



VENDOR AGREEMENT

THE CERTIFICATE OF INSURANCE MUST ACCOMPANY THIS SIGNED AGREEMENT

This Agreement is entered into between Lewis-Clark State College, herein referred to as "LC State," and _____, hereinafter referred to as the "Vendor," located at _____.

1. **Scope of Service.** LC State agrees to allow Vendor to perform the following services on LC State campus:
2. **Effective Date and Duration.** The term of this Agreement shall commence on the execution of the Agreement by both parties and conclude on the Event end date. Vendor shall commence performance only upon receipt of a signed and fully executed Agreement from LC State.
3. **Fee, if applicable.** Vendor agrees to pay LC State _____ (the "Fee"). The Fee will be paid prior to the commencement date. Any extension of the Term may require the payment of additional Fees.
4. **Relationship of the Parties.** The parties agree Vendor is an independent contractor and not an employee of LC State for purposes of this Agreement. The parties agree Vendor is not subject to the supervision and control of LC State, nor is Vendor carrying out the regular business of LC State. Each of the parties will be solely and entirely responsible for its own acts and/or the acts of its employees or agents. No benefits provided by LC State to its employees, including unemployment and workers' compensation insurance, will be provided to Vendor or Vendor's employees. Vendor will maintain any applicable workers' compensation insurance as required by law and will provide a certificate of same if requested.
5. **Insurance.** Vendor shall maintain for the duration of the Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Vendor.
 - a. **Primary Insurance.** Vendor's insurance coverage shall be primary insurance as respect to LC State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by LC State shall be excess of Vendor's insurance and shall not contribute with it.
 - b. **Insurance Requirements.**
 - i. **Commercial General Liability.** Vendor shall maintain throughout the term of the agreement Commercial General Liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ii. **Automobile Insurance.** If the use of personal or company vehicles are included in the scope of the contracted purpose on LC State campus, then auto liability

coverage with limits of not less than \$1,000,000 for each accident are required.

- iii. Workers' Compensation insurance as required by the State of Idaho, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - c. Additional Insured Status. The State of Idaho, Lewis-Clark State College, 500 8th Ave., Lewiston, ID 83501, shall be added as additional insured via endorsement to Vendor's policy.
 - d. Certificates of Insurance. Insurance is to be placed with an insurer with a Best's rating of no less than A-. All certificates and endorsements are to be received by LC State prior to the provision of a service or purchase of a product. LC State reserves the right to require complete copies of insurance policies at all times.
6. Indemnification. Vendor agrees to defend, indemnify, and hold LC State harmless from any and all losses and claims that may result to LC State because of the activity of Vendor or Vendors agents and/or employees.
 7. Sales Tax. Vendor shall be responsible for the collection and payment of all applicable sales tax.
 8. Food/Beverage Terms. If the scope of service includes distribution of food or beverages, the following terms apply.
 - a. No Alcohol. Vendor agrees that alcoholic beverages shall **NOT** be sold, served, or consumed on LC State property.
 - b. Pepsi Beverage Agreement. LC State has an exclusive beverage agreement with Pepsi. All soda, juice, water, sports drinks, and other packaged liquid products sold on campus shall be Pepsi branded products.
 - c. Compliance With Law - Health Code & Permits. Vendor shall comply with all federal, state, and local laws, including but not limited to, health codes or requirements for furnishing food or beverages and the operation of a food and beverage catering business. Vendor shall obtain and maintain all required licenses and permits as required by law. Vendor shall provide proof of such permits as requested by LC State. Vendor agrees to comply with any and all applicable LC State Policies. The North Central District Environment Health Agency—Idaho State Health Department is located at 215 10th St., Lewiston, ID 83501, 208-799-3100. Forms are available online at www.idahopublichealth.com.
 - d. Fire Department. Vendors must comply with all regulations of the State of Idaho Fire Marshal and the Lewiston Fire Department. The current contact for the Idaho State Fire Marshal's office is Josh Masterson, 208-334-4370. For more information on City requirements, contact the Lewiston Fire Department—Fire Prevention Division, 1245 Idaho St., Lewiston, ID 83501, 208-743-3554. Fire Regulations for Festival Cooking are available online at: www.cityoflewiston.org.
 9. Space. LC State reserves the right to select all space and locations for the Vendor at its discretion. Trucks, booths, and any attachments, stairs, platforms, etc., must stay within the designated area. All aisles and walkways must be kept clear of any obstacles.
 10. Garbage. Vendors must comply with proper disposal procedures. Vendors are required to keep their area clean and free of unsightly garbage during the event. All vendor trash must be removed from booth space prior to departure. There is to be NO DUMPING/DISPOSAL of coals/ashes, grease, or grey water on campus.
 11. Non-discrimination. Vendor agrees that no part of this Agreement shall be performed in a manner which illegally discriminates against any person on the basis of race, sex, color, national origin, religion, age, mental or physical disability, or any other protected class.
 12. Modification. This Agreement contains the entire agreement between the parties and no statements,

promises, or inducements made by either party, or agents of either party, that are not contained in this Agreement are valid or binding. This Agreement may not be enlarged, modified, or altered except by physical or electronic written amendment by the parties.

13. Termination.

- a. This Agreement may be terminated at any time upon written mutual consent of the parties.
- b. LC State may terminate this Agreement with prior written notice if it determines a cancellation is in the best interest of public health or because any public health situation or government order, guideline, or action related to public health makes performance of the Agreement impossible, reasonably impracticable, or frustrates the purpose of the Agreement.
- c. LC State may terminate this agreement at any time if Vendor violates any applicable laws or regulations, including LC State Policy or health requirements.

14. Force Majeure. Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

15. Assignment, Transfer, and Subcontracting. This Agreement is personal to the vendor and may not be assigned, transferred, or subcontracted without prior written consent by LC State.

16. Notice. All notices relating to this Agreement will be in writing and submitted to the signatory below.

17. Venue. This Agreement will be interpreted according to the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in state district court in Nez Perce County, Idaho.

18. Severability. If any part of this Agreement is held to be illegal, void, or in conflict with any Idaho law, the remainder of this Agreement remains operative and binding.

By signing below, I acknowledge that I have read and understood the above requirements and agree to the stated terms.

Lewis-Clark State College:

Vendor:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREEMENT INVALID UNLESS SIGNED BY ALL REQUIRED PARTIES