



HOMECOMING VENDOR APPLICATION

October 8-15, 2017

ecs.u.edu/homecoming2017

August 3, 2017

Dear Business or Organization:

Elizabeth City State University is celebrating its annual Homecoming on October 8-15, 2017! Each year, ECSU's Homecoming events draw thousands of people including alumni, families, and friends to campus, creating an exceptional marketplace for vendors.

We are anticipating a high level of vending with this year's homecoming celebration and invite you to apply to become an approved vendor. We have provided a 2017 Homecoming Vendor Packet. The packet includes an application, registration information and other relevant documents. Completed applications, forms and accompanying fees must be returned on or before **October 5, 2017**.

To reserve a space or if you have questions about being a vendor at the **homecoming football game (ECSU vs Lincoln Univ.) on Saturday, October 14th**, please contact The Department of Athletics, Richard Harfst at rharfst@ecsu.edu or (252) 339-3411 or (252) 335-3891.

We look forward to your participation in this year's special celebration.

With Viking Pride,

ECSU Homecoming Committee

HOMECOMING VENDOR OPPORTUNITIES							
DATE	EVENT/LOCATION	SET-UP TIME	OPERATING HOURS	SHUTDOWN TIME	SPACE	FEE	VENDOR TYPE
10/14	Event: Football Game <i>Location: Roebuck Stadium</i>	7am	12-4pm	5pm	20x20ft	\$250	Products: YES Food: YES

EVENT INFORMATION

FOOTBALL GAME:

- ✓ A vendor permit will admit two (2) persons into the stadium area. Any additional people accompanying vendor must purchase a ticket to gain admission.
- ✓ There will be no on-site vendor registration for this event.
- ✓ *The game will be held rain or shine, so please plan accordingly.*

EVENT INFORMATION (cont.)

1. There will be a limited number of vendor spaces available. Therefore, the university encourages interested vendors to apply for permits on or before the deadline of **October 5, 2016**. All approved vendors will be issued a vendor permit that must be readily displayed at the vendor's assigned space throughout the course of the entire event. The vendor registration fee is for a vendor space at a homecoming event(s) and does not include any set-up materials or equipment (i.e. tables, chairs, tents, etc.). Vendors are responsible for providing all set-up materials and/or equipment as needed for an assigned space. Please see General Information section above for admission criteria and other general information on specific events.
2. On the date of an event, approved vendors must produce a valid form of identification (i.e. driver's license, state issued identification card, etc.) along with a copy of valid business licensure.
3. For events open to food vendors, vendors must obtain a permit from the Elizabeth City Environmental Health Services Office, 252-338-4490, in order to sell food/concessions at the event.
4. Vendors will not be allowed to sell counterfeit products at any event. Counterfeit products refers to items that are either imitations of genuine products or items made without permission of a trademark owner such as but not limited to: items with logos, jewelry, purses, shoes and other articles of clothing. **NOTICE: VENDOR ITEMS SHALL BE SUBJECT TO INSPECTION BY OFFICIAL LICENSING AND STATE AGENTS DURING ALL EVENTS AND COUNTERFEIT ITEMS SHALL BE SUBJECT TO CONFISCATION.**
5. **Vendors are prohibited from selling products with Elizabeth City State University, ECSU, Vikings, ECSU Vikings name and/or logo unless the university grants advance written permission. To request permission to sell Elizabeth City State University related items, please visit the Learfield Licensing at www.learfieldlicensing.com or call (317) 829-5690 or ECSU Communications and Marketing at (252) 335-3103.**
6. Vendors are prohibited from playing music within vendor space unless the university grants advance written approval.

7. Vendor spaces will be assigned in advance of an event. Once assigned, vendors are prohibited from trading spaces with other homecoming vendors.
8. Other than the football game, the time and location of scheduled events is subject to change. Changes in time and/or location will be communicated to vendors as soon as reasonably possible. The football game is scheduled as a rain or shine event and vendors should plan accordingly for the possibility of inclement weather.
9. Vendors must pay all applicable fees by money order, cashier's check or credit card. Payments will not be accepted by cash or personal checks.
10. Vendors who fail to comply with all university requirements will be closed down and immediately ejected from the event by security escort. Refunds will not be issued to vendors who are closed down by the university for non-compliance.
11. **Pre-Registration/Check-in:** Upon arrival and prior to set-up, all pre-registered vendors must check-in at the registration area which will be located at each event site. At check-in, pre-registered vendors will be required to present a valid form of identification; will receive a space assignment and any other relevant information.
12. **On-site Registration/Check-in: There will be no on-site vendor registration offered for the homecoming football game.** On-site vendor registration may be offered at other homecoming events if space is available after pre-registration. There is no guarantee that on-site vendor registration will be offered. If on-site vendor registration is offered, there will be a limited number of vendor spaces available and all vending requirements shall apply.

13. When submitting your packet, be sure to have completed the following:

- A copy of each page. Each page must be initialed and dated.
- Completed and signed Vendor Registration Application
- Signed Vendor Agreement
- Copy of valid business or vendor's license, if applicable
- Copy of official Food Sanitation Certification (Food Vendors)
- Certified cashier's check or money order in the amount of your fee
- Copy of the Permit issued by the Elizabeth City Environmental Health Services Office (Food Vendors)

For more information or questions, contact: Richard Harst, Department of Athletics, rharfst@ecu.edu (252) 916-3025 or (252) 335-3891.

ECSU HOMECOMING 2017 VENDOR APPLICATION

Please type or print legibly and complete this form in its entirety.

Name of Business/Organization: _____

Contact Person: _____

Business Phone: _____ Cell Phone: _____

Email: _____

Address: _____

Type of Business/Organization (Briefly describe the products/services that you will be selling or offering):

If you have a business license and/or Sanitation Grade Certification (recent), please provide a copy with the return of your Registration Packet.

PAYMENT INFORMATION

Please enter the amount and method of payment payable to: **Elizabeth City State University.**

Reference: Homecoming Vendor

Amount Enclosed: \$ _____

Money Order **Certified Check** **Credit Card:** Card Type: _____

Card #: _____ Expiration: _____

Please return the APPLICATION, PAYMENT FORM AND PAYMENT to:

Elizabeth City State University
2017 Homecoming Vendor
Department of Athletics
1704 Weeksville Road
Elizabeth City, NC 27909

ECSU HOMECOMING VENDOR LICENSE AGREEMENT

THIS VENDOR LICENSE AGREEMENT is made and entered into between ELIZABETH CITY STATE UNIVERSITY, a constituent institution of the University of North Carolina, on behalf of its Homecoming Committee (hereinafter referred to as "ECSU") and

_____, (hereinafter referred to as "Vendor") with a business address of: _____.

RECITALS:

Whereas, ECSU will have vendor spaces available for use during certain 2017 homecoming events; and
Whereas, Vendor desires to utilize a vendor space(s) for purposes set forth herein;
NOW, THEREFORE, in consideration of the mutual promises and agreements of the parties, it is agreed as follows:

1. **License.** ECSU hereby grants permission to Vendor to use an assigned vending space at the designated homecoming event(s) as set forth in Vendor's application which is incorporated herein by reference:
2. **Term of Agreement.** Vendor shall be permitted to use an assigned vending space during the following event(s): Football Game

Time shall be of the essence with this license agreement and the time granted shall not be extended after conclusion of the event.

3. **Fee.** Vendor shall pay a **non-refundable** fee to hold and utilize the vending space according the following fee schedule:
 - a. Football Game \$250
4. **Supervision of Vending Space.** Vendor agrees to supervise and to be responsible for all of its vending activities associated with this agreement. ECSU does not relinquish the right to control management of the facility or outdoor spaces where vending space is assigned. ECSU reserves the right to immediately eject any objectionable person(s) from the facility. Vendor's activities under this agreement shall be limited to solely to vending.
5. **Damages.** If any parts of ECSU's buildings or grounds are damaged by an act or omission of Vendor, Vendor's agent(s) during the term of this license agreement, Vendor shall pay ECSU, upon demand, such sums as shall be necessary to restore, repair or replace the damages. Vendor hereby assumes full responsibility for the character, acts and conduct of its employee(s) and/or agent(s).

VENDOR LICENSE AGREEMENT (CONT.)

- 6. **Applicable Laws.** Vendor agrees to comply with all ECSU policies, procedures, local ordinances and State and federal laws applicable to use of the space. Vendor also agrees not to unlawfully discriminate against any individual(s) on the basis of race, creed, color, sex, religion, age, disability or national origin and to comply with all anti-discriminatory laws and policies to which the university is subject.
- 7. **Alteration, Decorations and Damage.** Vendor shall not damage or in any way deface the facility or grounds associated with the assigned vending space.
- 8. **Equipment.** ECSU shall provide the vending space only. Vendor shall provide all equipment and other materials as be needed for vending.
- 9. **Additional Users.** Vendor understands and agrees that homecoming event(s) will be underway with multiple vendors. Vendor shall conduct its vending activities so as not to interfere with homecoming event(s) or other vendors.
- 10. **Violations.** If, at any time during the term of this license agreement, Licensee violates applicable policies, procedures, local ordinances, State or federal laws, or terms and conditions of this license agreement, Vendor shall cease and desist from the prohibited use or surrender the space upon ECSU’s demand.
- 11. **Indemnification.** Vendor agrees to hold ECSU and its Board of Trustees harmless from any claim(s), suit(s) or legal proceeding(s) that may arise as a result of Vendor’s use of the vending space, including indemnifying ECSU for reasonable expenses incurred in defending any such claim(s).
- 12. **Non-Assignment.** Vendor shall not assign or transfer this vendor agreement to third parties.
- 13. **Alcohol Use Prohibited.** Vendor is prohibited from dispensing, using or consuming alcoholic beverages while utilizing ECSU’s vending space.
- 14. **Termination.**
 - a. By Notice
 - b. For Breach ECSU or Vendor may terminate this agreement by giving the other party written notice at least two business days prior to the scheduled event.
- 15. **Food.** Unless approved as a food vendor, Vendor is prohibited from selling food items during the event.
- 16. **Entire Agreement.** This agreement replaces all prior written and oral agreements and incorporates all the terms and conditions agreed upon by the parties. There shall be no modifications, variations or amendments except in writing and signed by the parties of this agreement

In Witness Whereof, the parties have executed this agreement as of the dates indicated below. **This agreement shall not become effective until executed by ECSU.**

ELIZABETH CITY STATE UNIVERSITY

By: _____

Title: _____

Date: _____

VENDOR

Name of Business / Organization (print)

Authorized Contact Person (print)

Signature

Date

