

## **Caterer/Vendor/Exhibitor/Third Party Entity Agreement Form**

Name of Contractor/Vendor/Exhibitor: \_\_\_\_\_

Contractor/Vendor/Exhibitor Representative: \_\_\_\_\_

Description of product or service: \_\_\_\_\_

Address \_\_\_\_\_ City, State and ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_

Date of event: \_\_\_\_\_ Start and end time: \_\_\_\_\_

This Agreement is made by and between the University of Hawaii, the state University and a body corporate of the State of Hawaii (herein referred to as "UH") for the benefit of \_\_\_\_\_

("UH Campus") and \_\_\_\_\_ (Contractor/Vendor/Exhibitor/Third Party Entity).

In consideration of the opportunity to provide services for a fee, or display its products and/or services on the university campus or property, the Caterer/Vendor/Exhibitor/Third Party Entity (herein referred to as "Vendor") agrees as follows:

1. **TERMS:** Vendor shall, during the entire term of this agreement, at no cost to UH, maintain the applicable insurance described herein.
2. **INSURANCE:** Vendor must provide proof of insurance through the issuance of a certificate of insurance and showing coverage and limits as specified below. Endorsements must be provided showing additional insured status has been granted. Certificates and Endorsements must be filed with the University before the Vendor is permitted on campus.

Vendor shall maintain limits coverages as follows: (1) Commercial General Liability: \$1M/\$2M Aggregate which should include coverage for: Personal Injury, Property Damage, and Products Liability.

(2) Business Automobile Liability: \$1M each accident for bodily injury including owned, leased, hired, non-owned, and personal injury protection where applicable. (3) Workers Compensation: Statutory Limits.

The Insurance Must: (1) Be underwritten by a carrier rated at least an A – VII Financial Rating in A.M Best Key Rating Guide. (2) The University of Hawaii and State of Hawaii, must be added to the policy as additional insured for General Liability Insurance and Automobile Insurance by endorsement (3) The certificate of insurance or endorsement must state that this insurance is primary and written on a non- contributory basis as to any other valid and collectible insurance or self-insurance in force. (4) Each policy shall provide that coverage shall not be suspended, voided or canceled, except with 30 days prior written notice to the University, except when cancellation is for non-payment of premium; then ten 10 days prior written notice may be given. Any insurers who refuse to provide the required notice, the Vendor or its insurance broker shall notify the University of any cancellation, suspension or non-renewal within 7 days of receipt of insurer's notification to that effect.

UH reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

The Vendor is not relieved of any liability or other obligations assumed by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types

3. **Waiver of Subrogation:** The Vendor hereby grants to UH a waiver of any rights to subrogation which any insurer of said Other Party may acquire against UH by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Vendor has received a waiver of subrogation from the insurer.
  
4. **Miscellaneous:** The effective date of this Agreement will be the date of signature of the Vendor's authorized representative. The Vendor warrants that it will comply with all federal, state and local laws as well as UH policies applicable to its performance hereunder, including but not limited to those relating to nondiscrimination, equal employment opportunity, and affirmative action. The representative of the Vendor signing this Agreement warrants that he/she is a duly authorized representative of the Vendor.

**Contractor/vendor/exhibitor/third party entity**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Title: \_\_\_\_\_ Email: \_\_\_\_\_