

**VENDOR SERVICES AGREEMENT FOR OCCUPANCY OF VENDOR SPACE AT DOBBS UNIVERSITY CENTER  
BETWEEN EMORY UNIVERSITY BY AND THROUGH MEETING SERVICES AND**

\_\_\_\_\_  
August 2010-May 2011

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the following parties:  
(1) EMORY UNIVERSITY through the R. Howard Dobbs University Center, (hereafter referred to as "Emory"); and (2)  
\_\_\_\_\_, (hereafter referred to as "Vendor").

WITNESSETH

WHEREAS, Emory is engaged in the operation of the Dobbs University Center (hereafter "DUC"), and

WHEREAS, Emory permits vendors and representatives from student organizations to operate in designated areas in the DUC in order to improve their availability to students, faculty and staff on Emory's campus, thereby enhancing the overall quality of the students' residential life; and

WHEREAS, Vendor has made application to Emory to operate in said designated areas and Emory has approved said application;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the receipt, adequacy and sufficiency of which consideration is hereby acknowledged, the aforesaid parties hereby agree with each other as follows:

DESIGNATION OF SPACE

1. Emory agrees to permit Vendor to occupy one of the table spaces, as designated by Emory, located in the space in the indoor Commons or outside Terraces of the DUC. Each area is approximately six feet in length by three feet in width. The exact location of the area that the Vendor shall occupy shall be designated by the Meeting Services Coordinator, and said area shall hereinafter be referred to as the "Designated Area."
2. Vendor shall be permitted to occupy the Designated Area from 9 a.m. to 4 p.m. on assigned dates as listed on space reservation forms (hereafter referred to as the "Occupancy Period").
3. Prior to Vendor's initial occupation of the Designated Area, Vendor shall report to the Meeting Services Office, located in Room 220E of the DUC, in order to receive notice of the exact location of the Designated Area that has been assigned to Vendor.
4. Emory shall provide requested table/s and two chairs for use by the Vendor in the Designated Area. The Vendor may also bring and use additional equipment of its own, but any such equipment must fit within the confines of the Designated Area.

VENDOR'S RESPONSIBILITIES

1. Vendor agrees to submit to Emory for prior approval all products, signs, literature and other display and advertisement materials (hereafter collectively referred to as "products and materials") prior to their display and/or sale. Emory in its sole discretion may grant or withhold its approval from the use of said products and materials, and Vendor is prohibited from displaying or selling any unapproved products and materials. Products and materials shall be submitted to Emory for approval prior to the beginning of the Occupancy Period.
2. Any use by Vendor of the Emory University Seal, Coat of Arms or Name on Vendor's products or materials, must be approved in advance by Emory. Please allow ample time for the processing of such requests.
3. Vendor shall be responsible for installation and removal of its exhibit/display in the Designated Area. At the termination of the Occupancy Period, Vendor shall be responsible for the clean-up of the Designated Area and shall insure that the Designated Area is returned to the state in which it existed at the time that the Vendor began its occupancy.
4. Vendor agrees to conduct all of its activities from behind its table within its Designated Area, and shall not at any time or in any manner impede the flow of persons into or out of the DUC. Vendor shall abide by all Emory and DUC regulations.
5. Vendor and Vendor's representatives shall at all times maintain a professional demeanor. Vendor and Vendor's representatives shall also dress in appropriate attire, observe all no-smoking policies and refrain from the use of stereos, tape players, microphones and other similar sound producing or amplification devices.

6. Vendor agrees that it will not use any advertising or other publicity materials that directly or indirectly indicate the availability of alcoholic beverages at any event or function, except to indicate any age requirement for attendance at said event or function.
7. The Vendor shall be responsible for the reporting and payment of all applicable sales taxes to the appropriate state and local authorities.
8. Vendor shall be responsible for obtaining, at Vendor's sole expense, any business licenses or permits necessary for conducting operations in the Designated Area, and shall provide Emory with a copy of current license. Vendor shall also be responsible for compliance with any laws or regulations regarding the carrying and posting of such permits or licenses. Vendor shall be solely responsible for any fines or penalties assessed as a result of Vendor's failure to obtain or properly post any necessary permits/licenses. Upon request by Emory, Vendor shall produce any such licenses/permits to Emory representatives for inspection, and failure to produce any necessary permit/license may result in the cancellation of this agreement by Emory.
9. Vendor agrees that it shall at all times be responsible for ensuring compliance with all applicable laws and regulations, whether federal, state, or local, pertaining to credit cards and credit, including, but not limited to, those related to the marketing of credit cards.
10. The parties hereto specifically state and agree that the Vendor is an independent contractor and not an employee of Emory. The Vendor assumes full responsibility for payment of all taxes, including federal, state and local taxes, arising out of the Vendor's activities under this Agreement. Except as provided to the contrary in this Contract, nothing herein will be deemed to create any other relationship between the parties including, without limitation, a partnership relation, an agency relation or an employer/employee relation. Accordingly, personnel supplied by Vendor will be deemed employees of Vendor and will not, for any purpose, be considered employees or agents of Emory or have any authority to act on behalf of Emory. The Vendor expressly releases Emory from any liability arising from Emory's failure to withhold such taxes, and the Vendor shall indemnify, defend and hold Emory harmless from all liability it may incur as a result of any such failure.

#### FEES

1. Vendor agrees to pay to Emory fees at the rate of fifty dollars per day for one table (\$50.00), or sixty-five dollars per day for two tables (\$65.00) as rent for use of the Designated Area during the above-specified Occupancy Period. Said fees must be paid in full when space is reserved. Fees not paid prior to occupancy will result in cancellation of space.
2. All fees paid by Vendor are completely non-refundable. Vendor, however, may arrange to transfer its reservation of the Designated Area to another time period, provided that Vendor notifies Emory of its intent to do so at least two business days in advance of the beginning of its Occupancy Period.

#### LIABILITY

Prior to the start of Occupancy, Emory requires that the Vendor provide Emory with a Certificate of Insurance. Evidence of insurance is required upon ratification of the Agreement. On or before the anniversary date of the Agreement, or the expiration date of the Certificate of Insurance, the Vendor will provide a new Certificate of Insurance without demand. Emory shall have the right to terminate this Agreement in the event of changes in the Vendor's insurance that are unacceptable.

Vendor hereby assumes total responsibility for the safety, security and protection of Vendor's goods, person and representatives. Vendor acknowledges that Emory shall bear no responsibility whatsoever for any damage or loss of any type to Vendor's person or representatives or to any of Vendor's property.

Vendor shall bear full responsibility for any loss or damage to person or property arising out of Vendor's activities under this Agreement. Vendor agrees to hold harmless Emory and its trustees, officers and employees from and indemnify them for any and all claims, damages, litigation expenses, and attorney's fees arising from or in connection with Vendor's activities under this Agreement. The provisions of this and the preceding paragraph shall survive termination of this agreement.

DEFAULT AND TERMINATION

1. If Vendor breaches any of the provisions of this agreement, Emory, at its option, may immediately terminate Vendor's occupancy, retain any fees paid by Vendor, and cause Vendor to remove itself from the Designated Area.
2. Emory reserves the right to terminate this agreement at any time for any or no reason. In the event of such termination, Vendor shall immediately surrender occupancy of the Designated Area to Emory

MISCELLANEOUS

1. Unless otherwise noted, all occupancy related costs shall be borne by Vendor.
2. Any communications with Vendor shall be directed as follows:

Address \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email Address \_\_\_\_\_

3. Any communications with Emory shall be directed as follows:  
Andrea Lentz, Assistant Director of Administration and Marketing  
Emory University, Division of Campus Life  
R. Howard Dobbs University Center  
605 Asbury Circle, Drawer AAA  
Atlanta, GA 30322  
alentz2@emory.edu, 404.727.5355

NOW INTENDING TO BE LEGALLY BOUND, the parties hereto have caused their duly authorized representatives to execute the Agreement on the day and date below written.

EMORY UNIVERSITY

VENDOR

\_\_\_\_\_

\_\_\_\_\_

Andrea Lentz

BY: \_\_\_\_\_

Asst. Dir. Admin. And Marketing, DUC

TITLE: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A**  
**GENERAL CONDITIONS**

The Vendor and its participants are expected to adhere to all Emory policies, regulations, guidelines, and all local, state, and federal laws concerning health, safety, and public order, including the rules listed below. Failure to comply with these regulations may result in forfeiture of the privilege to use the Emory facilities.

- (a) The sale of food items by the Licensee, or any of its participants, is prohibited.
- (b) The possession, use or sale of alcoholic beverages is prohibited anywhere on Emory's property.
- (c) The unlawful possession and/or unlawful use of drugs not prescribed and taken according to doctor's orders by the patient for whom the drugs were intended is prohibited.
- (d) Tampering with fire alarms, fire extinguishers or other fire safety equipment is prohibited.
- (e) Smoking in, or at the entrance to, any building on the campus is prohibited.
- (f) Propping open exterior doors is prohibited.
- (g) Firearms, ammunition, fireworks, candles, highly flammable materials, explosives or weapons of any sort are prohibited on campus. Any such items found on the College campus will be confiscated, and a participant who brings such item on the Emory campus may be required to immediately leave the campus.
- (h) Disorderly conduct that unnecessarily infringes upon the rights, privacy and health or safety of others, or is dangerous to property, is prohibited.
- (i) Pets are not allowed in Emory buildings at any time. Any pets found will be removed.
- (j) Emory reserves the right to enter a facility at any time to determine compliance with all safety and health regulations, provisions of public law, and Emory regulation or policy; to provide cleaning or maintenance work; or to conduct an inventory of Emory property. A room may also be entered at any time if there is an indication of danger to life, health or property.
- (k) The Vendor and its participants and staff are expected to abide by Emory parking and traffic regulations. Vehicles are subject to fines or towing if parked in handicapped spaces without handicap permits or in fire lanes, if blocking dumpsters or traffic, or if parked in faculty or staff lots. Visitor parking is \$10/day.
- (l) No cooking is allowed.
- (m) Should subject matter involve sensitive issues resulting in potential controversy or protest, Meeting Services must be notified in advance. Costs associated with the scheduling or presence of Emory Police will be charged to the Vendor.
- (n) Assign only one representative from your organization to work with Meeting Services
- (o) No flames or heat producing items are allowed, including but not limited to hot plates, candles, or sterno.

**SCHEDULE B**  
**SPECIAL CONSIDERATIONS**

**LOCATION**

Dobbs University Center (DUC), Emory University, 605 Asbury Circle, Atlanta 30322

To get to Emory University, take I85 and exit at Druid Hills Road going East. Turn right at Briarcliff Road (Loehman's Plaza corner). Turn left at Clifton Road (Café Sage Hill corner). You will pass the CDC and when you cross over a railroad track, turn right onto Asbury Circle. At the Zaya restaurant, take the left fork to stay on Asbury Circle. When you see the gate arm, turn left into the driveway that leads to the large loading dock.

Visit [www.emory.edu/DUC](http://www.emory.edu/DUC) for more information about the campus and how to get here.

**ANNUAL VENDOR REGISTRATION *(new policy for 2010)***

Vendors must register with Meeting Services by submitting

1. Vendor Registration Form
2. Vendor Services Agreement
3. Copy of business license
4. Proof of insurance

**SCHEDULING**

Registered vendors can call or email Meeting Services to schedule vending dates. Reservations are done on a first-come, first-served basis. Meeting Services reserves the right to cancel your reservation due to conflicts, closings, or building issues. Meeting services will make every effort to avoid scheduling more than two vendors with similar items on any given day, but makes no guarantee.

**TABLE**

Meeting Services will provide one, uncovered table and two chairs. Reasonable space around the table is included. Any additional tables or cases extending the footprint of the sales area need the approval of Meeting Services management.

Electrical outlets and extension cords are available upon request. Table assignments are placed on tables in random order. We also have wireless internet throughout the building. Tents are not allowed.

Vendor is requested to remain behind the table at all times and to avoid aggressive solicitation. DUC management will ask vendor to leave the premises if inappropriate conduct is observed.

**SIGNAGE**

DUC Management must approve any signage or fliers

**STORAGE**

There are no storage options at the DUC. All items must be removed daily. Shipping of items to the Dobbs University Center is not allowed.

**ASSISTANCE**

If you or anyone in your group require accommodations based on a disability, please contact Meeting Services as soon as possible so that we may accommodate your needs.

**BANK**

If shoppers ask, there are ATM machines just outside the lower level of the building. A branch of the Emory Alliance Credit Union is also located inside the DUC.

**COMFORT**

There is an Einstein's Bagel/Coffee bar in the building and a food court located nearby. Restrooms are conveniently located near the Commons.


## ADDITIONAL DOCUMENTS


In addition to the agreement, Licensee will provide (1) a copy of a current business license, (2) proof of insurance listing Emory as an additional insured in the terms as outlined in the Agreement, and, (3) payment made out to Emory University. These documents must be received by Meeting Services prior to the date of service.

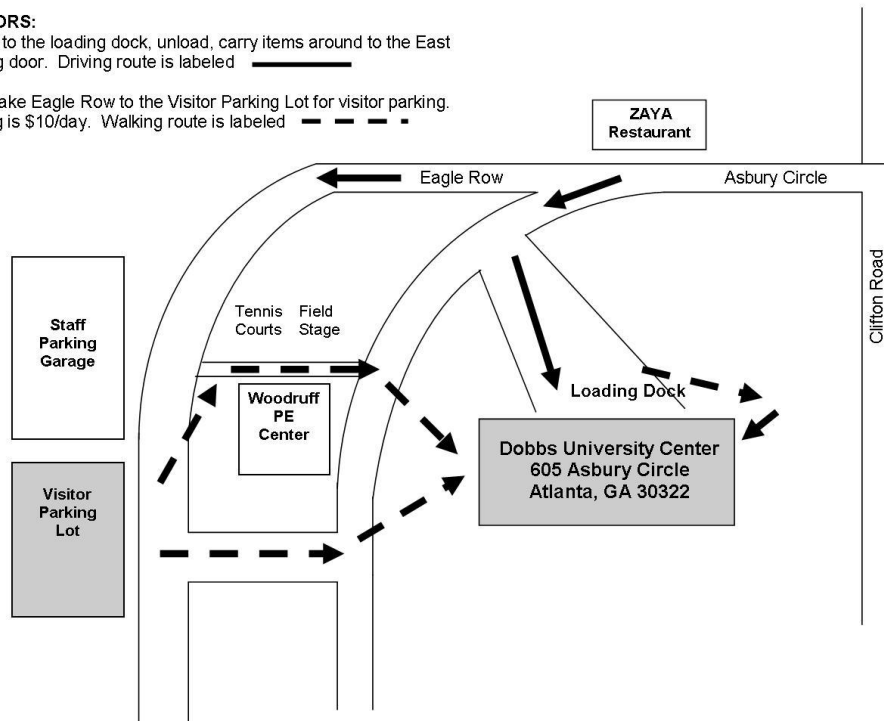
## UNLOADING/PARKING

Use the physical address for your GPS device. As you look at the dock, there is a ground floor entrance door located around to the left. Vendors should plan to unload via this entrance directly into the DUC Commons. Vehicles must be immediately moved to Visitor Parking (\$10/day). Unloading can be done by reversing this in the afternoon. The provided map will give directions from Visitor Parking to the DUC.

### VENDORS:

Pull up to the loading dock, unload, carry items around to the East building door. Driving route is labeled 

Then, take Eagle Row to the Visitor Parking Lot for visitor parking. Parking is \$10/day. Walking route is labeled 



**SCHEDULE C**  
**RATES AND FEES**

**FEES**

One 6' table	\$50
Two 6' tables	\$65

**PAYMENT**

Payment made out to Emory University must be made in advance of service date. If vendor cannot attend, a substitute date may be chosen. There are no refunds.

**PROPERTY DAMAGE OR THEFT**

Additional charges for damages or disappearance are due and payable within thirty days of receipt of invoice. If such invoice is not paid in a timely manner, the Vendor agrees to pay an interest and penalty equal to the amount owed. Failure to meet payment deadlines may result in cancellation of agreement with no refund.