

**MERCHANDISE SALES/VIDEOGRAPHER/PHOTOGRAPHER a/k/a VENDOR AGREEMENT**

BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
SANGAMON AUDITORIUM / STUDIO THEATRE  
MS PAC 397  
SPRINGFIELD, IL 62703  
PHONE: 217. 206.6150

This Agreement is made by and between the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois ("University"), on behalf of Sangamon Auditorium and its support spaces including the Studio Theatre, a unit of the University of Illinois at Springfield and \_\_\_\_\_, [hereinafter referred to as Vendor] whose principal address is \_\_\_\_\_.

**Vendor Name:** \_\_\_\_\_

**Services Provided (mark all that apply):**  Merchandise Sales  Photography  Videography

**Other:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Person working the event (if different from Contact Person):** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Arrival Date & Time:** \_\_\_\_\_ **Anticipated Departure Date & Time:** \_\_\_\_\_

**Article 1: Merchandise Sales**

- 1.1 Renter/Artist is responsible for contacting the Illinois Department of Revenue Special Events Unit (847-294-4475) to obtain a Business Certificate before merchandise can be sold on University premises. The Business Certificate is free and the process takes approximately five (5) minutes. The Illinois Department of Revenue requires that the University Sangamon Auditorium Event Coordinator receive a copy of the Business Certificate before sales can occur on University premises.
- 1.2 A commission equivalent to 15% of adjusted gross sales on recorded materials and a commission equivalent to 20% of adjusted gross sales on other merchandise will be paid to the University of Illinois. This is non-negotiable. Commission is based upon gross sales less sales tax.
- 1.3 When the University Auditorium provides sales personnel, an additional 5% of adjusted gross sales will be paid to the University of Illinois.
- 1.4 The University staff member on duty (SOD) will do settlement for merchandise sales the night of the event. We will coordinate setup and count-in with your representative and the SOD no more than two hours before curtain. Count-in and settlement will be conducted at the merchandise area and no additional items will be added in after count-in has occurred unless by mutual agreement.

- 1.5 Setup locations will be approved and limited by University personnel in accordance with fire codes and other University policies. No products shall be sold in the seating areas at any time and loud hawking is not allowed. Setup space is provided in the Lobby, in front of the Grand Staircase, or in the foyer or concourse for a Studio Theatre event.
- 1.6 University can only provide a bank when providing the sales personnel. When the Renter/Artist sells merchandise they are responsible for providing their own bank and cash box.
- 1.7 There may be additional charges for cloth and skirting. Fees shall be levied in accordance with the Sangamon Auditorium *Information Guide* in effect on the day of this event. A copy of the *Information Guide* may be found on-line at [www.SangamonAuditorium.org](http://www.SangamonAuditorium.org) under the Rental tab, or a hard copy may be requested from the Event Coordinator. Renter/Artist selling merchandise may elect to bring their own cloth & skirt and avoid these fees.

<b>Setup Needs: Do you have any setup needs?</b>	<b>Yes / No</b>	<b>8' tables</b> _____	<b>Chairs</b> _____
<b>Cloth &amp; skirt: Yes / No</b>	<b>Electric /power supply: Yes / No</b>	<b># of outlets</b> _____	

**Article 2: Other Policies and Procedures**

The rent and associated costs for use of the Sangamon Auditorium are established by the University and are contained in the University Sangamon Auditorium *Information Guide* hereinafter referred to as *Information Guide*. Fees shall be levied in accordance with the *Information Guide* in effect on the day of this event. A copy of the *information Guide* may be found online at [www.SangamonAuditorium.org](http://www.SangamonAuditorium.org) under the Rental tab, or a hard copy may be requested from the Sangamon Auditorium Event Coordinator

- 2.1 Vendors who utilize Sangamon Auditorium or other University spaces for the purposes of profit (i.e. offer photos or videos taken at UIS for sale), whether or not such sales occur at the University, must pay a fee directly to the University. The vendor fee will be billed at an amount stated in the *Information Guide* for the entirety of the vendor’s time at the venue. These costs are independent of any merchandise commission arrangement that the vendor has with the renter. The only exception to this policy is a single copy of photographs or video provided to the renter/artist for documentary or archival purposes, also detailed in the *Information Guide*.
- 2.2 Fees for paid “Meet and Greet” or “VIP” ticket program sessions will be 30% of the upcharge to the regular performance ticket price for the seat location. Deposits required at the discretion of the University.
- 2.3 All arrangements to record performances for broadcast must be cleared through the University and a consent and release form must be signed and on file prior to the agreement being fully executed.
- 2.4 Vendor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).
- 2.5 This contract shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and performed wholly within such state without giving effect to conflict of laws principles. Parties acknowledge and agree that exclusive jurisdiction is in the Court of

Claims of the State of Illinois, Sangamon County, Illinois for any claim, cause of action, or suit arising from this contract brought against the University.

### **Article 3: Insurance and Indemnification**

- 3.1 With respect to insurance, the Vendor is responsible for its liabilities and the University affirms its self-insured status for its own liabilities only.
- 3.2 Vendor agrees to indemnify and hold the University harmless from and against any and all claims for bodily injury or property damage in connection with or relating to any actions, claims or demands by third parties, in tort, to the extent that such actions, claims or demands are based upon any acts, defaults or neglects of the Vendor, its employees, agents, and/or subcontractors.
- 3.3 Vendor shall cause a Certificate of Insurance to be issued naming the **Board of Trustees of the University of Illinois as an additional insured**. This shall be in respects to all general liability not only the negligence of the named insured. The Certificate of Insurance shall be provided by an insurance company with a rating of B+:VI or better in the current edition of Best's Key Rating Guide. This Certificate of Insurance must be received and approved before commencement of operations. The Certificate must evidence the following coverage in at least the limits stipulated. The Vendor must agree to maintain such insurance for the duration of the program or the term for which services will be rendered: Workmen's Compensation (including Occupational disease) under the terms of the Illinois Workmen's Compensation Act; Employer's Liability: \$500,000; Public Liability: Bodily Injury, \$1,000,000 Combined Single Limit -OR-\$1,000,000 per occurrence, and Property Damage, \$500,000 per occurrence.
- 3.4 Vendors may be covered by the Renter/Artist insurance coverage should the Renter/Artist name them as additional insured and submit the certificate to the University no later than 24 hours ahead of the first facility use.
- 3.5 Events involving the use of animals may have additional insurance requirements and require additional coverage from the Vendor and the animal's owner/trainer. Request these materials from the Sangamon Auditorium Event Coordinator.
- 3.6 The Vendor is responsible for all communication regarding these insurance requirements to their own insurance agent and carriers. If University staff must communicate directly with the insurance carrier, the time will be considered billable hours to the Vendor.

I have read and understand the Merchandise Sales section of the Sangamon Auditorium *Information Guide* at [www.uis.edu/sangamonauditorium/rental/documents/InfoGuide.pdf](http://www.uis.edu/sangamonauditorium/rental/documents/InfoGuide.pdf).

\_\_\_\_\_  
Signature – Vendor/Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Trustees of the University of Illinois  
Walter K. Knorr, Comptroller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Vaughn, Director Sangamon Auditorium

**Please sign, date and return this form to: Event Coordinator, Sangamon Auditorium, UIS, Fax: 217.206.6391  
If you have any questions regarding this agreement, please call the Event Coordinator at 217.206.6150.**

Approved as to form by University Legal June 1, 2013