

University of Massachusetts Lowell Table Space Request and Agreement

Vending ◆ Sales ◆ Product Promotion ◆ Sampling ◆ Business Services
Hospitality and Event Services
Allen House 2 Solomont Way
Lowell, MA 01854
978-934-3888 (phone) | 978-934-4040 (fax)

This agreement serves as a table request and legal agreement for vendors, businesses and non-profit organizations that wish to obtain table space at UMass Lowell. Table space may be requested for vendor sales, marketing, product sampling, and provision of services or product demonstrations. There are a variety of tabling locations at UMass Lowell. The Hospitality & Event Services Office can recommend high-traffic table locations in various buildings on different campus locations.

Office Use - Received By:	Date:	Time:	Obtained via (circle): Walk-in – Phone – Email – Fax
Vendor/Organization/Business	Name:		
Primary Contact:			Phone #: ()
Address:			City, State, ZIP:
Email:			Fax #: ()
Preferred Date(s):			
Preferred Building or Location((s):		
items, please list the price range	es of the item	s. Please read	#2 on the next page for a list of prohibited products/activities.
Commonwealth of Massachuse prohibited products outline tabl a table at UMass Lowell. I und and location of tables. 4.) I u	its, as they a ing policies (erstand that I nderstand tha	pply to this to see below). 3 will be contact at if requested	ble University of Massachusetts Lowell policies and laws of the able request. 2.) Read and abide by the policies, protocols and 3.) This is a request to sell/vend or promote a product/service via cted by a University Representative to confirm the date(s), time d by the University, I am required to provide a Certificate of ity insurance and include additional insured status requirements

Organization/Vendor/Business Point of Contact:

reference, with the same force and effect as if their full text was inserted hereinto.

Signature:	Date:

Said insurance must comply with the requirements set forth by the University. The vendor acknowledges and agrees that the University of Massachusetts Lowell's policies, applicable laws of the Commonwealth of Massachusetts, Policies, Protocols and Prohibited Products document (next page), and vendor's insurance certificate are incorporated herein by

University of Massachusetts Lowell

POLICES, PROTOCOLS AND PROHIBITED PRODUCTS

Vending ♦ Sales ♦ Product Promotion ♦ Sampling ♦ Business Services

- 1. **Deadlines and Liability:** The vendor must complete and return this form a minimum of five (5) business days prior to the date(s) requested. Within three (3) five (5) business days you will receive an email confirmation with the date(s), time and location of table set-up. A vending reservation cannot be shared or transferred to another group. Note: the University may require you to provide a Certificate of Insurance with no less than \$100,000.00 in General Liability insurance with the inclusion of additional insured status, as required by the University.
- 2. Prohibited Products and Activities: Prohibited products include, but are not limited to travel services, insurance products, banking or financial services, promotional products, credit cards, utilities, mortgages or other loans, and/or subscriptions to any product or service. In addition, the sale of items already provided by an existing campus vendor, such as books, food, etc. will require special approval. The University of Massachusetts Lowell does not endorse or approve the misrepresentation of trademarks, copyrights or advertising by vendors. Any materials distributed should adhere to common sense guidelines of decency and appropriateness for the University's diverse population.
 Vendors/organizations and businesses are not permitted to collect or solicit contact information, email addresses, phone numbers or other personal data from students/faculty/staff unless they received prior written permission from the University to do so.
- **3. Food Vending or Sampling:** Food vending or sampling is not permitted. Any exceptions to the sale or distribution of food products must be approved by the venue hosting your event and UMass Lowell's Food Services. Food vending is restricted to a four-hour time period and may be restricted to certain locations. Please connect with the venue to request an exception to this policy.
- **4. Tabling Fees**: The daily fee is \$200.00 for a 16' x 4' space with two 8' ft. tables and two chairs provided by UMass Lowell. Requests for additional resources and services such as easels, coat racks, tables, and space may increase the cost for each reservation. **Payment**: Advance payment is required to the Office of Hospitality & Event Services. Payments are accepted via personal/business check or certified bank check only. Except as part of a scheduled 'vendor fair' only one vendor per space are allowed per day. Cash will not be accepted for payment.
- **5.** Tabling & Vending Constraints: No vendor/business/organization shall be permitted to table for more than four (4) times/days in any one calendar month. Vending hours are Monday Friday 8:30pm to 5:00 pm. Persons staffing a vendor table must remain at their table at all times. The University is not responsible for any items lost or stolen.
- **6.** Community Organizations and Non-Profit Organizations: Community and nonprofit organizations which desire to set-up and sell/advertise their products/services may request vending/table space, however, such requests must be submitted to the office of Community Relations for further approval. This process serves to avoid conflicts with existing or on-going University projects, relationships, agreements, fundraising or collaborative efforts. Please note, requests may be denied if they are in conflict with an existing partnership/agreement, or the sale/service duplicates a similar effort past, present or future.
- 7. Liability: By signing the reverse, vendor agrees that the University of Massachusetts, Lowell shall not be held liable for any act or omission, loss, expenses, claim, suit, injury to person(s) or damage to property, harm or false promises resulting from the quality of products and services provided by the vendor, or any other liability arising from or related to the vendor's exercise of this Agreement, which is caused by the vendor, its officers, employees, agents, contractors, or the products manufactured or sold by vendor. Fraudulently represented products or trademark misrepresentation are federal crimes and the University will cooperate in the prosecution of violators. The validity, interpretation and effect of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The organization/vendor shall not represent or imply that it is affiliated in any way with the University other than as a licensee, and organization/vendor shall not represent or imply that its activities are endorsed or approved by the University.
- **8.** Confirmation and Check-in: Table requests will be approved or denied within three (3) five (5) business days by the venue. Requests may be denied for reasons of duplication of services, safety concerns, prohibited products, liability concerns or if your request conflicts with the mission of the university or existing university policies and procedures. Organizations are required to check-in upon arrival, prior to setting up their table display or promotional items
- **9.** Cancellation: Weather or other states of emergency may require the closing of the campus. If this is occurs on a confirmed date, a new date may be selected by mutual agreement of the venue and the organization. If advance payment has been received, cancellation or date changes must be made by the vendor/organization within five (5) business days of the event, or the organization will forfeit any paid fees.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

certificate floider in fled of Such	endorsementasj.		
PRODUCER		NAME: Irene Muniey	
Bollinger Inc.		PHONE FAX (A/C, No. Ext): FAX	
A subsidiary of Arthur J. Gallaghe 101 JFK Parkway	er & Co.	E-MAIL ADDRESS:Irene_munley@ajg.com	
Short Hills NJ 07078		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers Property Casualty Co of A	25674
INSURED		INSURER B :Travelers Indemnity Company	25658
Teach For America, Inc.		INSURER C: Travelers Indemnity Co of America	25666
300 W. Adams St. Ste. 1000 Chicago IL 60606		INSURER D :	
		INSURER E :	
		INSURER F:	
COVEDACES	CERTIFICATE NUMBER,	DEVISION NUMBER.	

COVERAGES

OVERAGES CERTIFICATE NUMBER: 130466432 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

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GENL AGGREGATE LIMIT APPLIES PER: PRODUCTS - COM	P/OP AGG \$2,000,000
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X HIRED AUTOS X NON-OWNED AUTOS PROPERTY DAMA (Per accident)	GE \$
	\$
A X UMBRELLA LIAB X OCCUR PF8-EX-1135L124 TIL 14 5/1/2014 5/1/2015 EACH OCCURREN	ICE \$25,000,000
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ANY PROPRIETOR/PARTNER/EXECUTIVE TO THE SECOND SECO	NT \$1,000,000
(Mandatory in NH)	EMPLOYEE \$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - PO	SUCY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Date of Event: 06/13/2014 to 08/01/2014

University of Massachusetts Lowell is an Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

Lauren Rojas, University of Massachusetts Lowell, Attn: Hospitality & Event Services - Executive Director 600 Suffolk Street Suite 354

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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