

## ETSU Food Vendor Statement of Responsibility and University/Hosting Organization Release

### Section A: To Be Completed by the Hosting Organization at ETSU

**Name of Food Vendor:** \_\_\_\_\_

**Name of Event:** \_\_\_\_\_ **Date of Event:** \_\_\_\_\_

**Location Reserved:** \_\_\_\_\_ **Time of Event:** \_\_\_\_\_ **to** \_\_\_\_\_

The purpose of this statement is to clarify the responsibilities of the Vendor in working with University officials and the host organization during the above listed event.

The Vendor assumes sole and complete responsibility for the safety of the products the Vendor distributes to consumers while on the University campus. It is the responsibility of the Vendor to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident hereto, and otherwise protect and hold East Tennessee State University (ETSU) harmless from any and all liability related to services rendered at the above listed event. A copy of the Vendor's current business license, qualified health inspection, and insurance will be required prior to any event.

The Vendor acknowledges that ETSU is a smoke-free campus and the use or consumption of alcohol, illegal drugs or tobacco products on University property is prohibited. Legal sanctions may result for noncompliance. Any Vendor noticeably under the influence of intoxicating beverages, narcotics or other drugs may be asked to leave campus.

The Vendor assures that it will not discriminate in the performance of service at the above listed event on the grounds of race, creed, color, sex, religion, age, national origin, disabilities or veteran status.

The Vendor agrees to comply with all University policies regarding the use of space, and understands that University officials and/or the hosting organization have authority to ask the Vendor to leave campus at any time. A representative of the group hosting the event should be present at the event or with the Vendor at all times. If/when representatives of the hosting group are no longer available to accompany the Vendor, the Vendor must exit campus. Vendor agrees to be responsible for all damage to ETSU property caused by the Vendor.

It is the responsibility of the Vendor in conjunction with the hosting group to properly dispose of all garbage following the event. Arrangements should be made in advance with the hosting group for Vendor placement, parking, and access to power, lighting, bathroom facilities, trash receptacles or any other specific needs throughout the duration of the event.

Vendor placement must not obstruct sidewalks, building entrances, fire hydrants, or ADA access to crosswalks. In the event that a Vendor is permitted to set up on a campus roadway, adequate space for Emergency Vehicle access must be maintained at all times. Vendors must be available at all times and prepared to move in the event of an emergency.

ETSU does not accept any responsibility for the supervision, direction, or control of the services of the Vendor, or the manner, means and/or details by which the Vendor carries out their service at the above listed event. It is understood that the Vendor signs this agreement in the capacity of an independent contractor and not as an employee of ETSU.

### Agreed and Accepted:

By: \_\_\_\_\_ (Printed Name of Authorized Vendor Representative)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_