Third Party Vendor Contract

All information is required in order to register an event with a third party vendor.

This Contract dated ________________ is between _____________________________ hereinafter called “Sponsor” and ______________________________ hereinafter called “Vendor”.

General Terms:
Vendor agrees to allow Sponsor to use Vendor’s premises and or services for a private event on ________________ (Date) beginning at ________________ (Start Time) and ending at __________________ (End Time). The event shall be __________________________________ (Name/Explanation of event).

Terms of Payment:
A. Payment will be made in the form of a check or money order for $_____________________ (amount) made payable to Vendor and given to Vendor upon the conclusion of the event.
B. Term of payment is for the purpose of room rental and other services (e.g. catering, entertainment, etc.).
C. It is understood and agreed that payment is not and will not be used as a subsidy for alcoholic beverages.
D. Alcoholic beverages should not be provided free of charge or at such drastically reduced prices so as to encourage alcohol misuse.

Licenses and Insurance:
A. Vendor hereby attests to hold all proper establishment licenses issued by the appropriate local and state authority including but not limited to a liquor license.
B. Vendor hereby attests to be properly insured with at least a minimum of $1,000,000 of general liability insurance evidenced by a properly completed certificate of insurance prepared by the insurance provider.
C. Said insurance documents must be made available upon request of Sponsor.

Sales:
A. Vendor agrees that all sales of alcoholic beverages will be on a cash, credit or debit basis only. Prices for alcoholic beverages shall be determined by the Vendor prior to the start of the event.
B. Any “happy hour” type prices must be agreed to beforehand between Sponsor and Vendor.

Normal Course of Business:
Vendor assumes all responsibilities that any purveyor of alcoholic beverages would assume in the normal course of business, including but not limited to:

A. Checking Identification cards upon entry and properly identifying those of legal drinking age with wristbands provided by Sponsor;
B. Not serving minors;
C. Not serving individuals who appear to be intoxicated;
D. Maintaining absolute control of ALL alcoholic containers present;
E. Collecting all remaining alcohol at the end of a function (no excess alcohol-opened or unopened- is to be given, sold, or furnished to Sponsor or invited guests);
F. Removing all alcohol from the premises;
G. Provide standard security/safety measures for event venue and all event guests.

Access to Premises:
Vendor agrees to allow Sponsor to access to premises one hour prior to event start time for the purposes of setting up the venue. Such set up includes but is not limited to rental stage equipment and use of Vendor sound system.

Cancellation:
A. The Sponsor shall not be held responsible if, through an Act of God or conditions beyond its control, it is unable to conduct the event on the date and time when the engagement herein contracted for is scheduled. Furthermore, if such Acts or conditions occur, the Sponsor is not liable for any damage the Vendor and/or his/her group or representative might suffer.
B. If this contract is cancelled by the Vendor, or if Vendor requests a change of date for any reason other than an Act of God, riot, epidemic or act of public authority, the Vendor agrees to reimburse the Sponsor for its bona fide out of pocket expenses upon presentation of a certified statement of such expenses to the Vendor or his/her authorized representative.

C. If this contract is canceled by the Vendor within terms of the cancellation clause contained herein, the Vendor hereby agrees to reschedule the event at the earliest possible date that is convenient for both parties and under the terms of this contract. The decision to reschedule or not to reschedule is at the sole discretion of the Sponsor.

Compliance with Laws:
This contract is governed by and shall be constructed under the laws of the State of Louisiana. All disputes arising out of this agreement, wherever derived, shall be resolved in Orleans Parish, Louisiana.

Miscellaneous:
A. No oral representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into this agreement. This contract, along with any riders, contain all the terms and conditions agreed upon by the parties hereto, and may not be amended other than in writing and signed by both parties.

B. In the event of any conflict, inconsistency, or incongruity between the provisions of the Vendor’s contract and/or rider, the provisions of the Sponsor contract and or rider shall in all respects govern and control.

C. If this contract is signed by someone other than the Vendor and Sponsor, the person signing expressly warrants that he/she is authorized by the Vendor/Sponsor to execute this contract on behalf of the Vendor/Sponsor for this engagement at the time and place specified in this contract.

Accepted for Sponsor:

________________________________  _____________________________
(Organization President)  (Date)

________________________________  _____________________________
(Organization Social Chair)  (Date)

________________________________  _____________________________
(Organization Advisor)  (Date)

Accepted for Vendor:

________________________________  _____________________________
(Signature)  (Date)

Return to Jill Styx, Assistant Director for Student Activities
**Third Party Vendor Contract must accompany Event Registration Form in order to register third party vendor functions**

Danna Center Student Activities Office
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