



## **Vendor Activity Agreement – Alma Mater Society of UBC**

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### **Vendor Programs in the Student Union Building (SUB)**

The Alma Mater Society of UBC offers manufacturers, wholesalers, and retailers (referred to as Vendors) various opportunities to display and / or sell their products and services to the campus community. The net proceeds from the vendor activities are used to finance and support student services. There are three categories of marketing opportunities available.

### **Vendor Fairs**

The AMS holds 5 structured fairs during the academic year (September through April) on the main Concourse\* of the S.U.B. The Fairs range from 3 days (February) to 2 weeks (November). Each fair has an appropriate theme, and the mix of products or services accepted into the fair are accepted accordingly to reflect the theme.

Vendors are provided with a booth (size varies) complete with pipe and drape and the fairs are advertised to the campus community through a combination of media including print advertising, banners and posters.

*\*Concourse area, Main Level of the Student Union Building (SUB) University of British Columbia  
6138 Student Union Boulevard, Vancouver BC*

### **Casual Marketplaces**

During the school year (Sept-April) student displays have priority on the Concourse. There are occasions when some of the space is not booked by student groups and the AMS offers it to vendors on a short term, but irregular basis.

The location and duration of space is subject to availability and may vary depending on circumstances. Vendors must have participated in at least three of the Vendor Fairs in the preceding 12 months to qualify for the Casual Marketplaces.

Vendors are provided with tables to display their merchandise. Casual marketplaces are not advertised on campus.

### **Summer Marketplace**

During the summer months (May-August) the Student Union Building hosts local, national and international conferences. Summer classes at UBC start in mid May and the vending opportunities also commence at that time. Summer Marketplaces take place inside on the SUB Concourse, but on occasion when the Concourse is booked by conference groups, the Marketplace may be moved to the outdoor plaza. Tables are provided and the Summer Marketplace is advertised on campus and to the conference delegates when appropriate.

### **Application Acceptance and Booth Allocation Policy – Vendor Fairs**

First time vendors will be required to fill out an application form and sign the Vendor Activity Agreement before any show or marketplace applications are considered. Once the initial application **and** range of **product(s)** are approved, vendors may apply for any of the fairs mentioned above.

1. In order to maintain the integrity of the theme for each show, and to ensure interesting shows through providing a good mix of products and services, the number of booths available for each product or service category will be capped at a maximum number which is determined by the theme of the show.

Product categories are:

*Jewelry*

*Clothing*

*Combination*, Two or more products – e.g. jewelry/clothing/accessories

*Single Product* – e.g. handbags only, watches only

*Services* – e.g. Credit cards, Tutoring, Newspapers

Once accepted into a fair, vendors may only sell the products that they indicated on their application and may not introduce other products that will change their product category unless a written document or email is submitted and approved by the organizing coordinator.

2. Vendor applications will be accepted on a "first received" basis by product category, until the category maximum is reached. If the show is undersold, additional vendors in a product category may be accepted on a "first received" basis.
3. Vendors may indicate their preferred booth location on the application in order of preference. Vendor Booth placement is allocated by seniority.\* Once the seniority list has been exhausted, the remaining booths will be allocated, numerically, by random draw.

*\* Seniority is established by the vendor who has participated in the greatest number of vendor fairs in SUB regardless of the product that they currently sell or have sold in the past. This list is developed from AMS archived records that date from 1998 and is the definitive list for the purpose of establishing seniority.*

### **Casual Marketplace Acceptance and Table Allocation**

1. The Vendor must have participated in at least three Vendor Fairs within the last twelve months in order to qualify for casual marketplace vending. Vendors who qualify and wish to be contacted about Casual Marketplace vending may fill out the appropriate form to be placed on the contact list
2. Casual Marketplace dates are released up to three weeks in advance, and it is understood that due to the limited notice period, the inability of a Vendor to participate in one or more of the casual marketplaces will not affect their eligibility to participate in future events.
3. Vendors must provide a telephone number for contact. Vendors on this list will be contacted in order of their seniority and informed of the dates. Vendors will be contacted once only and a message left on their voice mail if they are not at home, with a deadline date and time for a return call clearly stated.
4. Dates will be allocated on a "first come, first serve" basis.
5. Table placement on the concourse during the Casual Marketplaces is subject to change. Vendors cannot be guaranteed any particular placement. Vendors attending on consecutive days may be required to move to different placement each day depending on other activity in the Concourse
6. From time to time and depending on the circumstances and availability, Vendors may be provided with storage space or allowed to "tarp" their table. This privilege is not guaranteed and all products left in the building are at the Vendors own risk. If the Vendor can not, or chooses not to make use of this provision when it is available, or, if there is no storage space available, the Vendor may decide to "tarp" their tables on a day to day basis, with the following terms and conditions being in effect:
  - ▶ the Vendor will inform the AMS Summer Marketplace coordinator a minimum of one business day in advance of their wish to tarp, and understand that the AMS retains the right to not approve the request;
  - ▶ the Vendor will provide all their own tarping materials ;
  - ▶ vendors who are booked for two or more consecutive days and who choose to tarp their tables will remain in the location of their first day regardless of placement in order to accommodate scheduling of other Vendors, unless otherwise determined by the AMS Summer Marketplace coordinator;
  - ▶ a Vendor wanting to change the location of their tarped tables/chairs must have advance approval from the AMS Summer Marketplace coordinator
  - ▶ the Vendor is responsible for moving all their tables, chairs & equipment if the request is approved
  - ▶ the AMS may alter these terms from time to time depending on circumstances
  - ▶ no security is provided

**At all times, the Vendor is solely responsible for the security of all their property and agrees the AMS will not be held responsible for any loss, theft, or damage.**

### **Vendor Fair Application Process**

1. Full payment must accompany each/any application for processing to be considered. Space confirmation will follow at a later date; no application is confirmed until payment is processed and written verification is sent by the show to the Vendor. Vendors whose application is not accepted will receive a full refund with no fees assessed. Vendors whose credit card payment is declined or cheque is returned for insufficient funds will be required to submit payments for future applications with cash, money order or certified cheque.

2. The Vendor will assume responsibility for obtaining appropriate business licenses for their products in the Student Union Building, and labeling of those products must be in accordance with the law. Vendors must be prepared to produce proper licenses at the request of the show. The Vendor will hold the Alma Mater Society harmless from any damage or loss received due to the Vendor's failure to secure proper licensing and labeling for their products.
3. Vendors may not sell any of the following goods; Goods which violate Federal, Provincial, or local health or safety standards or statutes; goods which are known to be defective or are misrepresented as being of a quality or of a manufacture which they are in fact, not; clothing or any other goods bearing the insignia, heraldry or name of the University of British Columbia, or any other goods similar to products sold by the AMS businesses; greeting cards, stationary, school supplies and any imitation ("knock off") products. Blank CD's, DVD's, computer cables  
It is further understood, that Vendors agree to provide a refund or replacement for any defective merchandise sold while a vendor is at the Student Union Building.)
4. **There are absolutely no refunds for any reason** once the application form has been received, approved, and accompanying payment is processed, on any payments made to the Alma Mater Society. If the Vendor wishes to cancel it must be made in writing by email, fax or in person before each deadline date per show. See individual show cut off dates on the application form.
5. It is agreed that the booth space shall not be sublet or transferred without written permission of AMS. The Vendor shall indicate one individual who is authorized to make decisions with respect to their application, in the event that more than one person is involved in their display.
6. Completed applications may be received by mail, fax or hand delivery

#### **Terms and Conditions**

1. In the best interest of the show, the Vendor agrees to abide by all regulations and rules adopted by the show and as may be revised from time to time. The Vendor further agrees that the show have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the Show. Rules and regulations may vary from show to show and are stated on the individual show application forms.
2. It is understood that booth placement will likely vary from Show to Show and the AMS will use all reasonable efforts to ensure that fairness in the application of booth assignment will be in place for all Shows with appropriate consideration being given to seniority, variety, interest, and customer logistics.
3. The Vendor agrees that no display may be dismantled or goods removed during the agreed upon Show hours for the entire run of the show. The Vendor display will remain intact until the specified closing hour of the last day of the show. The Vendor also agrees to remove their exhibit equipment and any other property from the show building by the final move-out time limit, or in the event of failure to do so, the vendor agrees to pay the AMS for such additional cost as reasonably may be incurred.
4. The Vendor shall undertake to maintain qualified personnel in the display during the show hours and agrees to limit the number of their representatives to a maximum of three people per booth at any given time. The Vendor also agrees to ensure that they or their staff is present with their display between 0900-1700h daily or hours prescribed by each individual show.
5. All sales/promotional activities must be confined within the perimeter of the Vendor's booth. Vendors are not permitted to leave their designated booth area for the purpose of soliciting business, distribution of advertising or promotional materials, or direct or indirect customer contact, and will respect the integrity/limits/comforts of adjoining booths and exhibitors.
6. In consideration of the guests in the Student Union Building who are not interested in purchasing or viewing goods or services, aggressive sales techniques or intrusive customer solicitation is not permitted.
7. It is understood that Fire Code Regulations and SUB Building / Vendor Show Policy provide for limitations on Booth activities and parameters. These include, but are not limited to: Vendors are not permitted to place merchandise, promotional collateral, chairs or any other matter of things outside the dimensions of their assigned booth space, having an open flame (e.g. lit candles), product demonstrations that produce fumes that might be offensive to visitors, or loud and intrusive music.

### **Consequences /Conduct**

1. If the Vendor fails to comply with and respect the terms of this agreement, all rights of the Vendor hereunder shall cease and terminate. Payment made by the Vendor on account hereof will be retained by the show as liquidated damages for breach of their contract and the show may allocate the space to an alternative vendor.
2. Both parties agree that professionalism in their conduct and treatment of each other is critically important to a business relationship. Conduct unbecoming a professional business relationship is not acceptable and subject to appropriate notice bringing this to the attention of the Vendor. Such conduct includes, but is not limited to, raising one's voice inappropriately in anger, aggressive and / or intimidating conduct, harassment (either personal or otherwise), etc. It is the responsibility of the Vendor to respond to concerns raised, and a refusal or failure to correct such conduct may result in the suspension of commercial booking opportunities for the Vendor for a period to be determined by the AMS in their sole discretion. Violations of this policy may result in up to 3 written warnings, however nothing in this agreement compels the AMS to provide the warnings, if the seriousness of the violations would indicate that warnings are not applicable,
3. The Show reserves the right to reject or prohibit products or Vendors which the Show considers objectionable or inappropriate at their sole discretion. The Show may also relocate products or Vendors when in the show's opinion such moves are necessary to maintain the character and/or good order of the event.
4. Acting reasonably, the Alma Mater Society reserves the right to cancel any "confirmed" Vendor booking, for any reason, with a full refund of the booth/table rental fee. The AMS may also require any Vendor or other persons to discontinue sale of any goods or service and to require any person or persons to leave the premises for any valid reason. In the event that a Vendor violates any of the "Terms or Conditions" listed, all previously deposited monies will be retained by the AMS and no refunds will be provided.

### **Liability**

1. The Vendor will hold the Show harmless from any damage, expenses or liability, arising from any injury or damage to said Vendor, their agents, servants or employees or to the property of said Vendor or occurring in the said building or the approaches and entrances thereto, except by negligence of the show. The show will hold the Vendor harmless from any damage, expenses or liability arising from any injury or damage to the Show, their agents, servants or employees or to the property of the Show or occurring in the said building or the approaches and entrances thereto, except by negligence of the Vendor.
2. The Vendor's property shall be placed on display and exhibited at their own risk and the Show assumes no responsibility for loss or damage thereto. The Vendor shall assume all responsibility for loss or damage to their property due to fire, theft, flood, lightning, earthquake, explosion, or any cause beyond the control of the AMS. AMS is not liable for any repercussions from these or other circumstances beyond its control, including but not limited to war or civil disturbance; strike; industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by the Vendor to provide the show with correct contact details (including postal address) payment information or any change of address.
3. In the event the building should be destroyed by fire or the elements, or if any circumstances whatsoever should occur which might make it impossible for the show to permit Vendors to occupy the premises, or if the Show is cancelled, the Vendor shall pay for space only for the period the space was, or could have been, occupied by such Vendors, and the Show will be in no way responsible for any claims or damage, which might arise in consequence thereto. A refund of all monies received from the Vendor will be made by The Show in the event of this event not being held as proposed and The Show shall be released from any and all claims for damage or otherwise.
4. The Vendor is liable for any damage caused to the surrounding building floors, walls, or columns, or to standard booth equipment, or to other Vendors' property. Vendors may not apply paint, lacquer, adhesive or other coating to floors or to standard booth equipment without written permission of The Show. Products and display materials may not extend outside the perimeter of the vendor's space. Fire regulations prohibit open flames.

This contract is subject to Canadian law and the exclusive jurisdiction of Canadian courts and is governed by the laws of the Province of British Columbia. Violations of any of these Terms & Conditions will result in a warning to be kept on file. Depending on the circumstances, up to three warning letters may be issued and could result in termination of vendor privileges. In the event the circumstances mentioned previously are serious in nature, the AMS reserves the right to terminate the Vendor privileges without the requirement of the series of warning letters.

## Vendor Application Form

Please print clearly and complete in full:

Company: \_\_\_\_\_

Name: \_\_\_\_\_

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

City: \_\_\_\_\_

Province: \_\_\_\_\_ Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Wholesale: \_\_\_\_\_ Retail: \_\_\_\_\_ Both: \_\_\_\_\_

Years in Operation: \_\_\_\_\_ Business Licence No: \_\_\_\_\_

Do you sell your products at other locations?

If Yes, Please list:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list all Product(s) to be sold. Sales of products not listed are prohibited and you will be requested to remove them from your exhibit until approval is granted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have read and understood the Vendor Activity Agreement and agree to the terms and conditions that apply.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date