



## BOOTH SPACE RENTAL

For 2023 Mom's Weekend Craft and Vendor Fair ("Event")

This agreement is made and effective on the date of the last signatory between [VENDOR NAME] ("Vendor") and the Board of Trustees of the University of Illinois, a body corporate and politic, on behalf of its Illini Union ("Illinois").

In consideration of the mutual promises and agreements of Vendor and Illinois set forth herein, the parties agree as follows:

1. The Event will be held in the Illini Union, 1401 W. Green Street, Urbana, Illinois from 10:00am - 4:00pm on Saturday, April 15, 2023.
2. The Vendor will pay a \$185.00 non-refundable fee per booth for up to a maximum of three booths for the Event. Vendors shall select and pay for booth(s) online at the following website <https://illiniunion.illinois.edu/craft-fair/> on a first come, first serve basis, beginning on Wednesday, January 11, 2023. Online payment, via credit card, must be made at the time of booth selection and reservation.
  - a. At the same time Vendor is reserving his/her booth(s) online, Vendor can also pre-order one or more boxed lunches. Pre-payment for the lunches, via credit card, is expected along with the payment for the rented booth(s).
3. This agreement must be signed and returned by the Vendor to Illinois via hand delivery; email (Vendor's e-mail must include a scanned copy of an original signature; an electronic signature will not be accepted) to [iubcraftfair@illinois.edu](mailto:iubcraftfair@illinois.edu); fax at 217-333-7872; or United State Postal Service (or any equivalent delivery service not requiring acceptance signatures) to: University of Illinois at Urbana-Champaign, ATTENTION: Illini Union Board Craft Fair, 227 Illini Union MC-384, 1401 W. Green Street, Urbana, IL 61801 **within 10 business days of the reservation placement. If Illinois has not received this agreement within 10 business days of the reservation, Vendor will forfeit the booth space(s) and a full refund will be issued.**
4. Illinois reserves the right to determine the allocation and location of booth space and to relocate booths, if necessary. Illinois makes every attempt to maintain booths as reserved but relocation may be necessary due to construction in the building. If this is anticipated, Illinois will attempt to notify vendor prior to the Event.
5. The Vendor is responsible for providing tables and display materials. If the Vendor is unable to do so, Illinois will provide up to four tables (6'x 32" x 29") at a cost of \$5.00 per table, provided that the request for tables is made to Illinois at least two weeks before the Event. On the day of the Event, table rentals will cost \$10.00 each. Illinois does not provide peg boards.
6. Booths are to be set-up by the Vendor, between 7:00am and 9:30am on Saturday, April 15, 2023. If the Vendor fails to arrive by this time, the Vendor forfeits its booth and the space may be re-sold. After load in, vehicles must be parked elsewhere as directed by Illinois. The Vendor must be loaded out of the Illini Union by 5:00pm on Saturday, April 15, 2023.
7. The Vendor is responsible for the supervision of the assigned booth and merchandise during the operating hours of the Event including load in and load out. Illinois is not responsible for any theft or damage that may occur.
8. The Vendor is responsible for booth space set up. Nothing can be taped, tacked, or otherwise fastened to the walls, ceiling, chandeliers, or floors.

9. Illinois reserves the right to approve the types of items being sold by the Vendor.
  - a. In accordance with University policy, the following items **may NOT** be sold:
    - i. Animals (pets, service, etc.)
    - ii. Weapons (guns, bows and arrows, swords, etc.)
    - iii. Fire / Flames / Sparks
    - iv. Items bearing the Chief Illiniwek trademarked symbol or other Native American representations
10. The Vendor is responsible for all monetary exchanges associated with its merchandise, including but not limited to the collection and payment of taxes associated with all merchandise sales as required by State law.
11. All unsold merchandise will remain the property of the Vendor.
12. The Vendor agrees that the items offered for sale are original or that the Vendor will obtain any and all necessary clearances or licenses. The Vendor agrees that the items offered by the Vendor at the Event shall not infringe the intellectual property rights of others including copyrights and trademark rights. The Vendor agrees to pay any and all royalties or other payments required to be paid on items protected by intellectual property rights of others to insure that the University of Illinois is held free from all such liabilities or any other payments for liabilities connected with the Event.
13. Vendor represents that it has complied with all applicable domestic and foreign customs and export/import laws.
14. In the event that either Illinois or the Vendor are unable to fulfill their obligations due to damage or destruction of the Event location by fire, national or local calamity, or any unforeseen occurrence rendering the event impossible such as strikes, riots, war, or verified serious illness requiring hospitalization of the Vendor, neither Illinois nor the Vendor shall be held legally responsible for any damages arising from the cancellation of such Event.
15. The Vendor certifies it is not barred under 30 ILCS 500/50-5(a) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.
16. If the Vendor is an individual, the Vendor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).
17. Vendor will not consume alcoholic beverages during load in, the Event, break(s), or load out. Vendors who possess, consume, or show signs of recent consumption of alcohol will be immediately dismissed from the premises.
18. Smoking is prohibited on all campus property at the University of Illinois at Urbana-Champaign, both indoors and outdoors, in university-owned vehicles, and in privately-owned vehicles parked on campus property. The advertising, sale, or free sampling of tobacco products is also prohibited on campus property (<https://cam.illinois.edu/policies/fo-64>).

19. Unless a University of Illinois-approved exception is indicated below, Vendor certifies that it is properly insured in the amount of \$1,000,000 combined single limit coverage for any liabilities that might occur in connection with the Event by Vendor or anyone assisting Vendor, or any vehicle/equipment being used in connection with the Event. Upon request, Vendor shall provide a certificate of insurance verifying the minimum limits required to Illinois.
- a. Insurance coverage may be obtained privately or through a program accessible through the University of Illinois Office of Risk Management. The program is called TULIP (Tenant Users Liability Insurance Plan) and can be found at the following url: [https://www.treasury.uillinois.edu/risk\\_management/tulip](https://www.treasury.uillinois.edu/risk_management/tulip).
  - b.  By checking this box, Vendor agrees that the following items will not be sold and therefore, the insurance requirements listed in 19 above are waived:
    - Food products
    - Chemicals (cleaning supplies, perfumes, soaps)
20. Vendor agrees to indemnify and hold harmless the University of Illinois and the Board of Trustees and their agents, servants, and employees against all loss, damage and expense that they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting in connection with the Event arising out of the actions of the Vendor, its subcontractors, or any other individuals working or volunteering on Vendor's behalf at the Event or due to or arising in any manner from the wrongful act or negligence of the Vendor, its subcontractors, or any individuals working for or volunteering on Vendor's behalf at the Event.
21. Vendor certifies that it is in compliance with all federal, state, and local laws and regulations. Illinois reserves the right to remove any Vendor from the Event if the Vendor, the Vendor's subcontractors, or anyone working for on volunteering on behalf of the Vendor violates the terms of this Booth Space Agreement.
22. Facsimile signatures shall constitute original signatures for all purposes.

In witness whereof, the parties hereto have cause this agreement to be executed by its authorized representative(s).

**BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS**

**CRAFT FAIR VENDOR**

\_\_\_\_\_  
Signature of Paul N. Ellinger, Interim Comptroller Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Comptroller Delegate

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Comptroller Delegate Date

\_\_\_\_\_  
Title

Approved for legal form by the Office of University Counsel – AH – 10/1/2021  
Changes to template require University Counsel and Urbana Purchasing and Contract Management approval.

**Please check for accuracy and fill-in any missing information:**

Name:            Contact First Name Contact Last Name  
Address:        Address  
                    City, State Zip  
Phone:          Daytime Phone  
Email:          Email

**Booth Space Numbers Reserved:** \_\_\_\_\_

**Please check all that apply to your booth and provide a brief description:**

**Reminder: As outlined in the agreement, Vendor is NOT permitted to merchandise animals, weapons, fire/flames/sparks, and/or items bearing the Chief Illiniwek trademarked symbol or other Native American representations.**

- Baskets \_\_\_\_\_
- Candles \_\_\_\_\_
- Clothing \_\_\_\_\_
- Dried/Pressed Flowers \_\_\_\_\_
- Glasswork \_\_\_\_\_
- Hair Accessories \_\_\_\_\_
- Jewelry \_\_\_\_\_
- Painting \_\_\_\_\_
- Pottery \_\_\_\_\_
- Stained Glass \_\_\_\_\_
- Toys \_\_\_\_\_
- Woodwork \_\_\_\_\_
- Other \_\_\_\_\_

Price Range: \$\_\_\_\_\_ to \$\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Signature