



## SAINT AUGUSTINE'S UNIVERSITY

*Transform. Excel. Lead.*

### Department of Athletics

**THIS VENDOR AGREEMENT** is made and entered into between the SAINT AUGUSTINE'S UNIVERSITY on behalf of the **Department of Athletics** (hereinafter referred to as "SAU Athletics") and **BB's Tropical Treats** (hereinafter referred to as "Vendor") with a business address of: 202 NC Hwy 305 Aulander, NC 27805, P.O. Box 789

### Rules and Regulations:

- 1. License:** SAU Athletics hereby grants permission to Vendor to use an assigned vending space at the designated location as set forth in Vendor's application which is incorporated herein by reference:
- 2. Terms of Agreement:** Vendor shall be permitted to use a vending space during the days that Home Football Games are in session. **Fee:** Vendor shall pay a non-refundable fee to hold and utilize the vending space according to availability. Vending will be restricted to the George Williams Athletic Complex area.
- 3. Supervision of Vending Space:** Vendor agrees to supervise and to be responsible for all its vending activities associated with this agreement.
- 4. Damages:** If any part of SAU Athletics buildings or grounds are damaged by an act or omission of Vendor or Vendor's agent(s) during the term of this agreement, Vendor shall pay, upon demand, such sums as shall be necessary to restore, repair, or replace the damages.
- 5. Applicable Laws:** Vendor agrees to comply with all SAU Athletics 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.
- 6. Equipment:** SAU Athletics shall provide the vending space only. Vendor shall provide all equipment and other materials as needed for vending.
- 7. 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 or desist from the prohibited use or surrender the space upon SAU Athletics demand without refund.
- 8. Alcohol Use Prohibited:** Vendor is prohibited from dispensing, using or consuming alcoholic beverages while utilizing SAU Athletics vending space and/or property.
- 9. Merchandise:** Unless approved as a merchandise vendor, vendor is prohibited from selling items of this nature.

SAINT AUGUSTINE’S UNIVERSITY

VENDOR

BY: Donald Pearsall

\_\_\_\_\_

TITLE: Associate Vice President

Authorized Vendor Contact Print

DATE: October 7, 2022

Vendor’s Signature Date

\_\_\_\_\_, will operate as a **non-food vendor** on the following dates:

**DATES:**  
**Saturday, October 15, 2022 (Homecoming Game)**

**FEE (Non-Refundable)**  
**\$500.00**

LOCATION	SET-UP TIME	OPERATING HOURS	CLOSING TIME	VENDOR TYPE (Non-Food Only)

Please enter the amount and method of payment. Remit payment to:

Saint Augustine’s University (Please write in memo section - **Homecoming Non-Food Vend Fee**)

**Amount Enclosed/Paid:** \_\_\_\_\_

Credit Card       Money Order       Cash      Personal Checks Will Not Be Accepted

**PLEASE RETURN AGREEMENT, SIGNED AND COMPLETELY FILLED OUT, ALONG WITH A CERTIFICATE OF INSURANCE TO:**

Donald Pearsall, MBA/Associate Vice President  
Facility Services, Construction, and Risk Management  
1315 Oakwood Avenue/Basement of Hunter Building  
Raleigh, NC 27604  
[DPearsall@st-aug.edu](mailto:DPearsall@st-aug.edu)  
919.798.4971