

Commercial Solicitation Policy



STUDENT
CENTER

DIVISION OF STUDENT AFFAIRS

Event Management | 305 Student Center East | studentcenter.gsu.edu | scevents@gsu.edu | 404-413-1870 | Fax 404-413-1875

Solicitation Permits

- ▶ **General:** Inquiries regarding commercial solicitation on the Atlanta campus of Georgia State University should be directed to the Student Center Event Management office. Inquiries for all other campuses should be directed to Craig Lipsey, clipsey@gsu.edu, Senior Director for Campus Services.
- **Exceptions:** Inquiries for solicitation activities to take place in the University Bookstore Building should be forwarded to Campus Services. Inquiries for solicitation activities to take place in the Sports Arena should be forwarded to Brian Kelly, bkelly@gsu.edu, Senior Associate Athletic Director for External Relations.
- **Application and Agreement:** A signed Georgia State University Commercial Solicitation Application and Agreement must be submitted with payment, at least three working days prior to the date on which the opportunity to solicit on campus is requested, to the Student Center Event Management Office at the address below. Acceptance of a tendered Application and Agreement by the university is not guaranteed and is at the university's sole discretion.

Georgia State University Student Center
305 Student Center East
55 Gilmer Street | Atlanta, Georgia 30303
- ▶ **Tax ID:** Each solicitor must provide, and have on file, a current copy of their Federal Identification Number. No solicitors will be scheduled without a Federal ID number on file.
- ▶ **Solicitation Fee:** In exchange for the opportunity to solicit sales on campus, a daily solicitation fee of \$50. or 15 percent of gross sales, whichever is greater, must be paid to the university. If the commercial solicitation involves the sale of goods or services for which payment is to be made a later time (e.g. telecommunication services, credit card services, newspaper and magazine subscriptions, etc.) a fixed solicitation fee of \$300 per day will be charged.
 - Payment of the applicable solicitation fee must be paid at the time the Application and Agreement is submitted and may be paid by cash, check, money order, or credit card.
 - For solicitors to whom the \$50/15 percent of gross solicitation fee applies, settlement with the university (submission of an accounting of gross sales plus payment of any amount by which 15 percent of gross sales exceeds the \$50 solicitation fee already paid) must be made within 30 days of the solicitation date. Failure to submit a true and correct accounting of gross sales to the university will result in denial of any future solicitation requests.
 - The University reserves the right to audit solicitors' inventory records at any time.
 - Additionally, reasonable overhead charges such as special maintenance, set-up and/or clean costs up may be assessed by the university.

Solicitation Policy

- ▶ **General:** In order to maintain the academic mission of Georgia State University and to minimize interference with the efficient operation of the institution, commercial solicitation on university-owned or controlled property (the "campus") is governed in accordance with the following procedures. For purposes of this policy, the term "commercial solicitation" includes, but is not limited to, the selling or promoting of products, goods, or services on campus to members of the university community by non-university entities.
 - This policy shall not apply to fundraising activities (e.g., candy sales, bake sales, etc.) held by members of the University community or to token giveaways by significant sponsors of University events.
 - Commercial solicitation directed at the university itself (e.g. concerning the purchase of University supplies and equipment) is governed by the purchasing regulations of the State of Georgia and the Board of Regents of the University System of Georgia.
- ▶ **Locations:** Approved commercial solicitation is generally permitted in Langdale Plaza and all such solicitation activity must remain in the assigned designated area.
 - Requests for other campus locations must be submitted in writing at least ten business days in advance of the requested date and must be approved by the Senior Director of the Student Center (except as indicated above in Solicitation Permits/General).
- ▶ **Inclement Weather:** No refunds are given in the event of rain. However, if the solicitation is scheduled to take place in exterior designated areas, the university will make an effort to provide another commercial solicitation date if the solicitor calls before 11 a.m. the morning of the scheduled solicitation date. No rescheduling will be provided after 11 a.m. and rescheduled dates will only be offered in the same semester during which the original solicitation date was scheduled.

- ▶ Table & Chairs: One table and two chairs will be provided to each authorized Solicitor. All items for sale or display must fit on the table provided and no additional tables or chairs are permitted except with written university approval. Requests for additional equipment must be made in writing on the Application and Agreement for Commercial Solicitation.
 - ▶ Electricity, Sound & Visuals: Some designated solicitation areas may have access to electricity. However, no amplified sound, open air sound or projected visuals are permitted. Solicitors may use personal listening or viewing devices with headphones to display and market products and services.
 - ▶ License & Permits: Solicitors are solely responsible for obtaining all necessary licenses and permits required for the distribution and sale of the services and products for which they will solicit customers on campus.
 - ▶ Taxes: Solicitors are solely responsible for collecting and paying all applicable taxes due as the result of selling products and services on campus.
 - ▶ Compliance: Solicitors are responsible for complying with all applicable university policies and local, state and federal laws. Further, solicitors must abide by all applicable fire and safety codes and are subject to being closed by the Fire Marshall without obligation by the university.
 - ▶ University Name and Logos: Solicitors may not use the university name or logos to promote products or services. Solicitors may not sell products bearing the Georgia State University name, logo, and/or image without prior written approval of the university.
 - ▶ Products and Services: No products or services may be sold which duplicate or are substantially similar to those sold or provided by the university without written university approval.
 - ▶ Damage: Solicitors may not injure, mar or in any way deface the university campus and shall not cause or permit anything to be done whereby the university campus shall be in any way injured, marred or defaced. Solicitors may not drive or permit to be driven, nails, tacks, or screws into campus surfaces and may not make or allow to be made any alterations of any kind to the university campus.
 - Solicitors are jointly and severally liable for damage they or their employees or guests cause on campus.
- ▶ Security: Solicitors are solely responsible for the security of their property and products. The university shall have no financial responsibility for lost, damaged or stolen property.
 - ▶ No Endorsement: The university does not endorse nor assume any liability for the quality of products sold by solicitors.
 - ▶ Assignment: Agreements to permit commercial solicitation may not be assigned by solicitors to any other person or entity without the advance written agreement of the university.
 - ▶ Trash removal: Solicitors are responsible for removing from campus all trash and debris present as the result of solicitor's commercial solicitation on campus. Solicitor must leave the university campus in the same condition it was in prior to use by Solicitor.
 - ▶ Unauthorized Solicitation: Appropriate action will be taken to cease unauthorized commercial solicitation on campus. If the unauthorized commercial solicitor is a university student or employee, such action may include discipline in accordance with appropriate university policies.
 - ▶ Violations: The university will give a verbal warning to Solicitors who violate the University Commercial Solicitation Policy or a Commercial Solicitation Agreement Policy. Second time violators will have all pending solicitation reservations canceled and will not be eligible for consideration for on-campus commercial solicitation for six months. A third offense will permanently prohibit the solicitor from soliciting on the Georgia State University campus.
 - No refunds shall be made for reservations cancelled by the university as the result of solicitor violations.
 - ▶ Appeals: Persons wishing to appeal denial of a solicitation Application or of sanctions imposed by the university may do so by submitting a written appeal to the Vice President of Student Affairs within five days of the date of the action they wish to appeal.
 - ▶ Applicable Solicitation Activities: This policy applies to commercial solicitation conducted on campus by organizations or businesses not affiliated with the university. Fundraising activities conducted by university departments or student organizations are subject to separate university policies applicable to such affiliated groups.
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Commercial Solicitation Agreement



This agreement made and entered into by and between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University ("University") and _____, ("Solicitor").

Terms and Conditions

- ▶ Solicitor agrees to comply with the Georgia State University Commercial Solicitation Policy and Procedures which are incorporated herein by reference as though fully set forth.
- ▶ The University hereby authorizes the Solicitor to temporarily solicit on the University campus per the details of the Georgia State University Commercial Solicitation Reservation Form, which is attached hereto and incorporated herein by reference.
- ▶ This agreement shall be governed by and construed under Georgia Law.
- ▶ Each solicitor must pay to the University a fifty-dollar (\$50) non-refundable fee per day, or fifteen percent (15%) commission on gross sales, which ever is greater. Organizations that provide services to patrons with intent to collect payment at a later date will be charged a three hundred dollar fee (\$300) fee per day. Payment amount must accompany the completed Georgia State University Commercial Solicitation Agreement and Reservation Form.
- ▶ This agreement, with the incorporation of Georgia State University Commercial Solicitation Policy and procedures and the Georgia State University Commercial Reservation Form on the preceding pages, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understanding and agreements, oral or written relating hereto.
- ▶ The Solicitor does hereby indemnify and hold harmless Georgia State University its agents, servants and employees and the Board of Regents of the university System of action, actions, judgments, or other liability including attorney's fees (other than liability solely the fault of the indemnified party) arising out of, resulting or in connection with obligation to indemnify and Indemnified Party will survive the expiration and termination of this Agreement by either party for any reason. The University shall not be liable to the Solicitor in damages or otherwise for injury or loss suffered by any person arising for any defect in construction, maintenance or operation of the University.
- ▶ The Solicitor agrees to comply with all applicable University policies and all applicable local, state and federal law, including the payment of applicable taxes due for the sale of solicitor's goods/services.
- ▶ Solicitor shall not discriminate against any individual on the basis of race, age, color, national origin, sex or disability, and will comply with all non-discriminatory laws and policies to which the University is subject.
- ▶ This agreement may be terminated without cause any time upon written notice to the other party.
- ▶ This agreement may only be amended upon advanced mutual written agreement of both parties.

Solicitor Information

Please print.

Name of Company Representative submitting application: _____ Email Address: _____

Name of person(s) who will be on campus: _____

Company Name: _____

Company Address: _____

Company Tel. No. _____ Fax No: _____

Federal Identification Number On File? Yes___No___ (if FIN not on file, please attach a completed W-9 form)

Requested Solicitation Dates [dd/mm/yy] _____

Alternate Dates If Requested Dates Are Not Available [dd/mm/yy] _____ [dd/mm/yy] _____

Description/Purpose of Solicitation Activity (Be specific regarding product, applications, membership, advertising and recruiting.)

IN WITNESS WHEREOF, the parties have fixed their signatures below.

Authorized Representative, **Solicitor** Date

Authorized Representative, **Board of Regents of the University System of Georgia by and on behalf of Georgia State University**

Of _____
Company Name

Date

Revised by Legal Affairs, May 2007