



## UNIVERSITY OF SOUTHERN CALIFORNIA VENDOR RESERVATION POLICIES

The University agrees to provide facilities and services as listed below and the Vendor agrees to compensate the University for those facilities and services and adhere to all rules and regulations in accordance with the terms and conditions listed below.

### 1. Reservations and Selling Hours

- a. Reservations are for the venue(s) and facilities at the date(s) and time(s) and for the event(s) described on the Event Status Report provided by the USC Scheduling Office.
- b. Selling hours are for the date(s) and time(s) and for the event(s) described on the Event Status Report.
  - i. Vendor may begin setting up during the setup time described on the Event Status Report attached to this Agreement and must vacate the premises no later than 1 hour after the end time of the event(s) described on the Event Status Report attached to this Agreement.
  - ii. Vendors must check in with the Tutor Campus Center front desk upon their arrival to campus in order to receive their equipment.
  - iii. All equipment must be returned to the Tutor Campus Center staff no later than 5:00pm on the date of the reservation.

### 2. Permits

- a. All Vendors must have a valid Seller's Permit (issued by the State Board of Equalization) to sell on campus. To obtain this document please use one of the methods below:
  - i. **Website:** [www.boe.ca.gov/info/reg.htm#sales](http://www.boe.ca.gov/info/reg.htm#sales)
  - ii. **Phone:** 800-400-7115
  - iii. **They do not have a single address. They have addresses for thirty field offices on their site.**
- b. Vendors must furnish this document at the time the reservation(s) is(are) made. A copy will be kept on file with the reservation(s). Vendor must also have a copy of the Seller's Permit posted at the Vendor space or table at all times.
- c. Upon University approval and signing of this facilities and services agreement, the Vendor will be supplied with a USC Vendor Permit. Vendors must have the USC Vendor Permit posted at all times while selling on campus.

### 3. Parking

- a. Vendors may park their vehicle in the parking lot designated by the USC parking attendant upon the Vendor's arrival. No cars may ever be parked on the west side of Trousdale Parkway due to Fire Regulations.
- b. Vendor must purchase a parking pass from the parking attendant upon entry into the University, and availability is subject to change on a daily basis.
- c. In addition to the above, Vendors may also utilize the metered parking lots on and around campus.

#### 4. Facilities and Equipment

- a. The University agrees to provide the following facilities and equipment for the Vendor as follows:
  - i. One 10' x 10' space in a position designated by the University
  - ii. One 10' x 10' USC Canopy with 4 sandbags.
  - iii. One 4' table
  - iv. Two cardinal, standard plastic folding chairs
- b. The Vendor display may not exceed the 10' by 10' space.
  - i. Vendor will be fined \$25.00 for every square foot, or fraction thereof, the set up or merchandise exceeds their designated 10' x 10' space.
- c. Vendors may not hang any merchandise from the canopy. Any merchandise hung from the canopy will result in a \$75 fine in addition to any canopy damage costs.
  - i. Vendors may hang banners from the canopies as long as they are pre-approved by the Operations Staff.
- d. Vendor shall not take equipment from other areas without prior written consent.
- e. Vendor shall not use their own canopy; however, they may use their own table and chairs, if they so desire.
- f. All equipment provided by, and to be used by, Vendor requires prior approval by the University.

#### 5. Financial Agreements

- a. Standard Charges
  - i. The standard charge for one 10' x 10' space is \$225.00 per space per day – Monday through Thursday.
  - ii. The standard charge for one 10' x 10' space is \$150.00 per space per day on Fridays
- b. All reservations must be paid in full via cash, cashier's check, credit card or money order no later than 2 weeks prior to event.
- c. Reservations not paid for 2 weeks in advance of the event date will be automatically cancelled and will not be rebooked.
- d. Cleaning and Damage Fees
  - i. The Vendor reserving space assumes responsibility for the condition of the facility or equipment after the event. It is the responsibility of the Vendor to return that facility and the equipment to the state at which it was prior to the event. Failure to do so incurs a financial obligation for repairs and/or cleaning.
    1. This includes returning equipment to the appropriate location and picking up trash and disposing of it.
- e. Additions or Deletions
  - i. Any additional facilities and equipment not specified in this agreement are subject to additional charges.
  - ii. These charges will be included in a balance due bill presented to the Vendor by the University within one week following the event.
  - iii. Any additions or deletions from this agreement must be initialed and dated by the University and a representative of the Vendor.

#### 6. Cancellations and No-Shows

- a. Cancellations must be submitted in writing to the Scheduling Office at least 2 weeks prior to the event date to receive a full refund or date credit. Cancellations received within 2 weeks of the event date will result in a loss of all fees.
- b. Reservations which are not completed (missing payments or paperwork requirements) by the due dates listed on the Event Status Report attached to this agreement will automatically be cancelled and will not be rescheduled until all reservation requirements are received.
- c. If a Vendor fails to show up to his/her scheduled date and time, the Vendor forfeits all fees and deposits.

## **7. Insurance**

- a. Vendor must provide proof of the following insurance:
  - i. General Liability – Limits: \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products aggregate
  - ii. Automobile Liability – Limits: \$1,000,000 combined single limit
    1. Required if vendor needs to bring their vehicles on our campus to drop off the equipment
  - iii. Workers Compensation – Limits: California Statutory Coverage
    1. Required if vendor is bringing employees on our campus

## **8. Time Limit**

- a. This agreement is not binding until the Event Status Report is countersigned by the University of Southern California and signatory approvals have been obtained. The University will honor its terms, the rates or charges and the availability of facilities and services for fourteen (14) days from the date of mailing this agreement to its receipt back signed for Vendor. After that, it will be subject to change and availability.

## **9. Trademarks and Licensing**

- a. Vendor agrees that nothing in the Event Status Report or Vendor Reservation Policies shall give the Vendor any right, title or interest in any USC trademark, trade name or logo or imply any endorsement by the University for the service(s) being offered.

## **10. Additional Approvals**

- a. Vendor must obtain appropriate approvals from the University of Southern California Bookstore if merchandise may be in competition with goods already available through established on campus sources. The University Bookstore requires a sample of the merchandise to be sold as before approval will be granted.
- b. Necessity for the University Bookstore approvals signature is determined by the USC Scheduling Office.
- c. Upon approval of the merchandise, the University Bookstore representative will sign and date this agreement. The University Bookstore reserves the right to refuse approval of the sale if the merchandise of service competes with bookstore business.

## **11. Inclement Weather Policy**



- a. In the event of rain or other inclement weather (determined at the discretion of the Scheduling Office) the following policy applies.
  - i. Full credit will be considered for reservations cancelled via the phone or email no later than 9am on the date of the reservation.
  - ii. Half credit will be considered for reservations cancelled by 12:00pm on the date of the reservation.
  - iii. No credit will be given for reservations cancelled after 12:00pm on the date of the reservation.
- b. If the University, at its sole discretion, must cancel an event due to circumstances out of its control, including, without limitation, weather, loss of power or emergency, the University is not obligated to refund or reschedule the event.

## **12. Additional Rules and Regulations**

- a. The University does not prohibit more than one vendor selling the same merchandise and/or services (i.e. more than one jewelry vendor may be permitted on the same day).
- b. Vendors may not try to attract persons to their booth from beyond their space.
- c. Vendors may not solicit or advertise outside of the designated 10' x 10' space.
- d. Vendors must not tape or attach promotional materials to any part of the University buildings, including windows, railings, etc.
- e. Vendors must supply all customers with a phone number and/or address for customers having a concern or problem.
- f. Vendors may only sell or promote the merchandise and/or services that are stated and approved at the time the reservation is made.
- g. Vendors may neither sub-rent their space, in whole or in part, nor share spaces with other vendors.
- h. All vendor furniture, merchandise and equipment must be removed by 6:00pm.
- i. No furniture, materials or equipment may be left overnight. Anything left 1 hour after the end time of the event(s) described on the Event Status Report (attached to this Agreement) will be subject to disposal.
- j. The volume of radios, CD players, etc. must be played soft enough so as not to be heard from beyond five feet of the space perimeter.
- k. The individual making the reservation is responsible for informing all representatives of all University guidelines.
- l. Vendors are not permitted to solicit credit card offers on campus. If a vendor in any way offers or advertises credit cards to students, said vendor will be removed from campus, all future reservations will be cancelled without refund, and the vendor will not be permitted to return to campus for a minimum of two years.



- m. USC emblem products intended for sale during fund-raisers must be manufactured by a vendor that is licensed by USC. A licensed vendor has a contract with USC that specifies quality standards and services and recognizes that USC insignia are protected trademarks. A list of licensed product manufacturers may be obtained from the Trademarks and Licensing Services Web site at [www.usc.edu/trademarks](http://www.usc.edu/trademarks), or in Parking Structure X 103 (adjacent to Gate 3, USC McCarthy Way and Figueroa), (213) 740-5222.
- n. In the state of California, raffles and lotteries are illegal if a person is required to purchase a ticket or make a donation in order to be eligible to win the contest.