

California State University, San Bernardino
SANTOS MANUEL STUDENT UNION
Vendor Policy

The Santos Manuel Student Union (SMSU) of California State University, San Bernardino, in an effort to provide more services to students, has established a monthly vendor day for off-campus vendors on the second Wednesday and subsequent Thursday of the month. Vendors are solicited to set up on SMSU premises under the following conditions:

1. Vendor spaces are available for rent at a per-day, per-space cost. The fee schedule is available upon request.
2. Vendors may set up between 6:00 a.m. and 8:00 a.m.
3. Displays may generally not exceed 10'x10' in size.
4. Vendors may not plug into existing campus or SMSU outlets without written permission from the SMSU. A surcharge for use of electricity may be levied.
5. Vendors rent space on a first come, first served basis.
6. Vendors must either sell a product or maintain an exchange of consideration.
7. Vendors may sell only the merchandise specified in the contract. Vendors may not sell food items or goods which are in direct competition with existing SMSU or Bookstore merchandise.
8. Vendors shall not sell counterfeit and/or stolen merchandise. The SMSU does not knowingly allow the sale of counterfeit or stolen merchandise.
9. Vendors soliciting donations, selling future services, certificates, coupons, or contracts for future services shall be prohibited unless a special exception is granted by the SMSU Executive Director or designee.
10. Marketing of credit cards is limited to the first week of each quarter only.
11. At no time shall vendors be permitted to display in any location other than that expressly designated for vendors.
12. All vendor spaces must be paid for, in full, at the time the vendor contract is signed. Rain checks are available in the event that inclement weather prohibits sales, or upon mutual agreement, suitable space may be assigned inside the SMSU. If inclement weather conditions occur after 12:30 p.m., no rain checks will be issued.
13. Vendors must have a written policy covering defective merchandise, returns, and exchanges. A copy of the policy must accompany the vendor contract.
14. If selling, vendors must generally have a municipal business or professional license. A copy of the license must accompany the vendor contract.
15. All vendors will be required to provide a thumbprint for identification purposes.
16. Vendor contracts are not confirmed until signed by the Associate Director for Operations or

designee. Full refunds will be given in the event approval is not received.

17. The SMSU does not provide tables and chairs for vendor use.
18. The vendor contract covers terms for space rental. Nothing in the contract shall imply that an employer/employee relationship exists between the SMSU and the vendor.
19. For monthly market days, vendors must RSVP seven business days in advance by contacting the SMSU at 909-537-5242 or 909-537-5940.
20. Parking for vendors is available in university parking lots at the university's daily parking rate. Parking permits can be purchased at the main entrance to the campus. Vehicles may use the service road on the east side of the SMSU for unloading before 7:30 a.m. and loading after 5:30 p.m. only.
21. No alterations or variations of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
22. Dates may be rescheduled only with written permission from the Scheduling Coordinator.
23. Refunds for cancellation will be made only upon notification by vendor to the Scheduling Coordinator two (2) days prior to the first contract date. Refunds take approximately six (6) weeks to process.
24. Merchandise must be displayed in a showcase manner. Boxes touching the ground may be used for storage only and must be put under the display table. Items sold will be displayed in cases, neatly folded on tables, or, if appropriate, hung on hangers on clothing racks. Vendors may not store additional merchandise outside of the contracted space, nor place merchandise or objects on or in planter spaces or grass areas. The SMSU reserves the right to require vendors to remove materials judged offensive by the SMSU's representative. For purposes of this policy, "offensive" is defined as items which encourage violence, items of a prejudicial nature, alcohol and drug paraphernalia.
25. It is the sole responsibility of the vendor to determine the best dates for business. The SMSU is not responsible for the vendor's lack of sales for any reason.
26. Vendors may not play radios on Santos Manuel Student Union premises.
27. Vendors may not bring pets onto Santos Manuel Student Union premises.
28. Vendors shall not violate state or federal laws, or policies of California State University, San Bernardino or the Santos Manuel Student Union.
29. Vendors shall indemnify and hold harmless the Santos Manuel Student Union of California State University, San Bernardino, California State University, San Bernardino, the Trustees of the California State University, the state of California and all other departments, boards, commissions and its officers, employees, volunteers, representatives and agents from any and all losses and cost or damages of any kind in connection with the operation of the vendor, and from any and all claims and losses accruing or resulting to any person, firm, or corporation, who may be injured or damaged by the use of equipment or materials at said event, or by actions of the

vendor organization, its agents, servants, or employees.

30. Vendors selling university related items, i.e., college rings, may schedule dates other than those specified for off-campus vendors with advance permission. Vendors may exhibit indoors on a regular basis.
31. Vendors may be held financially responsible for any loss to or damage of SMSU or university property.
32. The Executive Director or designee has the authority to cancel any contract or services at any time without prior notice.

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