



**FLORIDA STATE UNIVERSITY**  
Tallahassee, Florida 32306

By clicking on the acceptance of Terms for this License and Permission to Exhibit and sell at Market Wednesdays, I have accepted all of the following terms and conditions and any additional special terms as ay may be provided in the Click Acceptance page.

**Terms and Conditions  
of Market Wednesdays Vendor License from  
Licensor Florida State University to Vendor Licensee:**

**SCHEDULED RESERVATIONS**

As of the date of this agreement, Licensee has requested, and Licensor has granted and scheduled, the following reservations.

**License Contract will cover all TBD dates for Market Wednesday for the academic semester in which it is entered, regardless of if Licensee participates in all of those dates.**

**EQUIPMENT PROVIDED BY LICENSOR**

Licensor agrees to provide the following equipment for use by Licensee during the period covered by this agreement:

**Access to Market Wednesday area, tables/chairs, support from Reservations Coordinator/Campus Event Services.**

**TERM OF LICENSE**

This agreement is only valid for the dates and times described in the *Scheduled Reservations* section above. All dates/times covered under this agreement must occur within the same academic semester as determined by the University Registrar. This agreement shall automatically expire upon the conclusion of the final reservation, but no later than the end of the academic semester.

**COMMERCIAL ACTIVITY/SOLICITATION**

Florida State University is committed to protecting free expression and the facilitation of the exchange of viewpoints and ideas. The activity covered as part of this agreement is considered

Commercial Activity/Solicitation and is not protected in the same manner. Commercial Activity/Solicitation as it relates to this agreement shall be defined as the promotion, sale, or distribution of any product, merchandise, publication, or service, whether for immediate or future delivery; or the distribution or display of digital or printed material, merchandise, or products designed to publicize, advertise, encourage the purchase or use of any property, product, merchandise, publication or service. It includes, without limitation, peddling; visits from vendors of food, merchandise, textbooks, software, supplies, or equipment during and outside of Market Wednesday time ; and the distribution at those times of handbills or posting of notices on behalf of private individuals or for-profit businesses. Note that some of these activities, like posting, are subject to other specific university regulations.

## **PROHIBITED PRODUCTS AND SERVICES**

Business categories and advertisements may not glorify, edify, promote, or support the sale of alcohol, tobacco products and simulated tobacco products, illegal drugs; display trademarks and or brand names of alcohol, tobacco, or other drugs; contain material that is obscene or defamatory; or be directed to incite or produce imminent lawless action.

Prohibited products and services include, but are not limited to, those that require a special state license (e.g. pets, haircuts, etc.), weapons, fireworks, tobacco or vaping products, diet or nutritional supplements, drug paraphernalia, bars and night clubs, including any happy hour specials, telephone services, insurance products, banking or financial services, credit cards, utilities, mortgages or other loans, and/or items that violate U.S. Copyright or Patent laws (e.g. clothing, purses, copied CDs, DVDs, etc.), or anything that creates a clear and present danger to the University community. Any goods and services distributed under this agreement should adhere to guidelines of decency and appropriateness, and show respect for the broad community of students, faculty, staff, and visitors at Florida State University. As the items or services licensed here for sale involve a commercial activity or solicitation, the University reserves the right to prohibit the sale, promotion, and/or distribution of any item, service, or material that does not support the mission, vision, values, reputation, and brand of Florida State University.

The sale of items already vended and/or distributed on campus by the University or in competition with any University contracted service (i.e. food & beverages, textbooks, computers, University branded merchandise, etc.) requires special approval is prohibited.

The University cannot monitor the intellectual property ownership status of each offered product or service but does not endorse or approve the misrepresentation of trademarks, copyrights, or advertising by vendors

The University reserves the right to deny a reservation request based on previously scheduled events or activities, space availability, or conflicts with any existing University regulations, policies, contracts, or services.

## **PAYMENT FOR USE OF FACILITIES**

For and in consideration of the use of the aforementioned facilities and equipment, Licensee agrees to pay Licensor the sum of **\$85 for outside vendors or \$42.50 student vendor each time vendor is present at Market Wednesday** as a use fee, exclusive of additional costs which may be applied by Licensor for the providing of equipment or services as

scheduled herein. If additional reservations are requested and approved, this amount shall be changed to reflect the additional space and services are requested. Each vendor is required to purchase their own tabling spot at the appropriate rate based on their individual status. The rate and fee only apply to the business owner, not the employees of the business vending their own products or services. Sharing or representing multiple businesses under a single tabling purchase is not permitted and additional vendors must obtain their own license.

## **USE OF FACILITIES**

Licensee shall have the right to use the facilities, which is the sale area for Market Wednesdays as maybe specifically designated for the Licensee by Licensor and equipment described above for the specified period of time for the sole purpose of **Market Wednesday** and for no other purpose.

## **COMPLIANCE WITH RULES AND REGULATIONS**

It is expressly understood and agreed that the use of facilities and equipment provided by Licensor shall be in compliance with municipal, county, and state laws and regulations, and with the policies and rules of The Florida State University Board of Trustees and Florida State University, the same being subject to change as necessary without notice except as required by law. Such laws and regulations specifically include any health mandates or restrictions of the government or university. ***Licensee agrees that it assumes full responsibility for any minor children under its supervision while on Licensor's premises and agrees that it will ensure that all supervisors who will be supervising or interacting with minor children have obtained criminal background checks if required by law or Licensor's policies and regulations. Licensee further agrees that it will not permit anyone who has been convicted of a sexual offense to serve in an employment or volunteer capacity for Licensee, or to serve in positions responsible for the direct or indirect supervision of minor children, or which may allow for unsupervised access to, or interaction with, minor children while on Licensor's premises.***

## **SPONSORSHIP-USE OF UNIVERSITY SYMBOLS**

Licensor expressly excludes and disclaims any and all responsibility for any sponsorship of the events or activity to be held by Licensee under this License. Except as otherwise provided for in this agreement, the name and symbols of Florida State University shall not be used in connection with the promotion, or the holding of the events or activities covered by this agreement.

## **CONCESSIONS**

The Florida State University retains the right to the sale of any and all items and to any and all other concession activities, except as specifically granted by Florida State University to Licensee. All income from concessions for sale of any items in connection with the events or activities covered by this agreement shall be retained by Florida State University unless distributed in accordance with the separate written agreement of the parties to this agreement. Any such agreements regarding concessions or the distribution of money here from shall be executed by all parties to this agreement and made part hereof.

## **INDEMNIFICATION**

The vendor agrees to indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Education, the Florida State University Board of Trustees, Florida State University, and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner arise or are alleged to have arisen, from the acts, omissions or wrongful conduct of the Licensee or Licensee's officers, employees, agents, guests, patrons, licensees, invitees or contractors in connection with or related to their operations, activities, occupancy or use of the premises.

## **INSURANCE REQUIREMENTS**

Licensors reserves the right to require a Certificate of Insurance from Licensee. If required, Licensee shall provide Licensor with evidence of insurance naming The Florida State University Board of Trustees and Florida State University as additional insureds and protecting Licensor against claims in the minimum amount of \$500,000 per person, \$1,000,000 per occurrence (preferably \$1,000,000 combined single limit). For state agencies (including schools in the State/County System), the Licensee shall carry liability insurance with a minimum limits of \$100,000 per person, \$200,000 per occurrence. Evidence of this insurance shall be attached to and made a part of this agreement prior to execution by Florida State University. No license shall be created by this agreement until it is executed by both parties.

## **DISCLAIMER OF RESPONSIBILITY FOR DAMAGES**

Licensors expressly excludes and disclaims all responsibility for damages, loss or injury to property and/or persons arising out of the use of Licensor's premises under this agreement, except as proximately caused by the negligent acts or omissions of Licensor, its employees, agents or representatives. Licensee assumes all risk of loss or damage to the personal property of Licensee placed upon the premises in connections with Licensee's use of the premises under this agreement. Licensee agrees that nothing contained in this agreement shall be construed as an extension of the waiver of the State's sovereign immunity beyond the limited waiver expressed in Section 768.28, Florida Statutes, and expressly acknowledges that Licensor will have no liability beyond that provided in the Statute.

## **SPECIAL EQUIPMENT**

Licensee must notify Licensor, in writing, at least 30 days prior to the event or activity covered by this agreement of any special equipment requested by Licensee from Licensor. Any such equipment shall be provided only with the express written agreement of Licensor, may involve additional fees and the failure of Licensee to notify Licensor of its request for such equipment under the provisions of this paragraph shall relieve Licensor of any obligation to provide any such equipment. Licensee must also notify Licensor of any special equipment it will bring onto the premises other than the products or services sold or promoted under this agreement as provided below..

## **SET-UP, USE, REMOVAL OF EQUIPMENT**

Licensors expressly assumes all responsibility for the set-up and removal of all equipment and/or paraphernalia provided by Licensor, Licensee expressly assumes all responsibility for set-up and removal of any equipment and/or paraphernalia other than that specifically provided by

Licensee. Licensee agrees to place any such equipment provided by it upon the Licensor's premises in such a manner as will cause no damage to the premises covered by this agreement. Licensee shall not erect, place or operate on the premises covered by this agreement, without the express written advance consent of the Licensor, any machinery, equipment, or appliance operated by gas or electricity, nor shall Licensee without the express written consent of Licensor, affix any equipment or personal property to the premises in any manner. Licensee agrees to repair or otherwise correct or to reimburse Licensor for any damages caused by the installation and/or removal of any equipment or paraphernalia provided by Licensee under this paragraph.

## **JANITORIAL SERVICES**

At the request and cost of Licensee, Licensor shall provide for normal janitorial service and routine clean-up of all areas covered by this agreement, such service to be rendered only at the conclusion of the events or activity covered by this agreement, unless otherwise agreed to in writing by the parties. The cost of such janitorial services shall be paid by Licensee according to Licensor's general charges for such services or prevailing wages for Licensor's employees assigned to provide such services. In the event that Licensor does not provide such janitorial services, Licensee shall be responsible for all janitorial services and general clean-up of the premises covered by this agreement within the time period covered by this agreement.

## **PARKING**

Licensee agrees to become familiar with and adhere to all applicable policies and procedures as maintained and enforced by FSU Parking and Transportation Services. Licensor shall not be responsible for any violations, fines, or other adverse situations arising from improper parking or other transportation issues on campus. Licensor shall provide a suitable temporary loading/unloading zone for goods and equipment and provide reasonable access to the same in connection with the events or activities covered as part of this agreement.

## **POLICE AND SECURITY**

Licensor shall furnish, at Licensee's cost, police and security officers as necessary at Licensor's discretion for traffic, crowd control and safety. Charges for such services shall be in accord with Licensor's general charges for such services or prevailing wage rates for officers assigned to the events or activities covered by this agreement.

## **MUSIC AND/OR AMPLIFIED SOUND**

Licensee is not permitted to broadcast music or other amplified sound, except as allowed by University policy. Small speakers audible only to those standing near a table or display may be allowed at the discretion of the Licensor.

## **TOBACCO USE AND CODE OF CONDUCT**

Tobacco use, including simulated tobacco use (e.g. vaping), is prohibited on property, interior and exterior, owned or managed by Florida State University within the state of Florida under this agreement. Licensee may not use tobacco, or products that simulate tobacco use, while on the campus of Florida State University.

Licensee shall refrain from using profanity and engaging in uncivil behavior while conducting activities on the campus of Florida State University in association with events or activities covered by this agreement.

Unless otherwise agreed in writing, Licensee is further prohibited from bringing animals of any kind on campus.

## **EMPLOYMENT OF NON-UNION PERSONNEL**

It is expressly understood that Licensor may employ non-union personnel to engage in any work necessary to fulfill its responsibilities under this agreement. Licensor is not obligated to use or employ the services of any persons designed by Licensee or any other person or entity under or in compliance with any collective bargaining agreement or union requirement. Any utilization by Licensor of union personnel is as a courtesy and shall not be an obligation of Licensor.

## **CASUALTY DAMAGE TO PREMISES**

In the event that the premises covered by this agreement shall be destroyed, in whole or in part, by fire or other occurrence, Licensor reserves the right to offer Licensee the use of an alternative facility designated by the Licensor or, at Licensor's option, to terminate this agreement. In the event Licensor terminates this agreement under the provisions of this paragraph, and such termination occurs prior to the commencement of Licensee's use of the premises, any monies paid by Licensee to Licensor for the use as permitted by this agreement shall be refunded and all obligations of Licensor hereunder shall terminate.

## **PAYMENT OF TAXES**

It is expressly agreed that Licensee shall be solely responsible for the payment of all applicable federal, state and local taxes and levies, of whatever nature, including, but not limited to payroll, entertainment, and sales taxes associated with the use of the premises described in this agreement and shall hold Licensor harmless from any claims for any such taxes, fees, or levies. It is expressly agreed that this license creates no joint venture between Licensor and that Licensee's employees, agents, and representatives shall not, for any purpose or in any manner whatsoever, be deemed the agents, employees or representatives of Licensor.

If the Licensee is exempt from the payment of taxes normally associated with the terms and conditions of this agreement, a copy of such exemption issued by the appropriate governing authority must accompany and become part of this agreement. If applicable, and for reference purposes, the tax exemption number of the Licensee is **N/A** and is valid through **N/A**.

## **MODIFICATION OF LICENSE**

This license shall be interpreted under the laws of the State of Florida. Any modification of this agreement must be initialed or otherwise executed by both parties. Licensee shall not sublet the premises covered by this agreement or otherwise assign its rights to any other party without the express, written consent of Licensor. **NON-DISCRIMINATION**

Licensee warrants that it does not discriminate in any unlawful manner on the basis of race, creed, color, sex, religion, national origin, age, disability, veterans' or marital status, sexual orientation, gender identity, gender expression, or any other protected group status.

## **TERMINATION CHARGES**

If Licensee requests termination of this agreement **30** days or more prior to commencement of the license period, Licensor will refund all deposits and fees paid by Licensee less any amounts already expended by Licensor pursuant to its obligations hereunder. If Licensee requests termination of this agreement less than **30** days prior to commencement of the license period, Licensor shall be entitled to retain all deposits and fees paid by Licensee subject to the following conditions:

(a) If Licensor enters into a license agreement with another Licensee which covers the same premises and facilities, encompasses the same license period, and provides for an equal or greater use fee as provided in this agreement, Licensor will refund to Licensee all deposits and fees paid by Licensee less any amounts already expended by Licensor pursuant to its obligations hereunder; and,

(b) If Licensor enters into a license agreement with another Licensee which covers the same premises and facilities, encompasses the same license period or portion thereof, but provides for a smaller use fee than is provided herein, Licensor will retain from the deposits and fees paid by Licensee an amount equal to the total fees and charges Licensor is entitled to receive pursuant to this agreement minus the total fees and charges Licensor is entitled to receive pursuant to such other agreement; and, Licensor will refund the remainder to Licensee.

Licensor shall have no obligation to seek an alternative Licensee.

## **UNAVOIDABLE CANCELLATION; FORCE MAJEURE**

Weather, states of emergency or other events caused by circumstances or causes beyond the parties' control may require the closing of the campus or restriction of events. Such events shall be termed Force Majeure events and include, without limitation, named tropical storm, flood or hurricane, fire or other casualty, governmental restrictions including forced closures, regulations or controls, including declarations of emergency, including without limitation to epidemic or pandemic, or acts of God. In the event of an unavoidable cancellation for such cause, it shall not be considered a breach and Licensee and Licensor agree to reschedule the affected event or activity at a mutually agreeable date, time, and location.

## **REVOCAION OF LICENSE**

Licensor expressly reserves the right to revoke the license create herein on the grounds and subject to the terms and conditions set forth below.

(a) At will any time up to **30** days prior to the commencement of the license period. Licensor will refund all fees and deposits paid by Licensee.

(b) For Licensee's failure to timely pay the full amounts of the deposits and fees provided herein or to abide by the terms of this agreement and applicable law and regulation. Licensor will retain any partial payments received from Licensee.

(c) The University's need to use the premises and/or equipment covered by this agreement for University purposes. Licensor will refund all deposits and fees paid by Licensee.

(d) Where an emergency situation exists wherein Licensee's use of the premises constitutes a threat to the health or safety of persons or property. Licensor will refund all deposits and fees paid by Licensee unless the existence of the emergency is reasonably attributable to Licensee or Licensee's agents, employees or invitees.

(e) Licensor's determination that the license was improvidently granted because Licensee does not meet the criteria established by law or policy or use of the facilities is inconsistent with such criteria, contrary to the public interest or University's interests, or otherwise inconsistent with the mission of the University. With respect to revocation on this ground, it shall not matter whether the improvident granting of the license was due to fraud, mistake, misrepresentation, misunderstanding or other failure of communication by either party. In the event such revocation occurs after partial use of the premises, Licensor will refund a pro rata portion of the use fee and deposit and retain amounts received for other charges.

(f) Upon the decision of the University President to revoke the license for any reason. Licensor will refund all deposits and fees paid by Licensee.

Licensee knowingly and expressly agrees that upon revocation of the license pursuant to this paragraph, Licensor's obligations pursuant to this agreement shall cease and Licensor shall have no liability to Licensee for any cause of action arising from or in connection with this agreement except as provided in this paragraph. Where reasonably possible notice of revocation will be given in writing, however, actual notice to the representative of Licensee as designated herein by any means available shall constitute sufficient notice.

## **NOTICES**

All notices required to be served upon the Licensor shall be served by registered or certified mail, return receipt requested at:

FSU Student Union - Campus Event Services  
Florida State University  
75 North Woodward Avenue  
Tallahassee, FL 32306-4026