

University of Massachusetts Dartmouth

Table Space Request and Agreement

Vending ♦ Sales ♦ Product Promotion ♦ Sampling ♦ Business Services
Conference and Event Operations
285 Old Westport Road
Dartmouth, MA 02747
508-999-8143

This agreement serves as a table request and legal agreement for vendors, businesses and non-profit organizations that wish to obtain table space at UMass Dartmouth. Table space may be requested for vendor sales, marketing, product sampling, and provision of services or product demonstrations. There two areas of tabling locations at UMass Dartmouth; the MacLean Campus Center and The Grove Dining Hall.

Office Use - Received By: _____	Date: _____	Obtained via (circle): Walk-in – Phone – Email – Fax
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Vendor/Organization/Business Name (Herein referred to as "Vendor"): _____

Primary Contact: _____ Phone #: _____

Address: _____ City, State, ZIP: _____

Email: _____

Preferred Date(s): _____

Preferred Location(s) _____

Please describe the products/services/organization or items that you wish sell/showcase at your table. If you are selling items, please list the price ranges of the items. Please read #2 on the next page for a list of prohibited products/activities.

By signing below, you agree to: 1.) Adhere to all applicable University of Massachusetts Dartmouth policies and laws of the Commonwealth of Massachusetts, as they apply to this table request. 2.) Read and abide by the policies, protocols and prohibited products outline tabling policies (see below). 3.) This is a request to sell/vend or promote a product/service via a table at UMass Dartmouth. I understand that I will be contacted by a University Representative to confirm the date(s), time, and location of tables. 4.) I understand that if requested by the University, I am required to provide a Certificate of Insurance with no less than \$100,000.00 in General Liability insurance and include additional insured status requirements. Said insurance must comply with the requirements set forth by the University. The vendor acknowledges and agrees that the University of Massachusetts Dartmouth's policies, applicable laws of the Commonwealth of Massachusetts, Policies, Protocols and Prohibited Products document (next page), and vendor's insurance certificate are incorporated herein by reference, with the same force and effect as if their full text was inserted hereinto.

Organization/Vendor/Business Point of Contact:

Signature: _____ Date: _____

University of Massachusetts Dartmouth

POLICES, PROTOCOLS AND PROHIBITED PRODUCTS

Vending ♦ Sales ♦ Product Promotion ♦ Sampling ♦ Business Services

1. Deadlines and Liability: The vendor must complete and return this form a minimum of five (5) business days prior to the date(s) requested. Within three (3) – five (5) business days you will receive an email confirmation with the date(s), time and location of table set-up. A vending reservation cannot be shared or transferred to another group. Note: The University may require you to provide a Certificate of Insurance with no less than \$100,000.00 in General Liability insurance with the inclusion of additional insured status, as required by the University.

2. Prohibited Products and Activities: Prohibited products include, but are not limited to travel services, insurance products, promotional products, credit cards, utilities, mortgages or other loans, and/or subscriptions to any product or service. In addition, the sale of items already provided by an existing campus vendor, such as books, food, etc. will require special approval. The University of Massachusetts Dartmouth does not endorse or approve the misrepresentation of trademarks, copyrights or advertising by vendors. Any materials distributed should adhere to common sense guidelines of decency and appropriateness for the University's diverse population. Vendors/organizations and businesses are not permitted to collect or solicit contact information, email addresses, phone numbers or other personal data from students/faculty/staff unless they received prior written permission from the University to do so. If the University determines the vendor is in breach of this term, the vendor will be asked leave and vendor/organization shall vacate the facility immediately and forfeit any advance payments.

3. Food Vending or Sampling: Food vending or sampling is not permitted. Any exceptions to the sale or distribution of food products must be approved by the venue hosting your event and UMass Dartmouth's Dining Services. Food vending is restricted to a four-hour time period and may be restricted to certain locations. Please connect with the venue to request an exception to this policy.

4. Tabling Fees: The daily fee is \$75.00 for an 8ft space with one 6' ft. tables and two chairs provided by UMass Dartmouth, \$35.00 for each additional table (same day request). \$35 for each additional table (same day request). Requests for additional resources and services such as easels, coat racks, tables, and space may increase the cost for each reservation. **Payment:** Advance payment is required to the Conference and Event Operations Office. Payments are accepted via personal/business check or certified bank check **only**. Except as part of a scheduled 'vendor fair' only one vendor per space are allowed per day.

5. Tabling & Vending Constraints: Vending hours are Monday – Friday 10:00am to 3:00 pm. Persons staffing a vendor table must remain at their table at all times. The University is not responsible for any items lost or stolen.

6. Liability: By signing the reverse, vendor agrees that the University of Massachusetts Dartmouth shall not be held liable for any act or omission, loss, expenses, claim, suit, injury to person(s) or damage to property, harm or false promises resulting from the quality of products and services provided by the vendor, or any other liability arising from or related to the vendor's exercise of this Agreement, which is caused by the vendor, its officers, employees, agents, contractors, or the products manufactured or sold by vendor. Fraudulently represented products or trademark misrepresentation are federal crimes and the University will cooperate in the prosecution of violators. The validity, interpretation and effect of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The organization/vendor shall not represent or imply that it is affiliated in any way with the University other than as a licensee, and organization/vendor shall not represent or imply that its activities are endorsed or approved by the University.

7. Indemnification of University. The Vendor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) arising out of or resulting from the performance of the services performed by the Vendor, its agents, servants, employees, or subcontractors under this Agreement, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Vendor its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Vendor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Agreement of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Agreement.

8. Confirmation and Check-in: Table requests will be approved or denied within three (3) – five (5) business days by the venue. Requests may be denied for reasons of duplication of services, safety concerns, prohibited products, liability concerns or if your request conflicts with the mission of the university or existing university policies and procedures. Organizations are required to check-in upon with the Conference and Event Operations office arrival, prior to setting up their table display or promotional items

9. Parking: All vendors will receive a Parking Permit for Lot 5 prior to their arrival on campus. Parking Permit will need to be printed and placed on dashboard of vehicle. Parking in any other lot or not displaying permit may result in ticketing. Visitor parking permits can be obtained at the following website: https://umassd.t2hosted.com/cmnauth_ext.aspx

10. Cancellation: Weather or other states of emergency may require the closing of the campus. If this occurs on a confirmed date, a new date may be selected by mutual agreement of the venue and the organization. If advance payment has been received, cancellation or date changes must be made by the vendor/organization within five (5) business days of the event, or the organization will forfeit any paid fees.