



William T. Driscoll  
University Center  
2055 E. Evans Ave.  
Denver, CO 80208  
Fax: 303.871.7888

**University of Denver - William T. Driscoll Student Center  
Reservation Order and Vendor Agreement**

Please complete the attached Reservation Order and Vendor Agreement to confirm your reservation of a table to sell products and services on the bridge of the William T. Driscoll Student Center (“Facility”) located at 2055 E. Evans Ave., Denver, CO 80208 on the University of Denver Campus.

Reservations are accepted on a first come/first serve and as available basis and are granted at the sole discretion of the University of Denver. Your reservation shall include a table and parking permit and will cost \$60.00 per day. You must set-up and strike your display each day. You may not leave or store any products, display items or materials at the Facility. Any signs, banners or other display items require the prior approval of the University of Denver. If your display will require a power supply, you must make a request and receive approval from the University of Denver prior to setting up your display and you may be charged an additional fee for such use. You will be provided with instructions on where to park.

For additional information or questions please contact our reservations staff, at 303.871.4231 or [driscollreservations@du.edu](mailto:driscollreservations@du.edu).

## William T. Driscoll Student Center Reservation Order and Vendor Agreement

Vendor :      Name \_\_\_\_\_  
                  Company: \_\_\_\_\_  
                  Address \_\_\_\_\_  
                  \_\_\_\_\_  
                  Phone: \_\_\_\_\_  
                  \_\_\_\_\_  
                  Email: \_\_\_\_\_  
                  \_\_\_\_\_

Reservation Dates\*:    Start Date: \_\_\_\_\_    End Date: \_\_\_\_\_  
    Set-up Time \_\_\_\_\_    Strike Time \_\_\_\_\_

*\*must be within the Hours of Operations: Monday-Friday: 9:00am-5:00pm*

Description of Product or Services to be Sold: \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

FOR DRISCOLL CENTER USE ONLY	
Reservation Order Complete:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Vendor Agreement Signed:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Power Supply Approved:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Fee Paid: \$	Method of Payment: <input type="checkbox"/> Cash <input type="checkbox"/> Check
Comments:	
DRISCOLL CENTER STAFF CONFIRMATION	
Name:	Title:

## VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made as of the signature date below and is by and between Vendor named above, and Colorado Seminary, a Colorado not for profit corporation which owns and operates the University of Denver and its William T. Driscoll Student Center ("University").

### 1. Reservation

This Agreement governs Vendor's reservation of a table on the bridge of the William T. Driscoll Student Center ("Facility") at the dates and times listed on the Reservation Order attached to this Agreement ("Reservation"). Vendor shall pay the University \$60.00 per day for the Reservation, which includes use of a table and parking permit ("Reservation Fee"). The Reservation Fee shall be due and payable to the University prior to or on the start date of the Reservation.

### 2. Vendor's Responsibilities

Vendor agrees:

- 2.1 to provide a detailed written description of the products or services that Vendor intends to offer during the Reservation which shall be listed on the Reservation Order and incorporated into and become a part of this Agreement.
- 2.2 to comply, at its own expense, with any applicable University policies, including, but not limited to, policies related to sexual harassment, violence, drugs and alcohol use at <http://www.du.edu/hr/policy/employmentpolicies.html>.
- 2.3 to comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the sale of Vendor's products or services.
- 2.4 to comply with the Vendor Regulations, attached hereto as Exhibit A.

### 3. Independent Contractor

**3.1 Vendor is an independent contractor and not the agent, employee or servant of the University. Vendor does not have the authority to act for the University, or to bind the University in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the University. Vendor has and hereby retains full control of and supervision over the performance of Vendor's obligations hereunder and full control over any persons employed by Vendor. Vendor shall satisfy all tax and other governmentally imposed responsibilities as a self-employed person and/or independent contractor including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, workers' compensation and self-employment taxes. Vendor understands and agrees that as an independent contractor its employees will receive no benefits of any type from the University. Vendor is in the business of providing products and services for sale to the general public. The Reservation is solely at the risk of Vendor and Vendor shall take all precautions necessary for the proper and sole performance thereof.**

### 4. Indemnity and Warranty

- 4.1 Vendor shall indemnify and hold harmless the University, its affiliates, students, agents, trustees and employees from and against all judgments, orders, awards, claims, damages, losses, costs and expenses, including, but not limited to, court costs and reasonable attorneys' fees, arising from Vendor's use of the Facility, breach of this Agreement or which are caused by the negligence or willful misconduct of Vendor, its agents or employees to the extent not caused by University's negligence or willful misconduct.
- 4.2 Vendor shall take all necessary precautions, and shall be responsible for the safety of Vendor's employees and agents and the security of its products or services, in connection with Vendor's use of the Facility.
- 4.3 This provision shall survive expiration and termination of this Agreement.

## 5. Insurance

Without limiting any liabilities or any other obligations of Vendor, Vendor shall purchase and maintain the minimum insurance coverage below

- 5.1 Commercial General Liability, with minimum limits of \$1,000,000 per occurrence, and products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000, issued on an occurrence basis. Certificate(s) of Insurance acceptable to the University shall be issued and delivered prior to the commencement of the Reservation, and shall name the University and its affiliates, agents, trustees, officers and employees as "Additional Insured" for liability coverage.
- 5.2 Worker's Compensation insurance for Vendor's employees or agents in accordance with applicable statutory limits. Vendor shall provide proof of worker's compensation coverage for its employees or agents prior to the commencement of the Reservation.
- 5.3 In addition, after execution of this Agreement, Vendor shall provide the University with certificates of other insurance coverage if the University determines, in its sole discretion, that the nature of Vendor's Reservation necessitates such additional coverage.
- 5.4 Failure on the part of Vendor to meet these requirements shall constitute a material breach of contract, upon which the University may immediately terminate this Agreement. Vendor and its insurer(s) providing the required coverage shall waive their rights of recovery against the University and its affiliates, agents, trustees, officers and employees.

## 6. Termination.

This Agreement may be terminated as follows:

- 6.1 The University reserves the right to terminate this Agreement for Good Cause. "Good Cause" shall include, but not be limited to, intervening maintenance, loss of use or temporary utility outages, including, but not limited to problems with the utility systems or heating or cooling systems and loss of electricity, administrative or operational difficulties pertaining to the Facility or surrounding premises, damage or destruction caused by fire so as to prevent the use of the Facility for the purpose of this Agreement, strikes, national emergency, construction delays, weather or other Acts of God, or any other cause beyond the control of the University. In the event the University terminates this Agreement for any of these reasons, which involve no fault by Vendor, the University shall refund to Vendor any portion of the Reservation Fee on a pro rata basis for any prepaid amounts relating to the remainder of Vendor's dates and times of occupancy under this Agreement or reschedule

Vendor's Reservation and such refund or rescheduling shall be Vendor's sole remedy for such termination. The University shall not be liable to Vendor for any damages whether actual or collateral, for loss of profits, future business opportunities or otherwise as a result of termination of this Agreement for Good Cause and Vendor hereby waives any other claims, damages or liability on the part of the University as a result of termination for Good Cause.

- 6.2** The University reserves the right to terminate this Agreement for "No Cause". In the event the University terminates this Agreement for No Cause, which involves no fault by Vendor, the University shall refund to Vendor any portion of the Reservation Fee on a pro rata basis for any prepaid amounts relating to the remainder of Vendor's dates and times of occupancy under this Agreement or reschedule Vendor's Reservation and such refund or rescheduling shall be Vendor's sole remedy for such termination. The University shall not be liable to Vendor for any damages whether actual or collateral, for loss of profits, future business opportunities or otherwise as a result of termination of this Agreement for No Cause and Vendor hereby waives any other claims, damages or liability on the part of the University as a result of termination for No Cause.
- 6.3** The University may also terminate this Agreement, at its sole discretion, if it receives evidence that Vendor and/or any of its officers, directors, agents or employees have: 1) violated laws, ordinances or rules and regulations, federal, state, or local; 2) acted or operated in a manner which constitutes a nuisance and/or disturbance; 3) violated any other agreements or violated or anticipates violating this Agreement; or 4) participated in misconduct, property damage, or created circumstances presenting the reasonable threat of damage or injury to persons or property; or 5) violates University policies and procedures. The University, in its sole discretion, may also require the immediate removal of Vendor and all of Vendor's invitees from the premises under such circumstances. The University shall not be liable for damages, including indirect, incidental, special or consequential damages, as a result of the termination and Vendor hereby waives any other claims, damages or liability on the part of the University.
- 6.4** If Vendor terminates this Agreement without good cause, as defined under Section 6.1 or fails to take possession of and to use the Facility in accordance with this Agreement, then the University shall be entitled to retain the Reservation Fee.

## **7. General Terms and Conditions**

- 7.1** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.
- 7.2** The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms, provisions or options on any future occasion.
- 7.3** This Agreement does not grant Vendor an exclusive privilege or right to sell products or services at the William T. Driscoll Student Center. University makes no representations or warranties as to the results or benefits Vendor may or may not receive via the Reservation.

- 7.4 The provisions of this Agreement that, by their sense and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement.
- 7.5 Vendor's may not assign, pledge or encumber this Agreement without the prior written consent of the University. Any such attempted assignment, pledge or encumbrance shall be null and void.
- 7.6 This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Colorado.

The undersigned hereby represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of its organization. The undersigned, on behalf of his or her organization has read, understands, and agrees with the enclosed rules and regulations.

**VENDOR:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## EXHIBIT A – VENDOR REGULATIONS

Vendor must comply with the following Vendor Regulations:

- A. **Display Restrictions:** Nothing can be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Signs, banners and other display items will not be permitted to intrude into or over aisles or walkways. Each Vendor is entitled to a reasonable sight line from the aisle regardless of the size of their display.
- B. **Space Restrictions:** Aisles and other non-assigned spaces shall not be used by Vendor. Vendor's display shall not extend into such spaces. All displays, interviews, lectures, demonstrations, or any other type of activity shall be conducted inside the space assigned to Vendor unless otherwise approved by the University. All University of Denver buildings are smoke-free. Only animals trained to assist the disabled are allowed in University facilities. Bicycles, inline skates, skateboards, skates or scooters are not allowed in University facilities.
- C. **Signs:** Signs, banners or other display items are the responsibility of the Vendor; but are subject to the approval of the University with respect to content and placement. Vendor shall not use any materials with a message that contains an endorsement by the University of any service or product of Vendor or any third party.
- D. **Electrical Needs:** Electrical needs for items such as VCRs and monitors must be approved by the University.
- E. **Sound Volume:** Vendors will be expected to keep any sound equipment at a reasonable volume. Headsets with videos are acceptable. Showing of videos, slides, transparencies, opaque materials, etc., will only be permitted within the confines of the Vendor's space.
- F. **Character of Displays:** The University reserves the right to determine the suitability and appropriateness of all displays, and the attire and conduct of all Vendor personnel.
- G. **Food and Beverages:** Vendor may serve food and/or beverages only if pre-approved by the University. No alcoholic beverages shall be served at any time. **If Vendor plans to sell food or beverages, Vendor must comply with the requirements of the City and County of Denver posted at: <http://www.denvergov.org/PHI/FoodFacilities/FoodFacilities14/tabid/391982/Default.aspx>. A copy of any required permit must be provided to the University prior to the Reservation start date and the permit must be prominently displayed at your table.** Cooking is not allowed on site. Food brought in must be completely cooked, following guidelines for sanitary food preparation, including, but not limited to, hot food shall arrive hot (ideally 165 degrees but no less than 140), time tagged and should not be served past 4 hours after arrival, and as outlined in <http://www.denvergov.org/Portals/260/documents/English%20SYK04.pdf>. Those serving food MUST wear protective gloves. Vendors are also responsible for bringing any silverware, plates and serving spoons needed.
- H. **Cleanliness of Display –** Vendors must keep their areas clean, neat and orderly. It is the responsibility of the Vendor to pick up after the event and to leave the facility in the condition in which it was found. Failure to do so may result in fees being assessed for clean up.
- I. **Security:** Protection of Vendor's property and insurance are the Vendor's sole responsibility. Vendor agrees that the University makes no representation whatsoever with respect to the security of Vendor's property while on the premises.
- J. **Set-up/Tear Down Times –** Set-up Time shall be approved by the University. All displays must be removed from the DU Campus no later than 6:00pm each day unless otherwise agreed to by University. Vendor may not leave or store any products or materials at the Facility.
- K. **Advertising.** Vendor shall provide copies of all written advertising, media releases, tapes of audio advertising and/or televised tapes at least one week in advance of the release of the materials. The advertising cannot be used without the written consent of the University, which will not be unreasonably withheld. User agrees to immediately discontinue or correct any advertising if the University determines, in its sole discretion, that such advertising is unacceptable. User agrees that all advertising of any kind, including, but not limited to, on site or off, in print, verbal, televised or

online, shall be factually correct and true and will in no way mislead the public or damage the reputation of the University. All advertising space inside the Facility and on the University premises is the exclusive property of the University and subject to its control. If User desires to use such space, User must pay the applicable fees and expenses. In no event, shall User advertise in the Facility or on the University premises without the prior written consent of University.

- L. Parking.** The University of Denver is an urban campus. Street parking surrounding the University campus is limited to one hour by the City of Denver. Visitor lots are available on a first come first served basis. There may or may not be a fee to pay for parking dependent upon the location of the space. All posted rules and regulations must be followed.
- M. Access.** All portions of the sidewalks, parking lots, entrances, passages, vestibules, halls, and all ways of access to public utilities of the premises shall be kept unobstructed and shall not be used for any other purpose other than ingress or egress to and from the premises. Vehicular traffic is prohibited on University sidewalks, greenbelts, or other non-paved designated driveways.