

**FOOD SERVICE VENDOR AGREEMENT
KENT STATE UNIVERSITY AERONAUTICS FAIR**

Vendor Name	
Address	
Contact Person	
Phone	
Email	
Description of Items to be sold:	

In order to provide food service during the Aeronautics Fair, I, VENDOR, agree to the following:

1. VENDOR agrees to provide to the University, upon request, a current copy of the applicable city, county and/or state food license that evidences standing as a licensed food vendor.
2. VENDOR agrees to protect, save, and hold harmless and indemnify Kent State University against any and all costs (including attorney's fees) and liability whatsoever for injury to or death of any person or persons, including, but not limited to, Kent State University ("University") employees, students or visitors, or for loss of or damage to any property, occurring in connection with or in any way incident to this agreement.
3. VENDOR agrees to procure and maintain, during the term of this agreement, the following insurance:
 - a. Workers' Compensation Insurance covering all employees preparing, serving or distributing food products.
 - b. Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence including Kent State University as additionally insured.
 - c. Vehicle Liability Insurance, covering all vehicles, including owned and non-owned vehicles, used to deliver food products to Kent State University.
 - d. Certificates of Insurance evidencing the above insurance must be provided upon execution of this agreement and upon any renewal of this insurance.
4. General Terms
 - a. VENDOR may only sell in the space designated by Kent State University and may only sell items listed in and agreed to in this contract. Any changes to the sell items must be approved by Kent State University.
 - b. All cups, plates, bowls, knives, forks and spoons, napkins, straws, stirrers, packaging etc., must be made of paper, wood or other biodegradable materials.
 - c. Electrical service is provided for this event. Generators will be allowed under approved circumstances only.
 - d. VENDOR must keep their area presentable during the Fair and clean up their area completely before leaving at the end of the Fair. Special attention must be taken to prevent oil stains, spills or dumping.

- e. Failure to comply will result in the loss of the damage deposit. All cooking oils, cardboard boxes and other vending or cooking debris must be carried out for disposal or recycling.
- f. Vending vehicles must have plywood or other solid surface under each wheel.
- g. VENDOR is responsible for compliance with all relevant city and state codes and licenses.
- h. VENDOR agrees to arrive no later than 10:30 a.m. (without special written permission) the day of the Fair and to remove booths and items by 6:00 p.m. No vehicles will be allowed to remain in the park after 11 a.m. except for the vending vehicle or tent.
- i. The University cannot guarantee the weather, the size of the crowd or otherwise assure against potential disaster. Therefore, no refunds will be provided in the event that your organization or business cannot realize its expectations on the day of the Fair. There is no rain date planned since the Fair and event will take place even if it rains.
- j. VENDOR shall not sublet, share or give his or her booth space to anyone else. Non-Profits may not allow their booths to be used by "for profit" vendors.
- k. To the extent permitted by Ohio law, including but not limited to Ohio Revised Code Chapter 2743, Kent State University agrees only to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement. The liability of Kent State University shall be subject in all cases to the immunities and limitations of the Ohio Court of Claims Act codified in Chapter 2743 of the Ohio Revised Code and Ohio Revised Code 9.86, as amended. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

If the University, at its sole discretion, determines that any lessee fails to comply with ALL of the terms set out in this contract, said lessee will be asked to leave the Aeronautics Fair area, and the booth will be removed. Upon acceptance of this Agreement, this document will serve as a contract between the University and VENDOR. Failure to comply with the terms listed above will result in cancellation of your participation in the Aeronautics Fair and forfeiture of your damage deposit and booth fee.

	VENDOR	KENT STATE UNIVERSITY
COMPANY NAME		Kent State University
REPRESENTATIVE (PRINT)		
REPRESENTATIVE SIGNATURE		
DATE		