



EVENT SERVICES VENDOR/SOLICITATION USER AGREEMENT

To the extent that space is available, FRCC welcomes community groups and organizations to utilize the facilities for purposes compatible with the mission of the College. Any group that uses FRCC's facilities is asked to conduct themselves in a peaceful manner and follow the guidelines as discussed below. Further, these gatherings shall not disrupt normal college functions, endanger the health or safety of any person present, or damage college property.

For FRCC user agreement purposes, solicitation and vending are defined as follows:

1. Solicitation means the act of:
 - a) distributing solicitation materials including flyers, handbills, leaflets, placards, bulletins, newspapers, magazines, coupon books, samples, and promotional items;
 - b) marketing for commercial purposes, and offering information about services or sales;
 - c) seeking petition signatures or a donation (whether money, services, or tangible items).
 2. Vending means any transaction that involves the exchange of money for services and/or goods.
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1. The offered time for all vendors is 8:00am-7:00 pm M-F. Vendors must remove all belongings no longer than 1 hour after the assigned time. No belongings may be stored or left overnight. Building hours are subject to change based on FRCC closures.
 2. Solicitors and vendors shall not disrupt official College activities or other reserved or authorized uses, impede pedestrian or vehicle traffic, or access to buildings. Continuing to approach anyone who has indicated a lack of interest or stopping anyone, shouting, or using an amplifier of any kind is prohibited.
 3. Solicitors and vendors will be assigned a non-academic location. All solicitor and vendor group members must remain within their assigned location and may not roam buildings or campus to promote their organization.
 4. Individuals or groups must assume responsibility for compliance with all state and local laws and College policies. Vendors who are selling any goods or services while on campus must provide a copy of their Colorado Sales Tax License with their signed Confirmation Agreement. Vendors are responsible for collecting ALL sales tax.
 5. The College's name shall not be used in any way to suggest co-sponsorship or endorsement of any activity without prior written approval of the College.
 6. Children under the age of 16 are not permitted to rent space or be unsupervised.
 7. Lit candles or any other materials against fire code are not permitted.
 8. Distribution of written materials will not include canvassing on buildings or vehicles.
 9. User understands and agrees that it is solely responsible for all goods, wares, merchandise and property it brings on College property. College is not responsible or liable to User for damage or theft of items left unattended.
 10. Vendor agrees to provide a full refund in the event of customer dissatisfaction or defective merchandise.
 11. Solicitors and vendors may not have amplification at their table. The Director of Student Life, Event Services Coordinator, and/ or Campus Security reserves the right to address any other 'noise' issues on a situational basis.
 12. The Director of Student Life and/or Event Services Coordinator reserve the right to limit or not grant space to individuals or organizations who do not provide timely payment, have been no-shows for past reservations, or do not adhere to FRCC Policies. No reservation for solicitation or vending space will be granted for the following activities:
 - a. Any activity that competes with official College activities or businesses with which CCCS has entered into an exclusive contract (e.g. food service, beverage/snack vending); or
 - b. Any activity prohibited by local, state, and/or federal laws (e.g. solicitation for credit cards, campaign contributions, sales or promotion of tobacco and tobacco-related products, and marijuana or marijuana-related products).
 13. The premises shall be returned in the same condition as received by the User. Should College, in its sole discretion, determine that User has damaged College property, User agrees to pay for any and all damage incurred. College shall inform User of such damage within five (5) calendar days after the end of User's event and shall identify the damaged property and the cost to repair or replace the damage property. User shall then have five (5) calendar days to make payment to the College. Payment shall be by credit card, certified check, or bank cashier's check.

14. The sale or giveaway of food and beverages must be pre-approved by FRCC, pre-packaged, and cannot compete with FRCC food operations or contracts. Individually wrapped small candy giveaways are permitted.
15. Vendors are encouraged to take steps, measures, and precautions as necessary to protect your agents, exhibits, displays and property against possible injury, damage, loss or destruction, during set-up, breakdown, and rental time. Vendors are encouraged to store valuable items away from the reservation area while you are not tending your spaces.

CHARGES

1. Vendors may reserve a table for \$50.00. Both outdoor and indoor locations are available for vending activities. A table and 2 chairs will be provided unless otherwise requested and approved.
2. Solicitors may reserve an indoor table for \$50.00. A table and 2 chairs will be provided unless otherwise requested and approved.
3. Solicitors may reserve an outdoor space for free. No college equipment will be provided.
4. Non-Profit organizations must show proof of 501©3 status. With this proof, a non-profit will not be charged for an indoor informational booth.
5. FRCC Departments and Student Organizations wanting a table for information or freebies will not be charged a fee.
6. During the first two weeks of classes in the fall, spring, and summer, table rentals are \$75/day.
7. No-shows may result in the application of a \$10.00 service charge.
8. Payment is due on or before the reservation date. Acceptable forms of payment are credit cards, cash, or check (made payable to FRCC). Failure to pay on or before the reservation date may result in an additional \$10.00 fee. Payment is accepted at the Student Life Office. The college may, in its sole discretion, require a security and/or damage deposit from User.

Violation of these expectations may result in being asked to leave immediately without refund.

By submitting a reservation request, you are agreeing to this user agreement and to abide by FRCC's Protocol for Vending and Solicitation. To read the full FRCC protocol, please visit [FRCC Protocol for Vending and Solicitation](#).

The College reserves the right to modify, change, delete, or add to this Protocol as it deems appropriate.