



Vending Sales

General Terms of Use Agreement

Instructions for Completing the General Vendor Terms of Use

1. Areas where text needs to be entered is highlighted in a grey text box. Double click the grey area and a Text Form Field Options dialogue box will open, with the Default Text area already highlighted for replacement. You can also manually highlight the text box area and replace it.
2. If this Vendor will be selling or distributing food, they must be an approved University caterer. If Vendor is not an approved University caterer, they cannot sell or distribute food on Mason's campus or at a Mason event. Approved caterers can be found here: <https://obs.gmu.edu/approved-caterers-list/>. The process for a vendor to be approved as a university caterer can be found here: <https://obs.gmu.edu/caterers/#Apply>. If Vendor will be selling or distributing food, DO NOT enter into an agreement until the Vendor has been approved as a university approved caterer.
3. This agreement covers general terms of use. The activities listed below involve more specific details and terms that are not fully covered by this document. Additional procedures will be required for events or activities that include:
 - High impact sporting activities (football, rock climbing).
 - Sporting activities with potential for loss of life (skydiving, scuba diving, etc..)
 - Events with amusements and/or inflatables
 - Rental equipment
 - Food trucks
 - Nationally known entertainers
 - Fireworks
 - Tents (larger than 10'x10' erected by a vendor or requiring a temporary structure permit)
 - Any events created for minors; Events where minors will be in our care, custody, and/or control; Events that include minors as performers/vendors
 - Film productions
 - Parades (with floats and mechanicals)
 - Events with animals
 - Events involving alcoholic beverages

VENDOR TERMS OF USE

Mason appreciates your willingness to participate in the _____ (event name). In consideration of the mutual promises and benefits hereunder and other good and valuable consideration, Vendor agrees to all the following:

1. **Space Use.** Permission is given to Vendor for the sole purpose (INSERT WHAT THE VENDOR IS DOING/SELLING) during the Event. Vendor's ability to occupy an exhibit space is granted solely to the Vendor specified in this agreement. Vendor may not sell, rent, sublease, or assign its exhibit space. Vendor shall not permit any exhibit space to be used for any disorderly or unlawful purpose. Additionally, George Mason University reserves the right to require Vendor to cease engaging in any activity (including the sale of any products) that George Mason University, in its sole discretion, determines is unsafe or not suitable or appropriate for sale at the Event. Failure to comply with such directive may result in termination of this agreement and removal of Vendor from the Event.
2. **Set-up & take down.** The Vendor is solely responsible for set-up and clean-up of exhibit space used. Set-up is on _____ (date) from _____. Clean-up is from _____. All elements of an exhibit must be confined within the space designated and must be removed by the end of Clean-up. Vendor will be responsible to transport their materials to and from the exhibit space. Any materials left in the exhibit space after the end of Clean-up shall be considered abandoned by Vendor.
3. **Food.** If Vendor will be selling or distributing food, Vendor certifies that they are a university approved caterer. The process for a Vendor to be approved as a university caterer can be found here: <https://obs.gmu.edu/services/dining/#catering> If Vendor is selling or distributing food and is not a university approved caterer, the University may terminate this Agreement.
4. **University's exclusive contracts.** Products and services may not conflict or compete with the University's exclusive contracts which include but are not limited to:
 - Barnes and Noble
 - Sodexo Food Services
 - Canteen Vending Company
 - Coke Vending Company
 - Independent Food Contractors:
(Manhattan Pizza, Panera Bread, Panda Express, Chipotle, ...)
 - UPS
 - Wells Fargo
5. **Insurance.** At all times during this Agreement Vendor shall maintain at a minimum Commercial General Liability insurance coverage in an amount not less than \$1,000,000 per occurrence and automobile liability insurance insuring itself and its agents and employees for their acts, failures to act or negligence. Vendor shall provide a certificate of insurance which lists George Mason University as additionally insured or as the certificate holder ten (10) days prior to the scheduled event date.
6. **Compliance with Laws and Policies.** Vendor warrants that Vendor will maintain in current status a business license and all other applicable federal, state, and local licenses, permits and/or certificates applicable to the goods sold or as required for the operation of the business conducted by Vendor. Vendor is also required to comply with all applicable George Mason University policies. Vendors are solely responsible for their own compliance with such laws, regulations, and policies.
7. **Non-compliance.** In the event of non-compliance with any part of this agreement, Mason reserves the right to cancel Vendor, reassign the space location, or take possession of said space.
8. **Indemnification.** Vendor agrees to indemnify and hold harmless George Mason University, the Commonwealth of Virginia, and their officers, employees, and agents, from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney's fees, arising from activities related to this Event. Vendor agrees to pay for all damages to the University's property which arises out of Vendor's use of space at the Event.
9. **Limitation of Mason's Liability.** Mason, the Commonwealth of Virginia, its officers, agents, and employees shall not be liable for incidental, consequential, indirect, or specific damages including, without limitation, lost business profits or revenue. This limitation is a critical element of the parties' bargained-for consideration and will be effective even in the event Mason is informed in advance of the possibility of such damages.
10. **Parking.** Vendors must pay their own parking fee on the Mason campus.

11. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement may be modified or amended only in writing, signed by all parties.
12. **Applicable Law; Venue.** This Agreement shall be construed, governed, and interpreted by and in accordance with the laws of the Commonwealth of Virginia. Any litigation with respect to this Agreement shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia.
13. **Liability.** Vendor shall be responsible for the safety and conduct of its staff and their compliance with all University rules and regulations regarding participation in the Event and use of the space. The University is not responsible for any lost, stolen, or damaged Vendor items.
14. **Independent Contractors.** The relationship of the parties to each other is solely that of independent contractors. No party shall be considered an employee, agent, partner, or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the parties. The University does not sponsor, endorse, or make any express or implied warranties for Vendor.
15. **Publicity.** Vendor shall not use, in its external advertising or marketing programs any data, pictures, name, insignia, trademarks, pictures, or other representation of Mason or its employees except those authorized in writing by Mason in advance. Mason must receive in writing all requests for authorization no later than ten (10) days in advance of the use date.
16. **Waiver.** The failure of either party to enforce any provision in this Agreement shall not be deemed a waiver of such right. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable
17. **Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
18. **Force Majeure.** Neither Party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, national or regional health emergencies (including outbreaks, epidemics, and pandemics, regardless of whether such health emergency existed as of the Effective Date of this Agreement), and acts of God.
19. **Authorized Signatures.** The signatory certifies that he or she is an authorized agent to sign on behalf such party.

I HAVE READ AND UNDERSTAND THE ABOVE PROVISIONS AND AGREE TO BE BOUND BY THEM AS INDICATED BY MY SIGNATURE BELOW.

Vendor Name

(Authorized Signature) Representative Name/Title

Date

Address

Phone

Email