

OSU Event Vendor Registration

43rd Annual Klatowa Eena Powwow



Oregon State
University

WHEREAS, the Native American Student Association at Oregon State University (“OSU”) is hosting the 43rd Annual Klatowa Eena Powwow (the “Event”) on Saturday, May 19, 2019 in Gill Coliseum in Corvallis Oregon. The Event includes opportunities for vendors to sell Native American items and crafts: beadwork, jewelry, books, woodwork, CDs, leatherwork, and many more beautifully crafted items in addition to various food items.

Vendor participation is subject to the following terms and conditions.

Event Name/Location:	43rd Annual Klatowa Eena Powwow OSU's Gill Coliseum 660 SW 26th St Corvallis, OR 97331
Event Date(s)/Hours:	Saturday, May 18, 2019 From 11:00 am to 10:30 pm
Oregon State University Host Organization & Contact Information:	OSU Native American Longhouse Eena Haws 311 SW 26th Street Corvallis, Oregon 97331 T: 541-737-2738
Vendor Name/Contact Information:	(Hereinafter: “Vendor”)
Brief Description of items being offered for sale and/or other activities to be offered at Event.	

EVENT RULES & TERMS OF PARTICIPATION

- 1. Space Allocation:** Standard Booth Size is 10’ x 10’. All Vendors are assigned a space on a first come first serve basis. OSU reserves the right to determine the final location. OSU will make every reasonable effort to accommodate a Vendor’s preference for location. Displays may not exceed 10 feet in height and easy-up tents with canopies can only be used in the main arena. Vendor must request access to electrical supply if needed. Limited spaces with electricity available.
- 2. Restrictions on Merchandise Offered for Sale:**
 - a) Merchandise offered for sale for this Event must be handcrafted, grown, or produced by the Vendor and cannot have any OSU-affiliated logo, name, marks, symbols, images of OSU or the athletic beaver mark on the item. Any items available for sale at the OSU bookstore will not be eligible for sale by Vendor. Failure to comply with this provision may jeopardize Vendor eligibility for participation in future events. Vendor assumes all liability for loss or damage to their merchandise and displays during the Event.
 - b) **Payment Card Industry (“PCI”) Compliance Requirements:** In Connection with merchandise sales at OSU, VENDOR may need to operate certain information technology systems not owned by OSU (“VENDOR Systems”), which may need to interface with or connect to OSU’s networks, internet access, or information technology systems (“OSU Systems”). VENDOR agrees to establish security

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procedures for VENDOR Systems to protect cardholder data and comply with the PCI Data Security Standard. VENDOR can find details of the PCI Security Standard at www.pcisecuritystandards.org. VENDOR agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of VENDOR's security obligations or other event requiring notification under applicable law, VENDOR agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend OSU and its trustees, officers, and employees for and against any claims, damages, or other harm related to such a breach.

- c) Door Prize Drawing: Vendors may donate one gift valued between \$20 and \$40 to be given away as a door prize at the Event. Such gift shall be properly tagged with the Vendor's name and be delivered to an Event Representative at the Event Venue by the start of the Event.
3. Event Access/Vendor Set-Up & Take Down: The Event is open to the public beginning at 12:00 pm. Vendors will be allowed access to set-up their booths beginning at 8:00 am on the day of the Event. OSU reserves the right to manage Vendor access prior to the Event to control traffic flow. Vehicle Loading Zones are adjacent to the Event venue. Vendor will clear and clean its booth before the Event venue closes at 11:00 pm.
4. Loading Zones. Vendors may park without a permit for up to 30 minutes in a designated Loading Zone. Loading Zones are available adjacent to the Event venue. Due to the size of the Event, OSU will schedule times to Vendors for to access the Loading Zones. Vendors will receive instructions for accessing Loading Zones at time of Vendor registration.
5. Vendor Parking: Vendors may be required to have a permit to park if utilizing restricted street parking or parking lots. Vendor parking permits may be obtained through OSU's Office of Transit & Parking Services. (<http://transportation.oregonstate.edu/parking>.)
6. Limitations of Use. Vendor shall fully abide by all OSU rules for the Event venue, program or service; as well as General Terms of Use for University Facilities provided as Attachment A and incorporated by this reference.
7. Registration Fees. Registration Fees are \$60 per space on Main Arena Floor (10 available, canopies allowed); \$40 per space in Mezzanine area (12 available, no canopies allowed); \$10 to rent a table provided by OSU. Tables must be reserved on or before May 10, 2019. Payment due at the time of Vendor Registration. Parking shall be the responsibility of the Vendor.
8. Right to Cancel. Cancellations must be received no later than May 10, 2019 in order for Vendor to be eligible for a refund.
9. Refunds. Refunds will be issued upon receipt by OSU of Vendor's written notice to cancel and request for refund as follows: full refund: on or before May 3, 2019; 50% refund: on or before May 10, 2019; and no refund: after May 10, 2019.
10. **GENERAL PROVISIONS**
 - a) Non-Exclusivity. At its sole discretion, OSU may enter into substantially similar agreements with other Vendors for this Event.
 - b) No Endorsement. Vendor's participation in the Event in no way constitutes OSU's endorsement of Vendor or Vendor's items and services.

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- c) Assignment: This Agreement is non-assignable and non-transferrable.
- d) Independent Contractor: The parties are independent contractors in relation to one another and neither party is authorized to act as principle/agent, partner or employer/employee of the other.
- e) Standards of Conduct: While acting under this Agreement, Vendor shall comply with generally-accepted community standards of good taste, and the determination of OSU will be conclusive on this issue. Vendor shall abide by all of the rules for the facility, as annotated in Attachment A in addition to any additional guidance provided by OSU.
- f) Insurance: Vendor affirms it is insured for general liability with the minimum limits of \$1,000,000 per individual and occurrence with minimum limits of \$1,000,000, or if applicable, at a lower-level agreed upon by OSU as detailed in Attachment B.
- g) Indemnity and Liability: Vendor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from: the conduct of Vendor, Vendor's promotional material under this Agreement, or from any act, omission, or neglect of Vendor or its employees. Vendor shall indemnify and hold harmless OSU, its officers, agents, board members, and employees from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of the Vendor while acting under this Agreement.
- h) Force Majeure: Neither OSU nor Vendor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of OSU or Vendor, respectively.

Vendor has read and understands the terms of use and participation in the Event, and by the signature of Vendor's authorized representative below, agrees to abide by the terms of use and participation.

ACCEPTED BY:

Vendor Signature/Title/Date

ACCESS TO PREMISES

1. **Accessing Premises:** In providing access to Premises to VENDOR, OSU, its officers, agents, and employees may enter any part of the Premises at any time and on any occasion. OSU does not relinquish its rights to control the management and operation of the Premises, including its rights to enforce all state, county, and city laws/ordinances and any OSU policies applicable to the Premises.
2. **Access to Others for Other Events:** Unless otherwise specified in writing, OSU shall have the right to permit access to others to the Premises by scheduling other events in multiuse Premises both before and/or after the dates and times of VENDOR access and at the same time as the VENDOR's event in other locations on campus, without notice to VENDOR.
3. **Removal of Vendor:** OSU reserves the right to deny access of Premises by removing VENDOR from the Premises at any time and for any reason whatsoever at any time if the event is not conducted in a manner as proposed, if the event threatens the safety of people or property, and/or if any laws, ordinances or OSU policies are violated. Upon exercise of this authority, the VENDOR waives any claims for damages or compensation against OSU, its officers, agents, employees, board members and trustees.

CARE OF PREMISES

4. **Defacement of Premises:** The VENDOR shall not injure or in any manner deface the Premises and shall not cause or allow the Premises to be injured or defaced, including, but not limited to, the use of nails, hooks, tacks, or screws in any part of the Premises without written permission of OSU.
5. **Installation/Construction of Structures:** VENDOR shall not install or construct any structures in/on the Premises without prior written permission of OSU. OSU reserves the right to impose any requirements needed for installation or construction of approved structures.
6. **External Equipment:** VENDOR shall not use external equipment, such as electronics, generators, amplifiers, etc. without the written permission of OSU.
7. **Occupancy Loads:** VENDOR shall not exceed occupancy loads of the Premises. VENDOR will be responsible for any fines or penalties for violation of occupancy codes.
8. **Clean Up of Premises:** VENDOR's obligation under this section shall be in addition to any services regularly provided by OSU's custodial staff/contractors. VENDOR shall keep the Premises clean and generally cared for during use and VENDOR is responsible for cleanup of the Premises after the event. Events that include distribution of literature requires clean up within 500 feet of the Premises for discarded materials. If materials are not cleaned up, the VENDOR will be charged for actual clean-up cost and for any additional fees, which may be applicable.

RESPONSIBILITY FOR PREMISES

9. **Responsibility For Loss and/or Damages:** VENDOR shall be responsible for all loss and damage to any property, injury to persons, expense, inconvenience, and delay which may be caused by, or result from, the VENDOR's use of the Premises under the VENDOR Agreement, or from any act, omission, or neglect of VENDOR, committed with or without the knowledge or consent of the VENDOR or any person acting on behalf of VENDOR. If, during the terms of the VENDOR Agreement, the Premises or any portion of the Premises are damaged by the act, default, or negligence of the VENDOR or its agents, employees, patrons, or any other person or persons admitted to the Premises by the VENDOR, the VENDOR shall pay to OSU, upon demand, such a sum as shall be necessary to restore the Premises to its original condition. VENDOR shall be responsible for any Assumption of Risk or Waivers for minors attending VENDOR's event.
10. **Responsibility For Loss and/or Damages to Property of Others In/On Premises:** OSU assumes no responsibility whatsoever for any property of others placed in/on the Premises, and OSU, its officers, agents, and employees are hereby expressly-relieved and discharged from any and all liability for any loss, injury, or damages to persons or property that may be sustained by reason of occupancy or use of the Premises by VENDOR. OSU shall have the sole right to collect and retain custody of property left in/on the Premises not collected by VENDOR during clean up. VENDOR shall not interfere with the collection or custody of such property left in/on Premises.
12. **Insurance:** Vendor agrees to keep in full force and effect general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate and auto liability insurance with a minimum limit of \$1,000,000 per accident, each of which may be maintained in a combination of primary and excess coverage, issued by an insurance company or re-insurance company permitted to do business in Oregon, with an AM Best rating of no less than A-/VII.

STANDARDS, POLICY AND LAWS

13. **Firearms and Weapons:** All firearms and weapons are prohibited in/on the OSU campus under OSU Standards 576-065-0010 and 580-022-0045, unless such possession is authorized by OSU's Department of Public Safety.
14. **Smoking:** The Oregon Indoor Clean Air Act, ORS 433.835-433.875, and OSU policy prohibit smoking in public facilities and within 30 feet of building entrances or around open windows.
15. **Alcohol:** Alcohol service at all OSU events/activities and properties under OSU control are governed by OSU Standard 576-060 and MUST be registered with OSU Risk Management 21 days prior to your event (<http://risk.oregonstate.edu/alcohol-service>).
16. **Gambling:** Gambling in any form is prohibited.

RIGHTS AND TRADEMARKS & ENDORSEMENT

17. **OSU Logos and Trademarks:** VENDOR may not use, sell, or display OSU logos and trademarks without prior written permission from the OSU University Marketing office. This includes use in advertising brochures or press releases.
18. **Filming, Radio and Television:** VENDOR may not grant the rights of filming, radio and television coverage in/on the Premises without the approval of OSU Media Services.
19. **Endorsement:** Authorized use of Premises or services in no way constitutes OSU endorsement of VENDOR, its views, objectives or program content.

MISCELLANEOUS

20. **High Profile Invitees:** VENDOR is required to inform OSU of any event where high profile individuals such as celebrities, dignitaries, politicians, etc. may attend. VENDOR shall be responsible for any additional cost associated with inviting high profile individuals.
21. **Diversity:** VENDOR shall comply with OSU policies and guidelines in its commitment to respect of Diversity. As a higher education institution with a diverse community, OSU affirms its commitment to the prohibition of discrimination and harassment and to the protection of equal opportunity for all. Every event at OSU shall create and provide a positive, safe, and respectful environment in alignment with OSU's strategic plan involving Diversity.
22. **Relationship of Parties:** Nothing in this Agreement shall be deemed to make OSU and VENDOR partners or joint venturers or to create a relationship of principal and agent between them. VENDOR is not to be considered an agent or employee of OSU for any purpose, and neither VENDOR nor any participants of VENDOR's group entitled to any of the benefits that OSU provides for its employees. VENDOR will be solely and entirely responsible for its acts and for the acts of the participants of VENDOR's group during the time of this Agreement.
23. **No Third Party Beneficiaries:** OSU and VENDOR are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
24. **Force Majeure:** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of OSU or VENDOR, respectively.
25. **Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to the conflict of law principles thereof. Any action or suit brought by the parties relating to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Benton County for the State of Oregon. Customer hereby consents to the in personam jurisdiction of such courts, waives any object to venue in such courts, and waives any claim that such forum is an inconvenient forum.
26. **Entire Agreement:** This agreement, to include all attachments incorporated by reference below, constitutes the entire agreement between the parties with respect to the services and all other subject matter hereof and merges all prior and contemporaneous or previous communications, contracts and agreement whether written or oral with respect to such subject matter. It will not be modified except by a signed writing dated subsequent to the date of this agreement and signed on behalf of USER and OSU by their respective duly authorized representatives.

Attachment B: OSU Accepted Vendor Liability Insurance Coverage Limits

*Include Attachment B ONLY if Vendor has limits of liability below \$1,000,000 and the department accepts the responsibility for lower coverage amount.

If Vendor has Liability Insurance limits below \$1,000,000 detail insurance information here:

VENDOR INSURANCE INFORMATION

LIABILITY INSURANCE CARRIER: _____ POLICY #: _____

LIMITS: _____ EXPIRATION DATE: _____

INSURANCE AGENT NAME AND CONTACT INFORMATION:
