

Lehigh University Student Center Facility Vendor Contract

The undersigned vendor and Student Center Facilities agree to the following terms and conditions for the sale described below.

PLEASE PRINT

- 1) Company Name _____
- 2) Company Representative _____
- 3) Address _____
- 4) Phone Number _____ Fax _____
- 5) Name(s) of Representative(s) at the sale site _____
- 6) Sale Location Information:

Lamberton Hall Great Room (LA)	University Center (UC)
690 Taylor Street	2 nd Flr. West Lobby
Bethlehem, PA 18015	29 Trembley Drive
610-758-0028	610-758-4163
- 7) Date(s) reserved for vendors: a) _____
- 8) List items to be sold and price range: _____

- 9) Number of tables needed for each sale date: (all tables must be ordered in advance; table size consists of two 5'L or 6'L x 30"W tables. Please designate how many spaces you will need _____)
- 10) Commission to Student Center Facilities:
 - a) Table Fee \$25 for each space due ten days in advance of sale
 - b) 10% of gross sales will be due at the end of each sale
- 11) **Parking Information:** For parking information and rates, please visit the Parking Services website at: <http://www.lehigh.edu/~inubs/parking/vendorpermitinfo.shtml>. Please unload all merchandise at the west entrance to Lamberton; south Pandini's entrance to the University Center; and proceed to the closest parking deck, which for Lamberton or the University Center is the Alumni Arrival Parking Deck on Brodhead Avenue.

Vendor Representative(s) will be responsible for any ticket violations. Arrangements for large vehicle or truck parking must be made directly with Parking Services at 610-758-3893 at least two weeks in advance.

PLEASE READ CAREFULLY AND INITIAL EACH SECTION

Vendor assumes responsibility for delivering goods to the specified area and agrees to take back any unused/unsold goods at the end of each selling date - **on-site storage is not available**. **Vendor** is also responsible for supervising the sale, display, and distribution of goods.

Vendor must provide the **University** with a current Certificate of Insurance that meets the University's requirements. Failure to provide the required Certificate of Insurance will result in the reservation being canceled. **The University** shall be held harmless for any product or liability arising from the distribution or use of said product.. In consideration of the use of premises or facilities owned or operated by Lehigh University and/or in consideration of permitting **Vendor** to participate in this sale, the **Vendor** agrees to indemnify and hold harmless Lehigh University, its agents, servants, and employees from and against any and all loss, damage, liability or expense, including attorney's fees, including but not limited to all claims for damages on account of or by reason of bodily injury including death, which may be sustained or claimed to be sustained by any person, and all damages to property caused by or arising out of or claimed to have been caused by or to have arisen out of any activity of this sale.

The University Center does not assume responsibility for damage to or theft of a product during the transportation and display of such.

The University will not be responsible for providing storage. All items must be removed at the end of each selling day.

The Student Center Staff reserves the right to suspend, postpone, cancel or reschedule any event.

The Student Center Staff reserves the right to request **Vendor** to remove from sale any material deemed inappropriate for sale at the University. **Vendor** shall be responsible for all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes, or dramatic rights ("proprietary material") used or incorporated in the sale.

Vendor hereby warrants that all copyrighted material sold, has been duly licensed or authorized by the copyright owners or their authorized representatives and **Vendor** hereby agrees to indemnify, protect, hold harmless and defend the **University** and its officers, Trustees, employees and agents from any and all claims, demands, liabilities or actions (as well as any costs or expenses including without limitation attorneys' fees) relating to any infringement or other improper use (or alleged infringement or improper use) of any proprietary material. **Vendor**, upon prompt notice from the **University**, shall furnish counsel acceptable to the **University** to defend against any such claims, demands, liabilities or actions. The **University** may require evidence of any licenses in effect with organizations such as ASCAP, BMI, RIAA, etc.

Solicitation of building patrons in the hallway or public areas is not permitted. **Vendor** must remain behind the table (s) provided at all times during the sale.

No person shall smoke, burn tobacco products, incense, or use any other controlled substances inside any non-residential or residence hall, sorority, fraternity, suite/apartment complex, etc. on campus. Smoking is permitted on residential grounds provided it occurs 15 feet from any building entrance and away from windows of residential buildings. .

If you would like to serve food please contact Lehigh University Dining Services at 610-758-4512 no outside food is permitted to be brought into our facilities.

The posting of notices, signs, flyers, or other material is not permitted on entry doors, in hallways, in stairways, on walls, etc. Any damage caused as a result of not adhering to the University's policy will become the financial responsibility of the reserving organization.

Electrical cords can not be in the lines of egress walkways or access ways. All cords must be secured and out of the way of walkways and with appropriate carpet runners or masking/av tape that does not leave behind a residue.

***A check for all space fees must be submitted, for all reservation dates, with the signed contract within twelve days of receipt of this contract. The percentage of sales commission is due at the conclusion of each vending activity. Checks must be payable to:**

Lehigh University

Mail to:

**Lehigh University
Reservations Desk University Center
29 Trembley Drive
Bethlehem, PA 18015**

Certificate of Insurance is on file: _____ Date insurance contract covers: _____

Map enclosed:

The University Center staff person, in signing this contract, warrants that he/she signs as properly authorized representative of the **University** and does not assume any personal liability for meeting the terms of the contract.

Vendor must return signed contract at least ten days prior to sale. In the event that the signed contract and payment is not received the reservation (s) will be canceled.

University Center Representative

Date

Vendor Representative

Date

Office Use:

Date check received for space/facility fee: _____

Check#: _____ Amount: _____

10% Received: _____

Date: _____