

**The University of Virginia
McIntire Department of Music
Merchandise Sales Agreement**

THIS Merchandise Sales Agreement (“Agreement”) is made effective this ___ day of _____, 201__ (“Effective Date”), by and between _____, with principal offices at _____ (“Merchandiser”), and the Rector and Visitors of the University of Virginia, with principal offices at 1001 North Emmet Street, Charlottesville, VA 22903, for the UVA McIntire Department of Music (“UVA”) (individually each a “Party” and collectively the “Parties”).

WHEREAS, the Merchandiser desires to sell its proprietary products in connection with a production (“Production”) by Merchandiser or a group associated with Merchandiser; and

WHEREAS, UVA is willing to permit the Merchandiser to sell its proprietary products on UVA property subject to the terms contained herein,

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises contained herein, the Parties agree as follows:

1. UVA agrees to permit the Merchandiser to sell its proprietary products at the following location: _____ [describe location where sales will be permitted]. This permission is only applicable on the date, and for the Production listed immediately below; all other events or dates will require additional contracts.

Name and date of the Production at which the merchandise sales will occur

List of items to be sold

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

2. UVA, the Commonwealth of Virginia, and their respective officers, employees, agents and affiliates shall have no financial or legal obligation related to any merchandise sold by the Merchandiser. UVA will derive no profit, will pay no taxes, and will not be responsible for any copyright infringement or infringement of licensing agreements by Merchandiser.

3. The Merchandiser agrees to indemnify, defend, hold and save harmless UVA, the Commonwealth of Virginia, and their respective officers, employees, agents and their affiliates for judgments, damages and expenses arising out of any merchandise sales hosted pursuant to this Agreement and/or arising out of any breach (or alleged breach) of any provision of this Agreement by the Merchandiser, or any member, guest, employee, agent, licensee or invitee of the Merchandiser.

4. The Merchandiser expressly acknowledges and agrees that the Commonwealth of Virginia and UVA and their respective agents, officers and employees shall not be liable to the Merchandiser or to any of its members, guests, employees, agents, licensees or invitees for any personal injury or property damage sustained by any of them while using UVA's property, or for any property damage to the Merchandiser's property.

5. The Merchandiser agrees to abide by the policies of UVA, and all applicable state, federal and local laws and regulations.

6. The Merchandiser assumes all liability for and undertakes promptly to pay all taxes, if any, which are assessed in respect to any merchandise sold on UVA property.

7. The Merchandiser hereby represents and warrants that it is knowledgeable about the patent, copyright, or trademark laws of the United States as applicable to the merchandise being sold and that the Merchandiser shall not sell any patented, copyrighted, or trademarked materials without full compliance with such applicable laws. In the event that the Merchandiser breaches this representation and warranty, Merchandiser hereby agrees to indemnify, defend, hold and save harmless UVA, the Commonwealth of Virginia, and their respective officers, employees, agents, and affiliates from and against all liability, claimed or established, including liability, loss, damages, claims, and expenses (including attorney's fees), for violation or infringement of any patent, copyright, or trademark right asserted by any third party with respect to merchandise sold pursuant to this Agreement.

8. UVA and its agents have the right, without recourse, to have any merchandise immediately removed from sale that they deem to be objectionable, faulty, fraudulent, illegal, or detrimental to the educational environment of UVA or sold in contravention of the provisions of this Agreement.

9. The Merchandiser agrees that UVA will not provide any employees to sell merchandise, will not provide a change fund for the sale of merchandise, will not process credit cards or deposit funds for the sale of merchandise, and will in no way be involved in any cash handling for the sale of merchandise.

10. The Merchandiser agrees that UVA will not store merchandise before or after the sale, and is not responsible for the safety of the merchandise or any monies associated with merchandise sales, at any time.

11. The Merchandiser agrees that it shall be solely responsible for the reporting to the Internal Revenue Service of any income gained by the sale of merchandise and for payment of any taxes owed relating to the sale of the merchandise.

12. The undersigned signatory for the Merchandiser hereby represents and warrants that he or she is an officer or authorized agent of the Merchandiser, and that he or she has read, understands and will abide by the terms of this Agreement and will undertake to ensure that all individuals involved in merchandise sales for this event will abide by the terms of this Agreement.

13. Unless earlier terminated as provided below, the term of this Agreement will commence on the Effective Date and shall terminate one day after the date of the Production. This Agreement may be terminated at any time by either Party upon not less than ten (10) days written notice to the other Party.

14. This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia without regard to its rules regarding conflict of laws. No waiver, alteration, or modification of the provisions in this Agreement will be binding unless in writing and mutually agreed upon. This Agreement, together with any attachments hereto and any amendment or modification that may hereafter be agreed to by the Parties in writing, constitutes the entire understanding between the Parties with respect to the

subject-matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating hereto. UVA and the Merchandiser will incur no obligations pertaining to this Agreement as a result of any promise, representation, or statement by anyone without the actual authority to do so.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers:

**THE RECTOR AND VISITORS OF THE
UNIVERSITY OF VIRGINIA**

MERCHANDISER

By: _____
Stephen A. Kimata
Assistant Vice President for Finance
& University Comptroller

By: _____
Name:
Title:

Date: _____

Date: _____

FOR THE UVA MCINTIRE DEPARTMENT OF MUSIC:

By: _____
Name:
Title:

Date: _____