



**UNIVERSITY OF RHODE ISLAND STUDENT SENATE, INC.
CONTRACT CHECKLIST**

University of Rhode Island
Memorial Union
50 Lower College Road
Kingston, Rhode Island 02881
web.uri.edu/memorialunion
T: 401.874.2726
F: 401.874.5317

Contracts are used to procure services, just as purchase orders are used to secure merchandise. However, student organization officers **CANNOT & SHOULD NOT** sign contracts. Instead, all contracts must be approved and signed by the Director of the Memorial Union, or designee. Contracts are used to pay for services from approved vendors including DJ's, speakers, bands, comedians, other performers, etc. A meeting with the Office of Student Involvement in the Memorial Union, Room 210 is required for the approval of all entertainment contracts.

THIS CONTRACT IS DUE MINIMALLY THREE (3) WEEKS PRIOR TO YOUR EVENT. START THIS PROCESS AT LEAST FOUR (4) WEEKS PRIOR AS MID AND LARGE-SCALE EVENTS (100+) REQUIRE ADDITIONAL REVIEW TIME & POTENTIAL ADDED COSTS (SAFETY, PRODUCTION, ETC.)

- Once the contract is fully executed (i.e., signed by the MU Director, or designee) attach it to a Payment Order with instructions to "Mail" or "Hold" and submit it to the Senate Accounts Office, Memorial Union Room 211, for processing of a check. Checks are mailed after the approved event. Held checks are picked up for hand delivery at the closure of an event. (NOTE: Upon 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 still be signed by the Director, or designee.

This agreement, made and entered into on (DATE) _____ between (SENATE ORGANIZATION NAME) _____ (hereinafter referred to as PRESENTER) and (VENDOR) _____ (hereinafter referred to as PERFORMER/VENDOR).

Services being provided: _____ (TYPE: DJ, HOST, MUSICIAN, SPEAKER, ETC). 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" and any additional required contracts/riders designated by the URI Student Senate, Inc. or the University of Rhode Island.

Event/Program Information:

1. Name of Event/Program: _____
2. Place of Engagement: _____
3. Type of Engagement: _____
4. Estimated Attendance: _____
5. Date: _____
6. Starting Time: _____ AM PM
7. Total Performance Time: _____
8. Wage agreed upon: \$ _____
9. Taken from Budget Category: # _____ \$ _____ # _____ \$ _____ # _____ \$ _____

Financial Information:

11. Senate check made payable to: _____ (PRINT)
12. Address of Performer/Vendor (Street, City, State, Zip): _____
13. Social Security/Federal Tax ID #: _____
14. Phone Number for Performer/Vendor: _____

Student Organization Information:

Sponsoring Student Organization: _____
Event Contact Person Name: _____ Event Contact Person Cell Number: _____
Advisor Name: _____ Advisor Cell Number: _____ Advisor Email: _____

*Advisor presence is required at designated events.

Check List

- ☐ Contract Submitted to OSI/ Event Advising Team
 - Space Confirmed
 - Submitted to URInvolved
 Date: _____
Initials: _____
- ☐ Funds Available per Student Senate Accounting:

Date: _____
Initials: _____
- ☐ Additional Event Support Needed:
 - Fire
 - Police
 - Security
 - Staffing
- ☐ Contract Signed:

Date: _____
Initials: _____

- 10.
- Federal W9:
 - Submitted with Contract
 - On File
 - Business License:
 - Submitted with Contract
 - On File
 - Certificate of Insurance (COI):
 - Submitted with Contract
 - On File
 - Verified by: _____

ADDITIONAL TERMS AND CONDITIONS:

PERFORMER/VENDOR shall indemnify, defend, and hold harmless PRESENTER, the University of Rhode Island, the URI Board of Trustees, and their respective officers, employees, contractors, and agents (collectively, the "Indemnified Parties") from and against any and all third-party claims, demands, actions, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from: (a) any negligent or wrongful act or omission of PERFORMER/VENDOR or its employees, agents, contractors, or invitees in connection with this engagement; (b) any breach of this Agreement by PERFORMER/VENDOR; or (c) any claim that materials, performances, or content provided by PERFORMER/VENDOR infringe or violate the intellectual property, publicity, or other rights of any third party. This indemnification obligation shall not extend to claims arising from the sole negligence or willful misconduct of the Indemnified Parties, and is independent of, and not limited by, the insurance required under this Agreement.

PRESENTER shall provide PERFORMER/VENDOR with prompt written notice of any claim subject to this indemnification. PERFORMER/VENDOR shall have the right to participate in the defense of any such claim with counsel reasonably acceptable to PRESENTER; PRESENTER shall not settle any such claim in a manner that admits fault on the part of PERFORMER/VENDOR without PERFORMER/VENDOR's prior written consent, not to be unreasonably withheld.

Nothing in this Agreement obligates PRESENTER, the University of Rhode Island, or the State of Rhode Island to indemnify, defend, or hold harmless PERFORMER/VENDOR, and nothing herein shall be construed as a waiver of the sovereign immunity of the State of Rhode Island or of any limitation on liability available to PRESENTER under the Rhode Island Tort Claims Act, R.I. Gen. Laws § 9-31-1 et seq.

Equipment and Property. As between the parties, PERFORMER/VENDOR assumes all risk of loss, damage, or destruction to its own, and its employees', contractors', and agents', instruments and equipment while at the venue, including loss, damage, or destruction caused by an Act of God, and releases PRESENTER and the Indemnified Parties from any claim arising therefrom, except to the extent caused by the gross negligence or willful misconduct of PRESENTER or its employees or agents.

Neither PRESENTER nor PERFORMER/VENDOR shall be liable for, and neither shall be deemed in breach of this Agreement on account of, any failure or delay in performance caused by circumstances beyond that party's reasonable control, including but not limited to: acts of God; fire, flood, or other natural disaster; epidemic, pandemic, or other public health emergency; war, terrorism, or armed conflict; riot, civil unrest, protest, or boycott; strike or labor dispute; court order or other action of a governmental or public authority; or damage to, or unavailability of, the venue or facility that renders it unfit or unsafe for the engagement (each, a "Force Majeure Event"). Neither party shall be liable to the other, nor to the other's officers, employees, contractors, or agents, for any damages, costs, or losses arising from a Force Majeure Event.

PERFORMER/VENDOR shall obtain and maintain, at its own expense, throughout the term of this Agreement and for the duration of the engagement, insurance issued by an insurer authorized to do business in the State of Rhode Island with an A.M. Best rating of A- or better, consisting of:

- a. Commercial General Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering bodily injury, property damage, and personal and advertising injury arising out of the engagement
- b. Workers' Compensation insurance as required under the laws of the State of Rhode Island, and Employer's Liability insurance covering PERFORMER/VENDOR's employees, contractors, and crew; and
- c. if PERFORMER/VENDOR or its agents will operate a motor vehicle on University property in connection with the engagement, Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000.

PERFORMANCE/ENTERTAINMENT & PRODUCTION REQUESTS:

All requirements for the Artists' performance, including any sound, lighting, and staging requirements, must be noted here or on an attached rider for approval. URI Student Senate reserves the right to change venues or deny requests based on the type of event and required safety, attendance and production needs. No additional requests will be granted after the completion of this contract and available services will not be guaranteed on site.

Are there any production needs for this event? ☐ YES ☐ NO

All arrival, set-up, performance times, clean up and departure time requests must be noted below or on an attached program summary.

Are event details included? ☐ YES ☐ NO

Performer/Vendor: _____ (Print Name)

Presenter: **Melissa Boyd for URI Student Senate, Inc.**

Performer/Vendor: _____ (Signature)

Presenter: _____ (Signature)

Date: _____

Date: _____

Only written or Adobe digital signature accepted

Return To: Memorial Union, Room 210, 50 Lower College Road, Kingston, RI 02881

T:401.874.2726 F:401.874.5317