



# Vendor Regulations & Resources

## What Is Black Market Place?

Black Market Place was created to showcase businesses owned by Howard students, alumni, faculty, and staff. All members of the Howard University community are encouraged to participate. Black Market Place provides an opportunity for Howard University's entrepreneurs to promote and sell their goods and services. Black Market Place vendors will have the chance to meet potential customers, network with other student business owners, and gain first-hand sales experience. The ELI Institute hosts this event the first Friday of each month. The event will take place in the Blackburn Center on the ground floor plaza level (in front of the Cafe and The Punch Out). The ELI Institute will continue to serve the campus of Howard University with the entrepreneurial resources necessary for success.

## The Mission of Black Market Place:

"Providing Opportunities through the Power of Entrepreneurship"

## The Application Process

- Fill out an application: this will include an ELI Institute application and a short-term vending license form.
- Read the ELI Institutes terms and conditions for vending for Black Market Place. Sign that you have received and will read the terms and conditions.
- Read and agree to the Howard University conditions for vending on this campus. Sign that you have.
- 10- 15 interview session. You will need to bring the application, student id, and a sample of the product or marketing materials for the service that you want to promote.
- This 10- 15 minute interview session will be to make sure that you meet all the requirements for vending at Howard University. You will need to bring a sample so that we know what you will be promoting and/or selling at Black Market Place.



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## Vending Terms and Conditions:

**Eligibility:** You must be a Howard University student, alumni, faculty, or staff to participate. All vendors are required to attend all mandatory vendor meetings prior to The Black Marketplace to eligible to participate.

*\*Every meeting mayor may not be considered mandatory. \**

- a) *Must submit a copy of your Howard University identification.*
- b) *Schedule a 10- 15 minute interview with staff. At interview*
- c) *bring a sample of product or brochure of service.*

**Applications:** All vendors are required to re-apply each time. Vendors must turn applications in three weeks prior to each Black Market Place. This is to give adequate time to collect all of the necessary information from each vendor.

**Unaccepted Applications:** All applications must be complete; any incomplete applications will not be accepted! This includes not filing out a particular section or failure to providing requested information.

**Vendor Area:** Two chairs and a skirted eight-foot table will be split and provided for each vendor. Vendor must arrange any other booth furnishings and equipment. Vendors must fit within the confines of their assigned space so as not to impede traffic flow, infringe on the space of other vendors, or violate the emergency exit routes set forth by the Blackburn facility. Any

**Set-Up/Removal:** Vendors agree to abide by the installation and dismantling times set and to have at least one person staffing their table from 12 - 5pm. Set up times are from 10:30 to 11 :30. By 11 :45 we have the right to adjust the floor accordingly.

**Floor Plan:** Vendors will have an opportunity to pick their space, only at the attendance of a vendor meeting. We reserve the right to rearrange the floor plan based on unoccupied vendor space by 11 :45. All vendors will be notified of any changes or this event.

**Liability:** The vendor shall be held liable for any damage to the building and/or furniture and fixtures contained therein, which shall occur through acts of omission of sponsor. No children under the age of 12 are allowed in the vendor area at any time.



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- NO MUSIC is allowed to be played during The Black Market Place.
- Insurance Requirements: Any vendor selling and/or distributing food or health care products must obtain the right certifications, licenses, and insurance to participate.
- Revenue Reporting: Vendors are requested to report revenue earned at the end of their respective Black Market Place session.
- Complete the required application paperwork and attend scheduled meetings as necessary.
- Read, sign and agree to the Howard University Vending Terms and Conditions.
- Sign in and out upon arrival and departure. Greet staff to let them know you have arrived and before you leave. Also a survey is to be completed.
- Be prompt and dependable. If possible, please call at least one day in advance to let staff know you will not be there at your scheduled time and what time you will arrive for Black Market Place.
- Cancellations. If you have signed up for Black Market Place and know that you will not participate you need to let the coordinator know at least a week in advance. No-show vendors will not be eligible to participate for the next two Black Market Places.
- Communicate. Ask questions, share ideas, get to know the staff and other vendors. Don't hesitate to call, leave a note, or ask for a meeting with the management staff or the Black Market Place Coordinator to discuss any problems or concerns that may arise. Every problem can be solved with respect and honest open communication.
- Clean up your work area. Please make sure that the vending area is free of trash and leftover items from the day.
- Uphold Expectations. Please uphold to the following expectations, but also the terms and conditions.

## Location

The location for each of these Black Market Place dates will be the Blackburn Center in the ground floor plaza level. The ground floor plaza level is the area in front The Cafe and The Punch Out

*Note: ELI Institute is mandated to report to their funding organization the impact of its programs, services, or activities as it relates to its target audiences. Information provided is kept private and solely used for statistical analysis and reporting. Revenue earned Information shared with ELI Institute through Black Market Place is not a criterion for determining an applicant's status (i.e. approval or decline) as it pertains to vending.*

Vendor Expectations



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## Black Market Place Dates

The application due date is non-negotiable; these are the final dates for submission of applications. **Late applications are subject to fees.**

Date	Application Due
1/29/2010	1/22/2010
2/12/2010	2/1/2010
2/26/2010	2/12/2010
3/19/2010	2/26/2010
4/9/2010	3/23/2010
4/23/2010	4/9/2010

### Late Fee: \$15.00

There will be a late fee of \$15.00 charged to anyone turning in applications during the Late Application Grace Period.

### Space Reservation - \$10.00

There will be a \$10.00 deposit fee for anyone to reserve space for vending. The deposit will be returned upon timely arrival to Black Market Place. Late arrival or non-attendance will result in remission of this \$10.00 deposit. If you do not reserve your space, you will not be eligible to participate. This must be done at least three business days before Black Market Place. Late arrival is vendor arriving after 11 :45.

### No Sub-vending

It is UNACCEPTABLE to change your vending status the week of Black Market Place, without prior approval. You are not permitted to give your space to another vendor that hasn't signed up or reserved space for Black Market Place. This action will result in immediate dismissal of all vending privileges for this day and two consecutive Black Market Place dates.



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## Short Term Vending Regulations

### General Information

The Howard University Short Term Vending Program authorizes and administers the sale of merchandise and food items on the University campus.

In the Short Term Vending Program, the authorized vendor is limited to a maximum of fifteen (15) days per semester.

Howard University reserves the right to restrict or revoke vending permits. Any person, including Howard University employees and students, who engage in vending on property owned by or under the care, custody and control of Howard University, without a permit issued by the Office of Trademark Licensing and Vending shall be subject to removal from the premise or arrest.

**Anyone providing services or goods not included on the permit shall be deemed to be vending without a permit.**

Howard University assumes no responsibility for vendors and/or their personal properties while on its campus. Vending occurs at the risk of the vendor; therefore, the vendors should take all necessary precautions to protect themselves and their property.

**Student organizations must obtain approval from the Director of Student Activities, Central Scheduling and the Office of Trademark Licensing and Vending to conduct fund-raising activities.**

Vendors are required to pay taxes to The District of Columbia. Therefore the Office of Trademark Licensing and Vending is required to submit the names of vendors, operating on the campus, to the D.C. Office of Tax and Revenue.

Although adjacent to the University's main campus, Sixth Street, Fourth Street, W Street and Georgia Avenue are public streets controlled by the District of Columbia Government.

### Vending Fees

All non-University vendors will be assessed a vending fee.

**Standard Rate: \$225 per day** for vending when there are no special events occurring on the University campus.

**Small Business Rate: \$75 per day** for vending when there are no special events occurring on the University campus.

Fees for vending during special events are established according to the event and will be made available at a reasonable time prior to the event by the Office of Trademark Licensing and Vending.

Fees must be paid in advance by certified check, or money order, and are payable to Howard University.

### Authorized Vending Locations

The Building Administrator and the Central Scheduling Office must approve all vending location requests.

The University does not permit regular recurring vending activity in academic buildings or residence halls. However for short-term vending for specific purposes, the appropriate Dean of the school or college, Dean of Residence Life, the building administrator or the Athletic Director may give pre-approval for the site, prior to final approval by the Central Scheduling Office.

### Special Events

Special events may include Homecoming, Commencement, sporting events, conferences and upcoming publicized University events. Information on available vending space at these and other special events may be obtained by contacting the Office of Student Activities or the Central Scheduling Office.

### Food Service

To dispense or sell food, a vendor must hold a valid Food Supervisor's Certificate, provide the University with a Certificate of Insurance evidencing the coverages and provisions required by the University and defined in the following section, and hold a permit that includes the products to be dispensed or sold.

**Howard University and Pepsi Cola have entered into an exclusive beverage agreement. All beverages (with the exception of hot beverages) served or sold on campus must be Pepsi-Cola brand products. The terms of this agreement will be adhered to and strictly enforced.**



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Any vendor using propane must obtain a fire permit from the District of Columbia Fire Prevention Bureau.

## Insurance

The vendor will purchase and maintain at its sole expense, the insurance required by the University, effective for the entire period of the permit. The policy (ies) (except Workers Compensation) shall name Howard University and its trustees, officers, employees, and agents as additional insureds, and they shall be endorsed to make them primary to any and all other collectible insurance. The required coverages are as follows:

Type of Insurance	Limits
Workers Compensation (Covering Vendor's Employees)	Statutory
Employers Liability Insurance	Statutory
Broad Form Comprehensive Commercial General Liability Insurance including but not limited to <b>Bodily Injury</b> , Property Damage Contractual Liability, Products/Completed, Operations, Fire Legal Liability coverages, etc.	Limits of at least \$1,000,000 per occurrence /aggregate
Medical Expense Insurance coverage	\$5,000 per person
Automobile Liability Insurance	Limits of at least 1,000,000 per occurrence/aggregate
(Applicable if automobiles, trucks, trailers etc. are operated, driven, or located on Howard University owned/leased property)	
Excess Liability	\$1,000,000 per occurrence/ aggregate
Excess Liability Applicable for agreements involving <u>All</u> infant/toddler/children products, furniture including Infant/toddler/children supplies or equipment, and or for consumables, cosmetics, darts (or flight items), bean bag chairs, helmets or grills,	\$5,000,000 per occurrence/ aggregate

The limit of \$1,000,000 is acceptable if none of these products are involved.

In addition the Broad Form Commercial Comprehensive General Liability Insurance and Automobile Liability Insurance as listed in the above paragraph, also applies.

Howard University , in its sole discretion, reserves the right to change, amend/modify and/or increase the above referenced insurance requirements ,limits and coverages required of the vendor.

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The above referenced coverage and limits are to be considered minimum requirements under the agreement and shall in no way limit the liability or obligation of the vendor under any contract entered into with the University.

The vendor agrees to provide a Certificate(s) of Insurance confirming the required insurance coverages, limits and language (including additional insureds) to Howard University Office of Trademark Licensing and Vending 2244 Tenth Street, NW, Room 401 Washington, DC 20059, with the application or, in any event, prior to the issuance of the permit.

In addition, the Certificate(s) of Insurance shall name Howard University, It's Board of Trustees, Officers, Employees and Agents as "Additional Insureds" to the Broad Form Comprehensive Commercial General Liability Insurance, Automobile Liability and Excess Liability Insurance. The Certificate of Insurance shall have at least a 45-day written notification requirement to Howard University at the above-referenced address for cancellation, non-renewal or material change in coverage and/or limits covering the general liability policies of the vendors.

The above insurance coverage and limits are primary to any and all other collectible insurance. The vendor hereby agrees and certifies that its insurance policies, coverage and limits will be promptly endorsed to reflect this. The vendor will not do, nor permit to be done at the site, or bring or keep anything thereon, which will in anyway conflict with the policies of insurance thereon or increase the premium beyond that usually charged at the site.

## Indemnification

The vendor agrees to defend, indemnify and hold harmless the University and its trustees, officers, employees, students and agents from and against any claim, action, liability, or costs, including without



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limitation attorneys' fees, related to any act or omission of the vendor or its principals, officers, employees, agents, guests, or other persons admitted to the premises by the vendor, related in any way to the vendor's exercising privileges of this permit.

## Damage to University Property

In case any damage of any kind shall be done to University property, as a result of vendor's use, the vendor shall pay such amounts as shall be necessary to put the University property in as good an order and condition as the same were at the commencement of the vending activity.

## Limits of Howard University's Liability

The University shall not be liable for any loss of damage to property or any bodily injury, however incurred, sustained by the vendor or its, its employees, agents, or guests on University property for the purpose of exercising the privileges of this permit.

The vendor's signature on the application acknowledges that Howard University is expressly released and discharged from any and all liability from any such loss, injury or damages to person or property.

## Assignment

The vendor shall not assign, share, or convey to any individual or entity any rights granted under its vending permit, nor may the vendor sublet reserved space.

## Customer Satisfaction and Safety

Vendors must be prepared to exchange "unsatisfactory" items or make refunds to ensure customer satisfaction. Additionally, vendors may not engage in misrepresentation or fraudulent trade practices or other activities that are illegal or violate University policies. Violation of these regulations may result in immediate termination of their short-term vending privilege and/or loss of privilege for any future vending consideration on campus.

Authorized vendors must be concerned about customer satisfaction and safety. Any activity that poses a safety risk, such as, use of explosives, propane gas or the burning of incense inside a University facility are also prohibited.

## Termination of Vending Activity

Short-term vending authority terminates at the date and time indicated on the permit. The University may terminate the authority any time it deems that continuation of such authority is not in the best interest of the University.

## Licensing and Trademark Program

The University has registered its name, seal and certain logos as trademarks. As such these marks are protected under applicable federal and local laws. In addition, the University operates a licensing program to ensure that all products bearing its name and logos are of a high quality and reflect positively upon the University.

**Merchandise bearing the University name and logos must be pre-approved by the Office of Trademark Licensing and Vending. The University will initiate legal action against unauthorized users of its name and trademarks.**

To apply for a license to use the University name or trademarks contact the Office of Trademark Licensing and Vending. This regulation also applies to Howard University Students.

**The University explicitly prohibits the sale or distribution of any material, products or services that will infringe upon or otherwise violate intellectual property rights of any individual or entity. By applying for a vending permit, the vendor represents and warrants that it will not engage in such violations of the intellectual rights of others and that it will defend, indemnify, and hold harmless the University and its trustees, officers, employees, and agents against any claim or action alleging infringement or violation of the intellectual property rights of any third party.**

## Prohibited Vending Activity

1. Subcontracting of vending authorization
2. Vending of items that are not approved on the vending application
3. Door to door vending
4. Credit card companies
5. Erecting tents or structures on campus
6. Driving vehicles onto University walkways, landscaped areas, or main campus yard
7. Posting of flyers without authorization



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- 8. Distribution of food, beverages or other merchandise, without prior approval from the Office of Trademark Licensing and Vending
- 9. Exchange of money with distribution of merchandise at a later date, without authorization from the Office of Trademark Licensing and Vending.
- 10. The sale of merchandise bearing the University's name or trademarks without a license or authorization from the Office of Trademark Licensing and Vending.
- 11. Exceptions to the vending rules and regulations.

### Enforcement

Vending regulations will be enforced by the Office of Trademark Licensing and Vending, the Central Scheduling Office, Office of Student Activities, Office of the General Council and Campus Police. These offices

have the authority to terminate vending activity where it is deemed not to be in the best interest of the University.

### Short-Term Vending Application Procedure

- 1. Requests for vending must be made on a Howard University Short Term Vending Application, obtained from the Office of Central Scheduling, the Office of Student Activities or the Office of Trademark Licensing and Vending. Requests for vending must be made ten (10) business days in advance of the requested date. All student vending activity must have prior approval from the Director of Student Activities. Prospective non-University vendors must have a University sponsor (University Department, Organization, Vice President, or the Office of Trademark Licensing and Vending).
- 2. All prospective vendors must request, at least ten (10) business days in advance, a tentative vending date and location from the Central Scheduling & Information Office. An approved Facilities Request form is then issued.
- 3. All Vendors should schedule an appointment with the Office of Trademark Licensing and Vending to review vending activity for compliance and fee assessment at least ten (10) business days prior to the requested vending

date. Approved vendors will be issued a Short Term Vending Permit, which must be displayed at all times while vending.

- 4. The prospective vendor must contact Central Scheduling and Information for confirmation of vending dates and location. **In the event the dates and locations are not confirmed, the Short Term Vending Permit will be revoked.**

**A request for vending is not approved until the application has been duly executed and a validated permit is issued by the Office of Trademark Licensing and Vending.**

### Quick Reference Guide

Office of Trademark Licensing and Vending ..... 202-806-2414  
2244 10<sup>th</sup> Street NW Room 401  
Washington DC 20011

Central Scheduling & Information .....202-806-5978  
H.U. Blackburn Center, Room G02

Office of Student Activities.....202-806-7000  
H.U. Blackburn Center, Room 117

Cramton Auditorium 202-806-7194

Athletic Department.....202-806-7140  
Burr Gymnasium, Room 1013

Office of Residence Life.....202-806-6131  
2401 Fourth Street, NW

Campus Police.....202-806-1100  
University Service Center, Room 260

District of Columbia .....202-727-3684  
Fire Prevention Bureau (Permits)

**Howard University**  
2400 Sixth Street, NW  
Washington, DC 20059



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## APPLICANT PROFILE:

Date Applied:		
Name of Company/Organization:		
Name of Applicant (s) and Student ID no. :		
Position Held in Organization/Company:		
Address:		
E-mail Address:		
Phone:		
Age (AP1):	School:	Major:
Age (AP2):	School:	Major:

## COMPANY PROFILE:

Type of company ( <i>Circle all that apply</i> ): Start-up Existing Sole Proprietorship Partnership		
What industry would you consider your company a part of?		
Please describe the company and its services and products:		
List and describe products to be sold or distributed:		
<i>Ex. T-shirts</i>		
<b>(Check all that apply)</b> Are your items:	<b>Personal Care Products</b>	<b>Consumable (<i>i.e. food or drink</i>)</b>
Do you have insurance for your company?	Yes	No
Have you read the terms and conditions for vending?	Yes	No
Do you agree to the terms and conditions for vending?	Yes	No
Applicant(s) Signature		Date:
ELI Institute Representative Signature		Date:

## FOR OFFICE USE ONLY

Date Rcvd:	Date Entered in BMP Database:	HU Manager, Office of Trademark, Licensing, and Vending Approved	Date Vendor Declined List Reason Below. Declined
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I \_\_\_\_\_ certify that I received and read Howard University Terms and Conditions for Vending. The applicant, on behalf of the officers of the above referenced organization, represents that they are familiar with and will comply with all University regulations and rules applicable to activities it will perform under this permit, including without limitation the most current Howard University Short Term Vending Regulations (provided to you) I understand and agree to comply with all the terms and conditions set by the Office of Trademark, Licensing, and Vending. Failure to comply with applicable regulations and rules may be subject organization to termination of current vending privileges, denial and such other liabilities and consequences as may be appropriate under the law and University policies.

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Signature of Applicant

Date

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Signature of ELI Representative

Date