

Stetson University

MARKET DAY / VENDOR LEASING CONTRACT

Market Day Leasing Contract (“Contract”) is entered into this _____ day of _____, 20____, by _____ (“Using Organization”) and Stetson University (“SU”), upon the following terms and conditions:

1. General Terms and Conditions

- 1.1 SU will rent the Using Organization space in front of, or in the surrounding area of the Carlton Union Building and permit use of its specific common area facilities as set forth in Exhibit A to this Agreement.
- 1.2 Using Organization must make detailed arrangements with the Office of Student Involvement, at least 30 days in advance of event.
- 1.3 SU will not provide publicity, informational or general business services for the Using Organization, except that SU may publicize on its website the name of the Using Organization’s event, as well as the name, telephone number and email address of a contact person designated by the Using Organization.
- 1.4 No alterations may be made to any SU property. No equipment other than one standard table and two chairs will be provided, upon request, by SU to Using Organization without additional charge.
- 1.5 Stetson University does not discriminate, nor shall the Using Organization discriminate, on the basis of: race, color, sex, sexual orientation, religion, age, creed, national or ethnic origin or handicap.
- 1.6 Using Organization must adhere to hours applicable to space to which Agreement applies, as more fully set forth in attached Exhibit A.
- 1.7 Using Organization and all agents, invitees, and employees, or persons affiliated therewith agree to abide by SU policies and procedures, as well as all state, federal, and local laws.
- 1.8 Using Organization is not an independent contractor nor an employee of Stetson University, Inc. Using Organization will be responsible for providing a sufficient quantity of capable employees/operators/representatives for their contracted space during Market Day. All Using Organization operators or representatives are either self-employed or employees of the Using Organization, and will have the duty of and be responsible for complying with Federal, State and Internal Revenue Service laws and regulations pertaining to any applicable wages, taxes, and social security, and for complying with any union or Federation rules pertaining to deduction for dues and any health or welfare fund, and any other union or Federation deduction or payment, and Using Organization will hold Stetson University harmless and indemnify it for any claims there from.
- 1.9 Using Organization acknowledges that no weapons of any kind, alcoholic beverages, narcotics, drugs, or other controlled substances are permitted on or to be consumed on University’s campus or at or near the Market Day area.
- 1.10 Using Organization may not sell food or drinks.
- 1.11 Should Market Day need to be cancelled due to unexpected events beyond control of SU, such as campus emergencies or threatening events, natural disasters, fire, hurricanes, Acts of God, etc., SU shall not incur any liability for such cancellations and Using Organization will be notified and refunded any payments made for the date(s) of cancellation.

2. **Insurance and Indemnity**

- 2.1 The Using Organization will indemnify and hold SU harmless from, and assumes liability for, all claims for any injuries or damages, including reasonable attorney's fees, arising out of the negligent acts or omissions or willful misconduct of the Using Organization, its employees, agents, representatives or invitees, or related to Using Organization's products or services.
- 2.2 Stetson University assumes no risk under this Contract and as a consideration of this Contract, the Using Organization expressly releases SU, its officers, trustees, agents, employees, and students, from any and all liability for any damage, injury or loss to any person or property, from any cause whatsoever arising out of this contract or in connection with Using Organization's activities and facility use, except to the extent such liability or claim of liability results from the sole negligence or willful misconduct of Stetson University
- 2.3 The Using Organization must furnish to SU a Certificate of Insurance evidencing its current policies of:
 - Public/Products liability covering both bodily injury and property damage
 - Auto Insurance Coverage
 - Workers Comp Coverage (if applicable per State Work Comp Law)

This "Certificate of Insurance" must also name Stetson University, Inc. as an additional insured in regards to liability. The certificate must be submitted to the Associate Director of Student Involvement at least two weeks prior to the requested Market Day date.

3. **Loss or Damages**

- 3.1 Using Organization will pay for all damages to facilities caused by the Using Organization, its agents, employees, participants, and guests, and equipment.
- 3.3 Using Organization is responsible for the security of its property and equipment and the property and equipment of its guests and invitees. SU is not responsible for lost or stolen property or equipment.
- 3.4 Facilities should be left in the same condition as they were found. Using Organization must notify the Office if Student Involvement of any accidents, injuries or property damages.

5. **Other Contract Terms**

- 5.1 The term length of this contract shall be one year from the contract date unless specific contract dates are otherwise specified elsewhere within this contract, which shall not to exceed beyond one year of the contract date.
- 5.2 The validity, interpretation and effort of this contract/agreement and any addendum, riders(s) or exhibits attached thereto shall be governed by the laws of the State of Florida. The laws of the State of Florida shall govern all rights, obligations, remedies and liabilities arising pursuant to this contract and any rider(s) attached hereto. Venue for any legal action relating to this contract shall be Volusia County, Florida.
- 5.3 This contract/agreement and any rider(s) or exhibits hereto represents a complete and final expression of the parties' agreement. The parties will therefore be responsible only for those items expressed in this contract/agreement, and any riders or exhibits attached thereto, irrespective of any or contrary oral or written statements or representations.

Exhibit A: Policies and Procedures for Market Day

1. Purpose of Market Day:

- The purpose of Market Day is to allow outside vendors as well as other Stetson student organizations, offices and departments an opportunity to display their goods and services to the entire Stetson Community.

2. Cost for Market Day:

- Market Day is free to the Stetson Community, but outside vendors will need to pay a charge of \$35.00 (inclusive of sales tax) that must be paid with check, money order or cash one week prior to the scheduled Market Day to Student Development and Campus Vibrancy.

3. Money Earned from Market Day:

- The money Stetson University will earn from the cost paid by vendors will be put into a grant managed by the Office of Student Involvement. This money will be made available to through an application process to student organizations members in order to attend different types of leadership conferences.

4. Dates for Market Day:

- Market Day will be held select Wednesdays from 10 a.m. to 2 p.m., excluding Wednesdays that fall on university holidays and exam weeks.

5. Location of Market Day:

- Market Day will be located in front of the Carlton Union Building. Five spots will be given on the sidewalk between the front of the building and the back of Chaudoin Hall. If you are unfamiliar with the Stetson campus, please visit, <http://www2.stetson.edu/media/tour/> for a virtual map.

6. Parking for Market Day Outside Vendors:

- Reserved parking will be provided for the merchants at Rinker Field parking lot, with Public Safety notified one week prior to the event. After parking, merchants will check-in within the Carlton Union Building and will be provided with appropriate signage to display in front of their table.

7. Non-Conflict Policy:

- A non-conflict policy will be in place for merchants, so that there is no conflict with the services that Stetson already provides for students, staff, and faculty (e.g. food and beverages). Additionally, Stetson University has the right to refuse services/products such as alcohol, tobacco products, or any other services/products that the university may deem as a conflict of interest.

The undersigned Authorized Representative of Using Organization, on behalf of the Using Organization, agrees to the above terms and conditions, and that Using Organization and all of its agents, employees, members, representatives and guests will observe the above terms and conditions and that they, individually and as the Using Organization, assume full financial responsibility for all charges herein and for any loss or damage to Stetson University property.

Signed by: _____
Using Organization Authorized Representative

Signed by: _____
Director of Student Development and Campus Vibrancy

Printed Name: _____

For: _____

For: Stetson University

Name of Using Organization

Rec'd: COI____Add'l Insd_____

Request to Waive: COI:_____Add'l Insured:_____Approved by Finance/RM: Y___N___

(Rev 12/12)