



STANDARD TERMS FOR EVENT ENGAGEMENTS

THESE STANDARD TERMS APPLY TO THE AGREEMENT

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

1. **STATUS AS CONTRACTOR.** You are a properly licensed^F independent contractor^G and not our employee.^H

2. **BILLING, PAYMENT & TAXES.** You will be paid according to terms which may be spelled out in the attachment/s. If no other terms are specified, you will be paid within 30 days after the [latest] event. The only tax you may bill us for is applicable sales tax, and you will pay all other required taxes.^I

3. **INVOLVEMENT OF OTHERS.** This is not an exclusive agreement.^J You will not assign this Agreement to anyone else without our advance written consent.^K

4. **MUTUAL PROTECTION.** You will protect^L us from any negative outcomes of your actions, and we will protect you from any negative outcomes of our actions. You agree to have in effect thruout the term of the Agreement either your own General Liability insurance or else special event insurance, as specified in footnote ^M. You will ensure that our Risk Manager has received a copy of the appropriate Certificate/s of Insurance prior to commencement of the event,^N and you will promptly notify our Risk Manager after you become aware of anything relating to this Agreement which could lead to a claim against you or us.^R

5. **COLLEGE POLICIES AND NORMS.** Westmont is committed to providing an environment conducive to learning and work, and free of unnecessary distraction and unlawful harassment. On our property you^B 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; our Harassment Policy, found at www.westmont.edu/risk/docs/HrsmtPlyc.html, is deemed a part of this document). Dogs are not permitted on campus. Parking must be in designated areas only.

6. **TERMINATION.** Unless otherwise specified in the attachment/s, the following will apply: **For Convenience:** Either you or we may, for any reason, prior to the expiration date of this Agreement, terminate it effective thirty (30) 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.^O

7. **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.^P Any required notice to one another will be by fax and/or email, in whatever manner seems to the sender most likely to achieve actual notice, followed by first-class US Mail.^Q

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

CLARIFICATIONS: The purpose of these footnotes is 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, sub-contractors or invitees.

^C The performance, presentation and/or other activities or services which are the subject of this Agreement.^E

^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 your role in the engagement, and they say what we will pay for that. This information may be found in a proposal, estimate, quote, correspondence, amendment and/or 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 our Director of Procurement.

^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 or registration, or other applicable evidence of official sanction.

^G You will therefore provide all tools, protective devices and other materials required to ensure your own safety and ours, including all participants and/or guests at the event/s, with respect to equipment or other tangibles you supply.

^H Therefore you will not be entitled to any of the benefits of a College employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, unemployment insurance, retirement, workers compensation or protection of tenure.

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

^J 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.

^K 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.

^L "Protect" includes the duty to defend, indemnify, and hold harmless, according to the customary contractual 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.

^M You may supply evidence of your own insurance, in which case your carrier must be letter-rated in the top third by AM Best, S&P, and/or Moody's. Alternatively, a Tenant/User Liability Insurance Policy (TULIP) available thru Westmont's Campus Scheduling office (805/565-6045) must be purchased to cover the specified event/s.

LIMITS IN EITHER CASE: Not less than **\$1,000,000 per occurrence**, combined single limit. A general liability policy must: 1) include personal injury liability coverage; 2) afford coverage for all your premises and operations; and 3) include contractual liability coverage for this Agreement.

^N The conforming Certificate/s of Insurance should be faxed to 805/565-6214 or emailed (in pdf format) to risk@westmont.edu (Attn: Risk Manager), and must show **Westmont College named as Additional Insured**. A General Liability policy must be **endorsed with ISO form "CG 20 10 11 85"** or with equivalent language covering your "work" (coverage for "ongoing operations" is not acceptable).

^O Unless otherwise directed in the notice of termination, all work under the Agreement must be immediately halted. **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.

^P 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. You and we agree to resolve disputes first in mediation, then in arbitration, and only in litigation as a last resort.

^Q Any notice *from you* must be sent to our Risk Manager (fax: 805/565-6214; email: risk@westmont.edu) and, if their fax number and/or email are provided you, to the Designee. Any notice *from us* must be sent to your fax number or email last known to us. Notice is effective at the time of a documented transmission confirmation, or at the beginning of the first business-day hour following if no services are intended to be performed outside of conventional business hours. 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 addresses.