

**LIMITED PREMISES USE AND ACCESS LICENSE
BY AND BETWEEN VANDERBILT UNIVERSITY
AND VENDOR**

This Limited Premises Use and Access License (“License”), is granted by Vanderbilt University, a Tennessee nonprofit tax-exempt educational institution (“Vanderbilt”) and: _____ (“Vendor”), under the terms and conditions set forth herein. Vendor understands and acknowledges that this License is strictly limited in scope and duration and may be terminated by Vanderbilt at any time and for any reason, at Vanderbilt’s sole discretion, upon notice to Vendor. Although there is no charge to Vendor by Vanderbilt for this License, this License is solely granted subject to Vendor’s full compliance with the Terms and Conditions set forth in this document. Upon termination, Vendor agrees it must immediately vacate the property of Vanderbilt without delay.

SPECIFIC INFORMATION FOR PREMISES USE AND ACCESS

Date(s)(from one date up to a maximum term of current fiscal year end):
[For full fiscal year, from July 1, 2023 through June 30, 2024]

Hours of Operation (if for three dates or fewer): As approved in writing by Vanderbilt.

Campus Location: As approved in writing by Vanderbilt.

Description of Vendor Activities Before and During Event: _____

GENERAL TERMS AND CONDITIONS

1) ALCOHOLIC BEVERAGES: The sale or distribution of alcoholic beverages is prohibited unless Vanderbilt has approved in writing the seller or distributor of such beverages in connection with the specific event contemplated by this License.

2) CONTACT FOR VENDOR: _____
CONTACT FOR VANDERBILT: _____

3) HOUSEKEEPING: Vanderbilt will provide trash receptacles and general trash and debris pickup throughout the event and at the end of event. Vendor is responsible for clean-up in the area around the Vendor’s activities.

4) CERTIFICATION AND LICENSES: For any food and/beverages sales: All applicable permits including Board of Health certification must be maintained by the Vendor and be in good standing on the date of the event. Vendor must also operate in accordance with all applicable federal, state, city, county and local laws and ordinances, particularly pertaining to appropriate sanitation standards in the handling of any food or beverages.

5) VENDOR EMPLOYEES: Personnel used by Vendor in the performance of the work hereunder shall be employees or agents of Vendor and under no circumstances are such personnel to be considered employees or agents of Vanderbilt.

6) PARKING: Parking at Vanderbilt for Vendor personnel shall be: _____.
If Vendor personnel park elsewhere, they may be subject to towing and/or fines.

7) ON SITE ACTIVITY: Vendor personnel must comply with applicable Vanderbilt policies and instructions from authorized Vanderbilt representatives while Vendor is on Vanderbilt property.

8) TAXES AND FEES: Vendor is solely responsible for all taxes and fees due as a result of Vendor activity, such as sales tax charges.

9) INSURANCE COVERAGE. Vendor shall maintain the following insurance coverage with limits not less than the amount specified:

- a) Worker's Compensation with statutory limits and Employer's Liability with limits of \$500,000 per accident, \$500,000 per illness per employee and \$500,000 per illness aggregate.
- b) Commercial General Liability Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, products and completed operations, and personal and advertising injury. If you serve or provide alcohol, Liquor Liability coverage with limits of not less than \$1,000,000 shall be included in the Commercial General Liability policy or a stand-alone Liquor Liability policy.
- c) Automobile Liability Insurance (including owned, non-owned, and hired vehicles) with a combined single limit for bodily injury, death, and property damage of not less than \$1,000,000 per occurrence.
- e) Umbrella/Excess Liability with a limit of \$1,000,000 per incident and shall be excess of Commercial General Liability and Automobile Liability.
- f) Vendor shall furnish Vanderbilt with certificates of insurance, which provide sufficient information to verify that Vendor has complied with the insurance requirements of this agreement. If the required coverages expire during the term of the License, Vendor shall provide a renewal certificate of insurance within ten (10) days of the effective date of the renewal policies. Vendor shall provide Vanderbilt with not less than thirty (30) days written notice of cancellations or material changes to the required insurance. The following is proper wording for insurance certificates:
Vanderbilt, for the benefit of itself and its affiliated entities and their respective officers, directors, employees, representatives, or agents, are named additional insureds. The liability coverages shown on this certificate are primary, non - contributing and contain waivers of subrogation against any coverage held by Vanderbilt.

Notwithstanding any other provision in this License, Vendor expressly agrees at its own expense to fully indemnify, defend, and hold harmless Vanderbilt from and against any and all liability, loss, damage, expense, claims, and or death to any person or damage to any property, arising out of or in connection with the acts or omissions of the Vendor, its employees or agents.

Vanderbilt University

Vendor: _____

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____