

Use of Grounds for Roadside Vending Policy

Effective May 12, 2016

Use and Hours of Operation

The grounds of the Clemson Sandhill Research and Education Center are a public facility open to visitors daily from 8:00 a.m. to dusk for purposes associated with the education, research, and extension mission of Sandhill REC. Because this is a public facility, Sandhill cannot guarantee exclusive usage of our grounds, and reserving users may still have other Sandhill visitors in the area during an event. Likewise, portions of this property have been posted as unauthorized areas, and all visitors will be unable to access these areas. Swimming, wading, boating and fishing are not allowed in the lakes. Visitors should also read and obey all other posted signage on the property. Please note: This property is under the Jurisdiction of the Richland County Sheriff's Department and all Federal, State, County, Municipal and Local Laws apply. *No Loitering – No Solicitation – No Unauthorized Entry (Trespassing after dark or in posted areas is prohibited.)*

Roadside Vending on Sandhill REC Grounds

- **Non-profit organizations must attach proof of the organization's charitable status (501-C3), including a copy of the most recent IRS 990 form AND a copy of the registration form from the Secretary of State's office with application.**
- Permission must be requested in writing to the administrative office and approval given at least 10 work days prior to the requested date. Use by vendors must conclude by dusk.
- When evaluating requests for roadside vendors, the following factors will be taken into consideration in approving or denying the request:
 - 1) impact on maintenance of the grounds
 - 2) public health and safety to the public and other users of the facility
 - 3) consistency of use with the mission of the Clemson Institute
 - 4) merchandise/product for sale
 - 5) display methods

DAILY RENTAL FEE: \$ 35.00

Cancellation of a reservation must be made at least ten (10) days in advance of the request. Failure to give the ten (10) day cancellation notice will result in a loss of daily rental fee or \$200, whichever is less. Allow 30 days for refunds.

Liability Insurance is required. Roadside vendors will be required to provide a copy of their own **liability insurance with Clemson University named as additional insured.** Clemson University departments are covered by the Insurance Reserve Fund and will not be required to furnish additional coverage. Clemson University/Sandhill REC will not be responsible for accidents/injuries occurring during use or damages related to vendor's property at any time while located on the Sandhill REC Grounds.

Waiver of Fees

Fees are waived for Clemson University & Clemson Extension Service. ***To qualify for a waiver, a current employee of Clemson University must serve as the primary contact. The primary contact handles all communications and arrangements with the Sandhill REC staff, accepts responsibility for compliance with all rules set forth in this policy and attends the reserved function.*** An official waiver will not dismiss the responsibilities for additional fees, such as the cancellation fee and/or cleaning fee.

Cleanup

Failure to leave the grounds in a neat, clean and undamaged condition will result in the assessment of a \$100 per hour cleanup fee.

Rules and Requirements for Roadside Vending at Sandhill REC

1. Roadside vending is only allowed at the stub-out area (the square grassy area outside of the fence) on Clemson Road. As you enter the Sandhill Research and Education Center, at 900 Clemson Road, this area is located to your left at the traffic light at the intersection of Clemson Road and Marketplace Common.
2. During Sandhill Farmers Market season, there will be no roadside vending of products which are allowed to be sold at the Market. Farmers Market season is approximately April through November.
3. Application for Roadside Vending, including location, merchandise/products, display methods, promotion, must be approved by Director/Assistant Director.
4. Only one vendor will be allowed in a location on a day.
5. It is the responsibility of the vendor to research and comply with all business and tax regulations for the sale of their items.
6. It is the responsibility of the vendor to research and comply with all federal, state, and local regulations governing the sale of their items.
7. Sellers will maintain cleanliness at all times. Trash must be collected and removed before leaving the area.
8. Clemson University does not guarantee the marketability of the vendors' goods or the success of the vendors' efforts.
9. Vendor will provide and supply all necessary utilities to operate its location/operations.
10. There will be no hawking of products, any microphone, sound system or loud music.
11. There will be no creating of traffic hazards by any means.
12. Advertising must not interfere with safety of the facility, including blocking sight lines of traffic.
13. Advertising may not contain references to alcoholic beverages (logos, names, etc.). The sale of alcoholic beverages on Sandhill REC property is prohibited. No alcohol is permitted on the grounds of this facility without prior approval. Observance of alcohol abuse will result in immediate closure and notification made to the Richland County Sheriff's office.
14. There shall be no alteration of the grounds without prior consent. Visitors shall respect and neither harm, destroy nor alter any natural resources or improvements on this property. The person signing the Request for Use of Grounds for Roadside Vending will be held legally responsible for any damage to the facility/grounds occurring during the approved event.
15. Nothing shall be removed from the grounds of this facility, including, but not limited to landscape materials, plants, fruit, insects, equipment, and picnic tables. Theft of State property will be prosecuted to the full extent of the law.
16. **Clemson University is a tobacco-free campus.** All forms of tobacco and smoke-related products are prohibited. Along with cigarettes, the ban includes chewing tobacco, smokeless tobacco and electronic cigarette.
17. No open flames allowed. (includes charcoal grills, bon-fires, camp fires, etc.) Gas grills are allowed in designated areas only. Fire extinguishers must be provided by user and adjacent to grill.
18. Vehicles may be parked only in designated areas. Vehicles left overnight without permission or in unauthorized areas may be towed without notice.

19. Users will provide trash bags, bag all trash, and prepare it for disposal upon leaving the premises.
20. The reserving party will need to remove its property from the facility at the conclusion of its scheduled use.
21. No hunting or fishing is allowed on the Sandhill property. Lakes are unsuitable for swimming, wading or boating.
22. Children visiting the facility must be accompanied at all times by a supervising adult.
23. All pets visiting the property must remain on leashes.
24. Exceptions to usage may be made at the discretion of the director of the Sandhill REC and must be in writing, prior to reserving the property.
25. Any additional special requests and services must be arranged in advance with the Sandhill staff.
26. Any suspect activity, incident or injury occurring on the grounds shall be immediately reported to the administrative office at Sandhill (803-788-5700). When the office is closed or other circumstances prevent the reporting of incidents, please contact our office at the first available time, no more than two business days after the occurrence.

Clemson University/Sandhill REC is not responsible for damage to or loss of any items left on the facility grounds. Property is placed on the grounds at the guest's own risk.

Clemson University/Sandhill REC will not be responsible for accidents/injuries occurring during use.



**Sandhill REC/CIECD
Request for Permit for Roadside Vending**

900 Clemson Road
P. O. Box 23205, Columbia, SC 29224-3205
803-788-5700

EFFECTIVE: February 11, 2009

Contact Name (print) Phone Number(s) Picture ID (attach a copy)

Name of Business (Print) Owner's Name (Print)

E-Mail Address (Print) Website (Print)

Mailing Address City ST Zip

Date(s) Requested Starting Time Ending Time Number of employees

Is this a Clemson University sponsored event? _____

Is this a non-profit organization sponsored request? _____

Name of non-profit group /Clemson University Group

Products/merchandise for sale: (List all)

How will merchandise be displayed?

Number and description of vehicles and structures (include size) to be used:

Advertising, describe:

Signs, Banners, Type, number, size (no electronic or neon signs-attach photos)

Advertising: List TV, Radio, Newspapers, Flyers

Describe any demonstrations of products

Will merchandise be left on the property overnight? ____ Yes ____ No
Clemson University is not responsible for vendor's property at any time.

By signing this agreement, I agree to abide by the Use of Grounds Roadside Vending Policy set forth by Clemson University/Sandhill REC/CIECD for roadside vending on the Sandhill REC property, 900 Clemson Rd., Columbia, SC. **I have attached proof of liability insurance, licenses, picture ID and additional documents required for selling merchandise in SC and Richland County.**

Signature

Date

Daily rate for Roadside Vending: \$35.00

Number of Days requested _____

Total amount due: \$ _____

Payment Method:

_____ **Cash**

_____ **Check (made payable to Clemson University)**

OFFICE USE ONLY:

AMOUNT PAID: _____

RECEIPT/PERMIT #: _____

- Proof of Liability Insurance
- Copy of Picture ID
- 501C-3 FORM (non-profit)
- IRS 990 FORM (non-profit)
- Certification to sell certain products

FULL PAYMENT OF THE AMOUNT DUE IS REQUIRED 10 DAYS PRIOR TO THE APPROVED DATES. Please sign and return this form with payment to confirm your request.

If approved, a permit will be issued which must be posted and visible to the public, during the entire time of use.

Sandhill REC Request for Permit for Roadside Vending

APPROVED: _____ Date: _____
Director / Asst. Director

DATES OF USE: _____

DENIED: _____ Date: _____
Director / Asst. Director

Reason for denial: _____

Merchandise/Products

Original: Office files
Copy: Vendor