



**- INSTRUCTIONS -**

**VENDOR DEMONSTRATION/PRODUCT DISPLAY/FREE SERVICE AGREEMENT**

- Whenever a vendor offers a “free” product/service demonstration, a Vendor Demonstration/Product Display/Free Service Agreement should be signed by the applicable vendor to ensure NO COSTS are incurred by the Town of Davie (Town).
- The agreement protects the Town in the event that the vendor believes the Town will purchase goods/ equipment /services from the vendor.
- The department requesting the demonstration shall be responsible for ensuring the vendor signs the Agreement and submits the Agreement to the requesting department and a copy to the Budget & Finance/Purchasing Division.
- Gifts/gratuities, regardless of the value, shall not be accepted from the vendor conducting a product demonstration in order to prevent even the appearance of a vendor influencing government employees to purchase the product to be demonstrated.
- Vendors must be informed that the Agreement is to be signed only by company “management officials” authorized to bind the company, not sales personnel or administrative employees.
- Upon receipt of the completed/signed form from the vendor, it must be routed to the Department Head or designated person within the requesting department, for review, approval, and signature.
- Upon Department Head approval/signature, this form must be routed to Procurement Manager for approval/signature, a signed copy must be returned to the vendor before the demonstration is performed. A copy must be retained in the official files within the requesting department and a copy provided to the Purchasing Division.
- Vendor demonstrations in public areas or other “open” areas is preferred, and not in individual offices.
- Although the terms of the vendor agreement are explicit in this regard, vendors shall also be verbally advised that execution of the vendor demonstration agreement is not to be viewed as an implied commitment from the Town to purchase or otherwise procure the products and/or services being demonstrated.



## **VENDOR DEMONSTRATION/PRODUCT DISPLAY/FREE SERVICE AGREEMENT**

\_\_\_\_\_, hereinafter referred to as the “vendor”, is authorized to conduct a demonstration, product display, or “free” service of the items/services specified herein, to the Town of Davie, Florida, hereinafter referred to as the “Town”, subject to the terms of this agreement.

### **DEMONSTRATION, PRODUCT DISPLAY, OR “FREE” SERVICE (FULL DETAILS):**

### **LOCATION OF DEMONSTRATION, DISPLAY, OR SERVICE:**

### **DATES AND DURATION OF DEMONSTRATION, DISPLAY, OR SERVICE:**

The parties to this document agree as follows:

1. Vendor demonstrations, product displays, or “free” services are conducted for the sole purpose of demonstrating the capability of particular items or services and not for fulfilling mission requirements for an interim timeframe. The examination and demonstration of items or services will in no way, expressed or implied, obligate the Town of Davie, Florida, to purchase, rent, recommend, or otherwise acquire the items being demonstrated, displayed, or furnished. Vendors will have sole responsibility for furnishing all supplies, equipment, etc., necessary to accomplish the demonstration, display, or service. On occasion, it may be desirable to furnish certain supplies and/or equipment from Town government assets to support vendor demonstrations, such as, use of electricity.

These supplies and/or equipment will not be furnished unless approved by proper Town authority. The vendor agrees to repair, replace, or fully reimburse the Town for any damage or loss incurred while the supplies and/or equipment are in his/her possession or use. Manufacture, transportation, maintenance, and demonstration of items shall be accomplished without cost to the Town. An authorized representative of the vendor furnishing the items or services for demonstration shall conduct the demonstrations. Any personnel supplied by the vendor shall be considered employees of the vendor and not of the Town. Town personnel will neither demonstrate nor endorse the vendor’s products/services. The Town assumes no cost or obligation, expressed or implied, for damage to, destruction of, or loss of such

Vendor’s Initial’s \_\_\_\_\_



equipment, or for damages or injuries resulting from the submission to the Town of defective items for demonstration. The Procurement Manager for Purchasing Manager is the duly authorized representative of the Town for purposes of this agreement.

- 2. The vendor understands that any data provided by the vendor becomes the property of the Town and the vendor does not possess a proprietary interest in any of the data provided.
- 3. The vendor will not file any claim against the Town or otherwise seek compensation for any equipment, materials, supplies, information, or services provided.
- 4. The Town shall not be bound by, or obligated to follow any recommendations of the vendor. The Town shall not be bound, or obligated, nor will it in any way give any special consideration to the vendor on future action or contracts.
- 5. In the event the Town agrees to provide any Town-owned supplies/services for use by the vendor, the following statement becomes a part of this agreement:
- 6. Vendor shall furnish the Town with a Certificate of General Liability Insurance naming the Town as additional insured with limits no less than \$1,000,000 dollars per occurrence.

**7. TOWN –FURNISHED PROPERTY/SERVICES**

- a. The Town will deliver to the vendor, for use only in connection with this agreement, the property/services described below (hereinafter referred to as “Town - Furnished Property”).

Full Description of Town-Furnished Property (i.e., use of electricity, water,):

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- b. The vendor shall maintain adequate control of Town - Furnished Property in accordance with good business practices.
- c. Unless otherwise provided in this agreement, the vendor, upon delivery of any Town-Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto; any Town property consumed in the performance of this agreement is reimbursable to the Town.

Vendor’s Initial’s \_\_\_\_\_



**VENDOR CERTIFICATION**

I, the undersigned, certify that I have read and understand the terms and conditions of this Agreement.

I further certify that I am ( ) an agent for or ( ) the sole owner of all articles submitted for demonstration, testing, or evaluation and have the authority to bind the vendor/company:

The vendor agrees to indemnify and hold harmless the Town of Davie, its agents, and employees from any and all claims or causes of action whatsoever as may be incident to or come from the Town's acceptance of and its part in the test and evaluation of any article covered by this agreement.

**VENDOR:** \_\_\_\_\_  
(Type or Print Name of Vendor/Company)

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(Signature of Vendor/Company Representative)

\_\_\_\_\_  
(Type or Print Name and Title of Vendor/Company Representative)

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**TOWN DEPARTMENTAL APPROVAL**

\_\_\_\_\_  
(Type/Print Name of Authorizing Official)

\_\_\_\_\_  
(Type/Print Title of Authorizing Official)

\_\_\_\_\_  
(Department/Division)

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(Signature of Authorizing Official)

Vendor's Initial's \_\_\_\_\_