

**DREW UNIVERSITY
GENERAL TERMS AND CONDITIONS OF SERVICES**

Account Number: _____

1. ENTIRE AGREEMENT: The following General Terms & Conditions and the attached Purchase Order and Performer Guidelines (collectively, the "Agreement") shall constitute the complete and exclusive statement of the Agreement between Drew University ("Drew") and _____ (hereinafter Agency/Performer). The Agency/Performer agrees to perform its services/act in a professional and competent manner in consideration of Drew's payment to the Agency/Performer.

The services/act to be provided by Agency/Performer under this agreement are: The program titled _____, on the following date: _____. The program start time is _____ and end time is _____. The event will be held in the following location: _____.

In consideration of performing such services, Drew agrees to pay Agency/Performer: _____

2. AMENDMENTS/TRANSFERS: Any amendment, assignment, or transfer of this agreement must be in writing. Any purported amendment, assignment, or transfer without Drew's consent shall be null and void. This Agreement may be modified only pursuant to a written instrument signed by authorized representatives of both parties. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. To the extent that Agency/Performer's terms and conditions, if any, shall conflict with this Agreement, this written agreement shall control. Either party's failure to insist upon the performance of any term of this Agreement shall not be construed as a waiver of that party's present or future right to such performance and each party's obligations in respect thereto shall continue in full force and effect. The headings in this Agreement have been inserted solely for convenient reference and shall be ignored in its construction.

3. EQUAL OPPORTUNITY EMPLOYER: Drew is an Equal Opportunity Employer. Pursuant to Executive Orders 11246 and 11375, Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam-Era Veterans Readjustment Act of 1974. Agency/Performer warrants that it will not discriminate in the performance of this Agreement or employment against any person because of age, race, color, religion, national or ethnic origin, sex, sexual or affectional orientation, gender identity, marital or familial, status, veteran status, or disability. Agency/Performer also warrants that it will comply with all applicable executive orders, and federal, state, and local laws, regulations, and rules, relating to nondiscrimination, equal employment opportunity, and affirmative action.

4. GENERAL WARRANTIES: Agency/Performer warrants it shall perform its services/act in a timely, professional and workmanlike manner.

5. TIMELY PERFORMANCE: If Agency/Performer fails to perform the agreed upon service/act at the time, date and place specified, that failure shall be deemed to be a material breach of this Agreement and Drew shall not be responsible for any payment under this Agreement.

6. PAYMENT/TERMINATION: Drew shall remit payment to Agency/Performer net thirty (30) days after the performance. Agency/Performer shall send contracts/agreements to Drew University, Office of Student Activities, 36 Madison Avenue, Madison, NJ 07940, prior to the event/performance date. Agency/Performer agreement may also be faxed to (973) 408-3878. Drew is under no obligation to pay in the event the Agency/Performer fails to perform or performs in an unprofessional or unworkmanlike manner. Drew reserves the right to cancel the services/act in the event the Agency/Performer fails to appear and set up at least one hour prior to the agreed upon time.

Check payable to: _____

Tax ID or Social Security number of payee: _____

Please also attach a W9 Form

Address to send payment

Name of Recipient: _____

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Street Address: _____

City/Town: _____ State: _____ ZIP Code: _____

Email: _____ Fax: _____

7. FORCE MAJEURE: Neither party shall be liable to the other failure in the event that causes beyond the control and without the fault or negligence by either party or their agents or contractors prevents such performance. Such causes include acts of God, acts of a government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and freight embargoes.

8. CONFIDENTIAL INFORMATION: Agency/Performer shall treat as confidential all non-public information disclosed by Drew in connection with this Agreement, including but not limited to written or oral communications, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, (including e-mail lists or student lists), plans, specifications, and other data (collectively, "Confidential Information"). The terms and conditions of this Agreement shall also be deemed Confidential Information. Agency/Performer shall not disclose Confidential Information to any third party except as Drew authorizes, and shall only disclose it to those within Agency/Performer's organization who need to use it in performance of the Agreement. Upon completion or termination of this Agreement, Agency/Performer shall return or destroy all such Confidential Information (except for this Agreement), or otherwise dispose of it as Buyer may approve. This provision is not intended to restrict Agency/Performer's right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. Agency/Performer shall defend, indemnify and hold harmless Drew from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, sustained or alleged to have been sustained by Drew as a result of any disclosure or use of any Confidential Information in violation of this Agreement.

9. USE OF DREW NAME OR MARKS: Agency/Performer shall not use Drew's name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of Drew.

10. INDEPENDENT CONTRACTOR: In performing hereunder, Agency/Performer and its employees, agents, subcontractors and representatives shall be as independent contractors and not as employees or agents of Drew. All persons furnished or retained by Agency/Performer in connection with this Agreement are so furnished or retained as Agency/Performer's employees or agents. Agency/Performer shall not transact business, enter into agreements, or otherwise make commitments on behalf of Drew unless expressly authorized in writing by Drew. Neither Agency/Performer nor its employees, agents, subcontractors or representatives shall be entitled to benefits provided by Drew to its employees, including but not limited to fringe benefits, worker's compensation, health and unemployment insurance, and pension plans. Drew shall not pay or withhold federal, state, or local income or other payroll taxes on behalf of Agency/Performer or its employees, agents, subcontractors or representatives. Agency/Performer agrees to report and pay all applicable taxes.

11. APPLICABLE LAW/VENUE: All disputes regarding the construction, interpretation and the parties' obligations under this Agreement shall be governed by the laws of the State of New Jersey, notwithstanding any state's conflicts laws to the contrary. The venue and jurisdiction for the resolution of any such disputes shall be New Jersey.

12. INDEMNIFICATION: Agency/Performer shall defend, indemnify and hold harmless Drew, its officers, employees, trustees, agents and representatives from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, (collectively, "Claims") sustained or alleged to have been sustained in connection with or arising out of the performance hereunder of Agency/Performer, its agents, employees, subcontractors and consultants, even in the event Drew is alleged or found to be partially negligent. However, Agency/Performer shall not be obligated to so indemnify Drew in the event Drew is proven to be solely negligent. If any Claims alleging infringement of intellectual property rights, including but not limited to Claims of patent or copyright infringement or misappropriation of trade secrets, are

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brought against Drew in connection with Drew's use of the Goods or Services, Agency/Performer shall indemnify Drew as set forth above.

13. INSURANCE: If Seller shall provide Services on Buyer's property, Seller shall maintain and keep in force at Seller's expense the following minimum insurance coverages:

- a. Workers Compensation Statutory
- b. Sexual Misconduct/Abuse Liability: \$1,000,000 Occurrence/\$5,000,000 Aggregate (can be included in General Liability)
- c. Commercial General Liability, to include: Contractual; Premises Operations; Products and Completed Operations; Independent Contractors/Vendors and Personal Injury; Bodily Injury and Property Damage: Each Occurrence/Aggregate \$1,000,000 (Drew University endorsed as additional insured)
- d. Automobile Liability: \$1,000,000 Occurrence Combined Single Limit
- e. Products Liability: \$5,000,000 Occurrence (Drew University endorsed as additional insured)

The Automobile Liability insurance shall cover any vehicle used by Agency/Performer if required in performing Services hereunder. All policies shall be underwritten by a carrier rated at least "A-" in Best's Key Rating Guide. "The Trustees of Drew University, including its officers, employees and agents" shall be named as additional insureds in the General Liability policy specified above. Certificate(s) evidencing the above insurance coverages—with a statement that Drew is an additional insured and that the insurance afforded is primary insurance as to any other valid and collectible insurance in force shall be sent to Drew's Purchasing Office, 36 Madison Avenue, Madison NJ 07940, before Agency/Performer's performance begins. Agency/Performer shall be solely responsible for payment of premiums and deductibles for all of the required insurance. Should any of the required insurance policies be cancelled or materially changed, Seller shall not change the levels of coverage or permit coverage to expire until all the Services or work have been completed and accepted. Agency/Performer shall not enter upon Drew's property to perform hereunder unless Agency/Performer is and remains insured in accordance with the above requirements. Agency/Performer shall indemnify Drew for any loss suffered by Drew as a result of the failure of Agency/Performer to be so insured. Agency/Performer shall assess its own risk hereunder. If Agency/Performer in its sole discretion deems it appropriate and/or prudent, it shall maintain higher limits and/or broader insurance coverages than the minimum required above. Agency/Performer shall not be relieved of any liability or other obligations hereunder by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types.

Payment – 30 days after purchase order approval

14. SALES AND EXCISE TAX EXEMPTIONS: As a non-profit educational institution, Drew is exempt from Federal and New Jersey Excise Taxes under Public Law No. 85-859 and from New Jersey Sales Taxes (Exemption No. 221-487-164) and certain other states' taxes as may be applicable, unless otherwise stated on the face of the Purchase Order. Seller shall not charge Buyer any tax for which an exemption is applicable.

15. Emergency Contact Information:

The on-site contact for Drew University is: _____, at () _____ - _____ (cell)

The day-of-event contact for Agency/Performer is: _____, at () _____ - _____ (cell)

Signed on behalf of Drew University by:

Signed on behalf of Agency/Performer by:

Frank Merckx, Dean, Campus Life & Student Affairs
Name and Title

Name and Title

Date: _____

Date: _____

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**ADDENDUM
AGENCY/PERFORMER GUIDELINES**

1. Conduct

General Regulations

Courtesy and Respect: Drew University is a diverse academic institution and it is critical that all agencies/performers and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all students, staff, faculty, guests, or visitors. These requirements apply to the agency/performer and the agency/performer's employees, agents, consultants, and others on campus in connection with the agency/performer's work or at the agency/performer's express or implied invitation.

Language and Behavior: Agencies/performers and their employees cannot engage in behavior that is discriminatory, threatening, or offensive. Harassment of any type, including sexual harassment or discrimination, or abusive derogatory or insulting behavior or language relating to the the personal beliefs or characteristics of individuals or groups, in the University's discretion, is not permitted under any circumstance. Roughhousing, fighting, fisticuffs, physical threats, or physical abuse cannot be tolerated.

No Weapons, Alcohol, or Drugs: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited and offenders will be removed from campus and/or reported to the Madison Police Department.

Smoking: Agency/Performers and their employees, agents or guests are not permitted to smoke in or near any campus buildings.

Fraternization: Contractors and their employees, agents or guests may not fraternize or socialize with University students or employees and must leave the campus at the conclusion of their performance.

Appearance: Articles of clothing shall not display discriminatory, harassing, or offensive language, symbols or graphics. The University has the right to decide if clothing is inappropriate.

The agency/performer is responsible for his/her employees, agents, consultants and guests and must inform of these guidelines. If prohibited conduct does occur, the agency/performer will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the University's premises and prohibited actions could result in the termination of any contract or agreement with Drew University.

2. **Point of Contact:** The agency/performer is responsible for advising its employees, agents, or contractors of it's and the University's designated point of contact. That person must be on call and available by phone and/or in-person to respond on behalf of the agency/performer in the event of an emergency or, as necessary, in the normal course of basis.
3. **Safety:** The safety of any employee, agent, consultants, student, staff member or guest of the University or the agency/performer is a primary obligation of the agency/performer. The agency/performer is responsible for acting in a manner that ensures the safety of themselves as well as member and guests of the Drew community.
4. **Accidents:** For situations where people or property are at risk, call the Drew University Public Safety emergency line at (973)-408-4444 or 911.

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5. **Reporting:** The Contractor/Consultant shall notify their designated Student Affairs contact when they arrive on campus. In most cases that contact will be available to work with the agency/performer throughout their time on campus
6. **Site Security: Contractor is responsible for securing their property while on campus.** The university is not responsible for lost or damaged property or equipment of the agency/performer or their employees.
7. **Travel on Campus:** All parking regulations and traffic control directions must be followed. Driving on pathways and sidewalks should be avoided if at all possible. If you must use a pathway or sidewalk, speed cannot exceed **5 mph** and **pedestrians always have the right-of-way**. Pathways or sidewalks should be used only in consultation with the Student Activities contact.
8. **Care of University Property:** Agency/performers will take every necessary precaution to protect the property of the University.
9. **Cleanup:** The agency/performer is responsible for ensuring the safe and appropriate removal of their property and equipment.