

**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 weekly vendor day(s) for off-campus vendors. 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 7:30 and 8:30 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 selling future services, certificates, coupons or contracts for future services shall be prohibited unless a special exception is granted by the SMSU Executive Director.
10. Marketing of credit cards is limited to the first three weeks 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. 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.
20. 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.
21. Dates may be rescheduled only with written permission from the Scheduling Coordinator.
22. 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.
23. 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.
24. 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.
25. Vendors may not play radios on Santos Manuel Student Union premises.
26. Vendors may not bring pets onto Santos Manuel Student Union premises.
27. Vendors shall not violate state or federal laws, or policies of California State University, San Bernardino or the Santos Manuel Student Union.
28. 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.
29. 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.
30. Vendors may be held financially responsible for any loss to or damage of SMSU or university property.

Revised 4/11/96 SUBOD  
Revised 11/29/01 SUBOD  
Revised 3-14-02 SUBOD  
**Revised 6/3/04 SMSU BOD**  
**Revised 6/7/07 SMSU BOD**  
**Revised 04-10-10 SMSU BOD**

California State University, San Bernardino

**SANTOS MANUEL STUDENT UNION**

**Vendor Space Rental Fee**

1. Off-campus vendor - \$30.00/day for the academic year  
\$20.00/per day for quarter breaks & summer
2. Faculty/Staff/Administration - \$30.00/day for the academic year  
\$20.00/day for quarter breaks & summer
3. CSUSB Registered Students - \$15.00/day for the academic year  
\$10.00/day for quarter breaks & summer

Revised 6/9/94 SUBOD

V.C.# \_\_\_\_\_

California State University, San Bernardino

SANTOS MANUEL STUDENT UNION  
5500 University Parkway  
San Bernardino, CA 92407  
(909) 537-5940  
FAX (909) 537-5942

**VENDOR SPACE RENTAL CONTRACT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 200\_, BETWEEN THE SANTOS MANUEL STUDENT UNION OF CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO, HEREINAFTER CALLED THE "SMSU", AND \_\_\_\_\_, HEREINAFTER CALLED THE "VENDOR." IN CONSIDERATION OF THE COVENANTS AND CONDITIONS OF THE SMSU, HEREINAFTER EXPRESSED, THE VENDOR AGREES TO ABIDE BY THE COVENANTS AND CONDITIONS, AND THE SMSU AGREES TO PROVIDE SPACE AND OTHER REQUIREMENTS AS DESCRIBED BELOW.

ITEMS FOR SALE: \_\_\_\_\_ DATE(S) OF SALE: \_\_\_\_\_

\_\_\_\_\_

RENT: \$ \_\_\_\_\_ PER DAY FOR A TOTAL OF: \$ \_\_\_\_\_

LOCATION OF SALE: \_\_\_\_\_

OTHER CONDITIONS: \_\_\_\_\_

SIGNATURE BY VENDOR INDICATES ACCEPTANCE OF THE TERMS OF THE SANTOS MANUEL STUDENT UNION VENDOR POLICY. THE CONTRACT IS NOT ACCEPTED BY THE SMSU UNTIL SIGNED BY THE SMSU ASSOCIATE DIRECTOR FOR OPERATIONS OR DESIGNEE.

**VENDOR:** Print Name: \_\_\_\_\_ Signature \_\_\_\_\_

Number & Street: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

**SANTOS MANUEL STUDENT UNION OF CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO**

Associate Director for Operations/designee: \_\_\_\_\_ Date: \_\_\_\_\_

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**FOR OFFICE USE ONLY:**

TOTAL DUE: \_\_\_\_\_ METHOD OF PAYMENT: \_\_\_\_\_

DATE PAID: \_\_\_\_\_ BUSINESS LICENSE ATTACHED: YES NO

MERCHANDISE POLICY ATTACHED: YES NO

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White: SMSU Administration Yellow: Vendor