Agreement to Distribute Periodical Publications on UC Davis Property

This agreement is to formalize the arrangements whereby an external vendor publication can be distributed on UC Davis 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. Newspapers shall be distributed through the use of a newspaper rack that is of a size, color, style, and condition approved by the University.

2. The vendor will place the rack(s) 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 with newspapers.

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 Davis property.

5. The University shall have no liability for loss or damage to the rack or for loss of money or newspapers 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 newspaper 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.

   Comprehensive Automobile Liability
   Bodily Injury: $100,000/$300,000
   Property Damage: $25,000

   Comprehensive General Liability
   Bodily Injury: $100,000/$300,000
   Property Damage: $25,000

   Worker's Compensation and Employer's Liability
   In a form and amount as specified by state law.

8. The University reserves the right to require removal of the newspaper 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