



Short Term Vending Application/Agreement

COMPLETE AND RETURN NO LATER THAN OCTOBER 22, 2021.

APPLICATIONS WILL NOT BE ACCEPTED AFTER THIS DATE. NO EXCEPTIONS.

Please carefully read and complete this entire form. Your signature on page two of this form indicates that you have read and agree to comply with the terms and conditions presented on this Short Term Vending Application/Agreement.

Business Name: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Scheduled Vending Date(s): \_\_\_\_\_ Time: \_\_\_\_\_

List Merchandise/Services to Be Sold, Distributed or Promoted: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vending of products or services not listed here shall be deemed to be vending without a permit

Please attach a copy of the following relevant documents:

Approved Event Requisition Form is attached \_\_\_\_\_ (when applicable)

(Required for all on campus events)

Terms and Conditions

- ❖ Vendors must comply with the University’s food and beverage contract. All food and beverages sales are done by/for Sodexo Campus Services. For more information on becoming a food or beverage vendor, please contact Sodexo at 936-261-1770.
- ❖ Vendor is responsible for the collection and payment of sales tax to the state of Texas and will indemnify and hold Prairie View A&M University harmless.
- ❖ Vendors **MAY NOT** assign, sublet or resell their share of space allotted. Vending is restricted to your assigned space **ONLY**.
- ❖ Use of Prairie View A&M University’s trademarks, including its name or logos must be licensed with CLC | Learfield Licensing. For licensing, please contact The Office for Marketing and Communications at [PublicRelations@pvamu.edu](mailto:PublicRelations@pvamu.edu) or visit <https://clc.com/home/get-licensed/> . Items that are in the vendor’s possession and not properly licensed may be seized by Prairie View A&M University Police Department. Items that are seized will not be returned to vendor and will be disposed of by the University.
- ❖ Vendors are not allowed to sell or display explicit merchandise (including sexual, drug related or profane materials). Loud music, especially which exhibits profanity and/or vulgar language, will not be permitted. Tobacco, food and alcoholic beverages are not permitted for sale or dissemination of information. Sale of products is not permitted outside of your booth.
- ❖ Vendor is responsible for removal of their trash, spills and residue.

- ❖ In the case of damage of any kind to University property, as a result of the vendor or its employees, the vendor shall pay such amount to restore the University's property to its original condition. Vendor will also indemnify and hold harmless the University, employees, and agents against any liability rising from their vending or from any breach of this permit. Such indemnity shall include, but shall not be limited to, costs arising from any litigation.
- ❖ All set-up material is to be provided by the vendor including tables. Vendors are allowed up to four (4) tables per 10'x10' space. Vendors in and around the Willie A. Tempton Memorial Student Center will be given (1) table and (2) chairs and may add (1) more table themselves if they wish.
- ❖ Vending Permit will be mailed prior to event. **ONLY THREE PASSES PER VENDOR.**
- ❖ The University is not responsible for unforeseen circumstances, or sales, in the event of inclement weather. **NO REFUNDS.**
- ❖ This permit is not considered to be a contract.

**TERMS AND CONDITIONS ARE SUBJECT TO REVISION**

❖ **INDEMNIFICATION**

The vendor hereby releases Prairie View A&M University and its officers, employees, students and agents from any liability for property damage or personal injury to the vendor or its employees, agents, or guests on University property for the purpose of exercising the privileges of this permit. In addition, the vendor agrees to defend, indemnify and hold harmless the University and it's trustees, officers, employees, students and agents from and against any claim, action liability, or costs, including without limitation attorney's fees, related to any act or omission of the vendor or its principals, officers, employees or agents, or other persons admitted to the premises by the vendor, related in any way to the vendor's exercising privileges of this permit.

Applicant represents that it is familiar with and will comply with all applicable laws, regulations and rules applicable to activities it will perform under this permit, including without limitation the most current Prairie View A&M University Short Term Vending Regulations. **Failure to comply with applicable laws, regulations and rules will subject the applicant to termination of current vending privileges, denial of future vending privileges, and such other liabilities and consequences as may be appropriate under the law and University policy.**

Inquiries should be addressed to ATTN: PVAMU – Student Center Operations, P O Box 519 – 700, University Dr., Prairie View, Texas 77446-0519, [student\\_center@pvamu.edu](mailto:student_center@pvamu.edu), (936) 261-1320. For additional information visit [pvamu.edu/msc](http://pvamu.edu/msc).

**I, the undersigned vendor/promoter, have read and agreed to the terms and conditions for participation as a vendor on the Prairie View A&M University premises,**

\_\_\_\_\_  
Vendor Name/Print Name

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

Return complete application by email to [student\\_center@pvamu.edu](mailto:student_center@pvamu.edu) or fax to (936) 261-1329