Dear **EXTERNAL VENDOR**, 

Nova Southeastern University (NSU) wishes to extend an invitation to **EXTERNAL VENDOR** to participate in the 14th Annual NSU CommunityFest. With an average of 4500+ participants each year, CommunityFest celebrates and connects NSU students, employees, and their families through a carnival-like atmosphere around Gold Circle Lake, located on NSU’s campus. This year, the event will be held on Saturday, February 11th, 2017 from 12:00 p.m. to 4:00 p.m.

CommunityFest was created and implemented in 2003 by Ms. Michelle Manley, an NSU student, who wanted to bring the university community together and build school spirit. While this is a student-initiated event, NSU’s CommunityFest also involves the collaboration of NSU students, staff members, community businesses, and local organizations.

We invite **EXTERNAL VENDOR** to assist us in continuing the tradition by the coordination of an activity booth, a donation of food and/or product, by sponsoring a pre-selected attraction, or by becoming an outright financial sponsor of the event. We invite you to come enjoy free food, live music, entertainment, and booths and activities that appeal to all ages, while gaining exposure for your business.

NSU’s non-solicitation policy generally does not allow businesses to come onto campus to advertise, therefore this is a perfect opportunity for sponsoring businesses and organizations to advertise by putting up banners and/or hand out flyers or coupons at their booth during the event.

For more information, please refer to the CommunityFest website at [www.nova.edu/communityfest](http://www.nova.edu/communityfest).

Thank you for your time and consideration and we look forward to working with you! Please feel free to call if you have any questions.

Sincerely,

**NAME OF COMMITTEE MEMBER**
CommunityFest, Food Vendor Committee Chair
This is an agreement between the below stated Vendor and Nova Southeastern University’s Division of Student Affairs’ Special Events & Projects. This is to state that __________________ will be participating in the 14th Annual CommunityFest on Saturday, February 11th, 2017, from 12:00 p.m. to 4:00 p.m. The above stated Vendor agrees to be done setting up 30 minutes prior to the start time of the event and to break down their booth at, and no earlier than, 4:00 p.m. when the event ends. Check-in and booth set-up will begin at 9:00 am. This form must be turned into Rosenthal Student Center 211 no later than January 27th, 2017 at 5:00 p.m.

The Vendor named above agrees to provide a booth which will contain:

______________________________________________

(Type of item/product/food)

The Vendor will also be able to promote their business during the NSU CommunityFest at their respective booth.

The Vendor mentioned above understands that any goods and/or services at their booth are subject to review and approval by the members of the NSU’s CommunityFest Committee.

The Vendor will be responsible for organizing their booth (inclusive of staffing and distribution of goods and/or services), taking down the booth, and cleaning the booth and its surrounding area. The Division of Student Affairs’ Special Events & Projects will provide them with three (3) 6 ft. tables and two to four (2-4) chairs. If needed, electricity can be provided.

Will electricity be needed? __ No __ Yes

(If yes, please list the equipment that needs electricity and voltage: ______________________________ )

(INFORMATION NEEDED IN ORDER TO FULFILL REQUEST)

Part of this agreement is that the Vendor participating in NSU CommunityFest will not be charging for the goods/services provided at the booth and is participating as a Mako, Silver, or Blue Shark Sponsor (see third page for sponsor package details).

The parties agree that this External Vendor Agreement shall be governed, construed, and enforced by the Service Terms and Conditions, attached hereto and made a part hereof.

Vendor Name: ____________________________________________________________
Representative Name: _________________________________________________________________
Title of Representative: ________________________________________________________________
Street Address, City, State, Zip: _______________________________________________________
E-mail Address of Representative: _____________________________________________________
Contact Number: ______________________________________________________________________
Signature of Representative: ___________________________________________________________

Cancellation

Should you no longer be able to participate, please take note of the following dates:

Cancel booth by January 30th: No fee
Cancel booth between January 31st – February 3rd: $50 Cancellation fee
Cancel booth between February 4th – February 10th: $75 Cancellation fee
Do not attend event on February 11th: $250 Cancellation fee

All agreements and forms are due no later than January 27nd, 2017 by 5:00 pm
NSU COMMUNITYFEST 2017
EXTERNAL VENDOR COMMITMENT FORM

External Vendor: 
Representative Name: 
Position/Title: 
Street Address: 
City, State, Zip: 
Phone/fax: 
E-mail: 

DONATION:
The Vendor has agreed to donate the following:

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<th>Item/Service</th>
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NSU COMMUNITYFEST MATCH:
Additionally the Vendor is requesting that NSU CommunityFest match their donation of the following items worth no more than half of the total donation (up to $2,500 in payment). We understand that we must submit an itemized invoice of these items (once approved by the NSU CommunityFest Committee) and a copy of our W-9 form and Liability form in order to receive reimbursement. (Example: Vendor agrees to donate $500 worth of tacos. NSU purchases $500 worth of tacos. Vendor provides $1000 worth of tacos on the day of event.) Please note that your itemized invoice should be for the match amount. Additionally, your sponsorship package is based only on your donation amount. It does not include our match amount.

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<td>TOTAL MATCH BY NSU</td>
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TOTAL VALUE OF GOODS/SERVICES PROVIDED AT COMMUNITYFEST 2017 $
Please sign and return this form along with a copy of your business’ most recent, signed copy of your Certificate of Liability Insurance, listing Nova Southeastern University as “additionally insured” to (Please review page 3 of Commitment Form):
Office of Campus Life and Student Engagement, Special Events & Projects
3301 College Avenue
Fort Lauderdale, FL 33314
For additional information, please contact (954) 262-7274 or email communityfest@nova.edu.

NSU COMMUNITYFEST 2017
EXTERNAL VENDOR COMMITMENT FORM

SPONSORSHIP LEVELS

❖ Mako Shark Sponsor  $2,500 and above in-kind donations
  o Recognition in CommunityFest program
  o Recognition on CommunityFest Website
  o Recognition throughout CommunityFest Event
  o Optional Booth at CommunityFest
  o Tabling at SEA Thursday prior to CommunityFest from 12:00pm – 1:00pm on February 9th, 2016
  o Business’ banner hung in the Don Taft University Center one week before CommunityFest from February 6th – February 10th
  o Included in a “Thank You” ad in NSU’s The Current Student Newspaper

❖ Silver Sponsor  $1,000-$2499 in-kind donations
  o Recognition in CommunityFest program
  o Recognition on CommunityFest Website
  o Optional Booth at CommunityFest
  o Business’ banner hung in the Don Taft University Center one week before CommunityFest from February 6th – February 10th

❖ Blue Sponsor  $250-$999 in-kind donations
  o Recognition in CommunityFest program
  o Recognition on CommunityFest Website
  o Optional Booth at CommunityFest

SPONSORSHIP METHODS: (check all that apply)

1. Outright Financial Contribution
   The Vendor can donate money to the event and the committee will determine where to apply your contribution.
   Amount of Donation ____________________________

2. Sponsor a pre-selected attraction(s):
   ____ Long Slide  $ 1000
   ____ Total Meltdown  $ 950
   ____ Gladiator Joust  $ 275
   ____ For the Kids Bounce house  $ 250
   ____ Rock Wall  $ 800
   ____ 3-1 sports challenge  $ 300
   ____ Cotton Candy Machine  $ 150
   ____ Popcorn Machine  $ 150
   ____ Snow Cone Machine  $ 150
   ____ Tents & Generators  $ 200 ea
   ____ Photo Booth  $ 1000
   ____ Event programs  Contact us
**Pre-selected attractions will be ordered by the CommunityFest Committee. In the event that the selected attraction is no longer available, the amount shall be applied towards another available opportunity unless otherwise specified.**

3. Donation of food and/or product

   **Items to be Donated**

   **Amount to be Donated**

   **Total Monetary Value $**

4. Host an Activity Booth

   Will you be requesting a booth at the event to accompany your donation? If so, please check the box to the right.

5. Check List (please make sure to submit all of the items below)

   - W-9 Form
   - Certification of Liability Form- (Refer to #6 on service terms & conditions)
   - In Description Box Please List the Following:
     Nova Southeastern University, Inc., Its Trustees, Officers, Agents and Employees as additional insured under its policies.
   - Under Certificate Holder Please List the Following:
     Nova Southeastern University
     Office of Special Events & Projects
     3301 College Avenue
     Fort Lauderdale, FL 33314
   - Itemized Invoice
     (This invoice should reflect match amount only)
   - Signed “Service Terms and Conditions” page
   - Payment Check or Direct Deposit (Circle One)

Please indicate if you have direct deposit setup with NSU. If you do, approved match requests will be direct deposited to your account on Monday, February 13th, 2017

If you do not have direct deposit, we will have a check ready for you at the end of CommunityFest on February 11th, 2017
- Please note that all requested documents must be submitted before payment can be processed.

_______________________________            _______________________________
Representative Name            Representative Signature

This form must be turned into The Office of Special Events and Projects in Rosenthal Student Center 211 no later than January 27\textsuperscript{nd}, 2017 at 5:00 p.m. Please make checks payable to Nova Southeastern University. Department fund transfers are also accepted. Retain a copy for your records.

Mail:  Fax:  Email:  
CLSE Special Events & Projects  Attn: CommunityFest  CommunityFest@nova.edu  
Rosenthal 211  (954) 262-3823  
3301 College Avenue  
Ft Lauderdale, FL 33314  
(954) 262-7274  
Phone:  
954-262-7274
SERVICE TERMS AND CONDITIONS

1. VENDOR’S SERVICES. Vendor shall perform the Services, as defined in the External Vendor Agreement (the "Agreement"). Vendor may engage subcontractors to perform some of the Services. The acts and omissions of the subcontractor shall be deemed the acts and omissions of the Vendor. Notwithstanding anything to the contrary contained in this Agreement, all of the terms, covenants and conditions of this Agreement that would be applicable to the Vendor if the Vendor was performing the Services shall be applicable to the earlier of the receipt of a written notice from the Vendor that no further subcontractors the performance of any Services, or the establishment of any Services for the benefit of the University.

2. TERM AND TERMINATION. The term of this Agreement shall commence on the date that the last of the parties hereto executes this Agreement, unless sooner terminated in accordance with the provisions hereof and shall expire upon completion of the Services and/or expiration of event date, as defined in the External Vendor Agreement. "NSU may, at its sole option, for any reason or for no reason, terminate this Agreement at any time upon five (5) days prior written notice, or any other right or remedy NSU may have. Vendor shall cease performing Services upon any such termination.

3. PERFORMANCE OF SERVICES. Vendor shall perform all Services in a competent, skillful, and workmanlike manner and in compliance with industry standards.

4. VENDOR’S COMPENSATION. NSU shall not compensate Vendor for the Services hereunder. Vendor covenants and agrees that Vendor shall comply with, and shall ensure that its subcontractors comply with, all applicable laws, regulations, ordinances, and codes in connection its performance of Services. Vendor represents and warrants to NSU that all of its subcontractors possesses all licenses and permits required to perform the Services, and upon NSU’s request shall furnish to NSU proof thereof.

5. INSURANCE. Vendor shall maintain, and shall ensure that its subcontractors maintain, the insurance coverage and comply with all the stated requirements stated in this Section. Vendor shall provide, and shall ensure that its subcontractors provide, a certificate(s) of insurance naming "Nova Southeastern University, Inc., its trustees, officers, agents and employees as additional insured under its policies. The insurance required is as follows: (i) Commercial General Liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate per each claim; (ii) Workers’ Compensation insurance; (iii) Automobile Liability insurance in an amount not less than $500,000 single limit covering any owned, non-owned, leased or hired vehicles. All insurance policies required under this Section shall be written and issued on an ‘occurrence’ basis. The Vendor agrees that the required insurance is not intended to limit in any way the Vendor's liability under this Agreement.

6. INDEMNIFICATION. Vendor shall indemnify, defend, and hold harmless NSU, its trustees, officers, employees, and agents (collectively, the “Indemnities”) from and against any and all claims, actions, liabilities, losses, fines, penalties, costs and expenses (including, without limitation, reasonable attorney’s fees) incurred by or asserted against any of the Indemnities, arising out of or resulting from or in any way connected with one or more of the following: (i) the performance or non-performance of Services under this Agreement by Vendor or its subcontractors; (ii) the negligence or willful or intentional misconduct of Vendor, its subcontractors, or any of their employees, or (iii) Vendor’s or any subcontractors’ breach of any term, covenant or condition of this Agreement. Vendor’s obligations under this Section shall survive the expiration or termination of this Agreement.

7. DEFAULT. In the event Vendor is in breach of any term, covenant or condition of this Agreement, then NSU may terminate this Agreement by written notice to Vendor and/or pursue any other remedy available to it at law or in equity.

8. NSU POLICIES AND PROCEDURES. Vendor shall comply with, and shall ensure that its subcontractors comply with, all applicable NSU policies, procedures, rules, and regulations provided or made available to Vendor.

9. ASSIGNMENT. Vendor shall not assign its interest in this Agreement or any of its rights or obligations hereunder without the prior written consent of NSU, which consent may be withheld in NSU’s sole discretion.

10. EQUIPMENT, MATERIALS, AND SUPPLIES. Vendor shall furnish all equipment, materials, and supplies necessary to completely and effectively perform all Services to be provided by Vendor under this Agreement. Vendor shall not store any of its equipment, materials or supplies at the Facilities, nor shall Vendor leave any of them overnight at the Facilities. NSU shall not be liable for loss or damage to any of Vendor’s equipment, materials or supplies from any cause.

11. NON-DISCRIMINATION. Vendor shall not discriminate in its business operations, including, without limitation, the employees it hires, on the grounds of race, religion, color, ethnicity, gender, age, disability, veteran status or national origin.

12. FORCE MAJEURE. Neither NSU nor Vendor shall be liable for any delay or failure to perform hereunder as a result of an occurrence beyond its reasonable control.

13. SAFETY. Vendor shall observe and exercise, and compel its employees and its subcontractors to observe and exercise, all necessary caution and discretion, so as to avoid (i) injury to persons, (ii) damage to personal and real property, and (iii) annoyance to or interference with NSU’s business operations and the activities of NSU’s students, employees, and visitors. All Services will be performed in a safe manner. Vendor shall be familiar with, operate in accordance with, and comply with the guidelines set forth in the Occupational Safety and Health Act (“OSHA”), and the regulations promulgated thereunder.

14. ALCOHOL, NARCOTICS, AND TOBACCO FREE POLICIES. Vendor acknowledges that NSU is a drug free and tobacco free campus and covenants and agrees that it will abide by and shall ensure that its employees and its subcontractors abide by such policies.

15. MISCELLANEOUS. No waiver by either party of its rights under any provision of this Agreement shall constitute a waiver of such party’s rights under such provision at any other time or with respect to any other provision hereof. A waiver of the other party’s breach of any provision of this Agreement shall not be deemed a waiver of a subsequent breach of the same provision or a waiver of the breach of any other provision. All waivers must be in writing and signed by the waiving party. This Agreement shall be governed by, enforced, and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that jurisdiction shall lie exclusively in the courts of the State of Florida, and that venue shall lie exclusively in Broward County, Florida. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney’s fees through and including any appeals and any post-judgment proceedings. Any notice required or permitted to be given hereunder to either party hereto shall be in writing and shall be deemed given and received (i) when personally delivered with a written receipt obtained, (ii) on the date noted as the date received, refused or uncollected if sent by certified or registered mail, postage prepaid and return receipt requested, or (iii) the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service, at its address as hereinafter set forth, or to such other address as such party may designate to the other by notice given pursuant to the provisions of this Section. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, then all other provisions shall remain valid, legal, and enforceable to the maximum extent permitted by law. This Agreement represents the entire understanding of the parties with respect to the matters set forth herein, and supersedes all prior and contemporaneous agreements, discussions, negotiations, and representations. This Agreement may only be altered, amended or modified by a written instrument duly executed by the parties. This Agreement may be executed in any number of counterparts each of which together shall be deemed to be an original and one and the same instrument. Capitalized terms used herein, but not defined, shall have the same meaning as set forth in the Agreement. With respect to the interpretation of this Agreement concerning an ambiguity or otherwise, there shall be no presumption against the drafter of the Agreement.