



## Vendor Shipping and Terms & Conditions

### Load In Options

Vendors may arrive with materials on-site at the designated load in time or elect to ship materials to Oregon State University (OSU). No packages will be accepted at the show site/venue prior to the load in time designated by the Event Organizers.

### Shipping/Handling Services (\$125 per Shipment)

Materials may be shipped to Campus Freight up to 4 days in advance of the conference. This shipping option must be selected during the registration process to be an Exhibitor.

All package(s) must be clearly labeled with the following information:

Oregon State University  
Campus Freight  
660 SW 26th St., Reser West, Door 6  
Corvallis, OR 97331  
Attention: On Site Receiver's Name/Company  
Phone: (cell phone of individual that will be on site contact)

- a) Shipments will be accepted no more than 4 days prior to the Event. Receiving hours are from 8am to 3:30pm Monday through Friday.
- b) Vendor shall notify Event Organizers at time of registration, if shipping materials to OSU in advance of the Event. Notification must include the number of packages/carton, a description of contents in each carton, and the estimated arrival date.
- c) OSU assumes no responsibility whatsoever for any cost to Vendors for shipping Vendors' materials. OSU will not assume any unpaid shipping fees, C.O.D. fees, etc. All such fees are the sole responsibility of the Vendor.
- d) OSU reserves the right to refuse receipt of Vendor materials that do not follow the terms of this agreement.
- e) Any questions regarding these services may be directed to OSU Campus Freight by telephone at 541-737-4019 or by e-mail at [freight@oregonstate.edu](mailto:freight@oregonstate.edu).

### Load Out and Shipping Instructions:

- a) Vendor will be notified of load out instructions one (1) month prior to the event.
- b) **For materials shipped out, the Vendor is required to provide a printed return label with payment information.** OSU assumes no responsibility whatsoever for any cost for shipping Vendors' materials. OSU will not assume any unpaid shipping fees, C.O.D. fees, etc. All such fees are the sole responsibility of the Vendor.

**\*Pick Up Location:**  
CH2M HILL Alumni Center  
725 SW 26<sup>th</sup> Street  
Corvallis, OR 97330  
Phone: 541-737-4589



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## OREGON STATE UNIVERSITY CONFERENCE SERVICES EVENT TERMS & CONDITIONS FOR VENDORS

Oregon State University (OSU) Standards prohibits Vendors from conducting transactions at any Event at an OSU facility unless such activity is authorized, vetted and approved in advance by the named Event Organizer(s) in coordination with the OSU Event Venue. Such use shall be subject to OSU Standards and policies.

Upon payment of the registration fee for the Event, Vendor agrees to the terms contained in this Event Terms and Conditions for Vendors and the OSU General Terms of Use for University Facilities, incorporated as Attachment A.

The Event Terms and Conditions for Vendors and any attachments are written in coordination with the terms published on the Vendor Registration portal. If the Event Terms and Conditions for Vendors conflict with the published terms published on the Vendor Registration portal, the Event Terms and Conditions for Vendors shall prevail.

### SUPPLEMENTAL TERMS AND CONDITIONS

- 1) Limitations of Use of OSU Facility: Vendors use is limited to vending at the Event Venue for the duration of the Event. Vendor shall fully abide by all OSU Standard, policies and rules for the Event Venue as well as the terms and conditions stated herein.
- 2) Cancellation: Cancellation requests must be made in writing to conference organizer four (4) weeks prior to the Event. Cancellation requests received by that time will receive a refund of registration fees minus an administrative fee as outlined with the organizers. Vendors cancelling after that date will not be eligible for a refund and will be responsible to pay the full cost for the reserved Vendor space.
- 3) Food & Beverage Service: If Vendor wishes to provide food and beverage services for its participation in the Event, such provision of services shall be in accordance with OSU Standards and Policies and must be provided by an OSU Approved Caterer. For a list of approved Caterers, contact the Event Organizer. All costs for such services shall be the responsibility of the Vendor.
- 4) Restrictions on Merchandise Offered for Sale:
  - a) Merchandise Offered for Sale: This Event cannot have any OSU-affiliated logo, name, marks, symbols and/or images of OSU or the athletic beaver mark on the item. Any items available for sale at the OSU bookstore will not be eligible for sale by Vendor. Failure to comply with this provision may jeopardize Vendor eligibility for participation in future events. Vendor assumes all liability for loss or damage to their merchandise and displays during the Event.
  - b) Payment Card Industry (“PCI”) Compliance Requirements: In Connection with merchandise sales at OSU, Vendor may need to operate certain information technology systems not owned by OSU (“Vendor Systems”), which may need to interface with or connect to OSU’s networks, internet access, or information technology systems (“OSU Systems”). Vendor agrees to establish security procedures for Vendor Systems to protect cardholder data and comply with the PCI Data Security Standard. Vendor can find details of the PCI Security Standard at [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org). Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of Vendor’s security obligations or other event requiring notification under applicable law, Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend OSU and its trustees, officers, and employees for and against any claims, damages, or other harm related to such a breach.



- 5) Booth Details:
- a) Space Allocation: Vendors are assigned a space on a first come first serve basis. OSU reserves the right to determine the final location. OSU will make every reasonable effort to accommodate a Vendor's preference for location.
  - b) Exhibitor Booth Details: Booths are approximately 8ft x 6ft and include:  
Pipe and Drape  
Draped Table and Two (2) Chairs – Tables and Chairs will be provided based on Vendor need. Vendors are not allowed to bring additional tables or chairs without the consent of the organizers.  
Wi-Fi Access  
Waste Basket  
*Electricity will be provided if requested during the registration process.*
  - c) Table Top Display: (Reserved for colleges, universities and/or non-profits) Table Top Displays include:  
Draped Table and Two (2) Chairs  
Wi-Fi Access  
Waste Basket  
*Electricity will be provided if requested during the registration process.*
- 6) Event Access/Vendor Set-Up/Parking:
- a) Access Hours: Vendors will be allowed access to booths during the hours as determined by the organizers and listed on the schedule or program.
  - b) Set-Up/Take Down: Vendor set-up will be allowed during the hours as stated on the Vendor schedule provided by the organizers. Vendors shall not commence take-down prior to the published closing time of the Event. Vendors may not affix anything permanent to the walls, ceilings or floors. Vendors may use blue painter's tape to affix signs, or other like type items to the walls with preapproval from staff on-site. Vendors are responsible for removal of all items brought in including trash, spills and residue.
  - c) Loading Zones: Vendors may park at OSU campus without a permit for up to 30 minutes in a designated Loading Zone. Loading Zones are available adjacent to the Event venue. As a courtesy to other Vendors participating in the Event, Vendors are requested to be efficient in their use of the Loading Zones. OSU may assign times or limit the amount of time to Vendors to access the Loading Zones for large events. In such instances, Vendors will receive instructions for accessing Loading Zones prior to the event.
  - d) Parking: Parking permits are required on campus and can be purchased prior to coming to campus or on site. All parking costs shall be the responsibility of the Vendor, unless otherwise arranged with organizers. More information on Visitor parking at OSU can be found at <http://transportation.oregonstate.edu/parking/visitors>.
- 7) Applicable Law and Vendor Compliance: Vendor shall comply with all applicable laws, regulations and rules applicable to activities performed while on campus for a specific event, including without limitation the most current OSU General Terms of Use for University Facilities, Attachment A and incorporated herein. Failure to comply with such applicable laws, regulations, and rules will subject the Vendor to termination of current vending privileges, denial of future vending privileges, and such other liabilities and consequences as may be appropriate under the law and Oregon State University Standards and Policies.
- 8) No Assignment: The terms contained herein are non-assignable and non-transferable.
- 9) Miscellaneous: Vendor's participation in the Event in no way constitutes OSU'S endorsement of Vendor or Vendor's merchandise. At its sole discretion, OSU may enter into substantially similar agreements with other Vendors.



## ATTACHMENT A: OREGON STATE UNIVERSITY GENERAL TERMS OF USE FOR UNIVERSITY FACILITIES (“PREMISES”)

### ACCESS TO PREMISES

- 1. Accessing Premises:** In providing access to Premises to VENDOR, OSU, its officers, agents, and employees may enter any part of the Premises at any time and on any occasion. OSU does not relinquish its rights to control the management and operation of the Premises, including its rights to enforce all state, county, and city laws/ordinances and any OSU policies applicable to the Premises.
- 2. Access to Others for Other Events:** Unless otherwise specified in writing, OSU shall have the right to permit access to others to the Premises by scheduling other events in multiuse Premises both before and/or after the dates and times of VENDOR access and at the same time as the VENDOR's event in other locations on campus, without notice to VENDOR.
- 3. Removal of Vendor:** OSU reserves the right to deny access of Premises by removing VENDOR from the Premises at any time and for any reason whatsoever at any time if the Event is not conducted in a manner as proposed, if the Event threatens the safety of people or property, and/or if any laws, ordinances or OSU policies are violated. Upon exercise of this authority, the VENDOR waives any claims for damages or compensation against OSU, its officers, agents, employees, board members and trustees.

### CARE OF PREMISES

- 4. Defacement of Premises:** The VENDOR shall not injure or in any manner deface the Premises and shall not cause or allow the Premises to be injured or defaced, including, but not limited to, the use of nails, hooks, tacks, or screws in any part of the Premises without written permission of OSU.
- 5. Installation/Construction of Structures:** VENDOR shall not install or construct any structures in/on the Premises without prior written permission of OSU. OSU reserves the right to impose any requirements needed for installation or construction of approved structures.
- 6. External Equipment:** VENDOR shall not use external equipment, such as electronics, generators, amplifiers, etc. without the written permission of OSU.
- 7. Occupancy Loads:** VENDOR shall not exceed occupancy loads of the Premises. VENDOR will be responsible for any fines or penalties for violation of occupancy codes.
- 8. Clean Up of Premises:** VENDOR's obligation under this section shall be in addition to any services regularly provided by OSU's custodial staff/contractors. VENDOR shall keep the Premises clean and generally cared for during use and VENDOR is responsible for cleanup of the Premises after the Event. Events that include distribution of literature requires clean up within 500 feet of the Premises for discarded materials. If materials are not cleaned up, the VENDOR will be charged for actual clean-up cost and for any additional fees, which may be applicable.

### RESPONSIBILITY FOR PREMISES

- 9. Responsibility For Loss and/or Damages:** VENDOR shall be responsible for all loss and damage to any property, injury to persons, expense, inconvenience, and delay which may be caused by, or result from, the VENDOR's use of the Premises under the VENDOR Agreement, or from any act, omission, or neglect of VENDOR, committed with or without the knowledge or consent of the VENDOR or any person acting on behalf of VENDOR. If, during the terms of the VENDOR Agreement, the Premises or any portion of the Premises are damaged by the act, default, or negligence of the VENDOR or its agents, employees, patrons, or any other person or persons admitted to the Premises by the VENDOR, the VENDOR shall pay to OSU, upon demand, such a sum as shall be necessary to restore the Premises to its original condition. VENDOR shall be responsible for any Assumption of Risk or Waivers for minors attending VENDOR's event.
- 10. Responsibility For Loss and/or Damages to Property of Others In/On Premises:** OSU assumes no responsibility whatsoever for any property of others placed in/on the Premises, and OSU, its officers, agents, and employees are hereby expressly-relieved and discharged from any and all liability for any loss, injury, or damages to persons or property that may be sustained by reason of occupancy or use of the Premises by VENDOR. OSU shall have the sole right to collect and retain custody of property left in/on the Premises not collected by VENDOR during clean up. VENDOR shall not interfere with the collection or custody of such property left in/on Premises.
- 11. Insurance:** VENDOR agrees to keep in full force and effect general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate and auto liability insurance with a minimum limit of \$1,000,000 per accident, each of which may be maintained in a combination of primary and excess coverage, issued by an insurance company or re-insurance company permitted to do business in Oregon, with an AM Best rating of no less than A-/VII.

### STANDARDS, POLICY AND LAWS

- 12. Firearms and Weapons:** All firearms and weapons are prohibited in/on the OSU campus under OSU Standards 576-065-0010 and 580-022-0045, unless such possession is authorized by OSU's Department of Public Safety.
- 13. Smoking:** The Oregon Indoor Clean Air Act, ORS 433.835-433.875, and OSU policy prohibit smoking in public facilities and within 30 feet of building entrances or around open windows.
- 14. Alcohol:** Alcohol service at all OSU events/activities and properties under OSU control are governed by OSU Standard 576-060 and MUST be registered with OSU Risk Management 21 days prior to your event (<http://risk.oregonstate.edu/alcohol-service>).
- 15. Gambling:** Gambling in any form is prohibited.

### RIGHTS AND TRADEMARKS & ENDORSEMENT

- 16. OSU Logos and Trademarks:** VENDOR may not use, sell, or display OSU logos and trademarks without prior written permission from the OSU University Marketing office. This includes use in advertising brochures or press releases.
- 17. Filming, Radio and Television:** VENDOR may not grant the rights of filming, radio and television coverage in/on the Premises without the approval of OSU Media Services.
- 18. Endorsement:** Authorized use of Premises or services in no way constitutes OSU endorsement of VENDOR, its views, objectives or program content.

### MISCELLANEOUS

- 19. High Profile Invitees:** VENDOR is required to inform OSU of any event where high profile individuals such as celebrities, dignitaries, politicians, etc. may attend. VENDOR shall be responsible for any additional cost associated with inviting high profile individuals.
- 20. Diversity:** VENDOR shall comply with OSU policies and guidelines in its commitment to respect of Diversity. As a higher education institution with a diverse community, OSU affirms its commitment to the prohibition of discrimination and harassment and to the protection of equal opportunity for all. Every event at OSU shall create and provide a positive, safe, and respectful environment in alignment with OSU's strategic plan involving Diversity.
- 21. Relationship of Parties:** Nothing in this Agreement shall be deemed to make OSU and VENDOR partners or joint venturers or to create a relationship of principal and agent between them. VENDOR is not to be considered an agent or employee of OSU for any purpose, and neither VENDOR nor any participants of VENDOR's group entitled to any of the benefits that OSU provides for its employees. VENDOR will be solely and entirely responsible for its acts and for the acts of the participants of VENDOR's group during the time of this Agreement.
- 22. No Third Party Beneficiaries:** OSU and VENDOR are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 23. Force Majeure:** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of OSU or VENDOR, respectively.
- 24. Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to the conflict of law principles thereof. Any action or suit brought by the parties relating to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Benton County for the State of Oregon. Customer hereby consents to the in personam jurisdiction of such courts, waives any object to venue in such courts, and waives any claim that such forum is an inconvenient forum.
- 25. Entire Agreement:** This agreement, to include all attachments incorporated by reference below, constitutes the entire agreement between the parties with respect to the services and all other subject matter hereof and merges all prior and contemporaneous or previous communications, contracts and agreement whether written or oral with respect to such subject matter. It will not be modified except by a signed writing dated subsequent to the date of this agreement and signed on behalf of USER and OSU by their respective duly authorized representatives.