



University of Rhode Island
 Memorial Union, 50 Lower College Road, Kingston, RI 02881
 www.mu.uri.edu
 Phone: 401-874-2101
 Fax: 401-874-5317

Contract Checklist

Contracts play the same role for services as Purchase Orders play for merchandise items, **except club officers cannot sign contracts.** Instead, the contract must be signed and approved by Bruce Hamilton. Contracts are used for services provided by experienced vendors such as DJ's, speakers, bands, comedians, other performers, etc. Speak to **Michael Nolfe** in Rm. 210 for advice related to entertainment contracts.

THIS CONTRACT IS DUE TWO (2) WEEKS PROR TO YOUR EVENT SO BE SURE TO START THIS PROCESS AT LEAST FOUR (4) WEEKS IN ADVANCE

- Once the contract is fully executed (i.e., signed by **Bruce Hamilton**) attach it to a payment order with instructions to "Hold Check for pickup" and submit it to the Senate Accounts Office, Memorial Union Room 211, for processing into a check. (Also, upon their first appearance, a completed W-9 form must be submitted if the performer/vendor is an individual and not an agency).
- If the **PERFORMER/VENDOR** issues their own contract it must be reviewed by **Michael Nolfe**.

**University of Rhode Island
 Contract Agreement**

This agreement, made and entered into on _____ (date) between _____ (hereinafter referred to as **PRESENTER**) and _____ (hereinafter referred to as **PERFORMER/VENDOR**).

PRESENTER hereby engages **PERFORMER/VENDOR**, and **PERFORMER/VENDOR** hereby agrees to perform the engagement hereinafter provided, upon all the terms and conditions herein set forth, including those hereof entitled "Additional Terms and Conditions."

1. Place of Engagement: _____
2. Date and Starting Time: _____
3. Total performance time: _____
4. Wage agreed upon: _____

5. Sponsoring Organization: _____
 Address: _____

 Contact Person: _____
 Phone Number: _____

6. University check made payable to: _____
7. Address: _____

8. Social Security/Federal Tax ID #: _____
9. Telephone Number (of **PERFROMER/VENDOR**): _____

ADDITIONAL TERMS AND CONDITIONS

If the **PERFORMER/VENDOR** fails to fulfill the terms of this agreement, she/he/they shall assume all expenses incurred.

Whereas the University of Rhode Island is a state institution and is legally responsible to the State of Rhode Island, the validity, construction, and effect of this contract shall be governed by the laws of the State of Rhode Island.

The representative of the **PRESENTER** in signing this contract warrants that she/he/they signs as a properly authorized representative of the University of Rhode Island and does not assume any personal liability for meeting the terms of this contract.

Neither the **PRESENTER** not the University of Rhode Island will be held responsible for any rules, regulations or policies of any organization mentioned in this contract, which are not specifically stated, in said contract or rider.

The **PRESENTER** is hereby relieved of any liability if she/he/they is unable to meet the responsibilities of this contract because of an Act of God, riots, epidemics, strikes, any act or order of public authority or any other legitimate cause beyond the control of the **PRESENTER**. If such acts or conditions occur, the **PRESENTER** is not liable for any damages which the **PERFORMER/VENDOR**, his/her/their group or representative might suffer.

PERFORMER/VENDOR agrees to indemnify and hold harmless **PRESENTER** and its employees contractors and/or agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the engagement. Such indemnification shall be extended to the University of Rhode Island Board of Governors.

PERFORMER/VENDOR shall also indemnify and harmless **PRESENTER** and its employees, contractors and/or agents from and against any loss, damage, and/or destruction occurring to its and/or its employees', contractors, or agents instruments and equipment at the place of the engagement, including, but not limited to, damage, loss or destruction caused by an Act of God.

Any **PERFORMER/VENDOR** that shall appear on University of Rhode Island property that has the propensity of bodily and/or property damage shall have in force a one million dollar (\$1,000,000) liability policy to cover such.

TECHNICAL REQUIREMENTS _____

SET-UP TIME AND OTHER REQUIREMENTS _____

(Print name of Performer/Vendor and Presenter)

Performer/Vendor: _____ Presenter: _____

(Sign Name of Performer/Vendor and Presenter)

Performer/Vendor: _____ Presenter: _____

Address of Performer/Vendor: _____

Return to: 210 Memorial Union; 50 Lower College Road; Kingston, RI; 02881 Phone:401-874-5280 Fax:401-874-5317

Date: _____ (signed by Performer/Vendor) Date: _____ (signed by Presenter)