UC SAN DIEGO TEMPORARY VENDOR APPLICATION

UC San Diego Spring 2019 Vendor Fair
Monday, April 29th – Friday, May 3rd, 2019

Completed Application, Payment, California Seller’s Permit, and Certificate of Liability Insurance must be received by Wednesday, April 3rd, 2019

VENDOR INFORMATION (Please print clearly):

Company Name: ____________________________________________________________

Contact Name: _____________________________________________________________

Email: __________________________ Phone: _________________________________

Address: __________________________ City: __________ State: ______ Zip: _______

California Seller’s Permit # (Current copy must be attached): ________________________________

Description of items to be sold (Attach pictures or website of merchandise if new vendor): ________________________________

Price range of items to be sold: ______________________________________________

Description of your Return/Exchange Policy (Must be posted at your booth): _______________________________________________________________________________________

Library Walk Location Requests (Not guaranteed): ________________________________

Vending Space Fee (Please check one. Check Weekly Parking Permit if planning to park on campus):

_____ Information Table Space $280.00 _______

_____ Weekly 10’ long x 10’ wide space $340.00 _______

_____ Weekly 15’ long x 10’ wide space $415.00 _______

_____ Weekly 20’ long x 10’ wide space $480.00 _______

_____ Weekly 30’ long x 10’ wide space $740.00 _______

_____ Weekly Parking Permits (5 permits) $40.00 _______

TOTAL: $ _______

Make checks or money order payable to: UC REGENTS
Mail Completed Application, Payment, CA Seller’s Permit, and Certificate of Liability Insurance to:
UC San Diego, Center for Student Involvement,
ATTN: Kristen Disbro Berg
9500 Gilman Drive, MC 0078
La Jolla, CA 92093-0078
This agreement entered into this __________ of __________, 2019 between the REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called “REGENTS”, on behalf of the San Diego Campus of the University of California, hereinafter called “UCSD” and hereinafter called “VENDOR”.

WHEREAS, UCSD has agreed to permit temporary vendor sales on the UCSD campus as defined in the policy and procedures; WHEREAS, vendor desires to sell merchandise at UCSD and vendor has secured a departmental sponsor through the department of Center for Student Involvement; and WHEREAS, UCSD has established regulations concerning the sale of merchandise at UCSD.

NOW THEREFORE, in consideration of being permitted to enter, visit and use space to vend merchandise at UCSD it is agreed as follows:

The UCSD Vendor Sales Policy and Temporary Vendor Permit are attached to and hereby incorporated into this Agreement.

Conditioned upon final sponsoring department approval, UCSD grants vendor permission to sell merchandise under the following requirements:

1. VENDOR has read and fully understand the UCSD Vendor Sales Policy.
2. VENDOR confirms that the merchandise meets UCSD Vendor Sales Policy and all applicable state and federal requirements.
3. VENDOR confirms that he/she has the legal right to sell the merchandise and that the merchandise may be legally sold in California.
4. VENDOR in the capacity of a seller is not acting as an employee or agent of UCSD or REGENTS and shall make no representations which may indicate an endorsement or guarantee by UCSD or REGENTS of the merchandise sold.
5. VENDOR shall defend, indemnify, and hold harmless REGENTS, its officers, employees, and agents from and against any losses and expenses, claims, suits, or other liability including product liability resulting from injury to any person or damage to property arising out of or in any way connected with the VENDOR’s exercise of this Agreement, provided such injuries to persons or damage to property are due to the acts or omissions of VENDOR, its officers, employees or agents, or the products manufactured or sold by them.
6. Upon department approval VENDOR shall be issued a copy of the Temporary Vendor Permit which specifies date and location for the sale of merchandise, with an approved copy posted at the vending site.
7. VENDOR must prominently display at all times their policy regarding returns, refunds and or/exchange of merchandise.
8. VENDOR understands that should he/she violate the UCSD Vendor Sales Policy, or any law applicable to VENDOR’S activities at UCSD, the Agreement shall be terminated and the UCSD Temporary Vendor Permit revoked.
9. This agreement shall automatically terminate upon expiration of the Temporary Vendor Permit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned.

For the VENDOR: ________________________________
Signature

For the REGENTS: ________________________________
Signature
Liora Kian-Gutierrez, Interim Executive Director

Printed Name

Printed Name
I. STANDARDS OF CONDUCT:
To create a welcoming campus environment for all members of our diverse campus community, UC San Diego (UCSD) strives to maintain a climate of fairness, respect, and professionalism. As vendors on the UCSD campus, you play an important role in helping to maintain this climate. Accordingly, as a condition of participation in the Vendor Fair, vendors must adhere to standards of conduct that will maximize the benefits of the Fair for the campus community. Vendors may not engage in inappropriate, unprofessional, or disruptive behaviors, including, but not limited to:
- Shouting at patrons or community members
- Harassment, which may include initiating or persisting in unwanted conversations or impeding ingress to or egress from a booth or any other part of the Fair
- Offensive jokes, comments, remarks, or statements
- Discrimination on race, ethnicity, gender, age, disability, sexual orientation, religion, and/or political beliefs

The criteria for selection of vendors include:
- Desirability of the items or product
- Originality of the items or product
- Past performance during previous Vendor Fairs
- Price point of items
- Number of vendors selling similar items
- Student feedback
- Timeliness of application

Vendors are invited to participate in the Vendor Fair at the sole discretion of The Center for Student Involvement.

II. LOADING/UNLOADING:
- 6:00am – 7:00am: Vendors can drive their car/vans onto Library Walk and unload at their assigned space
- 7:00am: All cars/vans must be off Library Walk
- 7:00am – 9:00am: Vendors can park their cars in the designated loading/unloading zones
  - Vendors will not be permitted to enter the loading zones after 8:45am
- 9:00am – 5:00pm: Vendor Fair is open for business
- 5:00pm – 6:00pm: Vendors can park their cars in the designated loading/unloading zones
- 6:00pm: Cars/vans are allowed back on Library Walk
- 6:00pm – 7:00pm: Vendors can drive their cars/vans onto Library Walk and load at their assigned space
- Failure to adhere to the Loading/Unloading policies above will result in a $50 fine per incident

III. LOCATION:
Library Walk, adjacent to the Price Center. Concrete thoroughfare with high student traffic. (Location may be changed without notice.) Please be aware that the Library Walk is considered a free speech area, therefore, the CSI office is not responsible for any of the free speech activities occurring on the Library Walk and its effects on student traffic.
IV. SPACE ASSIGNMENTS:
- Your space assignment will be sent to you with your acceptance letter via email.
- If Parking Permits are purchased with the application, they will be delivered to you on the first morning of the fair between 6:00am-7:00am.
- Once your space is assigned, there will be no changes prior to or during the Vendor Fair under any circumstances.
- The CSI office reserves the right to add or remove spaces relative to the Vendor Fair Map as needed.
- The CSI office does not guarantee vendors any specific location within the Vendor Fair. We reserve the right to assign space at our discretion.
- All vendors are responsible for cleaning up their area daily. The CSI office has provided dumpsters for disposal, located along Library Walk. All boxes should be broken down before disposal.

V. EQUIPMENT:
- All vendors must provide their own tables, chairs, tents and any other necessary equipment.
- The vendor has the option to leave equipment at the vending site overnight, however neither the CSI office nor the University of California are responsible for any damage or theft of any equipment or merchandise.
- The CSI office recommends a dolly or hand truck for when driving privileges on Library Walk end at 7:00am each morning and do not resume till 6:00pm each evening.

VI. PARKING:
- A PERMIT IS REQUIRED TO PARK ANYWHERE ON THE UC SAN DIEGO CAMPUS. Discounted permits are available for purchase as part the fee schedule portion of this application.
- Additional daily permits can be purchased at any of the campus information booths (see campus map, https://maps.ucsd.edu/map/default.htm).
- The CSI office is not responsible for lost parking permits or parking tickets.
- Parking instructions are indicated on the front and back of the One Day Parking Permit. Vendors are responsible for filling out the parking permit and parking in valid locations.
- Campus Police will ticket those vendors who are not loading or unloading in the Loading Zones.
- Additional weekly permits may be purchased from the UC San Diego Parking Office or Vendor Fair Coordinator, if available.

VII. IN THE EVENT OF WEATHER
There will be no refunds due to weather. Canopies must be properly constructed and anchored. For safety and security, UC San Diego may require vendors to use additional weights to secure their canopy, or require the vendor to dismantle the canopy due to windy conditions. Please note, however, it is NOT the responsibility of UC San Diego to instruct vendors how to construct or dismantle its canopy. Vendor will hold UC San Diego harmless from and indemnify UC San Diego against any injury or liability resulting from Vendor use, construction, or removal of Vendor canopy at any time or for any reasons including, but not limited to, windy conditions.

VIII. CANCELLATIONS
- There will be NO REFUNDS after Friday, April 19th, 2019
IX. LIABILITY INSURANCE

- All vendors must hold Tenant User Event Liability Insurance or overall Liability Insurance. If you currently have such insurance, please be sure to review your current policy to ensure that it matches the requirement for Tenant User Event Liability Insurance that is required by the University. To review all the minimum insurance requirements for contractors/external vendors, please review the UC Office of the President’s liability coverage website - https://www.ucop.edu/risk-services/risk-financing-claims/index.html

- If you do not already have insurance or are unable to obtain the required insurance from your own provider, Mercer is an alternative option. Please visit the UCSD Mercer website (https://ucsd.campusconnexion.uc.com/other-constituents/tenant-user/event-vendor-liability.html) for your insurance needs. Go to “Liability Application” and complete the information as requested once clicking on the link. You are considered a “Vendor-Exhibitor” at a “Vendor/Exhibitor” event, taking place on Library Walk, with no alcohol or Garagekeeper needed.

- The University requires a minimum of $1,000,000.00 per occurrence and $2,000,000.00 aggregate for comprehensive general liability and property damage covering activities for general use of University Properties. The University requires auto liability in the amount of $1,000,000 covering any vehicles brought to campus and worker’s compensation coverage meeting stator requirements. Again, please review all the minimum insurance requirements for contractors/external vendors - https://www.ucop.edu/risk-services/files/general_ins_limits_rev111313.pdf

- The University shall be furnished with a Certificate of Insurance naming THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as ADDITIONAL INSURED. Please include on your insurance:

- Certificate Holder Information exactly as shown below:
  - The Regents of the University of California
  - Center for Student Involvement
  - La Jolla, CA 92093-0078
  - Additional remarks box above the Certificate Holder must include: The Regents of the University of California is named as additional insured.

I have read and understand the above information and agree to abide by the rules and policies set forth by the Center for Student Involvement office (CSI). If I break or ignore any of the policies outlined above, my participation in the Vendor Fair, as well as any future Vendor Fairs, will be jeopardized. I also understand that all Vendor Fair selections are the sole responsibility of and will be made at the discretion of the CSI office. In addition, CSI has the right of first refusal in regard to vendor selections.

Vendor Name (Please print): __________________________________________________________

Vendor Signature: __________________________________________ Date: _____________________