

SALES/PROMOTION AGREEMENT

Event and Meeting Services, Memorial Union
Memorial Union Third Floor
P.O.Box 870901
Tempe, AZ 85287-0901
mureservations@asu.edu <http://www.asu.edu/mu>

BEFORE A REGISTERED STUDENT ORGANIZATION MAY SPONSOR A NON-UNIVERSITY ORGANIZATION, THE NON-UNIVERSITY ORGANIZATION MUST HAVE ALL REQUIRED DOCUMENTS AND FEES ON FILE AND BE REGISTERED WITH THE MEMORIAL UNION:

- **REQUIRED CERTIFICATE OF INSURANCE**
- **ALL REQUIRED FEES**
- **TEMPE PRIVILEGE LICENSE** (*if conducting sales*)
- **STATE SALES TAX LICENSE** (*if conducting sales*)

This Agreement is effective as of _____, 20 ____ between the Arizona Board of Regents ("ABOR") for and on behalf of Arizona State University ("University"), the _____ Student Organization or Department ("Sponsor") and _____ "Non-Arizona State University Organization (NUO).

1. USE OF MALL:

A. University grants permission for the NUO to conduct business on the ASU mall with the following restrictions:

1. Location (Space A, B, C, D, E, F, G, H or SSV Lawn): _____
2. Purpose of use (if sales, describe items to be sold): _____

3. Dates(s) (maximum of 5 dates per semester): _____

Time: _____

4. Table(s) or Display: _____

Please note that 10 x 10 canopies are permitted with 25# of weight per vertical pole, anything larger requires a permit from the Fire Marshal.

5. Size of location: Varies, minimum of 10 x 10
6. NUO must provide own tables and chairs
7. Vehicles cannot be parked or driven to the location. All items must be hand trucked from a designated loading zone or appropriate parking lot.
8. To help ASU reach sustainability goals we encourage NUO's to consider the impact of any promotional items and **REQUIRE** that all packaging and trash be packed back out with the NUO at the conclusion of the event.

B. Contact person at sponsoring Student Organization/Dept: _____

Telephone: _____

2. COMPENSATION: NUO must pay Sponsor no later than _____ (date) by check payable to the name of the Sponsor, as it appears in the opening paragraph of this Agreement. Full payment is due regardless of number of actual sales or use.

A. NUO will pay \$ _____ per day (minimum is \$125/\$175 during premium weeks) to Sponsor for each day set forth above. A total of \$ _____ for this contract period.

3. CANCELLATION:

NUO will not bring, consume, or permit to be consumed, any tobacco products, alcoholic beverages or illegal drugs on the campus of Arizona State University. If NUO or any agent or employee of NUO is on University property while in possession of, under the influence of, or impaired to the slightest degree by intoxicating beverages, narcotics, marijuana, or other drugs, University or Sponsor may cancel this Agreement and the NUO will be liable for payment of all resulting costs, expenses, damages and claims. The NUO will reimburse Sponsor by check made payable to Sponsor within 10 days following the NUO receipt of demand for payment from Sponsor.

4. INSURANCE: NUO, at its expense, will procure and maintain, during the term, a policy of commercial general liability insurance in an amount of not less than one million dollars, (\$1,000,000) single limit, against claims for bodily injury, death and property damage occurring in connection with the NUO's use of the space. This insurance must name the Arizona

Board of Regents, Arizona State University and the State of Arizona as additional insureds. NUO must provide ASU with a certificate evidencing this coverage no later than 10 days prior to use of space.

5. **DAMAGES AND INDEMNITY:** NUO will pay for the cost of any repair or replacement due to any damage caused by the NUO to University property. NUO will indemnify Sponsor, Arizona State University, the State of Arizona and the Arizona Board of Regents and their officers, employees, members and agents for all damages, claims, or allegations arising from any act, omission, or negligence Of NUO including without limitation, any damages, claims, or allegations of invasion of privacy, copyright infringement, or fraudulent business practices.
6. **WEAPONS, EXPLOSIVES, FIREWORKS:** Use, possession, display or storage of any weapon, explosive device, or fireworks is prohibited on all land and buildings owned, leased or under the control of ASU or its affiliated entities, including the mall spaces available for this agreement.
7. **APPLICABLE LAW:** NUO shall comply with all applicable state, federal or city laws and regulations and with the policies and regulations of ASU pertaining to the use of the assigned space
8. **RELATIONSHIP:** NUO will not make any statement (written, oral or otherwise, including any promotional materials) related to the use of the space that could cause confusion as to the entity sponsoring the event occurring in the space. NUO will put affirmatively in all of its promotional materials that the event occurring in the space is not offered, presented, sponsored, or endorsed by ASU and is not in any way associated with ASU. Neither NUO nor NUO's agents or employees will for any purpose be considered employees or agents of the University or ABOR.
9. **ASU Memorial Union/Student Pavilion Outdoor Event Space Terms and Condition of Use ("Terms and Conditions"):** The parties have read the Terms and Conditions https://eoss.asu.edu/mu/plan_event/sales which are incorporated by reference herein and agree to abide by those terms and conditions.
10. **ORAL REPRESENTATIONS:** This agreement contains the entire agreement and understanding of the parties. No representation warranty, condition, or agreement will be binding upon the parties unless incorporated in this agreement. This agreement may not be amended except in writing signed by all parties.

NON-UNIVERSITY ORGANIZATION

SPONSOR

Name of Organization

Name of Registered Student Organization

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Phone

Phone

Address

Email for confirmation

City State Zip

Date

Email for confirmation

Date

S.S. # (Individual) OR
Tax I.D. # (Agency/Corp)