



Office of Alumni Relations

Greetings!

Shaw University is pleased to extend an invitation to you to participate in the Vendor Village during Homecoming 2023. Vendor Village will be open for vendors on Thursday, October 5th, 2023, and Friday, October 6th, 2023, from 11:00 a.m. – 8:00 p.m. Vendors must commit to staying in the entire reserved time slot to prevent event traffic and parking issues.

Please review the enclosed information for vendor participation:

- Vendor Application
- Vendor Guidelines and Terms of Agreement
- Certificate of Insurance (attach copy to application/Shaw University must be listed as additional insured)

Once you have read and completed all forms, please return them no later than September 22nd, 2023. There will be a \$25 late fee applied for all applications being received after September 22nd, 2023. After your vendor application has been processed, we will send additional details relating to homecoming activities.

We look forward to you joining us as we welcome the community, alumni, students, and business leaders to Shaw University.

If you have any questions or need any additional information, please feel free to contact me at alicia.bynum@shawu.edu or 919-546-8562.

With Bear Pride,

Alicia Bynum
Development Associate



Office of Alumni Relations

2023 Homecoming Vendor Village Application

Name of Company: _____

Name & Title of Contact Person: _____

License (Tax ID Number): _____

Street Address: _____

City/State/Zip: _____

Telephone: _____ (Other) Phone: _____

Email: _____

Website: _____

*Certificate of Insurance (attach to application): Shaw University must be listed as Additional Insured

Are you a Shaw University Alumnus/Alumna Yes No? If yes, Class Year: _____

Vendor Fee: \$250 per booth (Thursday-Friday)

Vendor Fee: \$200 per booth (Friday only)

Booth Fee: \$175 (Thursday-Friday)

Booth Fee: \$150 (Friday only)

Enclosed: Cashier's Check _____ Money Order _____

Payment can also be submitted online at [Vendor Village - Shaw U Homecoming 2023](#)

*****Booth includes 1 6Ft table and 2 Chairs**

DETAILED DESCRIPTION OF ITEMS TO BE OFFERED FOR SALE (No Vendor will be authorized to sell Shaw University official merchandise):

VENDOR GUIDELINES

1. The vendor reserves, through Shaw University, vendor space for the purpose of displaying, promoting, and selling services and/or products.
2. The vendors set-up will include (1) 6' rectangle table and (2) chairs.
3. Vendors are allowed to set up between 7:30 a.m.-10:00a.m. only (NO EXCEPTIONS).
4. Vendors are not permitted to sell any Shaw University merchandise.
5. Shaw University will assign vendors their space. Vendors will be responsible for keeping their area(s) clean during the event, as well as cleaning up thoroughly before leaving.
6. Vendors MAY NOT assign, sublet, or apportion any of the space contracted to any other individual or organization without written permission of the Vendor Coordinator.
7. Vendors will be allowed to park in designated parking locations on campus.
8. Vendors are required to occupy ONLY the area they were assigned.
9. Sound devices or any noise making machines must be conducted or arranged so that noise will not result in disturbing adjacent vendors.
10. All vendors must supply their own equipment for payment processing.
11. Vendor must obtain all permits and licenses required by state and county laws, and must pay all federal, state, and county taxes. Proof of such license and permits is required. Any violation of Wake County, City of Raleigh, or North Carolina State laws is subject to permit revocation and/or fines.
12. If an act of God, war, fire, strike, or any outside cause prevents Shaw University's Vendor Village from being held, Shaw University may retain a portion of the Vendor's rental fee of 50% required to compensate Shaw University for expenses incurred up to the time such contingency shall have occurred.

TERMS

In consideration of the mutual covenants and conditions contained herein. The University and the Vendor hereby agree as follows:

- 1. Hold Harmless.** The Vendor shall fully defend, indemnify, and hold harmless the University from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, an acts, omissions, negligence, or willful misconduct on the part of the Vendor, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to the University for all legal fees, expenses, and costs incurred by it.
- 2. Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
4. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
5. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.
6. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
7. **Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under North Carolina law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under North Carolina law.
8. **Applicable Law.** This Agreement shall be governed exclusively by the laws of North Carolina, without regard to conflict of law provisions.
9. **Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of North Carolina. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

Acceptance of Terms and Fees:

I have read and agree to adhere to the guidelines as outlined regarding vendors for Shaw University Vendor Village during the 2023 homecoming celebration. I understand that all guidelines and terms become part of the contract between Shaw University and vendor. Guidelines have been formulated in the best interest of all concerned. All issues not covered will be decided by Shaw University and vendor.

Company Name: _____

(Please print)

Owner Name: _____

(Please print)

Owner Signature: _____

Signature

Date

Application Return Checklist

- Completed Vendor Application
- Signed Page of Vendor Guidelines and Terms of Agreement
- Certificate of Insurance (Shaw University must be listed as Additional Insured)
- Vendor Fee: **(Complete Online or Make Cashier Checks/Money Orders Payable to: Shaw University and write "Homecoming Vendor Village" on memo line)**

Mail or email above vendor materials to:

Alicia Bynum
Shaw University
Office of Institutional Advancement 118
E. South St. | Raleigh, NC 27601
919-546-8562 | alicia.bynum@shawu.edu

Note: Deadline to submit the above items to Shaw University is September 22nd, 2023