

**Xavier University  
Standard XU – Vendor Agreement**

This Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_,  
2\_\_\_\_\_, by and between Xavier University (“Xavier”) and  
\_\_\_\_\_ (“Vendor”).

WHEREAS, Vendor owns and operates, lawfully controls the use of, or lawfully uses, the Location described below; and

WHEREAS, Vendor offers and Xavier desires to use certain goods and/or services at the Location described below; and

WHEREAS, Vendor agrees to make the goods and/or services at the Location available to Xavier and the Participants (defined below) at the date(s) and time(s) and for the purposes referenced below; and

WHEREAS, Vendor and Xavier agree to the terms and conditions hereafter stated:

NOW, THEREFORE,

1. LOCATION: Vendor certifies that it owns and operates, lawfully controls the use of, or lawfully uses the following location (the “Location”): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. USE OF THE LOCATION: Xavier’s use of the Location will be by students, faculty and/or staff of Xavier and their guests (“Participants”) and is limited to the following date(s), time(s), access and use(s), and in conjunction with the following goods and/or services (the “Use of the Location”):

Date(s) of use: \_\_\_\_\_

Event start time: \_\_\_\_\_

Event end time: \_\_\_\_\_

Xavier department/organization: \_\_\_\_\_

Purposes of use: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Goods and/or services to be provided by Vendor (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. FEE FOR USE: Xavier agrees to pay Vendor \$\_\_\_\_\_ as a fee for the Use of the Location (the "Fee"), as follows (CHECK ONE):

- The entire Fee of \$\_\_\_\_\_ is due on \_\_\_\_\_.
- A deposit in the amount of \$\_\_\_\_\_ is due on \_\_\_\_\_. The remaining portion of the Fee (\$\_\_\_\_\_) is due on \_\_\_\_\_.
- Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. SAFETY: Vendor shall be responsible for ensuring the Location is safe for the Use of the Location by the Participants, and operated in compliance with all applicable laws, rules and regulations of all governmental agencies and safety organizations. Vendor shall be responsible for providing Participants with any safety instruction and/or other instruction appropriate or necessary for Use of the Location.

5. VIDEO RECORDING, AUDIO RECORDING, AND PHOTOGRAPHY: If Vendor intends to do any video recording, audio recording, or photography in connection with the Participants' Use of the Location, Vendor agrees to have the attached Release executed by any Participant whose image or voice is captured on the video recording, audio recording, or photograph.

- Vendor must check this box and use the attached Release if it intends to do any video recording, audio recording, or photography in connection with Xavier's Use of the Location.

6. USE OF UNIVERSITY NAME AND MARKS: Vendor shall not use the Xavier name or marks in such a manner as would indicate or suggest endorsement of Vendor's business, Location, or goods and/or services, without Xavier's prior written consent.

7. WAIVERS: Vendor and Xavier acknowledge that Xavier may, at Xavier's sole discretion, have Participants execute a liability waiver in advance of such

participation, which will apply only to Xavier. Vendor acknowledges that it is free to require its own liability waivers in its sole discretion.

8. **LIMITATION ON LIABILITY:** Vendor acknowledges and agrees that Xavier's liability, if any, with respect to the terms of this Agreement and/or the Use of the Location shall not exceed the amount of the Fee described in paragraph 3, and Xavier shall not be liable for any damage caused to Vendor or Vendor's property by any Participant.
9. **INSURANCE REQUIRED:** At all times during the Use of the Location, Vendor shall have a policy of comprehensive liability insurance, including general liability and property damage covering all risks to Xavier and Participants, written by a company licensed to do business in the state where the Location exists, covering the Use contemplated by this agreement in the amount of \$1 million or more. Vendor agrees that the insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against Xavier. The requirements of this paragraph 9 may only be waived or amended with written consent of the Xavier Office of Risk Management.
10. **FORCE MAJEURE:** If the Location is rendered unsuitable for Xavier's Use of the Location by reason of force majeure, Xavier and Vendor are released from their obligations under this Agreement. Force majeure shall mean fire, interruption in utilities, earthquake, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, determination by Xavier to close the campus and thus cancel the activity governed by this Agreement for any reason, including weather and holidays, or any other cause like or unlike any cause mentioned which is beyond Xavier's control.
11. **TERMINATION:** Xavier may cancel this Agreement and its Use of the Location at any time in its sole discretion by giving written notice to Vendor. If Xavier's notice of cancellation is received by Vendor at least ten days prior to the first date of use shown in paragraph 2, no Fee described in paragraph 3 shall be due and Vendor agrees to refund to Xavier any deposit on any Fee. If Xavier terminates this Agreement because Vendor has violated the terms of this Agreement, no Fee described in paragraph 3 or charge of any kind shall be due and any deposit on any Fee shall be returned by Vendor to Xavier, regardless of when Vendor receives Xavier's notice of cancellation.
12. **DEFINITIONS:** "Xavier" means Xavier University, all past and present directors, trustees, officers, employees, agents, insurers, attorneys, and any other party associated with Xavier University, including but not limited to

any Xavier University employees that were involved in facilitating this Agreement and Xavier's Use of the Location. "Vendor" is defined on the first page hereof and the obligations of Vendor described herein shall also be binding upon all past and present members, directors, trustees, officers, employees, individuals, agents, insurers, and attorneys of Vendor, and any other party associated with Vendor.

13. **WHOLE AGREEMENT:** This Agreement constitutes the entire agreement of Xavier and Vendor and there are no other promises, obligations or understandings between the parties that are not contained within this Agreement, unless otherwise indicated herein, and this Agreement shall supersede any understanding contrary to its terms. The terms of this Agreement may not be modified other than in writing signed by both Xavier and Vendor.

14. **NO ASSIGNABILITY:** Vendor shall not assign this Agreement without Xavier's prior written consent.

15. **ENFORCEMENT:** This Agreement shall be construed in accordance with the laws of the State of Ohio. Should any portion of this Agreement be held invalid, the remaining portion shall not be affected and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, Xavier and Vendor have executed this Agreement as of the date first written above.

FOR XAVIER:

\*Signed: \_\_\_\_\_  
\*Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Xavier University  
3800 Victory Parkway  
Cincinnati, OH 45207

FOR VENDOR:

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Vendor Name and Full Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Note: This Agreement is only valid if signed by an authorized agent of Xavier University.