

## **VENDOR AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between NORTHERN ILLINOIS UNIVERSITY FOUNDATION, 1425 W. Lincoln Hwy., Altgeld Hall 135, DeKalb, Illinois 60115-2882 (hereinafter referred to as “NIUF”), and \_\_\_\_\_ (*Vendor Name*), located at \_\_\_\_\_ (*vendor address*) (hereinafter referred to as “Vendor”).

**1. Term.** This Agreement shall commence on the date of execution hereof and shall terminate, unless earlier terminated as authorized below, at sunset on Aug. 31.

**2. Duties.** NIUF hereby retains Vendor to perform the following services (the “Services”):

- Vendor shall provide services in connection with the “NIU Black Alumni Council Reunion Picnic” (“Event”) at the “Dan Ryan Woods, Grove 14” located on 8300 S. Western Ave., Chicago, IL 60620 (the “Venue”) on Aug. 31, 2025 (each, an “Event Date”), beginning as early as two hours prior to the event kickoff at noon.
- Vendor shall supply all equipment necessary or appropriate to provide for service, including, without limitation, the service of food.
- Vendor shall provide all serving service.
- Vendor shall utilize and operate its own point of sale system and staff.
- Vendor shall assist in general Event cleanup and shall be solely responsible for the removal of all of its equipment and staff upon the conclusion of each Event Date.

NIUF shall be responsible for Event promotion, securing the Venue, and securing an adequate location within the Venue for Vendor to provide the Services.

**3. Expertise.** Vendor warrants to NIUF that it has sufficient staff available to perform the Services and that all individuals providing Services have the background, training and experience to properly perform the Services and/or, as appropriate, for adequately supervising such individuals at the location.

**4. Payment and Expenses.** As payment for the Services, Vendor shall be entitled to retain all funds collected in connection with its sales during the Events. Except as specifically provided in this Agreement, all expenses related to the provision of the Services shall be borne by Vendor.

**5. Termination.** NIUF may terminate this Agreement with five (5) days prior written notice to Vendor. Vendor hereby acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, in the event of such termination, NIUF shall have no liability to Vendor and that fees collected from prior Event Dates (if any) shall be the only compensation to which Vendor is entitled.

**6. No Employment Relationship Created.** It is understood and agreed between the parties that the Agreement is not intended to, nor does it create an employment contract between NIUF, on the one hand, and Vendor and any of its employees, on the other, nor does it create a joint relationship or partnership between the parties hereto. Neither Vendor nor its employees are entitled to benefits that NIUF provides for NIUF employees. Vendor’s relationship to NIUF is

solely and exclusively that of an independent contractor. NIUF shall be entitled to utilize the name, logo and trademark of Vendor in connection with the promotion and operation of the Event. Vendor may not use NIUF's name or trademark without the written consent of NIUF. Neither party may incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

**7. No Withholding.** Vendor is solely and exclusively responsible for the satisfaction of Vendor's own local, state, and federal sales tax or income tax and Social Security withholding that may be applicable to the amounts payable to Vendor under this Agreement.

**8. Assignment.** Vendor shall not assign its duties hereunder without the prior written consent of NIUF.

**9. Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

**10. Compliance With Laws.** Vendor warrants that the Services shall be accomplished in compliance with all applicable Federal, State and local laws, ordinances, rules, regulations and codes, including, without limitation related to the possession, sale and service of food. Vendor and its subcontractors, employees, and agents shall obtain and maintain in full force and effect, all necessary permits, licenses, and authorizations required by governmental and quasi-governmental agencies.

**11. Indemnification.** Vendor agrees to defend, indemnify, and hold harmless NIUF, NIU Board of Trustees, and their successors and assigns, and their respective trustees, officers, employees, and agents (the "Indemnified Parties") to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including, but not limited to, associated costs, expenses, and reasonable attorneys' fees incurred on account thereof ("Claims") asserted against any of the Indemnified Parties as a result of Vendor's Services or performance or non-performance of this Agreement, including, but not limited to, Claims that may be asserted by any person(s), including, but not limited to, Vendor's employees and employees of Vendor's subcontractors or agents, for loss, damage, death, injury, sexual harassment, or molestation to or of persons or property arising in any manner out of or incident to Vendor's performance or nonperformance hereunder.

**12. Insurance.** Vendor shall carry and maintain in full force and effect during the Event: (i) general commercial liability insurance, in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (ii) automobile insurance in the amount of \$1,000,000 covering all owned, non-owned, and hired vehicles; and (iii) workers' compensation insurance, as required by law. NIUF and NIU Board of Trustees shall be named as additional insureds on all of Vendor's liability insurance policies.

Such policies of insurance shall be maintained with insurance companies authorized to do business in the State of Illinois and provide that they may not be canceled or materially changed except upon 30 days prior written notice to NIUF. Vendor shall, at the time of the execution of this Agreement, furnish NIUF with a certificate of insurance evidencing such coverages (which certificates also name the additional insureds). It is the intent of the parties that Vendor's insurance

be primary and non-contributory coverage for NIUF for claims arising from Vendor's performance of this contract, regardless of whatever other insurance NIUF may have available. The insurance required pursuant to this Section 13 shall not be deemed to limit Vendor's obligations to indemnify NIUF under this Agreement.

**13. Force Majeure.** Notwithstanding anything to the contrary contained in the Agreement, NIUF shall not be liable, nor shall any credit or other remedy be extended, for NIUF's failure, in whole or in part, to fulfill its obligations under the Agreement where such failure arises from or in connection with causes beyond NIUF's control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, pandemic or epidemic, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, NIUF shall be excused from performance hereunder.

**14. Governing Law and Jurisdiction.** Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of Illinois, County of DeKalb.

**15. Entire Agreement.** This Agreement is the sole, complete, and exclusive expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.

**16. No Waiver.** Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right(s) or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**NORTHERN ILLINOIS UNIVERSITY FOUNDATION**

By: \_\_\_\_\_  
Catherine B. Squires  
President & CEO

**VENDOR**

Vendor: \_\_\_\_\_

By (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_