

Waiver and Release
Vendors Selling Merchandise on Campus

_____ (“VENDOR”) desires to sell merchandise on the property of Villanova University (“VILLANOVA”) on __mm/dd/yy____ (the “ACTIVITY”). VENDOR makes this waiver and release (“Waiver and Release”) in consideration of (i) VILLANOVA’s permitting the ACTIVITY and (ii) other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. VENDOR represents, acknowledges and agrees as follows:

1. VENDOR will not infringe the copyrights, trademarks, patents, trade secrets or other intellectual property of others.
2. VENDOR will only sell or offer for sale properly licensed items that it owns or is permitted to sell on behalf of the item’s owner.
3. VENDOR shall defend, indemnify, release and hold harmless VILLANOVA and its successors, assigns, trustees, officers, employees, volunteers and agents (collectively, including VILLANOVA, the “Indemnitees”) from and against all action, cause of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities (including reasonable attorneys’ fees), whether known or unknown, present or future (“CLAIMS”), to the extent that they may arise out of the acts or omissions of Vendor, its employees or agents in connection with the ACTIVITY.
4. VENDOR shall also defend, indemnify, release and hold harmless the Indemnitees from and against all CLAIMS, to the extent that they may arise from theft of and/or damage to the property of VENDOR, its employees or agents, and/or bodily injury, including death, to VENDOR, its employees or agents.

Intending to be legally bound, the individual signing below represents that he/she is authorized to sign this Waiver and Release on behalf of VENDOR.

_____ (VENDOR)

By: _____
Signature

Printed Name: _____

Printed Title: _____

Date: _____