

SALES/PROMOTION AGREEMENT

Event and Meeting Services, Memorial Union
Memorial Union Room 182
Arizona State University, Tempe, AZ 85287-0901 FAX (480) 965-5834
mureservations@asu.edu <http://www.asu.edu/mu>

BEFORE A REGISTERED STUDENT ORGANIZATION OR DEPARTMENT 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**
- **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 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: _____
2. Purpose of use (if sales, describe items to be sold):

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

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: Mall spaces are 15' 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. **LIABILITY INSURANCE:** NUO will procure and maintain, at NUO's expense, insurance coverage which meets all ASU requirements as outlined online at <https://cfo.asu.edu/ehs-insuranceservices> Located under liability/property insurance, then certificates issued to ASU.

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. APPLICABLE LAW: NUO shall comply with the laws of the United States and Arizona, and with all ordinances, rules and regulations of Arizona State University and the Arizona Board of Regents.
7. RELATIONSHIP: Neither NUO nor NUO's agents or employees will for any purpose be considered employees or agents of University.
8. 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 by a writing signed by all parties.
9. NO SPONSORSHIP OR ENDORSEMENT: By entering this Agreement for the use of space, University does not endorse or sponsor the activities of Sponsor or the NUO

NON-UNIVERSITY ORGANIZATION SPONSOR

Name of Organization

Name of 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)