



## VENDOR CONTRACT

between:

McMaster University Student Centre ("MUSC")

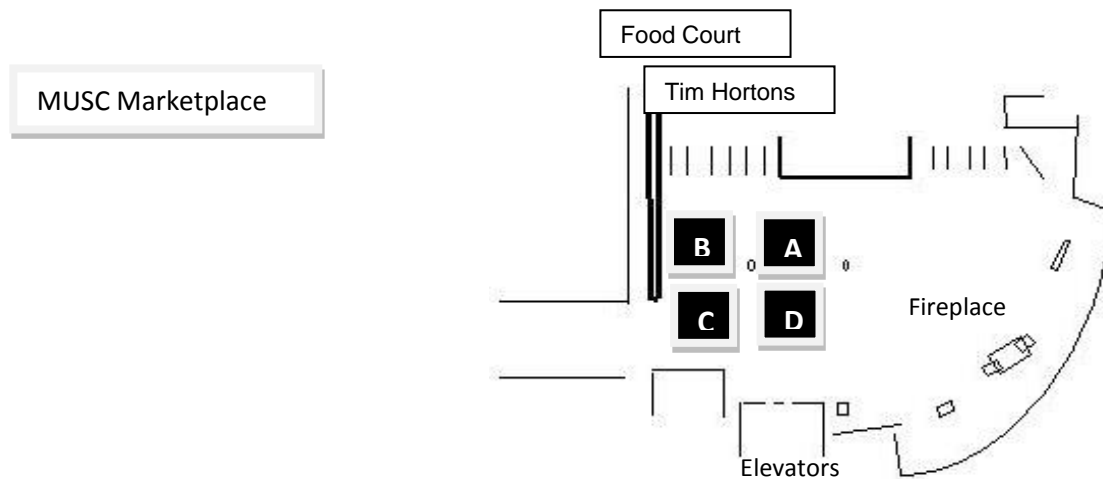
and

\_\_\_\_\_ ("The Client")

By signing this contract, you are agreeing to participate in the MUSC Vendor Program, subject to the following terms and conditions:

### A. Available Locations

1. MUSC has up to four Vendor Locations, as follows:



2. Space will be reserved for vendors on a first-come, first-served basis. If you require a specific location due to the nature of your display, please be specific in your request. **Tables cannot be removed from vendor locations, your display must incorporate the 8ft tables provided MUSC.**

\_\_\_\_\_ Vendor Initials

3. MUSC reserves the right to limit the number of Vendor spaces rented to The Client in any given period of time to ensure the Vendor Program offerings remain fresh and diverse.
4. Reservation requests must be submitted in writing, either through our on-line booking system at [www.muscmcmaster.ca](http://www.muscmcmaster.ca) (preferred method); or by email to [facility@msu.mcmaster.ca](mailto:facility@msu.mcmaster.ca)



## B. Rental Fees

1. All Vendor Locations are subject to the following daily rental fees. No discounts are available:

Month	Daily Rate
September to April	\$199
May to August	\$100

2. The rental fee allows for use of the 8ft x 10ft space and two 8-foot tables provided by MUSC, 2 chairs and the use of the power outlets.
3. All rental fees are subject to HST.

## C. Cancellations

1. Cancellations must be submitted **in writing** and will be processed on the same business day received. Any cancellation notices received after 4:00 PM will be processed on the following business day, a business day being Monday to Friday, excluding statutory holidays.
2. All cancellations of confirmed bookings have fees attached, as follows:
  - 11 or more business days before a confirmed date: 10% of rental fee
  - 6-10 business days before a confirmed date: 50% of rental fee
  - 5 or fewer business days before a confirmed date: 100% of rental fee

\_\_\_\_\_ Vendor Initials

## D. Deposits and Payment

1. New vendors will have to pay in full upon booking, until credit is established.
2. Rent will be collected at 10am each day, **NO EXCEPTIONS**. The Client will be charged a \$25 administration fee for late payment.
3. Payments can be paid with cash, cheque payable to "MUSC", credit card (Visa/Mastercard) or debit card. NSF cheques will be subject to a \$25 administration fee.

\_\_\_\_\_ Vendor Initials

## E. Permissible Activities at Vendor Locations

1. The Client must present a professional image in the designated Vendor Location, both in the display of merchandise and in the conduct of staff. The Client is expected to have an appropriate method for recording sales and for charging, collecting and remitting appropriate sales taxes.
2. The Client is permitted to bring, racks, décor items and display cases to be added to the Vendor location, provided the items are well-constructed, stable and appropriate for the 8ft x 10ft Vendor Location. No



display more than nine (9) feet tall will be permitted. **Tents are not permitted.** Storage bins/boxes for your inventory must not restrict the flow of traffic to other vendor locations in front of or behind the tables.

3. Vendor locations are available between 8:00 AM and 5:00 PM, Monday to Friday.
4. Subject to the conditions in section F below, the following activities are permitted at Vendor Locations:
  - a. Retail sales – Commercial activity for the purpose of selling and/or promoting a product or service.
  - b. Promotion – Activity aimed at promoting a company, product, event or political candidate.
  - c. Recruitment – The presentation of materials and information aimed at recruiting people for employment, volunteer opportunities, higher education or other academic courses.

#### **F. Restricted Activities at Vendor Locations**

1. MUSC reserves the right to deny Vendor Location requests to any company selling or promoting a product which, in the opinion of MUSC:
  - a. tends to lower the character of the facility;
  - b. constitutes unethical, deceptive or fraudulent advertising or selling procedures or practices, including offering goods that carry counterfeit or imitations of a legally registered trademark, including those of McMaster University ("McMaster", "Mac", "Marauder(s)", or using marks associated with the university, a team or organization, with the intent of profiting from the goodwill of those organizations who have developed those marks;
  - c. is unlawful;
  - d. is objectionable;
  - e. is a nuisance;
  - f. is inappropriate for a diverse public environment; and/or
  - g. breaches or contravenes the provisions of any of the leases or agreements of any tenants or occupants of MUSC; including, but not limited to:
    - i. Books
    - ii. Ready-to-eat food and beverage items
    - iii. Pharmaceuticals or other health products (e.g. vitamins)
    - iv. Graduation Photography services
    - v. Dental supplies and services
    - vi. Bars, restaurants and night clubs
    - vii. Photocopy and printing services
2. Following will govern the use of food and beverage as traffic promoters:
  - a. Food and Beverage Traffic Promoters, except those mentioned in (b) below, must be purchased through Hospitality Services
  - b. Small candies such as wrapped candies,, 'fun-size' chocolate bars or M&M bowls are permitted, as are popcorn, cotton candy and snow cone machines.
3. Transient vendors in the MUSC shall not seek to compete with the food services provided by the MSU or Hospitality Services. Any third party vendor that appears to compete or wishes to compete with these



groups shall only be permitted to operate on the Premises with approval from the MUSC Board of Management.

4. Transient Vendors are permitted to give away or sell food products in the MUSC Marketplace under the following conditions:
  - a. The Vendor is the manufacturer or official representative of the manufacturer that produces and sells the food or beverage;
  - b. The food and/or beverage items are pre-packaged and sealed for future consumption;
  - c. Sampling of food products will be limited to sample sizes of not more than 30g (1 oz.);
  - d. Sampling of beverages will be limited to sample sizes of not more than 60ml (2 oz.); and
  - e. The food or beverage being offered does not significantly direct traffic away from MUSC's food and beverage retail outlets.
5. The Client is not permitted to approach MUSC customers or guests at any time, either physically or verbally. All activity in Vendor Locations must be done from within the confines of the designated exhibit space.
6. The use of sound systems, amplification devices and megaphones is prohibited.
7. The distribution of flyers, handbills, samples and other promotional items outside of the designated Vendor Location is prohibited.
8. Helium balloons are not permitted anywhere in MUSC.
9. No posters, banners, signs or other form of advertising are permitted to be affixed to walls, doors, columns or other MUSC surfaces.

#### **G. Load-in, Load-out and Parking**

1. Load-in and load-out of merchandise and displays may take place anytime between 7:30 AM and 5:30 PM through the third loading dock on the east side of MUSC.
2. The Client is responsible for providing dollies and carts to assist with the load-in and load-out of merchandise.
3. Once load-in is complete, The Client must remove any vehicles to a designated parking area.
4. Parking on the McMaster University campus is \$20 per day. MUSC has no authority over McMaster parking rates.

\_\_\_\_\_ Vendor Initials

#### **H. Liability**

1. The Client hereby agrees to indemnify and hold harmless both MUSC and McMaster University against any and all third-party liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of The Client in the performance and/or failure to perform within this contract including the negligent acts or omission of any direct or indirect employees of The Client.



I, \_\_\_\_\_, am an authorized agent of The Client and agree to the foregoing terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
MUSC Signature

\_\_\_\_\_  
Date