

**SAINT XAVIER UNIVERSITY
EXTERNAL VENDOR SERVICE PROVIDER CONTRACT/RIDER**

FOR _____
VENDOR

BY _____
UNIVERSITY DEPARTMENT

In the event of any conflict, inconsistency or incongruity between the provisions of the external VENDOR CONTRACT and/or Vendor Rider, and the provisions of the SAINT XAVIER UNIVERSITY CONTRACT/RIDER, the provisions of the SAINT XAVIER UNIVERSITY CONTRACT/RIDER shall, in all respects, govern and control.

1. **DEFINITIONS:** The term UNIVERSITY as used in this Contract Rider means SAINT XAVIER UNIVERSITY and all of its officers, employees, and agents.

2. **SERVICE DETAILS:** The VENDOR shall deliver the following SERVICE/PRODUCT(S) as detailed:

- DATE: _____
- TIME AND DURATION OF SERVICE DELIVERY _____
- LOCATION ON CAMPUS: _____
- DESCRIPTION OF SERVICE/PRODUCTS CONTRACTED: _____

3. **TRANSPORTATION:** The VENDOR will arrange and pay for transportation when required, unless otherwise specified in this contract rider

4. **LODGING/DRESSING ROOMS:** If the terms of the agreed upon contract include lodging to be provided by the UNIVERSITY, the UNIVERSITY agrees only to pay the room and any applicable tax charges. Any other charges are the responsibility of the VENDOR and/or representative. Dressing Room facilities do not exist. Arrangements for use of alternate facilities may be made in advance through the Department of Student Life.

5. **EQUIPMENT:** The UNIVERSITY is not responsible for providing any equipment not specifically stated in the contract. The VENDOR agrees to reimburse the UNIVERSITY for any Rental Equipment required by the VENDOR.

6. **LOAD-IN/ LOAD-OUT:** Delivery and pickup of all equipment must be performed by the VENDOR with the delivery/pickup schedule approved by Campus Life. All equipment must be removed immediately following the conclusion of the scheduled performance/service event.

7. **ACTS OF GOD:** The UNIVERSITY shall not be liable or responsible for any failure to perform its obligation hereunder or for any loss or liability to the VENDOR, their agents, heirs, employees, guests or assignees caused by or arising as a result of an **Act of God** or any other circumstance or event beyond the reasonable control of the UNIVERSITY.

8. **EXPENSES:** If for any reason other than an **Act of God**, the VENDOR cancels or changes the date of the contracted services called for by this contract, then the VENDOR shall reimburse the UNIVERSITY for its actual out-of-pocket expenses incurred in connection with preparation for said service(s). Such reimbursement must be paid to UNIVERSITY no later than THIRTY (30) DAYS after the scheduled service date.

9. **DELAY OF SERVICE DELIVERY:** In the event that as a result of the actions of the VENDOR or his/her employees or agents, any service of the VENDOR provided for herein is unreasonable delayed, the UNIVERSITY, at its sole option may cancel the contract without further liability and recover from the VENDOR all sums heretofore paid pursuant to this agreement.

10. **NOTIFICATION:** Upon learning that there will be a delay in the start of the scheduled service due to unavoidable transportation delay or other delays, the VENDOR shall promptly notify the UNIVERSITY of the reason for the delay and the expected time of arrival. The VENDOR must be at the service site at least THIRTY (30) minutes prior to the start of the scheduled service.

11. **ALCOHOL, TOBACCO AND DRUGS:** If the VENDOR arrives at the service site under the influence of intoxicating beverages, narcotics, or drugs, the UNIVERSITY may cancel this contract with no liability on the part of the UNIVERSITY and recover from the VENDOR all sums paid pursuant to this agreement. The UNIVERSITY promotes a smoke-free environment.

12. **CONTROL OF PERFORMANCE AND DAMAGES:** The UNIVERSITY shall have the right to direct the VENDOR to discontinue any activity constituting violation of state statute, applicable ordinances or directions of lawful authority. Damages to the premises, equipment or properties of the UNIVERSITY caused by the VENDOR, either intentionally or through negligence, will be paid for by the VENDOR and may be deducted from the contracted fee.

13. **CONTENT:** The UNIVERSITY is a Catholic institution, affiliated with the Sisters of Mercy of the Americas. The UNIVERSITY reserves the right to monitor content of the VENDOR'S performance/service and cancel any performance/service which is inconsistent with the UNIVERSITY'S mission, without liability to the UNIVERSITY. Material that is vulgar, obscene, profane, indecent, or otherwise objectionable is strictly prohibited.

14. **SOUND LEVEL:** Sound levels must be kept at a level acceptable to the UNIVERSITY. This level may be below the normal performance level of the VENDOR. The UNIVERSITY will be reasonable in determining an acceptable level, but the judgment of the UNIVERSITY will prevail. Failure to comply with this sound level provision will result in immediate cancellation of the contract.

15. **LIMITATION OF CONTRACT AND ADDENDUM TERMS:** No oral representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this contract rider. The university rider contains all terms and conditions agreed upon by the parties hereto, and may not be amended other than in writing signed by all parties. All additions and deletions in the contract and/or the rider must be initialed and dated by both parties in order to be valid.

16. **MEDIA RELEASE:** The UNIVERSITY reserves the right to capture and use images, and in some cases recordings, of the VENDOR and the general audience for archival and marketing purposes.

17. **INDEPENDENT CONTRACTOR:** It is specifically agreed that the VENDOR, in fulfilling the terms and conditions of this rider, is acting as independent contractor and not as an agent or employee of the UNIVERSITY. It is further understood that the VENDOR agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to federal and state social security laws, employee compensation and unemployment insurance and contributions, income taxes, public liability insurance requirements.

18. **CONTRACT AUTHORITY:** SAINT XAVIER UNIVERSITY honors only contracts signed by University Vice President Level Administration, or their designee.

19. **DEPOSITS AND METHOD OF PAYMENT:** No deposits or advance payments will be made prior to service date. Compensation shall be a University issued check. Cash payments for service are against UNIVERSITY policy and will not be honored under any circumstances. VENDOR FEIN Number and/or W9 form are required to process payment

20. **CONCESSIONS/MERCHANDIZING:** If the VENDOR wishes to sell any merchandise, including but not limited to: T-shirts, compact discs, etc., the VENDOR must first obtain the permission of the UNIVERSITY. The sale of these items is the sole responsibility of the VENDOR. Payment of state sales tax on the VENDOR portion of the souvenir item income is the responsibility of the VENDOR.

21. **GOVERNING LAW:** The laws of the State of Illinois shall govern this contract, rider and agreement.

22. **ENTIRE AGREEMENT:** Any change, amendment or other modification of this Agreement must be in writing and signed by all parties to this Agreement in order to be effective. In the event of any conflict between the SAINT XAVIER UNIVERSITY Contract Rider and any other contract, rider, or portion of the agreement, then the SAINT XAVIER UNIVERSITY contract rider will govern and control.

23. **UNIVERSITY SIGNATURE:** The representative(s) of SAINT XAVIER UNIVERSITY in signing of this contract warrants that she/he signs as a properly authorized representative and does not assume personal liability for meeting the terms of the contract.

24. **INDEMNITY:** The VENDOR agrees to indemnify, defend, and hold harmless SAINT XAVIER UNIVERSITY, its trustees, officers, employees, and agents from and against any and all claims for loss, cost, injury, or damage to persons or property, including claims of employees or agents of the VENDOR, arising out of or alleged to be due to activities conducted by the VENDOR or its employees, agents or guests on property of SAINT XAVIER UNIVERSITY. VENDOR shall obtain and maintain, and require all its contractors to obtain and maintain, sufficient insurance to protect against any loss or damages which may arise from the VENDOR'S work for the UNIVERSITY including: Worker's Compensation as required by Illinois law; Employers' Liability with a minimum limit of \$1,000,000 each accident; Commercial General Liability (CGL) including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations, and broad form contractual liability, with limits no less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate which can be met by any combination of primary and excess liability policies and naming Saint Xavier University (SXU) as additional insured; Business Automobile Liability covering all owned, hired, or non-owned vehicles with a minimum combined single limit of \$1,000,000 each occurrence, naming SXU as a designated insured. Suppliers insurance shall be primary and noncontributory as to any and all insurance or self-insurance available to SXU, shall specifically cover the indemnity obligations assumed herein and waive any right of subrogation the VENDOR'S insurance would otherwise have. Upon request, VENDOR shall furnish the UNIVERSITY an Acord 25 Certificate of Liability Insurance and may require a copy of the Schedule of Forms and Endorsements from the Suppliers CGL policy. The insurance required in no way limits or restricts VENDOR indemnity obligations as a vendor for Saint Xavier University.

25. **CANCELLATION:** Either party may cancel this agreement by providing written notice of cancellation at least FIFTEEN DAYS (15) from the scheduled date of performance/service.

26. **SUBMITTAL OF UNIVERSITY CONTRACT/RIDER:** The action by the VENDOR of signing this contract/rider constitutes an offer by SAINT XAVIER UNIVERSITY to enter into an agreement with the VENDOR on the terms herein stated, but unless said agreement is signed by the VENDOR and returned to SAINT XAVIER UNIVERSITY on or before the _____ day of _____, 201____, this offer shall be automatically withdrawn without further notice, and the contract shall be completely null and void unless otherwise agreed to, in writing, by both parties.

VENDOR

BUSINESS NAME _____

PRINTED NAME _____

SIGNATURE _____

DATE _____

SAINT XAVIER UNIVERSITY

PRINTED NAME _____

TITLE _____

SIGNATURE _____

DATE _____