



UNIVERSITY OF
SOUTH DAKOTA

Sales and Solicitation

Policy Number: 7.005

Originating Office: Student Services

Responsible Executive: VP for Student Services

Date Issued: 12/02/2011

Date Last Revised: 09/09/2019

Policy Contents

I. REASON FOR THIS POLICY.....	1
II. STATEMENT OF POLICY	1
III. DEFINITIONS	3
IV. RELATED DOCUMENTS, FORMS AND TOOLS	3

I. REASON FOR THIS POLICY

To complement and adhere to the South Dakota Board of Regents Policy 3.7 regarding Commercial Solicitation of Students, the University of South Dakota (USD) ensures that students have reasonable access to commercial information and to commercial transactions that are consistent with the educational mission of USD.

II. STATEMENT OF POLICY

1. Recognized student organizations, university affiliated groups, approved vendors and candidates for Student Senate or the Student Government Association administration may make reservation with the Muenster University Center Scheduling Office to use information tables, in the approved locations, for soliciting.
2. Anyone wishing to sell items must complete a Sales and Solicitation Form (available in the Muenster University Center/Scheduling Office or online at: <http://www.usd.edu/student-life/muc/policies-and-forms>) and make a reservation at least five (5) days prior to the event.
3. For-Profit organizations or vendors are prohibited from soliciting or selling items and/or services on university property without the sponsorship of a recognized student organization or USD administration. Each outside agency entering into this solicitation agreement will guarantee its sponsoring organization or USD administration or minimum of \$50.00 per day or 15% of gross sales, whichever is greater. Checks should be made payable to the sponsoring student organization or to USD. In those instances where payment is based on the percentage of sales, the vendor shall provide detailed documentation supporting gross sales revenue. Gross sales are defined as all sales revenue generated under the sales activity described above, the less applicable State of South Dakota sales tax. Payment shall be

made by the vendor to the Scheduling Office at the closing of the solicitation or sales event, but no later than 4:30 p.m.

4. There will be no solicitation of credit cards.
5. The distribution of flyers placed on vehicles is strictly prohibited
6. All federal and state laws, city ordinances and university regulations must be followed. This includes filing for a sound permit, if applicable. City ordinances can be found on the City of Vermillion's website: <http://www.vermillion.us>.
7. Patrons of the university may not be approached physically or verbally in a manner such that their normal progress is impeded or diverted.
8. The sales and distribution of any item that would infringe upon, or in any way violate, a legal trademark or copyright will be prohibited. Exceptions will be granted only with the express written consent of the trademark or copyright holder.
9. Organizations or vendors may not sell paraphernalia sold by any of USD contract partners due to the exclusive nature of those contractual agreements. Special exceptions may be granted by the Muenster University Center Administration.
10. Individuals and organization vendors, despite their profit or non-profit status, must collect state and local sales tax on goods and services that are sold to consumers. It is the responsibility of the vendor to obtain a sales tax license before the start of sales and remit the appropriate amount due directly to the South Dakota Department of Revenue.
11. Solicitation in the residence halls is subject to the policies as published by the Office of University Housing.
12. Minor fundraising activities, such as sales, raffles, etc. for service and student organizations are allowed in other buildings on campus with prior approval of the Muenster University Center Administration.
13. Groups, vendors or organizations agree to hold harmless and indemnify the State of South Dakota, the South Dakota Board of Regents, the University of South Dakota, their officers, agents or employees from and against any and all actions, suits, damage, liability, or other proceedings that may arise as a result of the negligence, misconduct, error or omission of the State of South Dakota, the South Dakota Board of Regents, the University of South Dakota, their officers, agents or employees.
14. Groups, vendors or organizations expressly assume full responsibility for all damage or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement and agree to pay the State for all damage caused to the facilities or grounds resulting from their activities hereunder. The Group/vendor/organization represents that its activities, pursuant to this agreement will be supervised by adequately trained personnel, and that all safety rules for the facility and the activity will be observed. The University of South Dakota and the Muenster University Center has no duty to and will not provide supervision of the activity.
15. The University of South Dakota and the Muenster University Center reserves the right to eject any objectionable person or persons from the premises pursuant to South Dakota Board of Regents Policy 1:31 upon the exercise of the authority through any agent or police personnel.

Group/vendor/organization hereby waives any right to claim for damages.

16. The University of South Dakota and the Muenster University Center will be excused from performing any obligation or undertaking provided in this agreement in the event, and for so long as, the performance of any such obligation is prevented or delayed, retarded or hindered by an act of God, fire or earthquake, flood, explosion, actions of the elements, war, insurrection, strikes, walk-outs, action of labor, unions, condemnation of laws, orders of government or civilian and military authorities, or any other cause not within the reasonable control of the University, which shall render the performance of this agreement impracticable. USD will not be liable for any damage caused thereby, and this agreement, at the option of the university, may be terminated and the unearned portion of any amount paid upon the execution of this lease agreement will be returned to the group/vendor/organization.

III. DEFINITIONS

Approved vendors/organizations are defined as a vendor or organization that is not operated by or affiliated with the university and has completed the Sales and Solicitation Policy Form, has a reservation for the event on file, and the Muenster University Center administration has deemed their presence consistent with USD mission. This includes for-profit and not-for-profit groups.

Recognized student organization is defined as an organization that has gone through the approval process of the USD Student Government Association (SGA). Sales: as defined by USD, is offering products or services in return for monies, goods, or other services.

Sale(s): as defined by USD, is offering products or services in return for monies, goods, or other services.

Solicitation/Soliciting: actions intended to induce an individual or group to engage in a sale.

University affiliated groups are defined as a group or an organization that is operated by or affiliated with the University. This also includes faculty and staff groups.

IV. RELATED DOCUMENTS, FORMS AND TOOLS

[Sales and Solicitation Policy and Form](#)

[University Housing Website](#)

[USD Student Handbook](#)

[SDBOR Policy Manual](#)

A copy of the authorized Sales and Solicitation Form must be always displayed while on campus