

Vendor Agreement

University of California, Irvine

This Agreement is entered into this ____ day of _____, 20____, between the REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called "REGENTS", on behalf of the Irvine Campus, hereinafter called "UC Irvine" and _____, hereinafter called "VENDOR".

WHEREAS, UC Irvine has agreed to permit temporary vendor sales on the UC Irvine campus as defined in the policy and procedures;

WHEREAS, vendor desires to sell merchandise at UC Irvine and vendor has secured a UC Irvine departmental sponsor; and

WHEREAS, UC Irvine has established regulations concerning the sale of merchandise at UC Irvine.

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

The Sec. 900-16: Policy on Temporary Access to University Properties by Off-Campus Vendors and Commercial Entities and the Temporary Vendor Permit are attached to and hereby incorporated into this Agreement.

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

- 1) VENDOR is considered an invited guest on campus and is responsible for keeping their assigned vending site neat, orderly and free from trash.
- 2) VENDOR confirms that the merchandise meets Sec. 900-16: Policy on Temporary Access to University Properties by Off-Campus Vendors and Commercial Entities and all applicable state and/or federal requirements, including requirements for paying sales tax.
- 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 represents and warrants that any and all goods sold, given-away, and/or provided ("Goods") under this Agreement:
 - a) Shall comply with the copyright clearance policies and practices of UC and UC Irvine and will cooperate with REGENTS, in good faith, to ensure compliance with

all applicable copyright laws and requirements for obtaining permissions with respect to copyright clearance.

- b) The Goods will be VENDOR's original work or, in terms of developing new content and selecting and organizing existing works, within the scope of fair use.
 - c) If the Goods content or material is based on work that has been sponsored or supported by an agency or organization other than REGENTS, VENDOR represents that VENDOR has fulfilled any right of review or other obligations required by such contract or agreement and VENDOR has the right and authority to use the content or material in/on the Goods.
 - d) The Goods will not violate the right of privacy or publicity or infringe upon any copyright or other proprietary rights of any other person or entity.
 - e) The Goods will not contain libelous, defamatory or other unlawful material.
 - f) VENDOR is the original author of the Goods.
- 4) VENDOR in the capacity of a seller is not acting as an employee or agent of UC Irvine or REGENTS and shall make no representations which may indicate an endorsement or guarantee by UC Irvine 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) Vendor shall provide certificate of General Liability Insurance with limits of not less than \$1,000,000, naming The Regents of the University of California as an additional insured with respect to the operations of the vendor or obtain a Special Event Insurance policy. For detailed insurance requirements, including coverage minimums, visit <https://studentcenter.uci.edu/events/insurance-coverage-information-for-events/>.
- 7) Upon receipt of REGENTS 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.
- 8) VENDOR must prominently display at all times their policy regarding returns, refunds and/or exchange of merchandise.

9) If VENDOR violates the Sec. 900-16: Policy on Temporary Access to University Properties by Off-Campus Vendors and Commercial Entities, or any law applicable to VENDOR's activities at UC Irvine, this Agreement shall be terminated and the UC Irvine Temporary Vendor Permit revoked.

10) 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 herein above mentioned.

For the Vendor:

For the REGENTS:

By _____
Signature

By _____
Signature

Print Name

Print Name