VENDING AGREEMENT

This Agreement is made effective the _____ day of _____, _____, by and between American University, a Congressionally-chartered non-profit institution of higher education, located at 4400 Massachusetts Avenue, NW (hereinafter "University") and _____, located at _____ (hereinafter "Vendor").

The term of this Agreement shall be from _____, _____ to _____.

The University hereby grants permission to Vendor to conduct the activities, in such location(s), at such times, and limited to such goods and services, as approved on the On-Campus Vending Permit Application attached herein as Exhibit B. The rights granted are subject to the Rules and Regulations attached herein as Exhibit A.

In consideration of the rights granted by University to Vendor herein, Vendor agrees to pay to University _____ percent (____%) of its Gross Sales made on the University's premises during the Agreement term. For the purpose of this Agreement, Gross Sales shall be defined as total cash, charge, check, contract, layaway, and other sales less applicable sales taxes. Vendor agrees to pay to University a guaranteed minimum payment of seventy-five dollars (\$75.00) plus a facilities fee of fifteen dollars (\$15.00) for each vending space approved on the On-Campus Sales Permit Application. Payments shall be made according to the Rules and Regulations attached herein as Exhibit A.

Vendor agrees that although University has granted Vendor permission to conduct limited sales and/or marketing activities ("Vending") on its campus, the University does not assume responsibility for any loss, injury or damage to person or property which results from causes beyond the control of, and without fault or negligence by the University. Vendor agrees for itself, its heirs, executors, administrators and assigns, to absolve, indemnify, defend and hold harmless American University, its officers, agents, personnel, and students, together with their respective successor and assigns, singularly and collectively, from and against any claims, liability for any injury, harm, loss, inconvenience or any other damage of any kind whatsoever, which may result from or be connected in any way with the terms of this Agreement.

Vendor hereby certifies that it is a duly licensed vendor with authority to conduct Vending in the District of Columbia and that the information provided to the University in order to secure permission to vend on University's campus is true and correct to the best of Vendor's knowledge. Vendor agrees and understands that University has granted permission to Vendor to vend on its campus conditioned upon Vendor's full compliance with applicable local, state and federal laws, adherence to the policies, procedures and codes of conduct of the University, and adherence to the University's Rules and Regulations attached herein as Exhibit A. University and Vendor agrees that Vendor is responsible for the collection and submission of all applicable taxes associated with Vendor's activity, including, but not limited to, DC Sales Tax.

Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow University to exercise control or direction over the manner or method by which Vendor, its employees or agents perform the services which are the subject of this Agreement. The sole interest of this Agreement shall be to ensure that the Vending that is the subject of this Agreement shall be rendered and performed in a competent, efficient, and satisfactory manner. Vendor, its agents, and its employees shall at all times be independent contractors and not employees of University and shall not hold themselves out as employees of University. Vendor's employees shall limit their movement, while on University premises, to the facilities described in this Agreement and those areas specifically associated with the performance of the Vending covered by this Agreement. Vendor shall be responsible for the conduct of its employees, and shall properly supervise and instruct its employees in the performance of their work tasks. All operations shall be conducted in strict conformance with University rules and regulations governing such areas as, but not limited to, safety, security, and dress code. Upon verbal or written notice, Vendor shall, as allowed by law, immediately remove from the University premises any Vendor employee whose conduct or performance is disruptive or unsatisfactory.

Vendor agrees to absolve, indemnify, defend and hold harmless University, its officers, agents, personnel, faculty, staff and students, from any breach of these representations.

As indicated by the signature of Vendor or its authorized agent below, Vendor acknowledges that it has read and understands the above provisions and agrees to be bound by them.

For Vendor:

For American University:

Signature of Vendor or Vendor's
Authorized Agent

By: Scott A. Byers
Title: Assistant Treasurer