



**THESE STANDARD TERMS AND CONDITIONS APPLY TO THE AGREEMENT**

- between Westmont College<sup>A</sup> ("we/us/our")
- and the person or company<sup>B</sup> providing the work<sup>C</sup> ("you/your")
- under the direction of our Designee<sup>D</sup>
- as described in the attached document/s<sup>E</sup>
- and according to the meanings clarified on Page 2.

1. **INDEPENDENT STATUS.** You are a properly credentialed<sup>F</sup> service provider<sup>G</sup> (independent contractor, consultant, vendor, supplier or the like) and not our officer or employee.<sup>H</sup>

2. **BILLING, PAYMENT & TAXES.** When you have satisfactorily completed the work<sup>I</sup>, you will send our Designee an invoice that we will pay within 30 days of receipt. The only tax you may bill us for is applicable sales tax, and you will pay all other required taxes.<sup>J</sup>

3. **DOCUMENTS, PRODUCTS & RECORDS.** If you produce any tangible item/s as part of the work, it will be ours.<sup>K</sup> You will keep—for four years, and reasonably available for our audit—such business records as are typically kept by a prudent practitioner of your profession.<sup>L</sup>

4. **INVOLVEMENT OF OTHERS.** This is not an exclusive agreement.<sup>M</sup> You will not assign this Agreement to anyone else without our advance written consent.<sup>N</sup> You will not share with others any non-public information of which you may become aware.

5. **MUTUAL PROTECTION.** You will protect<sup>O</sup> us from any negative outcomes of your actions, and we will protect<sup>O</sup> you from any negative outcomes of our actions. You agree to have in effect thruout the term of the Agreement the Workers Compensation, General Liability, and Auto Liability insurance specified in footnote <sup>P</sup>, plus any Professional Liability or other insurance specified in the attachments. You will provide our Risk Manager with a copy of your Certificate/s of Insurance prior to starting your work,<sup>Q</sup> and you will promptly notify our Risk Manager after you become aware of anything relating to this Agreement that could lead to a claim against you or us.<sup>R</sup>

6. **COLLEGE POLICIES AND NORMS.** Westmont is committed to providing an environment conducive to learning and work, and free of unnecessary distraction and unlawful discrimination or harassment. On our property, or at any college community gathering where you perform services for us, you<sup>B</sup> will not: a) use tobacco; b) consume alcohol or illegal drugs; c) use objectionable language; d) use amplified sound with either volume or content deemed distracting or inappropriate by any member of the College community; or e) harass any member of the College community (including all forms and degrees of sexual harassment or misconduct; our Harassment Policy, found at [http://www.westmont.edu/\\_faculty\\_staff/on\\_campus/2011PolicyonHarassment.pdf](http://www.westmont.edu/_faculty_staff/on_campus/2011PolicyonHarassment.pdf), is deemed a part of this document). Dogs are not permitted on campus. Parking must be in designated areas only.

7. **TERMINATION.** *For Convenience:* Either you or we may, for any reason, prior to the expiration date of this Agreement, terminate it effective thirty (30) calendar days after notice to the other. *For Cause:* Either you or we may, upon a material breach of the Agreement by the other, terminate it effective upon notice.<sup>R</sup>

8. **LAW & NOTICE.** This Agreement is governed by the laws of the State of California. Any litigation regarding this Agreement must be filed in the County of Santa Barbara.<sup>S</sup> Any required notice to one another will be made by email (or if necessary by first-class US Mail).<sup>T</sup>

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WESTMONT COLLEGE – OFFICE OF PROCUREMENT  
955 LA PAZ RD – SANTA BARBARA CA 93108  
805-565-6849 – PROCUREMENT@WESTMONT.EDU

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**CLARIFICATIONS:** These footnotes are simply to clarify meanings of the things stated as plainly as possible on Page 1.

**A** Westmont College is a non-profit educational institution.

**B** This includes your agents, employees or sub-contractors. You are authorized to do business within the state of California.

**C** The products and/or services which are the subject of this Agreement.<sup>E</sup>

**D** This Westmont employee is our main contact person regarding your work for us.

**E** These standard terms and all attachments constitute the Agreement. The attachments describe the products to be purchased and/or the services to be performed, and they say what we will pay for that. This information may be found in a proposal, estimate, quote, correspondence, amendment and any other mutually accepted document, before or after the date of the Agreement. The Agreement may be amended with the express consent of both you and us, which consent will be documented whenever either you or us consider it beneficial to do so. **Precedence:** If there is a conflict between these standard terms and the attachments, these standard terms shall prevail unless the attachment makes an alteration with explicit reference to these standard terms **and** the attachment is signed, or initialed at that point of reference, by staff in our Office of Procurement. On issues with no conflicting language these terms will control.

**F** By accepting this Agreement you warrant that you are authorized by law to perform all of the work, and you agree to submit, upon request, verification of licensure, registration or other applicable evidence of official sanction, and/or evidence of a clear criminal history.

**G** You will therefore provide all tools, protective devices and other materials required to ensure your own safety and ours.

**H** You will not be entitled to any of the benefits of a College officer or employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, unemployment insurance, retirement, workers compensation or protection of tenure. You do not have authority to represent or bind the college in negotiation or contract.

**I** Payment is subject to satisfactory performance as determined by the Designee. You will be entitled to reimbursement for only those expenses specifically identified in the Agreement.

**J** If a taxing authority requires us to pay any tax that should be yours to pay, you will promptly reimburse all of it to us, including any penalty or interest assessed.

**K** "Tangible Item(s)" includes any documents or products. Unless otherwise specified in the attachments, 1) you must provide them to us upon request, 2) you may not release them to others, and 3) you agree that we will hold any copyright or patent pertaining to them.

**L** All accounting records must be kept in accordance with generally accepted accounting practices.

**M** Unless the attachments specify otherwise, we may enter into contracts with others for similar work. You must disclose to the Designee any other agreements under which you are providing work for the College.

**N** This applies to all of your rights and obligations under this Agreement. Any attempt to assign or transfer without our consent will be void and without effect, and will constitute grounds for termination.

**O** "Protect" includes the duty to defend, indemnify, and hold harmless, according to the customary legal meanings of these terms. It also includes waiver of subrogation. Insurance may fund this duty, which is not limited by deductibles, exclusions or other insurance factors. Neither party is obligated for factors beyond your/our control (commonly called force majeure).

**P** Your insurance is primary (any college coverage is excess and not contributory), and all carriers must be letter-rated in the top third by AM Best, S&P, and/or Moody's. You must: a) provide policy copy on request; and b) notify us in advance of any amendment applicable to this Agreement, cancellation of your policy, and/or any impairment or exhaustion of your policy limits.

**Workers Compensation:** Statutory coverage.

**General Liability:** Not less than **\$2,000,000 per occurrence** combined single limit. It must: 1) include personal injury liability coverage; 2) afford coverage for all your premises and operations; 3) not exclude sexual molestation; and 4) not exclude contractual liability coverage for this Agreement.

**Automobile Liability:** Not less than **\$100,000/\$300,000**. It must cover all owned, non-owned and hired motor vehicles operated on your behalf for purposes of fulfilling the Agreement. (Copy of rental receipt showing purchase of conforming coverage at counter will suffice.)

**Professional Liability:** Required **only if specified** in the attachment; not less than **\$1,000,000** per claim.

**Q** The Certificate/s of Insurance must: 1) **conform to this agreement**; 2) **show Westmont College named as Additional Insured by endorsement** on general liability policies, and others as specified in the Agreement; 3) **be endorsed with ISO form "CG 20 10 11 85"** or equivalent language covering your "work" (coverage for "ongoing operations" is not acceptable); and 4) **be sent to our Risk Manager** showing endorsement (email: risk@westmont.edu). As Additional Insured we're not obliged to pay your premiums. Our receipt and filing of your Certificate/s does not constitute a determination of conformity with, or a release from, these requirements.

**R** Unless otherwise directed in the notice of termination, all work under the Agreement must be immediately halted, and you must deliver to us all documents specified in paragraph 3 of these terms. **Payment upon termination:** We will pay you for services evident to, and performed to the satisfaction of, the Designee prior to notice of termination. However, in no event will we pay you any amount that exceeds the stated value of the Agreement, nor for profit on unperformed portions of service. You must furnish to us, if requested, such information as we determine necessary to assess the reasonable value of any services for which you seek payment.

**S** This applies if the action is in state court. If it is in the federal court, it must be filed in the district court nearest to Santa Barbara County.

**T** Any notice *from you* must be sent by email to risk@westmont.edu and to the Designee's email address. Any notice *from us* must be sent to your email address last known to us. Notice is effective when expressly acknowledged by recipient in a manuscript (non-automated) reply, which acknowledgment shall not be willfully delayed. If receipt is not acknowledged, notices *from either us or you* may also be sent by first-class US Mail to our and your respective last known US Mail address.