

Important: Please print neatly or complete electronically

2023-2024 VENDOR AGREEMENT

This document must be completed before you vend on campus each year!

Date of Application: _____ SSN/Tax ID _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Primary Vendor Contact: _____ Title: _____

Phone: (____) _____ E-mail: _____

Detailed description of product/service: _____

Requested Dates for Student Alumni Union ("SAU") Lobby:

In consideration of RIT's permission to engage in vending activities on university property, the vendor agrees to the following terms and conditions:

- To be sponsored by an officially recognized RIT department, organization, or club; and
- To arrange with the sponsoring department, organization, or club through the Vending Graduate Assistant (Center for Campus Life), a place to conduct the business and to complete the vending agreement.
- **To pay the following per table/per day fees: All fees are non-negotiable.**

Non-RIT (External) Vendors

One (1) table- \$50.00

Two (2) tables- \$75.00

Three (3) tables- \$85.00

RIT Faculty/Staff/Alumni Vendors

One (1) table- \$25.00

Two (2) tables - \$35.00

Three (3) tables- \$45.00

- Permission to move outside of the SAU for vending purposes must be granted no later than 10:00 AM on the day of your vending by Sr. Associate Director, Campus Life Complex, Laura Hellwig; you can contact her at (585) 475-5658.
- Vendors must pay table fees to the Vending Graduate Assistant or their designee with a credit card, certified check, or cash.
- **Vendor agrees to at all times comply with all RIT policies and procedures, as they may be amended from time to time at RIT's sole discretion. In the event of a conflict between the terms of this Agreement and an RIT policy and/or procedure, the policy and/or procedure shall govern.**
- **Vendors will not use the official name, trademarks, logos, seal, letterhead, pictures, records, or any other representations of the university in promoting the business and will not, in any other way, imply a university endorsement of the product or service being sold.**

- **All advertisements, contracts, and promotional materials shall comply with Center for Campus Life posting procedures to be found on the Campus Life website.**
- NO solicitation, recruitment, or network marketing by any vendor. There shall be no solicitation of credit cards.
- No selling of candles or other open flame devices, incense and potpourri, health/energy drinks, cosmetics, CBD oil, torchier style lamps, including but not limited to those that use halogen, incandescent or fluorescent bulbs, fog machines, and similar devices allowed.
- **No selling of tapestries and/or other fabric wall hangings (including flags).**
- Vendors shall provide a 100% money-back guarantee on all goods or services upon request of the purchaser, the Sr. Associate Director, Campus Life Complex, and/or the Director of Procurement Services.
- **Vendor shall comply with the following Vending policies and procedures:**
 - A **maximum of three tables** per vendor/per day may be reserved.
 - Vendors may not conduct vending activities on campus more than **fifteen days per semester** without special permission.
 - **Vendors must remain in their designated spaces and may not assume additional space.** External tables are prohibited. No more than one external rack/display (ones that do not go on top of the table) are allowed. Vendors who assume more than their allotted space will be assessed a \$25.00 fee and future requests to vend will be denied.
 - All Vendors must stay behind their allotted table at all times-NO SOLICITING is allowed elsewhere in the lobby or building. NO DOOR-TO-DOOR SOLICITING is permitted in RIT residence halls or in offices and departments. Merchandise may not be displayed in such a way as to cover lobby display cases.
 - Vending may occur in the **Student Alumni Union Lobby Monday through Friday 8:30 AM-5:00 PM.**
 - Six-foot tables are provided for vendors in the SAU lobby- **Only RIT tables are allowed.**
- Inform the Vending Graduate Assistant of all cancellations at least 24 hours prior to confirmed dates. Failure to do so will result in no return of payment and/ or may result in loss of vending privileges at RIT.
- Understand that permission to sell at the university is granted by RIT and the Center for Campus Life and permission may be suspended or revoked at any time by an official representative of RIT, the department, a member of the sponsoring organization, a member from the Department of Public Safety and/or the Department of Parking and Transportation, upon their sole discretion with or without cause. Suspension of privileges may result from activities, which include, but are not limited to:
 - (a) sales activity or conduct of the vendor which fails to comply with the terms of this agreement, the general regulations of vending procedures;
 - (b) failure to comply with any university policy or procedure (including, but not limited to, security, fire safety, parking, and traffic regulations) or the instruction of university officers and/or officials. **Vendors can contact the RIT Parking and Transportation Office at (585)-475-5000 or at the Welcome Center to obtain a visitor pass;**
 - (c) present a potential, perceived, or actual danger to the university community or any university property;
 - (d) impair normal operation of the university, its students, or its employees;
 - (e) rudeness to staff, students, or any member of the RIT community.
- **The right to vend at the university does not grant any exclusive rights to the vendor, including but not limited to the right for exclusive sale at a particular date and time.**
- No responsibility is assumed by, nor will the university be responsible for, any money or losses incurred by the vendor due to any reason, including but not limited to fire, theft, vandalism, customer default, or personal liability.
- Vendors can include their New York State Tax ID on the Vendor Agreement Form. The vendor is responsible for reporting his/her own taxes quarterly to New York State.
- Privileges are granted only for the time period indicated on each vendor agreement form.

- Requests for additional tables and extended vending days may be made in writing to the Vending Graduate Assistant (mpgcl@rit.edu) and appealed to the Sr. Associate Director, Campus Life Complex, Laura Hellwig (lhcl@rit.edu).
- The privilege to vend at RIT is non-exclusive and non-transferable.
- All food sales must receive prior written approval by the Executive Director of Dining Services (or his/her designee) through the Center for Campus Life and comply with state/local health laws.
- Vendor will accept full responsibility (including financial) for any costs incurred by the university as a result of Vendor's actions or omissions, including those of the Vendor's employees or agents.
- Vendor shall be an independent contractor with no authority to bind RIT and shall have no other relationship to RIT while acting as a vendor pursuant to this agreement.
- Vendor shall, to the fullest extent permitted by law, defend with competent counsel, indemnify and hold harmless RIT, its employees, officers, trustees, and/or agents from and against all liabilities, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Vendor's use of RIT's premises.
- If the vendor is a minor, a parent or legal guardian must complete and sign the vending contract and must be present during the full vending timeframe.
- **COVID Compliance:**
 - Vendors are required to complete any and all COVID compliance procedures, per university guidelines, prior to arriving on campus. Current policies can be found at www.rit.edu/ready/visitors-to-campus. Failure to comply can result in loss of vending reservation.
 - Reservation dates may be subject to last-minute changes or cancelations as a result of university policies.

Vendor's signature: _____

Date: _____

Graduate Assistant's signature: _____

Date: _____

Sr. Associate Director's signature: _____

Date: _____

**You may mail your vending agreement to: Laura Hellwig, Rochester Institute of Technology,
Campus Center Building 3 – Suite 1030, 34 Lomb Memorial Drive, Rochester, NY 14623**