

## MEMORANDUM OF UNDERSTANDING

The University of Notre Dame du Lac ("Notre Dame") on behalf of its Student Activities Office and \_\_\_\_\_ ("Vendor") desire that Vendor provide the goods and services set forth herein in connection with Notre Dame's \_\_\_\_\_ at Notre Dame ("Event"). Notre Dame and Vendor have set forth below their mutual understanding regarding this arrangement:

1. **Date of Event:** \_\_\_\_\_
2. **Location:** \_\_\_\_\_
3. **Time:** \_\_\_\_\_ EST
4. **Vendor Representative (Name & Phone Number):** \_\_\_\_\_  
**Notre Dame Representative (Name & Phone Number):** \_\_\_\_\_
5. **Personnel:** Vendor will provide personnel necessary for the sale of goods throughout the Event and to provide all set up and tear down as necessary.
6. **Equipment and Supplies:** Vendor will provide all necessary supplies and equipment, except the following items, which will be provided by Notre Dame: trash bins and recycling; electricity needs; and lighting.
7. **Vendor Activities:** Vendor will sell merchandise and goods, to include \_\_\_\_\_, to customers for the duration of the Event at a location designated by Notre Dame. Vendor will charge its standard rates to customers at the Event. A checklist of administrative requirements is attached as Exhibit A. Vendor will arrive to Notre Dame's campus by \_\_\_\_\_ EST to set up for the Event. Notre Dame reserves the right to require Vendor to cease selling merchandise and immediately vacate the event location at Notre Dame's sole discretion.
8. **Payment:** Notre Dame will not pay Vendor any compensation or fees. Vendor will receive 100% of all Vendor's sales.
9. **Inspections:** Vendor agrees to submit to any required inspections at the Event. If Vendor is not present at time of inspection or does not pass any inspection, Vendor must immediately vacate the Event and Notre Dame will not be required to pay Vendor under this Memorandum of Understanding.
10. **Cancellation:** Notre Dame reserves the right to cancel this contract for any reason, without penalty or liability. If Vendor fails to show to the Event, or is not in compliance with any of the requirements under this Memorandum of Understanding, Notre Dame reserves the right to charge a cancellation fee to Vendor and/or void any future signed agreement.
11. **Laws and Regulations:** Vendor, and all its agents, employees and representatives, will adhere to all applicable state and local laws, regulations, rules and ordinances, including without limitation those related to safety and cleanliness and/or those prescribed by the St. Joseph County Health Department.
12. **Insurance:** Vendor agrees to carry general liability insurance in minimum amounts of \$1,000,000 combined single limit bodily injury and property damage per occurrence and \$1,000,000 in the aggregate, automobile liability in minimum amounts of \$1,000,000 combined single limit for each accident and covering all owned, non-owned and hired vehicles and worker's compensation providing statutory

benefits. The general liability and automobile liability policies of insurance shall include the University of Notre Dame du Lac as an additional insured. All policies of insurance shall waive rights of subrogation in favor of the University. Claims made policies shall not be acceptable. Satisfactory certification that such insurance is in full force during the term of this Memorandum of Understanding must be furnished to the University prior to any Event.

13. **Indemnification:** Vendor agrees to indemnify, defend and hold harmless Notre Dame and its Trustees, officers, agents and employees from any liability, loss, expense or damage (including but not limited to Notre Dame's reasonable attorneys' fees) incurred or sustained by Notre Dame by reason of the negligence or intentional acts or omissions of Vendor, its agents, employees or representatives which arise out of, result from, occur during or are connected in any way to the Event. Notre Dame agrees to indemnify, defend and hold harmless Vendor from any liability, loss, expense or damage incurred or sustained by Vendor as a result of the negligence or intentional acts or omissions of Notre Dame, its agents or representatives, arising out of or resulting from or in connection with the Event.

14. **Signature Authority:** Agreements signed by a student or individual without appropriate signature authority from the University are voidable at the sole discretion of the University.

The Designated Representatives, on behalf of Notre Dame and Vendor, indicate by their signatures below that the provisions set forth in this Memorandum of Understanding correctly state their understanding regarding the Event.

UNIVERSITY OF NOTRE DAME DU LAC

Vendor:

By: \_\_\_\_\_  
M. Brian Coughlin  
Associate Vice President for Student Development

By: \_\_\_\_\_  
Name:  
Title:

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

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

## EXHIBIT A

### UNIVERSITY OF NOTRE DAME ADMINISTRATIVE PROCESS AND REQUIREMENTS FOR VENDORS

Thank you for your interest in bringing your goods to our campus! The following document details our administrative process and required documentation in order to facilitate our agreement.

#### Required Documentation:

- Signed copy of the attached Memorandum of Understanding.

#### Process:

1. Please provide the required documentation as soon as possible.
2. Once our office receives the signed Memorandum of Understanding along with other required documentation, we will get University signature.
3. We will provide a copy of the fully executed Memorandum of Understanding along with contact information for day of the Event and a map to show you how to enter campus and where to set up for the Event.
4. On the day of the event, please arrive at least two hours prior to the serving time in order to be present for any required inspections.

If you have any questions, do not hesitate to reach out.

Student Activities Office  
University of Notre Dame  
315 LaFortune Student Center  
Notre Dame, IN 46556  
Phone: (574) 631-7308  
Fax: (574) 631-8139  
sao@nd.edu

We look forward to having you on campus!