

**THE GEORGE WASHINGTON UNIVERSITY
DIVISION FOR STUDENT AFFAIRS
CONTRACTOR AGREEMENT**

The undersigned Contractor and the George Washington University ("GW" or "University"), on behalf of the Student Organization, agree to enter into this agreement ("Agreement") for the Services described below:

"Contractor" Name:

Address:

Contact Person:

Phone:

Email:

Student Organization:

Contact Person:

Phone:

Email:

Description of **"Services"**:

Total Fee Agreed Upon:

Date(s) and Time(s) of Services:

Place of Performance:

Additional Agreement Provisions (if necessary):

Addenda. There are no addenda to this Agreement unless it is noted and initialed below. (Both Contractor and University must initial and date here to acknowledge addenda). If acknowledged by both parties, such addenda are incorporated into this Agreement by this reference.

Title of Addenda:			
GW:	Date:	Contractor:	Date:

Independent Contractor. It is understood that the Contractor is an independent contractor and is not an agent, partner, or an employee of the University. The Contractor shall provide the Services as defined in this Agreement, to the satisfaction of the University. Contractor shall have exclusive control over the means, method, and details of fulfilling the Services. Contractor agrees that Contractor is solely responsible to comply with all laws, whether existing or future, that pertain to, social security laws, worker's compensation insurance, income taxes, state employment insurance taxes or contributions, and public liability insurance.

Indemnification. Each party shall be responsible for any and all costs, damages, claims, liabilities, or judgments that arise as a result of the negligence or intentional wrongdoing of its employees or other agents ("Party"). Any costs, including reasonable attorney's fees, for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing, or failure to perform any obligation undertaken or covenant made in this Agreement shall be paid for, or reimbursed by, the other Party.

Insurance. Contractor shall maintain, unless otherwise specified, comprehensive general liability insurance in the amount of at least \$1,000,000 combined single limit per occurrence/\$2,000,000 aggregate, worker's compensation coverage including employer's liability in the amount of at least \$1,000,000 per accident, in accordance with appropriate federal and state laws; automobile liability insurance with a combined single limit for bodily injury; and property damage of not less than \$1,000,000 per accident throughout the performance of this Agreement. The comprehensive general and automobile liability insurance policies shall include The George Washington University as an additional insured but solely with respect to liability arising from the performance of this agreement.

MARSH CAMPUS CONNEXIONS: If the Contractor does not have General Liability insurance, Contractor may satisfy this requirement by purchasing coverage, at its sole cost and expense, through Marsh Campus Connexions. The Liability coverage provided under Marsh Campus Connexions will be specific to the Contractor's use of GW's facility pursuant to this Agreement. Visit <http://www.marshcampus.com/gwu> to purchase coverage online (select "Products" then "Special Events").

Limitation of Liability. In no event will GW be responsible to Contractor for any amounts in excess of the amount paid by GW to Contractor hereunder.

Nondiscrimination. The Contractor agrees and warrants that in the performance of this Agreement, he/she will not discriminate or permit discrimination against any person or group of persons on the basis of sex, race, creed, age, color, national origin, religion, sexual orientation, gender identity or expression, disability, family responsibilities, matriculation, political affiliation, status as disabled veteran or veteran of the Vietnam era, or on any other basis prohibited by law or regulation.

Compliance. Contractor agrees to comply with all laws, statutes, ordinances, regulations, as well as University rules and regulations, in the performance of the Services.

Use of Name. The name of the University and its registered marks may not be used without the prior written consent of the University in each instance. This prohibition extends to inclusion of the name of the University in client lists or press releases.

University Media. The University may photograph/record the Event for use by the University in University sponsored media and communications and for University archival purposes.

Force Majeure. Neither the University nor the Contractor will be held liable for failure to perform, present, or appear if such failure is caused by or due to an unforeseen cause reasonably beyond such party's control, such as, serious illness, accidents, riots, strikes, epidemics, acts of God, orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder, or other emergency making it illegal; or other circumstance making it impossible. In the event that the Contractor fails to appear, perform, or present for reasons other than those stated above, the Contractor agrees to reimburse the University for any and all actual and reasonable expenses incurred by the University's reliance on the Contractor. All such expenses shall be presented with substantiation to the Contractor not later than thirty (30) days after the contracted date of performance with reimbursement to the University to be sent not later than ten (10) days following receipt of such statement by the Contractor.

Non-Waiver and Severability. The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

Governing Law and Jurisdiction. This Agreement is governed by the laws of the District of Columbia. Controversies arising between the Contractor and the University pertaining to this Agreement shall be resolved in the federal or local courts of the District of Columbia. The parties waive any right they may have to a trial by jury in any action relating to this Agreement. In the event of a conflict between the terms of this Agreement and any other agreement or other document between the parties, the terms of this Agreement will govern. This Agreement represents the entire agreement between the parties. There are no verbal understandings outside the specific terms of this Agreement for which either party is liable.

Authority. The person signing on behalf of Contractor in signing this Agreement warrants that the signatory is a properly authorized representative of the Contractor. The person signing on behalf of the University warrants that he/she signs as a properly authorized representative of the University.

Contractor: _____

The George Washington University:

Colette Coleman
Vice Provost for Student Affairs and
Dean of Students
Division for Student Affairs

Date: _____

Date: _____

Payment to be in the name of:
