

# University Vendor Contract



**Please type or print legibly.**

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (“Vendor”) and Washington University in St. Louis (“University”). In consideration of the compensation and/or use of University facilities referenced below, the parties agree to the following terms and conditions:

VENDOR SERVICES TO BE RENDERED: \_\_\_\_\_

DATE/TIME OF ENGAGEMENT: \_\_\_\_\_ PLACE OF ENGAGEMENT: \_\_\_\_\_

COMPENSATION TO VENDOR: \$ \_\_\_\_\_

Washington University check should be made payable to: \_\_\_\_\_

Social Security # (Federal Identification #): \_\_\_\_\_

Description of additional needs (e.g., sound/lights, hospitality, travel, special equipment): \_\_\_\_\_

- Unless otherwise specified, Vendor will be responsible for providing its own sound system if necessary.
- Vendor will be paid by University check following its performance of the services to be rendered under this Contract. If a Vendor is a performing artist, Vendor will be subject to a mandatory 2% Missouri state withholding tax for all non-resident entertainers, and the University will not agree to pay this tax.
- No performance or program, or any part thereof is to be reproduced by the University, including but not limited reproduction by broadcasting, videotaping, or tape recording without the written permission of the Vendor. Vendor is similarly prohibited from reproducing a performance or program held on the University campus without the written permission of the Office of Public Affairs at the University.
- Unless the University, in its discretion, has given express advance written consent, University trade names, trademarks, nicknames, symbols, logos, or images are not permitted to appear in Vendor’s materials, on Vendor’s websites, or other communications.
- It is understood and agreed that the consumption of alcoholic beverages or non-prescription drugs by Vendor on University premises before, during or after the performance is in violation of University policy, and may result in the immediate termination of the Contract, with no liability to the University.

## HOLD HARMLESS AND INDEMNIFICATION

Vendor acknowledges that his/her/its employees, agents or invitees’ presence on and use of University facilities or property is at its/their own risk and is not the responsibility of Washington University or University insurance coverage.

Vendor shall promptly, upon demand, reimburse Washington University for any loss of, or the expense of, repairs or any damage to Washington University property resulting from Vendor’s use of University property and facilities.

Vendor agrees to protect, defend, indemnify and hold free and harmless the University, its trustees, officers and employees, from any and all claims, suits, actions and liability of any character for injuries, losses, or damages, including reasonable attorney’s fees, allegedly sustained by any person or property arising out of any act or omission, neglect or misconduct, or violation of any law, ordinance, regulation, or University policy by the Vendor.

It is understood that this Contract is binding on both parties; it cannot be cancelled except as follows: The Vendor and the University mutually agree that either party may cancel this for any reason by either party at least thirty (30) days prior to performance upon written notice received by the other party. The parties further agree that this Contract may be cancelled and all parties shall be released from any liability or damages hereunder if the Vendor or University is unable to fulfill the terms of this Contract due to an Act of God, force majeure or any other legitimate condition beyond the control of the Vendor or University.

## LIABILITY AND INSURANCE

Vendor agrees to maintain Comprehensive General Liability insurance, through a reputable carrier, and Worker’s Compensation Insurance, if applicable, for Vendor, his/her/its employees and agents. Vendor will name Washington University in St. Louis as an additional insured and provide Washington University with satisfactory proof of insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate (or limits deemed adequate for the event) prior to the event date. Vendor shall immediately notify University in writing of any lapse, cancellation or modification of the insurance coverage required herein.

Should Vendor not maintain the above insurance or limits adequate for the event, Vendor shall notify the University in writing no less than ten (10) days in advance of the Engagement, and the University will attempt to bind coverage for the Engagement. Vendor’s compensation provided above will be reduced by any premiums charged to University by the carrier. If University’s carrier will not cover the engagement and Vendor does not carry their own coverage, Vendor may not be allowed to participate in the engagement.

- This Contract is governed by the State of Missouri and cannot be changed except in writing and signed by both parties.

**\*\*CONTRACT MUST BE RETURNED WITHIN FIFTEEN (15) WORKING DAYS OF ABOVE DATE OR IT IS VOID. CONTRACT SHOULD BE COMPLETELY FILLED OUT AND IS SUBJECT TO THE APPROVAL OF THE STAFF OF STUDENT INVOLVEMENT AND LEADERSHIP\*\***

University Representative Signature \_\_\_\_\_ (date)

Student Group Contact \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Vendor Signature \_\_\_\_\_ (date)

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_