



Providence College

STANDARD ENGAGEMENT / VENDOR AGREEMENT

This Standard Engagement / Vendor Agreement (“Agreement”) is made and entered into between Providence College (“College”) and the party identified in Section 1 below (“Payee”). This Agreement sets forth the terms and conditions for an engagement of services rendered by Payee. This Agreement shall be effective as of the last signature date on the following page.

1. Payee Information:

Payee’s Name: _____

Payee Type: Individual Corporation / Entity

Address: _____

Payee Contact Person: _____ Telephone Number: _____

2. Providence College Sponsoring Office / Organization Contact Information:

Contact Name: _____ Telephone Number: _____

Address: _____

3. Terms and Conditions: Description of Service (or attach scope of service using separate page)

Date(s) of Service: _____

If applicable, time of service: Arrival Time: _____ Event Length: _____

Location of Services: _____

Location Set-up Requirements (if any): _____

College is not responsible to provide any equipment not specifically stated in this Agreement. If equipment is rented & goes unused, Payee will be responsible for all rental costs of the equipment.

Fee for Services \$ _____

Reimbursable Expenses (mileage, lodging, etc.)(if any) \$ _____

Additional Cost per Hour \$ _____ (if applicable and requested by Providence College)

Total Cost \$ _____

Payee should submit: i) a completed IRS Form W-9 (www.irs.gov/pub/irs-pdf/fw9.pdf); ii) a Certificate of Insurance if required (see Section 8); and, iii) if a food vendor, a copy of Payee’s food service license.

4. **PAYMENT.** The Total Cost referenced in Section 3 represents the entire financial obligation of College under this Agreement or otherwise for the services provided herein. College will pay the Total Cost promptly following Payee's performance of services or as otherwise agreed upon.
5. **FORCE MAJEURE.** This Agreement is subject to proven detention by sickness, accidents, riots, labor disputes, strikes, epidemics, acts of nature, or other legitimate conditions beyond Payee's or College's control. Neither Payee nor College will be responsible for terms of this Agreement as a result thereof.
6. **INDEPENDENT CONTRACTOR.** Payee is an independent contractor and is not an employee of College. Payee understands and agrees that because Payee is an independent contractor, College will make no deductions from payment hereunder on account of federal, state, or local income tax, Social Security or Medicare Tax, temporary disability insurance, unemployment tax, or the like. Payee is solely responsible for payment of all governmental obligations including, as applicable, workers' compensation coverage, as well as any assessed penalties and interest arising in connection with this Agreement.
7. **INDEMNIFICATION.** Payee shall at all times indemnify and hold harmless College from and against any and all third party claims, damages, liabilities, costs, and expenses, whether in contract or tort, arising out of personal injury, including death, or property damage, sustained in whole or in part as a result of or arising out of any negligent and/or intentional acts or omissions of Payee in the performance of services under this Agreement.
8. **INSURANCE.** UNLESS this a **SPEAKING ENGAGEMENT**, Payee must provide a certificate of insurance in accordance with this section which names College as an additional insured as to liability and property damage in the minimal amount of \$1,000,000.00. For questions regarding if insurance is necessary or coverage options/limits, contact the College's Insurance Office (401) 865-2574.
9. **REPRESENTATIONS / PERMISSIONS.** Payee represents that in providing the services outlined in this Agreement Payee is not infringing on the property right, copyright, patent right, or any right of any third party. Payee grants permission for the use of Payee's image in any photographs, recording (including video and/ or sound), or other media containing Payee's image ("Images") made in connection with the services outlined herein. The Images may be used without restriction for the benefit of College, as a non-profit educational institution, in any and all publications or media, in any form, including on any of the College's web sites or social media sites, without further consideration, and Payee acknowledges College's right to so use the Images at its discretion.
10. **CANCELLATION CLAUSE.** College may cancel this Agreement without penalty upon thirty (30) days written notice to Payee.
11. **GOVERNING LAW.** The provisions of this Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the State of Rhode Island. The parties agree that the exclusive forum for any dispute concerning this Agreement shall be the state courts of Rhode Island and/or the appropriate federal venue in Rhode Island.
12. **NOTICE.** Any notice, request, or other communication required to be given under this Agreement shall be in writing. Except as changed by notice in writing to the other party, notice shall be delivered to the respective party's address provided herein.
13. **ASSIGNMENT.** Payee may not assign its obligation under this Agreement without the prior written consent of College.
14. **RIDER.** This Agreement and any attached rider(s) must be signed by Payee and College to be effective.
15. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire Agreement between the parties, and any prior understanding of any kind preceding shall not be binding except to the extent incorporated in this Agreement. This Agreement may only be altered, changed, or amended by an instrument in writing signed by College and Payee.

AGREED TO AND ACCEPTED BY:

PAYEE

Signature: _____

Print Name: _____

Date: _____

PROVIDENCE COLLEGE

Signature: _____
Department Authorized Signatory

Name: _____

Date: _____