

TALLAHASSEE STATE COLLEGE

PARTICIPATION IN MARKET WEDNESDAYS

PURPOSE

Market Wednesday is designed to showcase local vendors, students and student organizations who wish to sell their goods and services on Tallahassee State College (TSC) campus. Activities may be for the purposes of fundraising for a student organization or profit generation for an individual or private organization. Market Wednesday will be held on the third Wednesday of each month from 10:00 a.m. to 2:00 p.m. in the Student Union.

ELIGIBILITY

In order to participate in TSC Market Wednesday, individuals or organizations must meet one of the following eligibility criteria:

1. A recognized student organization or club in good standing with the College;
2. An individual student registered and approved by the Office of Workforce Development; or

Once qualified to participate in TSC Market Wednesday, individuals and organizations must confirm participation in Market Wednesday with the Office of Workforce Development.

Once eligibility has been verified and you are approved to participate in TSC's Market Wednesday, please follow these steps to confirm your intent:

Contact Workforce Development Office: Email Workforce Development workforce@tsc.fl.edu with your intent to participate in Market Wednesday.

Provide Required Information

1. Your full name
2. Student ID number
3. Organization or vendor name (if applicable)
4. Date(s) of the Market Wednesday you plan to attend

Confirm Registration Details: Verify your registration status and confirm that your \$15 participation fee has been processed.

Direct Questions to Event Coordinator: If you have any questions or need clarification, email Shelly Bell at shelly.bell@tsc.fl.edu.

LICENSE AND PERMISSION TO EXHIBIT

The District Board of Trustees of Tallahassee State College, Licensor

AND

_____, Licensee

By clicking on the acceptance of Terms for this License and Permission to Exhibit and sell at Market Wednesdays, I have accepted all of the following terms and conditions and any additional special terms as may be provided in the Click Acceptance page.

COMPLIANCE WITH RULES AND REGULATIONS

It is expressly understood and agreed that the use of facilities and equipment provided by Licensor shall be in compliance with municipal, county, and state laws and regulations, and with the policies and rules of The District Board of Trustees of Tallahassee State College, the same being subject to change as necessary without notice except as required by law. Such laws and regulations specifically include any health mandates or restrictions of the government or college. ***Licensee agrees that it assumes full responsibility for any minor children under its supervision while on Licensor's premises and agrees that it will ensure that all supervisors who will be supervising or interacting with minor children have obtained criminal background checks if required by law or Licensor's policies and regulations. Licensee further agrees that it will not permit anyone who has been convicted of a sexual offense to serve in an employment or volunteer capacity for Licensee, or to serve in positions responsible for the direct or indirect supervision of minor children, or which may allow for unsupervised access to, or interaction with, minor children while on Licensor's premises.***

For purposes of TSC Market Wednesday, Licensee should specifically read the following College regulations:

- [Policy 8120 Civility and Mutual Respect](#)
- [Procedure 5420 Student Fund Drives and Solicitations](#)

EQUIPMENT PROVIDED BY LICENSOR

Licensor (TSC) agrees to provide the following to Licensee during the period covered by this agreement:

Access to Market Wednesday area 1 table; 2 chairs; and support from Conference and Events Department

TERM OF LICENSE

This agreement is only valid for the dates and times described in the *Scheduled Reservations* section above. All dates/times covered under this agreement must occur within the same academic semester as determined by the college. This agreement shall automatically expire upon the conclusion of the final reservation, but no later than the end of the academic semester.

COMMERCIAL ACTIVITY/SOLICITATION

Tallahassee State College is committed to protecting free expression and the facilitation of the exchange of viewpoints and ideas. The activity covered as part of this agreement is considered Commercial Activity/Solicitation and is not protected in the same manner. Commercial Activity/Solicitation as it relates to this agreement shall be defined as the promotion, sale, or distribution of any product, merchandise, publication, or service, whether for immediate or future

delivery; or the distribution or display of digital or printed material, merchandise, or products designed to publicize, advertise, encourage the purchase or use of any property, product, merchandise, publication or service. It includes, without limitation, peddling; visits from vendors of food, merchandise, textbooks, software, supplies, or equipment during and outside of Market Wednesday time; and the distribution at those times of handbills or posting of notices on behalf of private individuals or for-profit businesses. Note that some of these activities, like posting, are subject to other specific college regulations.

PROHIBITED PRODUCTS AND SERVICES

Business categories and advertisements may not glorify, edify, promote, or support the sale of alcohol, tobacco products and simulated tobacco products, illegal drugs; display trademarks and or brand names of alcohol, tobacco, or other drugs; contain material that is obscene or defamatory; or be directed to incite or produce imminent lawless action.

Prohibited products and services include, but are not limited to, those that require a special state license (e.g. pets, haircuts, etc.), weapons, fireworks, tobacco or vaping products, diet or nutritional supplements, drug paraphernalia, bars and night clubs, including any happy hour specials, telephone services, insurance products, banking or financial services, credit cards, utilities, mortgages or other loans, and/or items that violate U.S. Copyright or Patent laws (e.g. clothing, purses, copied CDs, DVDs, etc.), or anything that creates a clear and present danger to the College community. Any goods and services distributed under this agreement should adhere to guidelines of decency and appropriateness, and show respect for the broad community of students, faculty, staff, and visitors at Tallahassee State College. As the items or services licensed here for sale involve a commercial activity or solicitation, the College reserves the right to prohibit the sale, promotion, and/or distribution of any item, service, or material that does not support the mission, vision, values, reputation, and brand of Tallahassee State College.

The sale of items already vended and/or distributed on campus by the College or in competition with any College contracted service (i.e. food & beverages, textbooks, computers, College branded merchandise, etc.) requires special approval.

The College cannot monitor the intellectual property ownership status of each offered product or service but does not endorse or approve the misrepresentation of trademarks, copyrights, or advertising by vendors

The College reserves the right to deny a reservation request based on previously scheduled events or activities, space availability, or conflicts with any existing College regulations, policies, contracts, or services.

PAYMENT FOR USE OF FACILITIES

For and in consideration of the use of the aforementioned facilities and equipment, Licensee agrees to pay Lessor(TSC) the sum of **\$15/spot per student vendor each time vendor is present at Market Wednesday** as a use fee, exclusive of additional costs which may be applied by Lessor for the providing of equipment or services as scheduled herein. If additional spots are requested and approved, this amount shall be changed to reflect the additional space and services are requested. Each vendor is required to purchase their own tabling spot at the appropriate rate based on their individual status. The rate and fee only apply to the business owner, not the employees of the business vending their own products or services. Sharing or representing multiple businesses under a single tabling purchase is not permitted and additional vendors must obtain their own

license. **Please note that all registration fees for Market Wednesday are non-refundable.**

USE OF FACILITIES

Licensee shall have the right to use only the designated student union facilities, specifically designated for Market Wednesdays by Licensor and equipment described above for the specified period of time for the sole purpose of **Market Wednesday** and for no other purpose.

SPONSORSHIP-USE OF COLLEGE SYMBOLS

Licensor expressly excludes and disclaims any and all responsibility for any sponsorship of the events or activity to be held by Licensee under this License. Except as otherwise provided for in this agreement, the name and symbols of Tallahassee State College shall not be used in connection with the promotion, or the holding of the events or activities covered by this agreement.

CONCESSIONS

Tallahassee State College retains the right to the sale of any and all items and to any and all other concession activities, except as specifically granted by Tallahassee State College to Licensee. All income from concessions for sale of any items in connection with the events or activities covered by this agreement shall be retained by Tallahassee State College unless distributed in accordance with the separate written agreement of the parties to this agreement. Any such agreements regarding concessions or the distribution of money here from shall be executed by all parties to this agreement and made part hereof.

INDEMNIFICATION

Licensee shall indemnify Licensor and hold Licensor harmless from and against every claim or demand with respect to bodily injury (including death), property damage, or nuisance caused or alleged to be caused by Licensee (including Licensee' employees, agents, representatives, and invitees) or otherwise arising out of or connected with Licensee' use of the Premises or Licensee activities on or about the Premises and not caused by the default or negligence of Licensor. Licensee shall indemnify Licensor and hold Licensor harmless from and against any fine, penalty, liability, or cost arising out of Licensee violation of any law, ordinance, or governmental regulation applicable to Licensee use or occupancy of the Premises or Licensee activities on or about the Premises.

The vendor agrees to indemnify and hold harmless, assume liability for and defend, The District Board of Trustee of Tallahassee State College, and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner arise or are alleged to have arisen, from the acts, omissions or wrongful conduct of the Licensee or Licensee's officers, employees, agents, guests, patrons, licensees, invitees or contractors in connection with or related to their operations, activities, occupancy or use of the premises.

GOVERNING LAW AND VENUE.

This license shall be construed and enforced in accordance with the laws of the State of Florida, regardless of where it may have been executed or delivered. Moreover, the parties agree that venue for any and all legal proceedings related to the enforcement of this Lease, or any of its provisions, shall be solely in a court of competent jurisdiction in Leon County, Florida. This license shall be subject to public disclosure consistent with Florida's Public Records Law.

INSURANCE REQUIREMENTS

Licensor reserves the right to require a Certificate of Insurance from Licensee. If required, Licensee shall provide Licensor with evidence of insurance naming Tallahassee State College Board of Trustees as additional insureds and protecting Licensor against claims in the minimum amount of \$500,000 per person, \$1,000,000 per occurrence (preferably \$1,000,000 combined single limit). For state agencies (including schools in the State/County System), the Licensee shall carry liability insurance with a minimum limit of \$100,000 per person, \$200,000 per occurrence. Evidence of this insurance shall be attached to and made a part of this agreement prior to execution by Tallahassee State College. No license shall be created by this agreement until it is executed by both parties.

DISCLAIMER OF RESPONSIBILITY FOR DAMAGES

Licensor expressly excludes and disclaims all responsibility for damages, loss or injury to property and/or persons arising out of the use of Licensor's premises under this agreement, except as proximately caused by the negligent acts or omissions of Licensor, its employees, agents or representatives. Licensee assumes all risk of loss or damage to the personal property of Licensee placed upon the premises in connections with Licensee's use of the premises under this agreement. Licensee agrees that nothing contained in this agreement shall be construed as an extension of the waiver of the State's sovereign immunity beyond the limited waiver expressed in Section 768.28, Florida Statutes, and expressly acknowledges that Licensor will have no liability beyond that provided in the Statute.

SPECIAL EQUIPMENT

Licensee must notify Licensor, in writing, at least 30 days prior to the event or activity covered by this agreement of any special equipment requested by Licensee from Licensor. If available, any such equipment shall be provided only with the express written agreement of Licensor, may involve additional fees and the failure of Licensee to notify Licensor of its request for such equipment under the provisions of this paragraph shall relieve Licensor of any obligation to provide any such equipment. Licensee must also notify Licensor of any special equipment it will bring onto the premises other than the products or services sold or promoted under this agreement as provided below.

SET-UP, USE, REMOVAL OF EQUIPMENT

Licensor expressly assumes all responsibility for the set-up and removal of all equipment provided by Licensor, Licensee expressly assumes all responsibility for set-up and removal of any equipment and/or paraphernalia owned by the Licensee. Licensee agrees to place any such equipment provided by it upon the Licensor's premises in such a manner as will cause no damage to the premises covered by this agreement. Licensee shall not erect, place or operate on the premises covered by this agreement, without the express written advance consent of the Licensor, any machinery, equipment, or appliance operated by gas or electricity, nor shall Licensee without the express written consent of Licensor, affix any equipment or personal property to the premises in any manner. Licensee agrees to repair or otherwise correct or to reimburse Licensor for any damages caused by the installation and/or removal of any equipment or paraphernalia provided by Licensee under this paragraph.

JANITORIAL SERVICES

Licensor shall provide normal janitorial service and routine clean-up of all areas covered by this agreement, such service to be rendered only at the conclusion of the events or activity covered by

this agreement, unless otherwise agreed to in writing by the parties. Any excess boxes or trash will need to be removed by the Licensee.

MUSIC AND/OR AMPLIFIED SOUND

Licensee is not permitted to broadcast music or other amplified sound, except as allowed by College policy. Small speakers audible only to those standing near a table or display may be allowed at the discretion of the Licenser.

TOBACCO USE AND CODE OF CONDUCT

Tobacco use, including simulated tobacco use (e.g. vaping), is prohibited on property, interior and exterior, owned or managed by Tallahassee State College within the state of Florida under this agreement. Licensee may not use tobacco, or products that simulate tobacco use, while on the campus of Tallahassee State College.

Licensee shall refrain from using profanity and engaging in uncivil behavior while conducting activities on the campus of Tallahassee State College in association with events or activities covered by this agreement.

Unless otherwise agreed in writing, Licensee is further prohibited from bringing animals of any kind on campus.

EMPLOYMENT OF NON-UNION PERSONNEL

It is expressly understood that Licenser may employ non-union personnel to engage in any work necessary to fulfill its responsibilities under this agreement. Licenser is not obligated to use or employ the services of any persons designed by Licensee or any other person or entity under or in compliance with any collective bargaining agreement or union requirement. Any utilization by Licenser of union personnel is as a courtesy and shall not be an obligation of Licenser.

CASUALTY DAMAGE TO PREMISES

In the event that the premises covered by this agreement shall be destroyed, in whole or in part, by fire or other occurrence, Licenser reserves the right to offer Licensee the use of an alternative facility designated by the Licenser or, at Licenser's option, to terminate this agreement. In the event Licenser terminates this agreement under the provisions of this paragraph, and such termination occurs prior to the commencement of Licensee's use of the premises, any monies paid by Licensee to Licenser for the use as permitted by this agreement shall be refunded and all obligations of Licenser hereunder shall terminate.

PAYMENT OF TAXES

It is expressly agreed that Licensee shall be solely responsible for the payment of all applicable federal, state and local taxes and levies, of whatever nature, including, but not limited to payroll, entertainment, and sales taxes associated with the use of the premises described in this agreement and shall hold Licenser harmless from any claims for any such taxes, fees, or levies. It is expressly agreed that this license creates no joint venture between Licenser and that Licensee's employees, agents, and representatives shall not, for any purpose or in any manner whatsoever, be deemed the agents, employees or representatives of Licenser.

If the Licensee is exempt from the payment of taxes normally associated with the terms and

conditions of this agreement, a copy of such exemption issued by the appropriate governing authority must accompany and become part of this agreement

MODIFICATION OF LICENSE

This license shall be interpreted under the laws of the State of Florida. Any modification of this agreement must be initiated or otherwise executed by both parties. Licensee shall not sublet the premises covered by this agreement or otherwise assign its rights to any other party without the express, written consent of Lessor.

NON-DISCRIMINATION

Licensee warrants that it does not discriminate in any unlawful manner on the basis of race, creed, color, sex, religion, national origin, age, disability, veterans' or marital status, sexual orientation, gender identity, gender expression, or any other protected group status.

UNAVOIDABLE CANCELLATION; FORCE MAJEURE

Weather, states of emergency or other events caused by circumstances or causes beyond the parties' control may require the closing of the campus or restriction of events. Such events shall be termed Force Majeure events and include, without limitation, named tropical storm, flood or hurricane, fire or other casualty, governmental restrictions including forced closures, regulations or controls, including declarations of emergency, including without limitation to epidemic or pandemic, or acts of God. In the event of an unavoidable cancellation for such cause, it shall not be considered a breach and Licensee and Lessor agree to reschedule the affected event or activity at a mutually agreeable date, time, and location.

REVOCATION OF LICENSE

Lessor expressly reserves the right to revoke the license create herein on the grounds and subject to the terms and conditions set forth below.

- (a) At will any time prior to the commencement of the license period. Lessor will refund all fees and deposits paid by Licensee.
- (b) For Licensee's failure to timely pay the full amounts of the deposits and fees provided herein or to abide by the terms of this agreement and applicable law and regulation. Lessor will retain any partial payments received from Licensee.
- (c) The College's need to use the premises and/or equipment covered by this agreement for College purposes. Lessor will refund all deposits and fees paid by Licensee.
- (d) Where an emergency situation exists wherein Licensee's use of the premises constitutes a threat to the health or safety of persons or property. Lessor will refund all deposits and fees paid by Licensee unless the existence of the emergency is reasonably attributable to Licensee or Licensee's agents, employees or invitees.
- (e) Lessor's determination that the license was improvidently granted because Licensee does not meet the criteria established by law or policy or use of the facilities is inconsistent with such criteria, contrary to the public interest or College's interests, or otherwise inconsistent with the mission of the College. With respect to revocation on this ground, it shall not matter whether the

improvident granting of the license was due to fraud, mistake, misrepresentation, misunderstanding or other failure of communication by either party. Licensor will retain any partial payments received from Licensee.

(f) Upon the decision of the College President to revoke the license for any reason. Licensor will refund all deposits and fees paid by Licensee.

(g) Licensee knowingly and expressly agrees that upon revocation of the license pursuant to this paragraph, Licensor's obligations pursuant to this agreement shall cease and Licensor shall have no liability to Licensee for any cause of action arising from or in connection with this agreement except as provided in this paragraph. Where reasonably possible notice of revocation will be given in writing, however, actual notice to the representative of Licensee as designated herein by any means available shall constitute sufficient notice.

E-VERIFY

Each party shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Provider enters into a contract with a subcontractor, the subcontractor must register with and use the E-Verify system and provide the Provider with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Provider shall maintain a copy of such affidavit for the duration of this Agreement. If Customer has a good faith belief that Provider or its subcontractor has knowingly violated §448.09 (1), Florida Statutes, it shall terminate this contract. If Customer has a good faith belief that a subcontractor of Provider knowingly violated §448.09 (1), Florida Statutes, but Provider otherwise complied with §448.095(.2), Florida Statutes, it shall promptly notify Provider and order Provider to immediately terminate the contract with the subcontractor.

NOTICES

All notices required to be served upon the Licensor shall be served by registered or certified mail, return receipt requested at:

Tallahassee State College
444 Appleyard Drive
Tallahassee, FL 32304