



SACRAMENTO STATE STUDENT ORGANIZATIONS & LEADERSHIP
VENDOR APPLICATION

APPLICATION AND PAYMENT MUST BE RECEIVED (not postmarked) by April 4, 2019.

VENDOR INFORMATION: *(please print)*

Company Name: _____ Contact Name: _____

Address: _____ Day Phone: _____

City: _____ State: _____ ZIP: _____ Email: _____

California Seller's Permit# **(Current copy must be attached):** _____

Description of **EACH** item to be sold & price range – **MUST attach pictures (new vendors only):** _____

Description of your Return/Exchange Policy: _____

***This policy must be posted at your booth at all times.**

VENDING SPACE FEE: Please check one – **Parking Permit cost is included in the vending space fee. One parking permit per booth will be provided.** If you want to purchase an additional parking pass, please contact UTAPS at (916) 278-PARK.

All space requests will be taken into consideration, but cannot be guaranteed.

***Food Vendors Only:** Please check here _____ and contact hornet.marketplace@csus.edu for more information about the fee structure and approval process. Please do not send in a check with your application.

_____	3-Day 10'x10' space (Monday-Wednesday):	\$355.00	\$ _____
_____	3-Day 10'x10' space (Monday-Wednesday):	\$305.00 <i>(Returning HMP Vendors)</i>	\$ _____
_____	3-Day 10'x20' space (Monday-Wednesday):	\$580.00	\$ _____
_____	3-Day 10'x20' space (Monday-Wednesday):	\$480.00 <i>(Returning HMP Vendors)</i>	\$ _____

**Were you referred to us by another vendor? Yes _____ No _____
If yes, which vendor referred you (first and last name)? _____

Make check or money order payable to: CSU, Sacramento

Send check & completed application to:
Nicki Croly, Interim Director
Student Organizations & Leadership, Sacramento State
6000 J Street – University Union
Sacramento, CA 95819-6009

Do NOT attempt to send Fed Ex or any other type of overnight delivery to this address! It is a mailing address, not a shipping address. Please call if you would like the shipping address.

EVENT DAYS: Monday, April 29, 2019 – Wednesday, May 1, 2019
EVENT HOURS: 8:00 AM – 6:00 PM
VENDING LOCATION: Library Quad

VENDOR AGREEMENT

This agreement is entered into this _____ of _____, 201__, between the STUDENT ORGANIZATIONS & LEADERSHIP AT SACRAMENTO STATE, on behalf of the California State University, Sacramento, hereinafter called "Sacramento State" and hereinafter called "VENDOR".

WHEREAS, Sacramento State has agreed to permit temporary vendor sales on the Sacramento State campus as defined in the policy and procedures; WHEREAS, vendor desires to sell merchandise at Sacramento State and vendor has secured a Sacramento State departmental sponsor through the department of Student Organizations & Leadership; and WHEREAS, Sacramento State has established regulations concerning the sales of merchandise at Sacramento State.

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

The Sacramento State Commercial Solicitation Policy, which includes the Campus Policy, Commercial Procedures, and Time Place and Manner, are attached to and hereby incorporated into this Agreement.

Conditioned upon final sponsoring department approval, Sacramento State grants vendor permission to sell merchandise under the follow requirements:

- 1) VENDOR has read and fully understands the Sacramento State Commercial Solicitation Policy.
- 2) VENDOR confirms that the merchandise meets Sacramento State Commercial Solicitation Policy and all applicable and federal requirements.
- 3) VENDOR confirms that he/she has the legal right to sell 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 Sacramento State or SO&L and shall make no representations which may indicate an endorsement or guarantee by Sacramento State or SO&L of the merchandise sold.
- 5) VENDOR shall defend, indemnify, and hold harmless SO&L, 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 of omissions of VENDOR, its officers, employees or agents, or the products manufactured or sold by them.
- 6) Upon department approval VENDOR shall be issued a copy of the Temporary Vendor Permit which specifies date and location for the sale of merchandise.
- 7) Vendor must prominently display at all times their policy regarding returns, refunds and/or exchange of merchandise.
- 8) VENDOR understands that should he/she violate the Sacramento State Commercial Solicitation Policy, or any law applicable to VENDOR'S activities at Sacramento State, this Agreement shall be terminated.
- 9) 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 the day and year hereinabove mentioned.

For the Vendor:

Signature

Printed Name

For Student Organizations & Leadership:

Signature

Nicki Croly, Interim Director, SO&L

Printed Name

VENDOR AGREEMENT

I. STANDARDS OF CONDUCT:

To create a welcoming campus environment for all members of our diverse campus community, Sacramento State strives to maintain a climate of fairness, respect, and professionalism. As vendors on the Sacramento State campus, you play an important role in helping to maintain this climate. Accordingly, as a condition of participation in the Hornet Marketplace, vendors must adhere to standards of conduct that will maximize the benefits of the event for the campus community. Vendors must observe the following:

- A. No interference with classes or other scheduled campus activity
- B. No obstruction of free flow traffic and free movement of individuals by standing in front of them
- C. No harassment of persons in area, which may include initiating or persisting in unwanted conversations or impeding ingress to or egress from a booth or any other part of the Hornet Marketplace
- D. No prolonged or repeated contact with persons who have declined sale or solicitation offer
- E. No noise louder than normal conversation or shouting at patrons and community members
- F. Each piece of material or literature distributed must have printed on it the name of the organization or the person responsible for the material
- G. No misrepresentation of true name or purpose of material or organization
- H. You must provide your own table, tent, or canopy
- I. There will be no electricity available in the designated vending location
- J. Offensive jokes, comments, remarks or statements
- K. Discrimination on race, ethnicity, gender, age, disability, sexual orientation, religion and/or political beliefs

The criteria for selection of vendors include:

- L. Timeliness of application
- M. Desirability of the items or product
- N. Originality of the items or product
- O. Price point of items
- P. Number of vendors selling similar items
- Q. Student feedback

Vendors are invited to participate in the Hornet Marketplace at the sole discretion of Student Organizations & Leadership.

II. LOADING/UNLOADING: *NO EARLY SET-UP!*

- A. 6:00 AM - 7:00 AM - Vendors are allowed to drive up & unload near their assigned space.
- B. 7:00 AM - 9:00 AM - Vendors must be off the Library Walk and use designated loading/unloading zones.
- C. 8:00 AM - 6:00 PM - Open for business.
- D. 6:00 PM - Take Down (arrangements can be made to leave earlier if desired)
- E. 6:00 PM – 7:00 PM – Vendors are allowed to drive up & load near their assigned space.
- F. Vendors will not be permitted to enter the loading zones after 8:30 AM.

*** Failure to adhere to the Loading/Unloading policies above will result in revocation of the vending location and forfeiture of the vending fee.**

III. LOCATION: Library Quad – Adjacent to Santa Clara Hall. Concrete thoroughfare with high student traffic.

(See campus map, http://www.csus.edu/about/documents/map_small.pdf).

(Location may be changed without notice.) Please be aware that the Library Quad is considered a free speech area, therefore, SO&L is not responsible for any of the free speech activities occurring on the Library Quad and its effects on student traffic.

IV. SPACE ASSIGNMENTS:

VENDOR AGREEMENT

- A. Once your space is assigned, there will be no changes prior to or during the Hornet Marketplace under any circumstances unless authorized by the SO&L office.
- B. SO&L reserves the right to add or remove spaces relative to the Hornet Marketplace map as needed.
- C. SO&L does not guarantee vendors' any specific location within the Fair. We reserve the right to assign space at our discretion.
- D. All vendors are responsible for cleaning up their area on a daily basis.

V. EQUIPMENT:

- A. All vendors must provide their own tables, chairs, tents, electricity, and any other necessary equipment.
- B. The vendor has the option to leave equipment at the vending site overnight, however neither SO&L nor the California State University are responsible for any damage or theft of any equipment or merchandise.
- C. **BRING A DOLLY OR HAND TRUCK! VENDORS WILL NOT BE ALLOWED TO DRIVE ON TO THE LIBRARY QUAD.**
*** PLEASE NOTE PARKING POLICIES – Daily parking fees will apply to all vendors.**

VI. PARKING:

- A. **A permit is required to park anywhere on the Sacramento State campus.**
- B. The permit is included in the total vending space fee. Permits will be distributed upon your arrival. Additional daily permits can be purchased by contacting UTAPS at (916) 278-PARK
- C. SO&L is not responsible for lost parking permits or parking tickets.
- D. Campus Police will ticket those vendors who are not loading or unloading in the Loading Zone.

VII. IN THE EVENT OF RAIN: There will be no refunds. Vendors must consider the weather conditions when preparing equipment and setup for the Hornet Marketplace.

VIII. PETS:

- A. Pets or animals of any type are not allowed at the event, other than service dogs. If service dogs are needed, vendors must contact the SO&L office to inform them of such requests.

IX. CANCELLATIONS:

- A. There will be **no refunds after April 18, 2019**

I have read and understand the above information and agree to abide by the rules and policies set forth by Student Organizations & Leadership (SO&L). If I break or ignore any of the policies outlined above, my participation in the vendor fair, as well as any future vendor fairs, will be jeopardized. I also understand that all Hornet Marketplace selections are the sole responsibility of and will be made at the discretion of the SO&L department. In addition, SO&L has the right of first refusal in regard to vendor selection.

Vendor (Signature):

Date:
