

# 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 "UCI" and \_\_\_\_\_, hereinafter called "VENDOR".

WHEREAS, UCI has agreed to permit temporary vendor sales on the UCI campus as defined in the policy and procedures; WHEREAS, vendor desires to sell merchandise at UCI and vendor has secured a UCI departmental sponsor; and WHEREAS, UCI has established regulations concerning the sale of merchandise at UCI.

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

The UCI Vendor Sales Policy and the Temporary Vendor Permit are attached to and hereby incorporated into this Agreement.

Conditioned upon final sponsoring department approval, UCI 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 UCI Vendor Sales Policy and all applicable state and/or 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 UCI or REGENTS and shall make no representations which may indicate an endorsement or guarantee by UCI 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.
- 7) 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.
- 8) VENDOR must prominently display at all times their policy regarding returns, refunds and/or exchange of merchandise.
- 9) If VENDOR violates the UCI Vendor Sales Policy, or any law applicable to VENDOR's activities at UCI, this Agreement shall be terminated and the UCI 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 \_\_\_\_\_

By \_\_\_\_\_

Print Name

Print Name