



### 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 Director of the Memorial Union, or designee. Contracts are used for services provided by experienced vendors such as DJ's, speakers, bands, comedians, other performers, etc. Speak to **Michael Nolfe** in Memorial Union, Room 210 for advice related to entertainment contracts.

**THIS CONTRACT IS DUE TWO (2) WEEKS PRIOR 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 Director, or designee**) 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 still be signed by the Director, or designee.

### UNIVERSITY OF RHODE ISLAND STUDENT SENATE, INC. CONTRACT AGREEMENT

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

Check List	
<input type="checkbox"/>	Meeting with SEA Office: <input type="radio"/> Program reviewed <input type="radio"/> Space confirmed <input type="radio"/> Promotion approved ___/___/___ date _____ initials
<input type="checkbox"/>	Contract Submitted to SEA Office ___/___/___ date _____ initials
<input type="checkbox"/>	Funds Available per Student Senate Accounting: ___/___/___ date _____ initials
<input type="checkbox"/>	Contract Signed: ___/___/___ date _____ initials

**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."

*Event/Program Information:*

- Name of Event/Program: \_\_\_\_\_
- Place of Engagement: \_\_\_\_\_
- Type of Engagement: \_\_\_\_\_
- Date: \_\_\_\_\_
- Starting Time: \_\_\_\_\_ am / pm
- Total Performance Time: \_\_\_\_\_
- Wage agreed upon: \$ \_\_\_\_\_
- Taken from Budget Category:  # \_\_\_\_\_ \$ \_\_\_\_\_  # \_\_\_\_\_ \$ \_\_\_\_\_  # \_\_\_\_\_ \$ \_\_\_\_\_
- Federal W9:  Submitted with Contract  On file  Verified by \_\_\_\_\_ initials

*Student Organization Information:*

- Sponsoring Organization: \_\_\_\_\_
    - Contact Person: \_\_\_\_\_
    - Phone Number: \_\_\_\_\_
    - Affirmation of Consent: \_\_\_\_\_
- Signature of President \_\_\_\_\_ Signature of Treasurer \_\_\_\_\_

*Financial Information:*

- Student Senate check made payable to: \_\_\_\_\_
- Address of Performer/Vendor: \_\_\_\_\_  
 (Street \_\_\_\_\_ City, State Zip \_\_\_\_\_)
- Social Security/Federal Tax ID #: \_\_\_\_\_
- Telephone for Performer/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** nor 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 hold 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. **FORCE MAJEURE**. In the event either party is unable to perform its duties under this Agreement because of a war, riot, strike, labor dispute, protest, boycott, terrorism, court order, governmental action, act of nature, national emergency, or facility issue that renders the assigned facility unfit for use, such failure shall not be deemed a breach of this Agreement.

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** (*list requirements for Artists’ performance. This includes sound, lighting, and staging requirements*)

**SET-UP TIME AND OTHER REQUIREMENTS** (*this includes when student organizers will arrive; when performer will arrive*)

**Performer/Vendor:** \_\_\_\_\_  
(Print Name)

**Presenter:** Carl Stiles for URI Student Senate, Inc.

**Performer/Vendor:** \_\_\_\_\_  
(Signature)

**Presenter:** \_\_\_\_\_  
(Signature)

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address of Performer/Vendor:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Return To:** Memorial Union, Room 210, 50 Lower College Road, Kingston, RI 02881  
T: 401.874.2726 F: 401.874.5317

**Update:** 10/27/2017; 12/08/2017; 03/03/2020