



## External Vendor Agreement Form

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Date: \_\_\_\_\_ Tax ID Number or Social Security Number: \_\_\_\_\_

Name of Vendor/Firm \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Purpose of Table (Please be specific):  
\_\_\_\_\_  
\_\_\_\_\_

Requested Dates: \_\_\_\_\_ Requested Times \_\_\_\_\_

### GSC External Vendor Policies

- There is a limited amount of space for vendors each day. All tables will be reserved on a first-come first-served basis.
- No credit card solicitations allowed in or around the Gallagher Student Center.
- All tables are located either on the first floor of the GSC or outdoors on the GSC Concourse. No tables can be moved from their assigned locations.
- Each vendor may only reserve one 6ft table and two chairs. The use of additional tables, chairs, tents, etc., must be approved by the GSC least one week in advance.
- No additional equipment can be provided. No AV equipment is available for vendors.
- All extension cords must be secured so that they do not present a safety hazard.
- Storage is not available and parking is the responsibility of the vendor.
- No aggressive sales tactics will be allowed. Vendors must stay behind their assigned table.
- Nothing may be affixed or attached to any part of the Gallagher Student Center.
- All payments are due on the day of your reservation. Payment must be made by cash or check only.
- Xavier University will collect fees for the rental of vendor tables according to the following:
  - The rental fee for a vendor table will be \$100 per day or 20% of total daily revenue, whichever is greater.
- Vendors must complete the *Xavier University Standard Facilities Use Agreement*.

You will receive a confirmation from the GSC either by phone or email for the dates and times that you have vendor space reserved. No dates will be confirmed without a completed External Vendor Agreement Form and an External Vendor Product/Service Liability Form.

**By signing below, I am representing that I have the authority to bind the entity listed above. I also agree that I have read and understand the terms listed in this "External Vendor Agreement Form" as well as the attached "External Vendor Product/Service Liability Form". I also understand that Xavier University has the right to immediately stop the use of a vendor table, or to restrict the future reservation of vendor tables of any vendor or organization who does not, in the sole discretion of Xavier University, adhere to the standards of conduct set forth in this agreement.**

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**Authorized Agent's Signature Date**

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**Xavier University's Signature Date**

Please complete and return this form to:  
Xavier University, Gallagher Student Center Administration  
Gallagher Student Center Suite 100  
3800 Victory Parkway, Cincinnati, OH 45207-2124  
Phone: 513.745.3201  
Fax: 513.745.3212  
Revised 7/11/16



**External Vendor Product/Service Liability Form**

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1. In consideration for being permitted to solicit at Xavier University, \_\_\_\_\_ (herein after referred to as "Vendor") agrees to the following terms and conditions. These terms and conditions shall apply to all purchases made on University Premises.
2. Vendor agrees that Xavier University assumes no liability whatsoever regarding purchaser complaints as to merchandise or services provided by Vendor. As stated in the "External Vendor Agreement Form", vendor agrees to indemnify and hold harmless the University, its agents and trustees, from and against any expenses, damages, liability and costs (including costs of suit and attorney's fees) causes by or arising from, directly or indirectly, any act or mission of solicitor, its agents, contractor and employees, in conjunction with the subject matter of this agreement.
3. Vendor will in no way compete with any products or services already offered by Xavier University.
4. Vendor is responsible for the collection of any and all state and city taxes or service taxes relative to the product of service. Under no circumstances will Xavier University accept and responsibility for the tax obligations of the Vendor.
5. Vendors will not use any University trademarks or and other intellectual property rights without prior written approval from the authorized University agent.
6. Xavier University reserves the right to prohibit sales of products or services that are contradictory to the University's Catholic, Jesuit, and Educational Mission at any time, with no refund of rental fees. Further, Xavier University reserves the right to cancel any reservation with at least five (5) business days notice for any reason. Reservations cancelled by Xavier University with less than five (5) business days notice because of emergency or extenuating circumstances will be given the opportunity to reserve another date in the future.
7. Vendor understands that Xavier University explicitly reserves the right to immediately stop the use of a vendor table by, or to restrict the future Vendor Table usage of any vendor or organization who fails to comply with these terms and conditions and/or who interferes with the policies and procedures of Xavier University and the Gallagher Student Center and/or who interferes with the safety of the guests of the Gallagher Student Center. No refunds will be issued under these circumstances.

By signing, below, I represent that I have the authority to bind the entity listed above. I also represent that I have read, understand and agree to the terms listed above and in the "External Vendor Agreement Form".

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**Authorized Agent's Signature**

**Date**

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**Xavier University Signature**

**Date**

Please complete and return this form to:  
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Gallagher Student Center Suite 100  
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