



DEPARTMENT OF BUSINESS SERVICES

Information, Instructions & Requirements:

MERCHANDISE VENDING OPERATIONS

Fayetteville State University Department of Business Services
1200 Murchison Road Fayetteville, North Carolina 28301
Phone 910.672.1724 or 910.672.2108

The Department of Business Services is enhancing the game day experience by enhancing concessions and vending. Our fans will be able to purchase food and other novelties in various areas throughout the stadium and campus, located outside stadium, thus increasing revenue potential by providing an increase in the variety of food selection, which will in turn increase sales for your department.

MERCHANDISE VENDING INFORMATION/ INSTRUCTIONS

Please, carefully and completely read about the new changes and updates – **fees**, **procedures**, **locations**, and **restrictions** in the vending department and complete the Bronco Merchandise Vending Application. Complete the application and return to the following address. You will receive a letter, e-mail or phone call in response to your application.

Please submit signed application with payment to:

Fayetteville State University
Ticket Office – Seabrook Auditorium
1200 Murchison Road
Fayetteville, North Carolina 28301
Ph: 910.672.1724 or 910.672.2108 | E-mail: afairley@uncfsu.edu or sypeterson01@uncfsu.edu

1. BOOTH/SPACE SETUP FOR GAMEDAY:

- a. Vendors will set up at designated areas in **Parking Lot I** (adjacent to Luther “Nick” Jeralds Stadium)
 - i. Approximate booth space
 - 1. 24’ x 20’ Lot I
 - 2. 15’ x 20’
 - ii. Seller must provide all set up material, including tables, chairs and tent.

iii. Vendors must arrive and set-up in the vendor area by the noted Arrival/ Complete Set-up Time schedule below, No Exceptions. Vendors vehicles must be parked outside the vending area by the Complete Set-up Time. Vendors may park personal vehicles in lot H, adjacent to the Williams Hall. Vendors will not be allowed to park personal vehicles in parking lot I (tailgating lot).

Game	Arrival/ Complete Set-up Time
FSU vs. Virginia State University Sat., Sept. 25 th @ 7:00p.m. (Hometown Heroes)	3:00 pm /4:30 pm
FSU vs. Lincoln University Sat., Oct. 2 nd @ 7:00p.m. (Community Day)	3:00 pm /4:30 pm
FSU vs. Johnson C. Smith University Sat., Oct. 16 th @ 2:00 p.m. (HOMECOMING)	5:00 am/ 8:00 am (no exceptions)
FSU vs. Livingstone Sat., Oct. 30 th @ 2:00p.m. (Military Appreciation)	10:00 am /11:30 am
FSU vs. Winston-Salem State Sat., Nov. 6 th @ 2:00p.m. (HOF 1000 Broncos Appreciation/Senior Day)	10:00 am/11:30 am

2. BOOTH/SPACE BREAKDOWN: Breakdown can occur after the completion of the football game. All vendor equipment and merchandise must be removed from the assigned area, including all trash and boxes. The Vending Coordinator must approve any exception to this rule.

3. Vendors will not be allowed to solicit sales in any fashion in any other way except in the space assigned on campus. The soliciting of sales outside of the official location forfeits your right to your booth/space.

4. PAYMENT: Fees may be submitted in forms of cash, credit card, cashier’s check, business check, or money order, when vendor application is accepted. **Checks should be made out to FSU.** Vendors paying with credit card will need to wait for credit verification before receiving permit to vend. Space is not guaranteed until payment and application have been received and approved. Space will be issued on a first come/first serve basis. Submission of a Vending Application does not guarantee a space or a specific location. Pre-selection is not allowed.

Game Day Information & Merchandise Vending Fees

2021 Scheduled Games	Parking Lot I (Season Pass)	Individual
FSU vs. Virginia State University Sat., Sept. 25th @ 7:00p.m	\$200	<input type="checkbox"/> \$250
FSU vs. Lincoln University Sat., Oct. 2 nd @ 7:00p.m.	\$200	<input type="checkbox"/> \$250
FSU vs. Johnson C. Smith University Sat., Oct. 16th @ 2:00 p.m. (Homecoming)	\$300	<input type="checkbox"/> \$350
FSU vs. Livingstone Sat., Oct. 30th @ 2:00p.m.	\$200	<input type="checkbox"/> \$250
FSU vs. Winston-Salem State Sat., Nov. 6th @ 2:00p.m.	\$200	<input type="checkbox"/> \$250
Season Pass <input type="checkbox"/> \$1,100		\$1,350

MERCHANDISE VENDING 2021

Scheduled Games Parking Lot I

FAYETTEVILLE STATE UNIVERSITY MERCHANDISE

- a. Vendors wishing to sell any FSU Merchandise must provide written authorization from the University's Legal Affairs Office. Any vendor attempting to sell without authorization will be subject to immediate expulsion from the vendor area, confiscation of goods and/or arrest.
5. TRADEMARKED ITEMS, COPYRIGHTED MATERIALS, & PATENTED MATERIAL CAN ONLY BE SOLD OR DISTRIBUTED BY THE VENDOR WITH THE EXPLICIT APPROVAL (authorization letter, license, or other written verification) OF THE ENTITY/AGENCY/ORGANIZATION.
6. FOR BEST CONSIDERATION, COMPLETED APPLICATION AND OTHER REQUIRED FEES MUST BE SUBMITTED AND ON FILE BY **THE DEADLINE**. FAILURE TO SUPPLY DOCUMENTATION WILL FORFEIT THE VENDOR'S RIGHT TO VEND.
7. Vendors are not allowed to sell or display explicit merchandise (including sexual, drug related or profane materials). **Loud music, especially MUSIC which exhibits profanity and/or vulgar language will not be permitted.** Tobacco, food, and alcoholic beverages are not permitted for sale, sampling, or dissemination of information. Sale of products is not permitted outside of booth.
8. All items sold by the vendor must be listed on the application. Any changes will require official approval.
9. Generally, FSU will not grant category exclusivity to any vendor, nor will it be held liable or chargeable for any loss of sales, income, resale, or commissions of the Vendor.
10. FSU has sole discretion to make adjustments to the Vendor diagram and placement of vendor spaces as may be required by the Fire Marshall or logistical restrictions.

11. **Vendors MAY NOT assign, sublet, or resell their share of space allotted.**

12. VENDING PERMIT will be distributed to each vendor for admission to the exhibit and parking areas, IF AVAILABLE. Only two passes per vendor. Any unauthorized use of the vendor pass will subject the vendor to immediate removal from the vending area.

13. **VENDORS WILL NOT BE ALLOWED ACCESS TO THE FOOTBALL GAME SEATING AREA WITHOUT GAME TICKETS.**

14. If Acts of nature, war, fire, strike, or in the event of any outside cause such as any agencies, organizations, institutions, or persons not party, or privy to this lease or other emergency, prevents the game from being held, FSU may retain such part of the vendor's rental fee required to compensate for expenses incurred up to the time such contingency shall have occurred,

15. Vendors are responsible for keeping their booth/space and surrounding areas clean and orderly.

VENDOR REQUEST / AGREEMENT TO POLICY AND PROCEDURES

I hereby request vending space for the and agree to abide _____
(Event name, year)

by the contract and established Policy and Procedures that are a part of this contract between the Committee and the Vendor. They have been formulated in the best interest of all concerned. I understand I am only authorized to sell merchandise included in my applications and will not be allowed to sell or distribute my merchandise using FSU's name, trademark, or logo, unless authorized by the Collegiate Licensing Agency/Licensing Resource Group (LRG) or the University's Legal Affairs Office. All parts not covered are subject to the decision of the Athletic Department's Committee and Vending Coordinator.

Vendor Name: (Print) _____

Signature: _____ Date: _____

OFFICE USE:

Date Received: _____

Location Number: _____

Initial: _____

**2021 AGREEMENT FOR FSU DEPARTMENT OF BUSINESS SERVICES
CONCESSIONS & VENDING**

This Agreement, for the 2021 FSU Football Season, shall be between the Department of Business Services and the "Concessionaire" or vendor, which is an organization identified as:

Vendor Name/Company Name: (Print)

Address: City: State: Zip:

Representative Name:

Telephone Number: E-Mail

Mobile Phone Number:

All items sold must be approved by the FSU Department of Business Services. **List items requested to be sold:**

- _____
1. 2. 3.
- _____
4. 5. 6.
- _____
7. 8. 9.

**Set up at game site must be completed by the above noted
Arrival/Complete Set-up Time for each event.**

1. The FSU Department of Business Services grants to the Concessionaire (vendor) certain rights, privilege and space during the period of the 2021 FSU Football Season as stated above, to sell certain items and/or provide certain activities and for no other purpose.
2. This Agreement, or any part thereof, cannot be assigned, sublet, or otherwise disposed of without the written consent of the FSU Department of Business.
3. **All funds are Non-Refundable, except under conditions of a complete cancellation of an event.**
4. Payments payable to "FSU Business Services" and Memo Line filled out with **Athletic Concessions** paid at least three (3) days before game date. **Payment will not be accepted on game day.**
5. It is agreed the Concessionaire shall indemnify and hold harmless the Department of Business Services and Fayetteville State University and their employees, representatives, and volunteers as a result of any claim, lawsuit and/or settlement made or filed as a result of Concessionaire participation in the 2021 FSU Football Season Concession Program and/or as a result of any negligence on behalf of the Concessionaire.

Accepted by Concessionaire Signature: _____ Date: _____

Approved by- Signature: _____ Date: _____