SERVICE AGREEMENT

BY AND BETWEEN

ROWAN UNIVERSITY

AND

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# This Service Agreement hereafter called (“Agreement”) is effective as ***Today’s Date*** , by and between Rowan Universityhaving its main address at201 Mullica Hill, Glassboro, New Jersey, 08028 is hereinafter referred to as (“Rowan”), and having an address at: , each being a “Party”, and together are hereby referred to (“Parties”) to this Agreement.

### WHEREAS, Rowan University provides as a benefit to the Rowan Community a Presidential Lecture series; and

WHEREAS, Lecturer has agreed to present a lecture in the series entitled: ; and

WHEREAS,  represents and warrants that it has the right, power, and authority to enter into this Standard Performance Agreement and that will perform the lecture covered by this contract in a fully professional manner and in accordance with the Lecturer’s reputation; and

WHEREAS, it is further understood and agreed that  in executing this contract is acting as an independent contractor and not as an employee of the University; and

WHEREAS, there exists within the budget of the, , department funds that are available and rightly applicable for this use.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and obligations, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

## **Description of Event**











1. **Payment Schedule and Compensation**
   1. **All cost will not exceed a total of $ **
   2. **The cost break down and/or per task fees are attached and incorporated as Exhibit\* where applicable.**
   3. All fees will be paid to Lecturer upon ***Date.*** .
   4. All fees are to be considered ‘all inclusive’ and to be paid in the form of a University Check.
   5. Rowan University, unless specifically agreeing to below or within an attachment to the contract, does not reimburse or pay for any of the travel or lodging needs of the contractees.
      1. 
      2. 





* 1. Lecturer must be registered as an authorized vendor with the State of New Jersey and MUST present a copy of a **State of New Jersey Business Registration Certificate** in order to be paid.
  2. **\*\*\*NOTE: Rowan University cannot guarantee payment at the time of performance unless a signed, fully executed contract has previously been sent to the University prior to the event. In the event the University receives the fully executed contract subsequent to the event, the University will make every effort to pay the Lecturer in as timely a manner as possible.**

1. **Compliance with Laws**
   1. Lecturer shall observe and comply will all State of New Jersey, local, and federal laws, and the rules of any governing body having jurisdiction over the premises and/or its use, including but not limited to Rowan University, this shall include, but not be limited to, without regard to conflict of law principles, the New Jersey Tort Claims Act, NJSA 59: 1-1 et seq. and the New Jersey Contractual Liability Act, NJSA 59: 13-1 et seq.
      1. **Rowan University in its programs and services adheres to the State’s non-discrimination policy for Affirmative Action and Equal Employment Opportunity. In accordance with that policy, discrimination based upon race, creed, color, national origin, ancestry, age, sex, marital status, familial status, affectional or sexual orientation, atypical heredity cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability will not be tolerated.**
      2. **Sexual harassment, which is a form of unlawful gender discrimination, likewise will not be tolerated. While in performance of this contract, the Lecturer certifies that they do not discriminate on these bases either.**

***\*\*\*\*\*****Rowan University, as an arm of the State of New Jersey, is obligated to respect First Amendment rights of freedom of speech and expression; but the University and the Campus Sponsors ask that Performer’s performance reflect awareness of, and sensitivity to, the diversity and philosophy of the University. More specifically, the Lecturer is asked to refrain from expressing, by language or content, attitudes and ideas that would be hurtful or embarrassing to a reasonable individual with any of the protected traits listed above.*

1. **Insurance Requirements**
   1. Public Liability Insurance: Comprehensive General Liability, (bodily injury, personal injury, and property damage liability) including company’s contingent Completed operations and contractual liability with a minimum:

* $1,000,000 each occurrence
* $1,000,00 personal and advertising injury
* $2,000,000 general aggregate; and
* $1,000,000 products/completed operations aggregate

*\*\* And, if applicable, the following additional types of insurance:*

* 1. Workman’s Compensation and Unemployment Insurance: In adherence with New Jersey State labor laws the Lecturer shall maintain, for the protection of the Lecturer and all the employees of the Performer, workers compensation and unemployment insurance coverages, which coverages shall be in full force and effect during the term of this contract and in such policy limits as usual and customary in the industry and as may be required by the laws of the State of New Jersey.
  2. Comprehensive Automobile Liability Insurance. Covering all owned, hired and Rented vehicles and equipment, with limits of liability of not less than $1,000,000 for injuries to, or death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than $500,000 per occurrence. If applicable.
  3. Worker’s Compensations and Employers Liability in accordance with State of New Jersey requirements, with a minimum limit of:
* $1,000,000 each accident for bodily injury by accident
* $1,000,000 each employee for bodily injury by disease
* $1,000,000 policy limit for bodily injury by disease
  1. Equipment, Pyrotechnics, and Special Lighting: The Lecturer shall insure that all equipment used in its performance shall comply with all applicable OSHA regulations and shall be operated in accordance with those standards. The Lecturer shall insure that all scenic units and decorations are effectively flame proofed and properly certified by an appropriate certificate of flame proofing. A copy of the certificate shall be forwarded to the University upon execution of the contract.

1. The Lecturer shall include a detailed description of the manner in which the pyrotechnics and special lighting effects (such as strobes, ultra violet lights and special sound rigging equipment shall be used during the performance.
2. Failure to give such notice to the use of equipment may result in the University rejecting such use at any time without written notice to the Performer.
3. The Lecturer hereby insures that all operators of pyrotechnic devices and/or lasers are properly licensed by the appropriate New Jersey authority (Lecturer must provide the certificate of safety and operator’s license to use such equipment upon execution of the contract).
4. The Lecturer hereby insures that all such equipment is operated in accordance with the best and safest professional practices, which shall include maintaining a fire watch. Any use of strobe lighting will require proper notice to the audience. Under no circumstances shall the Lecturer use any such equipment in its performance without the express written consent of the University. Such consent shall take the form of a countersigned attachment to the body of the contract. No University personnel shall so sign the attachment without first receiving the above delineated insurance certificates and other mandated documentation.

***\*\*All insurance certificates must name Rowan University as an additional insured on the policy.***

## **Indemnification**

Lecturer shall indemnify, defend and hold harmless Rowan and the State of New Jersey from any claims, damages, or expenses arising out of or connected to the misconduct or negligence of the Performer, in relation to the performance provided for under this Agreement, including, but not limited to, any copyright infringement or other intellectual property claims. Lecturer shall be responsible for any and all damages caused by Performer, and Rowan may, at its sole discretion, deduct the cost of damages from the fee amount.

1. **Terms of Agreement**
2. The term of this Agreement shall be: .
3. The University shall provide reasonable accommodation for the performance, specifically facilities, crew, lighting and sound as identified by the Lecturer prior to the performance- as modified by the University. Unless otherwise agree in a writing that is signed by both parties, all attendant costs for support and services provided by the University shall be borne fully by the Performer. Such costs shall be delineated and attached to the contract prior to performance.
4. Unless otherwise agreed in a writing that is signed by both parties, Lecturer agrees to reimburse the University for any special out-of-pocket services that Lecturer requests and that are furnished by the University to Lecturer in association with this performance; e.g. fax and phone lines; photocopying; and special requests and/or errands performed by University staff. Such costs shall be delineated and attached to the contract prior to performance.
5. Lecturer warrants that, with regard to all copyrighted materials to be performed, Lecturer has been duly licensed or otherwise authorized by the copyright owners or their authorized representatives to perform such materials. Lecturer shall defend, indemnify and hold harmless the University and the State of New Jersey from and against all claims, demands and expenses that the University may incur by reason of any infringements or violations of any copyright or other performance proprietary right arising in any way from Lecturer performance or residency activity.
6. Lecturer shall pay all royalties required to be paid for use or performance of copyright or other material. The University shall have no liability for the payment of any such royalties.
7. If the University is obligated to provide technical support for the performance, or it if the performance requires technical equipment such as scenic units, special lighting effects including strobe lights, special sound or rigging equipment, pyrotechnic or laser devices, a Technical Specification Addendum signed by the Lecturer and University must be incorporated into this contact and attached.
8. Lecturer shall be responsible for, and shall pay for, any and all damages caused by the Lecturer and/or the Performer’s employees, servants or staff. Payment shall be made within fifteen (15) days of receipt of an invoice thereof, and shall be payable to the University in an amount determined by the University in its sole discretion.
9. Rowan shall not provide any alcoholic beverages, nor allow the consumption thereof by the Lecturer and/or the Performer’s staff, employees, or servants, prior to, during, or following the performance. The Performer, his employees, servants, or staff, shall not bring any alcoholic beverages to the University campus for consumption prior to, during, or following the performance and shall not engage in the use or sale of any controlled dangerous substance while on the University Campus. The University, as a recipient of federal funds, operates as a drug-free workplace in accordance with the federal Drug-Free Workplace Act of 1988 and Executive Order No. 204.
10. Neither the University nor the Lecturer shall be held liable for payment if the performance cannot be given due to an Act of God, or acts or regulations of public authorities, labor difficulties, civil tumult, strike or epidemic beyond the control of the University or Performer.
    * + The University shall not be liable for payment of the Performer’s fee if the Lecturer cancels the performance. Should the Lecturer cancel the performance for any reason other than one of the reasons listed above, Lecturer shall reimburse the University for all bona fide out of pocket expenses of the University for the promotion and presentation of the performance if applicable.
      + If the performance has to be cancelled or stopped due to the use of drugs or alcohol or any unlawful act by the Performer, or by their Performer’s employees, servants or staff, the Lecturer shall pay the University all out-of-pocket expenses incurred by the University in connection with the performance. The university, in such situation, shall not be liable for any payment to the Performer.
11. Any requirements of the Lecturer indentified shall be met only to the extent that the University has the equipment or facilities requested by the Performer.
    * 1. All such requirements must be delineated and signed off on by Rowan University and attached to the body of the contract.
12. The rights and duties arising under this contract shall not be assigned or delegated by either party without the other party’s written consent.
13. This contract can’t be modified except in writing and as countersigned by both parties.
14. In the event that any one or more provisions of this contract is declared null and void, or otherwise unenforceable, the remainder of the contract shall survive.
15. Nothing contained herein shall be construed as to constitute the parties hereto as a partnership or joint venture.
16. The University reserves the right to cancel this Agreement with no obligation for payment up until seven (7) days prior to the engagement.
17. Attendance at the performance is limited to the students at Rowan University and their guests. An exception is made for guests of the Performer. However the Lecturer shall not bring more than five (5) guests to the performance. The University and the Campus Sponsor reserve the right to determine where Performer’s guest shall be seated. In addition, Lecturer shall not advertise or promote the performance and shall not encourage members of the public to attend the performance. If the performance is listed by Lecturer on Performer’s web site or in any published itinerary, such listing shall state that the performance “is not open to the public” and “attendance is limited to students of Rowan University and their guests.”
    * 1. Lecturer shall also make a good faith effort to assure that web sites and other publications not controlled by Lecturer shall also include the above statements along with any mention of the Performance.
18. **Termination for Default**

 performance and fulfillment of its obligations under this Service Agreement shall be evaluated by Rowan University. If Rowan in its sole discretion determines that Lecturer has not met its obligations hereunder, Rowan reserves the right to terminate this Agreement or withhold payment for services. In the event that Rowan exercises its right to terminate this Agreement, Rowan shall be without further liability to Lecturer under this Agreement. Lecturer understands and agrees that it is not entitled to any damages whatsoever in the event of termination of this Agreement for cause.

1. **The Service Agreement**

This Service Agreement, and all other documents referred to herein and/or attached hereto, constitute the entire Agreement of the Parties on the subject matter hereof and supersede any and all prior representations, understandings, and agreements between the Parties with respect to such subject matter. The documents referred to herein and attached hereto shall be read together with this agreement to determine the Parties intent. If there is a conflict between and among such documents, this Agreement shall be the final expression of the Parties’ intent. Any Amendment to this agreement must be in writing and signed by both parties or it is void.

Where there is a conflict between attachments, addendum, or other appurtenant documentation to the body of the contract, the body of the contract supersedes all other documentation.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date abovementioned:

ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



#### WITNESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

