

VENDOR AGREEMENT

Vendor name: _____ (“Vendor(s)”)

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone: _____

Contact person for Vendor(s): _____

Event date(s): _____ (“Event Date(s)”)

General Conditions:

1. Vendor(s) shall perform the services described below on behalf of the Board of Trustees of St. Petersburg College (the “College”) on the Event Date(s). Vendor(s) will provide _____ for students attending the on-campus event on the following day(s):

<u>Day</u>	<u>Date</u>	<u>Time</u>
_____	_____	_____
_____	_____	_____

Vendor(s) will provide the services at the St. Petersburg College _____, _____, _____,
(Campus/Center) *(Street address)* *(City)*

Florida at a specific site on said Campus/Center as provided herein and as directed by the College. Vendor(s) will not use any of the equipment or personal property of the College without the express consent of an authorized representative of the College.

Vendor(s) will provide:

College will provide:

2. The College shall pay Vendor(s) the total sum of _____ and no/100 (\$ _____) for Vendor's performance on the above-referenced date.
3. This Agreement and all transactions governed by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. In the event of any legal or equitable action arising under this Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Pinellas County, Florida.
4. Vendor(s) acknowledges College is subject to and must comply with Florida's Public Records Law, Chapter 119, Florida Statutes. Vendor(s) also acknowledges its obligation to comply with the requirements of Section 119.0701, Florida Statutes. Vendor's failure to comply may result in immediate termination of this Agreement.
5. Vendor(s) shall maintain at its sole cost and expense general liability with a combined single limit of not less than \$1,000,000.00 per occurrence. The insurance must be in effect throughout the dates of this Agreement. On all general liability policies, the Board of Trustees of St. Petersburg College shall be named as an additional insured and Vendor(s) shall no later than seven (7) days of the Event Date(s) provide the College with a Certificate of Insurance evidencing such coverage. Vendor(s) shall also maintain automobile coverage for any vehicles brought onto the College's property and workers compensation insurance as required by law, or if exempt, a declaration of exemption or exemption certificate. Failure to provide evidence of insurance coverage as set forth herein may result in immediate termination of this Agreement.
6. Vendor(s) shall indemnify, defend and hold the College harmless from and against any and all actions, liabilities, damages, expenses, claims, demands, and causes of action, including all expenses of litigation, including attorney's fees and court costs through appeal, arising out of or related to death or injury to any person, or the damage loss or destruction of any property which may occur as a result of any act or omission of Vendor(s).
7. Vendor(s) agrees to assume all costs arising from the use of patented, licensed, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights. Vendor(s) agrees to indemnify, defend and hold College harmless from any and all claims, demands, and causes of action based upon violation or infringement of the proprietary rights of third parties, including, but not limited to, patent, copyright, trademark and trade secrets.
8. Neither Vendor(s) nor the College shall discriminate in their employment practices or in the treatment of students on the basis of race, color, ethnicity, religion, sex, age, national origin, marital status, pregnancy, sexual orientation, gender identity or genetic information, nor will either discriminate against any qualified individual with a disability. Vendor(s) and the College recognize that sexual harassment constitutes discrimination on the basis of sex.

9. Vendor(s) agrees to abide by the laws, rules and regulations of the College and any applicable federal, state and local ordinances and regulations while upon St. Petersburg College's premises.
10. This Agreement is the entire agreement between the parties hereto. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
11. The undersigneds have the authority to enter into this Agreement.

Vendor:

**THE BOARD OF TRUSTEES
ST. PETERSBURG COLLEGE**

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____