

Important: Please Print Neatly or fill out electronically

2022-2023 VENDOR AGREEMENT

This document must be completed before you vend on campus each year!

Date of Application: _____ SSN/Tax ID _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Primary Vendor Contact: _____ Title: _____

Phone: (____) _____ E-mail: _____

Detailed description product/service: _____

Requested Dates for SAU Lobby: _____

In consideration of RIT's permission to sell the above on university property the vendor agrees to the following terms and conditions:

- To be sponsored by an officially recognized RIT department, organization, or club; and
- To arrange with the sponsoring department, organization, club through the Vending Graduate Assistant (Center for Campus Life), a place to conduct the business and to complete the vending agreement.
- **To pay the following per table/per day fees: All fees are non-negotiable.**

External Vendors

One (1) table- \$50.00
Two (2) tables- \$75.00
Three (3) tables- \$85.00
Four (4) tables (SAU only)- \$100.00

RIT Faculty/Staff/Alumni Vendors

One (1) table- \$25.00
Two (2) tables - \$35.00
Three (3) tables- \$45.00
Four (4) tables (SAU only)- \$55.00

- Permission to move outside of the SAU for vending purposes has to be granted the morning of your vending by Associate Director for Building Operations, Tiffany Brodner; you can contact her at (585) 475-6931 (work).
- Vendors pay table fees to the Vending Graduate Assistant or designee preferably with certified check or cash.
- **Vendor agrees to at all times comply with all RIT policies and procedures, as they may be amended from time to time in RIT's sole discretion. In the event of a conflict between the terms of this Agreement and an RIT policy and/or procedure, the policy and/or procedure shall govern.**
- **Vendors will not use the official name, trademarks, logos, seal, letterhead, pictures, records or any other representations of the university in promoting the business and will not, in any other way, imply a university endorsement of the product or service being sold.**
- **All advertisements, contracts and promotional materials shall comply with Center for Campus Life posting procedures to be found on the Campus Life website.**

- NO solicitation, recruitment, or network marketing by any vendor. There shall be no solicitation of credit cards.
- No selling of candles or other open flame devices, incense and potpourri, health/energy drinks, cosmetics, CBD oil, torchier style lamps, including but not limited to those that use halogen, incandescent or fluorescent bulbs, fog machines, and similar devices allowed.
- **No selling of tapestries and/or other fabric wall hangings (including flags).**
- Vendors shall provide a 100% money-back guarantee on all goods or services upon request of the purchaser, the Associate Director for Building Operations, and/or the Director of Procurement Services.
- **Vendor shall comply with the following Vending policies and procedures:**
 - A **maximum of four tables** per vendor/per day may be reserved.
 - Vendors may not conduct sales on campus more than **fifteen times per semester** without special permission.
 - Vendors must remain in their designated spaces and may not assume additional space
 - All Vendors must stay behind the table at all times-NO SOLICITING is allowed elsewhere in the lobby or building. NO DOOR TO DOOR SOLICITING is permitted in RIT residence halls or in offices and departments. Merchandise may not be displayed in such a way as to cover lobby display cases.
 - Vending may occur in the **Student Alumni Union Lobby Monday through Friday 8:30 AM-5:00 PM.**
 - Six foot tables are provided for vendors in the SAU lobby- **Only RIT tables are allowed.**
- Inform the Vending Graduate Assistant of all cancellations at least 24 hours prior to confirmed dates. Failure to do so will result in no return of payment and/ or may result in loss of vending privileges at RIT.
- Understand that permission to sell at the university is granted by the Center for Campus Life and may be suspended or revoked at any time by an official representative of the department, a member of the sponsoring organization, a member from the Department of Public Safety and/or the Department of Parking and Transportation, upon their sole discretion with or without cause. Suspension of privileges may result from activities, which include, but are not limited to:
 - (a) sales activity or conduct of the vendor which fails to comply with the terms of this agreement, the general regulations of vending procedures;
 - (b) failure to comply with any university policy or procedure (including, but not limited to, security, fire safety, parking, and traffic regulations) or the instruction of university officers and/or officials. **Vendors can contact the RIT Parking and Transportation Office at (585)-475-5000 or at welcome center to obtain a visitor pass;**
 - (c) present a potential, perceived, or actual danger to the university community or any university property;
 - (d) impair normal operation of the university, its students or employees;
 - (e) rudeness to staff, students or any member of the RIT community.
- **The right to sell at the university does not grant a monopoly or guarantee the right for exclusive sale at a particular date and time.**
- No responsibility is assumed by the university for money or losses due to any reason, including but not limited to fire, theft, vandalism, customer default, or personal liability.
- Vendors can include their New York State Tax ID on the Vendor Agreement Form. The vendor is responsible for reporting his/her own taxes quarterly to New York State.
- Privileges are granted only for the time period indicated on each vendor agreement form.
- Requests for additional tables and extended vending days may be made in writing to the Vending Graduate Assistant (jrrccl@rit.edu) and appealed to the Associate Director for Building Operations, Tiffany Brodner (tbcccl@rit.edu).
- The privilege to vend at RIT is non-exclusive and non-transferable.
- All food sales must receive prior approval by the Executive Director of Dining Services (or his/her designee) through the Center for Campus Life and comply with state/local health laws.
- Vendor will accept full responsibility (including financial) for any costs incurred by the university as a result of his/her responsibility for any actions of employees or agents.

- Vendor shall be an independent contractor with no authority to bind RIT and shall have no other relationship to RIT while acting as a vendor pursuant to this agreement.
- Vendor shall defend with competent counsel, indemnify and hold harmless RIT, its employees, officers, trustees, and/or agents from and against all liabilities, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Vendor's use of RIT's premises.
- **COVID Compliance:**
 - Vendors are required to complete any and all COVID compliance procedures, per university guidelines, prior to arriving on campus. Current policies can be found at www.rit.edu/ready/visitors-to-campus. Failure to comply can result in loss vending reservation.
 - Reservation dates may be subject to last minute changes or cancelations as a result of university policies.

Vendor's signature: _____

Date: _____

Vending Graduate Assistant's signature: _____

Date: _____

Associate Director's signature: _____

Date: _____

You may mail your vending agreement to: Tiffany Brodner, Rochester Institute of Technology,
Campus Center Building 3 – Suite 1030, 34 Lomb Memorial Drive, Rochester, NY 14623