

UC SAN DIEGO TEMPORARY VENDOR APPLICATION

UC San Diego Spring 2022 Vendor Fair
Monday, April 25 – Friday, April 29, 2022

VENDOR INFORMATION *(Print clearly):*

Company Name: _____

Contact Name: _____

Email: _____ Phone: _____

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):* _____

Vendor Fair Fees: *(Check booth size requested. Check "Weekly ParkMobile Promo Code (5 days)" if planning to park on campus during the week.)*

_____ 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 ParkMobile Promo Code (5 days)	\$25.00	\$ _____
_____ Early Set-Up Fee (On Sunday, 4/24/22 between 11:00am-2:00pm)	\$50.00	\$ _____
	TOTAL:	\$ _____

Make checks or money order payable to: UC REGENTS

Mail Completed and Signed 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

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UC SAN DIEGO VENDOR AGREEMENT

This agreement entered into this _____ of _____, 2022 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. NO WARRANTY. UNIVERSITY MAKES NO WARRANTY WITH RESPECT TO THE SAFETY OF THE PREMISES WITH REGARD TO ANY INFECTIOUS DISEASE.
7. In return for being permitted to participate in the UC San Diego Vendor Fair, including any associated use of the premises, facilities, staff, equipment, transportation, and services of the University, I, for myself, heirs, personal representatives, and assigns, **do hereby release, waive, discharge, and promise not to sue** The Regents of the University of California, its directors, officers, employees, and agents from liability **from any and all claims, including the negligence of The University**, resulting in personal injury (including death), accidents or illnesses including the acquisition of or exposure to any infectious disease, or property loss, in connection with my participation in the UC San Diego Vendor fair and any use of University premises and facilities.
8. 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.

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9. VENDOR must prominently display at all times their policy regarding returns, refunds and/or exchange of merchandise.
10. 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.
11. 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:

For the REGENTS:

Signature

Signature

Emily Trask, Center for Student Involvement Executive Director

Printed Name

Printed Name

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UC SAN DIEGO VENDOR SALES POLICY

I. STANDARDS OF CONDUCT:

To create a welcoming campus environment for all members of our diverse campus community, UC San Diego strives to maintain a climate of fairness, respect, and professionalism. As vendors on the UC San Diego 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. COVID-19 PREVENTION

- All vendors and their employee's working their business on-site at UC San Diego during the Vendor Fair are encouraged to test for COVID-19 within 24 hours of the first day of the event.
- All vendors and their employee's working their business on-site at UC San Diego during the Vendor Fair are encouraged to wear a mask during the week-long event.
- Do not come to campus if:
 - You are experiencing or have had COVID-19 symptoms within the past 14 days. See associated symptoms on the CDC website.
 - If you believe you may have been in recent contact with someone who tested positive for COVID-19

III. LOADING AND UNLOADING HOURS

- All loading and unloading must take place during the designated times below during the fair dates (Monday, April 25 – Friday, April 29, 2022) unless the early set-up fee is selected and paid.
 - 6:00am – 7:00am: Vendors can drive their vehicles onto Library Walk and unload at their assigned space
 - **7:00am: All vehicles must be off Library Walk**
 - 7:00am – 9:00am: Vendors can park their vehicles 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 vehicles in the designated loading/unloading zones
 - 6:00pm: Vehicles are allowed back on Library Walk
 - 6:00pm – 7:00pm: Vendors can drive their vehicles onto Library Walk and load at their assigned space
- Failure to adhere to the Loading and Unloading hours above will result in a \$50 fine per incident

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IV. EARLY SET-UP:

- Vendors selecting to pay the Early Set-Up Fee of \$50 may set-up their booths on Library Walk the Sunday before the event on Sunday, April 24, 2022, between the hours of 11:00am-2:00-pm.
- There is no early set-up outside these designated hours.
- Vendors will be fined \$50 if they set-up outside these designated hours.
- All other set-ups must happen during the Loading and Unloading hours detailed above.

V. LOCATION:

- Library Walk, adjacent to the Price Center, our Student Union. Concrete thoroughfare with high student traffic. (Location may be changed without notice.) Please be aware that Library Walk is considered a free speech area, therefore, the CSI office is not responsible for any of the free speech activities occurring on Library Walk and its effects on student traffic.

VI. SPACE ASSIGNMENTS:

- Your space assignment will be sent to you with your acceptance letter via email.
- 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 to 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.

VII. 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.

VIII. PARKING:

- **A PERMIT IS REQUIRED TO PARK ANYWHERE ON THE UC SAN DIEGO CAMPUS.**
- Discounted permits are available for purchase as part of the fee schedule portion of this application.
- The University's Transportation Services no longer has physical permits.
- Vendors purchasing the "Weekly ParkMobile Promo Code (5 days)" will need to do the following
 - Download the ParkMobile app to your smart phone
 - Create a ParkMobile account
 - Vendor will be provided with the zone number and promo code information in their confirmation email.
 - The promo code will drop the parking price down to \$0.
- Additional daily permits can be purchased via the ParkMobile app.
- The CSI office is not responsible for lost promo codes, inaccurate use of the ParkMobile app, or parking tickets.
- Vendors are responsible for parking via the ParkMobile app and parking in valid locations.
- Campus Police will ticket those vendors who are not loading or unloading in the Loading Zones.
- Instructions and additional information about the ParkMobile app can be found on the Transportation Services website: <https://transportation.ucsd.edu/commute/pay-by-app.html>

IX. 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

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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.

X. APPLICATION DUE DATE

- Complete applications including payment, Certificate of Liability Insurance, and CA Seller's Permit are due to the Center for Student Involvement by **Monday, April 11, 2022**

XI. CANCELATIONS

- There will be **NO REFUNDS** after **Wednesday, April 20, 2022**

XII. LATE APPLICATIONS

- There will be **NO LATE APPLICATIONS ACCEPTED** after **Friday, April 15, 2022**

XIII. CALIFORNIA SELLER'S PERMIT

- All Vendors must hold and submit a copy of their California Seller's Permit to be accepted to the fair. Your application will not be complete and accepted till the permit is submitted. The California Seller's Permit must be included with each application, even if you have participated in the Fair previously.

XIV. 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-insurance/resources/certificates.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.campusconnexionsuc.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 "Exhibitor/Vendor" at a "Exhibitor/Vendor" 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 statutory limits. 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
9500 Gilman Drive, 0078
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 (CSI) office. 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

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responsibility of and will be made at the discretion of the CSI office. In addition, the CSI office has the right of first refusal in regard to vendor selections.

Vendor Name (*Please print*): _____

Vendor Signature: _____ Date: _____