

### Agreement to Distribute Periodical Publications on UC Merced Property

This agreement is to formalize the arrangements whereby an external vendor publication can be distributed on UC Merced property. University policy outlines the following requirements related to doing business on University property. These terms and conditions must be agreed upon prior to distribution of publications.

1. Media shall be distributed through the use of a rack that is of a size, color, style, and condition approved by the University.
2. The rack(s) will be placed at the location(s) noted in this agreement.
3. The vendor will maintain the rack(s) in good working order and will keep it/them properly supplied. The vendor will include and maintain the agreement number, active contact name, address and phone number on each rack.
4. The vendor will pay any and all license fees, possessory taxes, or other charges imposed by law in connection with its business operation on UC Merced property.
5. The University shall have no liability for loss or damage to the rack or for loss of money or media from the rack, unless such loss or damage is the direct result of negligence on the part of University employees acting within the scope of their employment.
6. The vendor will hold the University harmless and indemnify it from and against any and all liability, costs, claims, or demands resulting from loss or damage to property or injury to persons, including death, that may be caused by the vendor's rack, its presence on University property, or the actions of the vendor, its officers, agents, employees, or subcontractors.

7. During the time the vendors rack is located on University property, the vendor shall maintain insurance coverage of the types and minimum limits specified below, naming The Regents of the University of California as an additional insured. The vendor shall provide the University representative with a certificate of such insurance upon execution of this Agreement and shall ensure that the insurance carrier provides evidence of continuation of coverage to the University on an annual basis. Failure to provide proof of insurance annually will render this agreement null and void and will result in campus removal of rack(s) at the expense of the sponsoring agency.
8. *Liability requirements as determined by University.*
9. The University reserves the right to require removal of the rack upon 30 days written notice to the vendor.

Vendor name and address:

Agreement Number:

Distribution start date:

Distribution end date:

Approved number of racks:

Approved dimensions of racks:

Approved newspaper rack location(s):

Quantity to be stocked per rack:

Length of time publication can remain on rack(s):

Signature of vendor representative

\_\_\_\_\_ Date \_\_\_\_\_

Signature of University representative

\_\_\_\_\_ Date \_\_\_\_\_

Title

\_\_\_\_\_

On behalf of The Regents of the University of California