INDEPENDENT VENDOR AGREEMENT - FOOD KIOSK

This Agreement is made this [month, day, year] by and between the District Board of Trustees, Florida SouthWestern State College, Florida, hereinafter referred to as the “College” and [*insert vendor’s legal name including DBA, if applicable]* hereinafter referred to as “Vendor.”

**RECITALS**

WHEREAS, The College is a State College operated by the State College Board of Trustees under statutory authority and the rules of the State Board of Education with the primary mission and responsibility of responding to community needs for the post-secondary academic education and technical degree education;

WHEREAS, Vendor's business provides desirable concessionary food items at local events utilizing a self-contained concession stand and has held a business license with the State of Florida since **[ *insert date*]** and has filed an annual financial report with the Florida Department of Revenue for each year of operations;

WHEREAS, the College desires to utilize the services of the Vendor, as an independent contractor, as described in section 1; and

WHEREAS, Vendor desires to so render such services according to the terms and conditions set forth in the Agreement.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

1. The College hereby contracts with Vendor, and the College and Vendor hereby agree that the Vendor shall provide **[*please provide information here describing services that consultant will provide: who, what, where, when and how*]**
2. Vendor and any persons employed by the Vendor for the performance of work hereunder shall be independent contractors and not agents of the College. Any provisions in this Agreement that may appear to give the College the right to direct the Vendor as to details of doing work or to exercise a measure of control over the work mean that the Vendor shall follow the direction of the College as to end results of the work or services only.
3. Vendor will provide a **\_\_\_**% commission to College as payment for vendor space. Commission will be computed as gross sales minus taxes. Gross sales will be provided by Vendor at time of commission payment. It is acceptable for gross sales totals will be provided in good faith by Vendor without need for sales receipts.
4. Vendor will pay all sales taxes.
5. Vendor will maintain sales stand in a way that meets all health code statutes. Any violations or fines will be the sole responsibility of the Vendor.
6. Vendor will ensure that sales stand remains serviceable. Should sales stand need repairs, servicing, cleaning, or any other operational needs, these will be the sole responsibility of the Vendor.
7. College is not responsible for any damages to Vendor property.
8. Vendor may not expand product line outside of items stated herein without 30 days prior notice to Auxiliary Services. Any product lines found to be in direct competition to those provided by College concessions will not be accepted. Likewise, College will not allow competition from other vendors within the Arena providing like product lines of Vendor.
9. Non-assignability: Any deviation from above stated terms will require a new agreement to be signed by both parties. Agreement is only applicable between above stated parties. The Vendor is expressly prohibited from subletting or assigning any services included in this agreement without written permission of the College.

10. Indemnification: The Vendor agrees to indemnify, defend, hold harmless the College from and against any and all claims, losses, damage, and injuries to persons or property as a result of an act or omission of the Vendor or as a result of Vendor’s operations or Vendor’s goods or services sold.

11. Insurance: The College and its Board of Trustees, officers, employees, agents, and volunteers shall be included as an Additional Insured using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage. The College shall be listed as an Additional Insured on the Vendor’s General Liability insurance policy in the following way:

District Board of Trustees, Florida SouthWestern State College, Florida, its trustees, employees, officers, and volunteers

Attn: Risk Manager

8099 College Parkway

Fort Myers, FL 33919

The Vendor’s insurance coverage shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs available to the College. The Vendor must maintain not less than $1,000,000 per occurrence bodily injury and property damage and $2,000,000 general aggregate in Commercial General Liability insurance coverage which also includes not less than $2,000,000 Products/Completed Operations aggregate; Workers’ Compensation statutory limits

**TERMS OF SERVICE:** Vendor may operate at any time in support of events held within the Arena. There will be no need for notice of participation or non-participation in support of events.

**TERM AND TERMINATION**: This agreement will remain in effect one year from the date it is fully executed by both parties until or unless either party requests termination. If both parties desire to extend the agreement beyond one year from commencement, a new agreement must be signed. Termination of agreement must be provided in writing no less than five (5) days prior to termination by Vendor. Termination of agreement will be provided in writing no less than 30 days prior to termination by FSW Auxiliary Services. Upon termination, Vendor has 30 days to remove sales stand from premises. Failure to do so will result in discarding of sales stand.

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Dr Gina Doeble, CPA Date

Sr VP/Chief Operating Officer

REP PRINTED NAME AND TITLE Date

Vendor

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REP SIGNATURE