

Business and Finance Division

SAINT LOUIS UNIVERSITY

SAINT LOUIS UNIVERSITY PROFESSIONAL ENTERTAINER / SPEAKER AGREEMENT

This Agreement, ("Agreement"), is made and entered into this _____ day of _____, 20____ by and between Saint Louis University, ("the University"), a Missouri nonprofit corporation, whose principal address is 221 North Grand Avenue, St. Louis, MO 63103 and _____ ("Provider") an Independent Contractor and [] Sole Proprietorship [] Partnership [] Professional Corporation [] Corporation [] LLC Sole Proprietor [] LLC Partnership [] LLC Corporation [] Other _____ of the state of _____, whose principal address, phone and facsimile is:

In consideration of the covenants and conditions contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services To Be Performed. Provider shall perform the services and provide all materials, tools and supplies applicable to the provision of such services (collectively, "the Services") which are more particularly described in Exhibit A, attached hereto and incorporated herein.

2. Terms of Payment. Following completion of the Services and compliance with all terms and conditions contained herein, the University shall pay to Provider the sum of \$ _____ or if left blank, as more fully set forth in Exhibit A, attached hereto and incorporated herein. All taxes and insurance (including worker's compensation insurance, if applicable) of any kind whatsoever are the sole responsibility of Provider. Should any breach of this contract by Provider whatsoever occur, no payment shall be due or owed by the University, and the Provider shall be liable for any and all damages suffered and / or incurred by the University for such breach of contract. If applicable, Provider shall utilize the University's tax exempt status to purchase any goods or materials to be used solely in connection with Provider's provision of Services herein. Time is of the essence in performance under this Agreement. Provider agrees to provide University with a completed standard IRS form W-9 prior to receiving payment from University. Provider is not obligated to provide additional W-9's to University once an original is on file unless Provider's legal reporting status has changed.

3. Termination. This Agreement [] may be terminated [] may not be terminated (if neither is indicated, "may be terminated" shall apply) without cause by the University upon ten business days written notice to Provider. In the event of a default, this Agreement may be terminated by the non-defaulting party if the other party shall default in the performance of any material obligation under this Agreement and such default shall not have been cured within fifteen (15) days after written notice to cure such default.

4. Indemnification and Insurance. Provider shall release, indemnify, and hold the University, its trustees, officers, employees, students and agents harmless from any and all actual or threatened liabilities, claims, suits, actions, damages, settlements and expenses incurred by or claimed against the University, including reasonable attorney's fees, arising out of Provider's breach of this Agreement, injuries to persons or damages to property in connection with Provider's provision of the Services, Provider's activities and use of the University's facilities or equipment, whether from an occurrence at the property of the University itself, during such use, before or after such use, going to and from such use in or about available parking areas, or otherwise, and NOTWITHSTANDING ANY NEGLIGENCE THAT MIGHT BE ALLEGED AGAINST, OR ATTRIBUTED TO THE UNIVERSITY OR ANY PERSON INDEMNIFIED HEREUNDER. Provider further agrees to pay any court costs or attorney's fees incurred or paid by the University to enforce any obligation imposed under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL THE UNIVERSITY'S LIABILITY FOR ANY DAMAGES WHATSOEVER EXCEED THE VALUE OF THE SERVICES SPECIFIED IN THIS AGREEMENT.

[] When checked and or when the total value of the Services as set forth in Section 2 above exceeds \$10,000, Provider shall maintain comprehensive liability insurance, through a reputable carrier with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. Provider will name the University as an additional insured and provide the University with satisfactory proof of insurance prior to providing Services. Provider shall immediately notify the University in writing of any lapse, cancellation or modification of the insurance coverage required herein. The terms and conditions of this Section shall survive expiration, termination and /or cancellation of this Agreement.

1. Day
2. Month
3. Year
4. Provider of Service(s)
5. Address of Provider
6. Amount to be Paid

General Terms and Conditions

Laws and Regulations. Provider agrees to abide by all policies, rules, and regulations promulgated by the University and all laws, ordinances, rules, orders and regulations of federal, state and municipal governments (including without limitation those laws pertaining to Provider maintaining its status as an independent contractor) which are applicable in any way to the provision of the Services by Provider and / or the use of University property. Provider acknowledges it has received, read and understands the University's rules and regulations and any violation thereof shall constitute a material breach of this Agreement. Any Provider travel associated with the Services shall be in accordance with University travel policies. All hotel accommodations shall be at the University's Water Tower Inn.

Control. Provider retains the sole and exclusive right to control or direct the manner or means by which the Services described herein are to be performed. The University retains only the right to control the ends to insure its conformity with the terms and conditions specified herein. This Agreement does not create any agency, employment, joint employer, joint venture or partnership between Provider and the University. Neither party will have the right, power or authority to act for the other in any manner whatsoever.

Governing Law. This Agreement shall be governed by the laws of the State of Missouri. The parties hereby irrevocably consent to the jurisdiction of any Missouri State or United States court, located in St. Louis, Missouri, for purposes of enforcement of this Agreement. This provision shall survive if this Agreement is adjudged void or should be canceled, annulled or terminated.

Force Majeure. If either party is unable, by force majeure, to perform its obligations under this Agreement, that party shall be excused from the inception of any such inability. The term "force majeure," shall mean any act, event, cause or occurrence rendering a party unable to perform its obligations, which act is not within the reasonable control of such party. In no event shall either party be liable to the other for incidental, consequential or any other damages resulting from an act of force majeure.

University's Mission. Saint Louis University is a Jesuit, Catholic institution, and as such, the Provider, in the conduct of services contracted for this Agreement, shall not take any action or make any speech that is inconsistent with or otherwise contradictory to the mission, beliefs, or ideals of the Catholic Church, the Jesuit Order, or Saint Louis University.

Audit. When the total value of the Services exceeds \$10,000, Provider shall retain full, accurate and complete accounts and records in connection with the Services for a

period of two (2) years, which may be copied and /or audited by the University or the University's representative at any time during regular business hours upon twenty-four hour's notice to Provider.

Assignment. This Agreement may not be assigned by Provider without the written consent of University. Any use of agents, sub-agents, subcontractors and the like by Provider must be approved in advance, in writing, by the University.

Amendments. This Agreement may not be amended by either party, except by a written amendment executed by a duly authorized representative of each party.

Drafted By Counsel To The University. This document was drafted by counsel to the University and shall not be interpreted in any manner to provide representation or counsel to Provider. Both parties acknowledge and represent that this Agreement is a result of an arm's length negotiation and any ambiguity that may arise now or in the future shall not be construed against the drafter in favor of Provider.

Notices. Any notices pursuant to this agreement shall be sent by U.S. first class mail to the addresses set forth above, or to such other addresses as either party may designate to the other in writing. Delivery of any notice will be deemed to be effective five days after mailing, or on the date delivered if personal delivery.

Severability / Waiver. Should any provision in this Agreement be adjudicated void or illegal, all other provisions shall continue in full force and effect and remain binding upon the parties. Failure by either party to enforce one or more of the provisions contained herein shall not be deemed or construed to constitute a waiver of default or waiver of any other violation or breach of any of the terms contained herein.

Affirmative Action. The University is an equal opportunity/affirmative action employer. As a part of its affirmative action policies and obligations, the University is subject to and will comply with the provisions governing federal contractors as set forth in 41 C.F.R. § 60-1.4(a), 41 C.F.R. § 60-250.5(a); 41 C.F.R. § 60-300.5(a); and 41 C.F.R. § 60-741.5(a), and these regulations are hereby incorporated into this Agreement by this reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color religion, sex or national origin. Moreover these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Integration. This Agreement supersedes any and all other and past agreements, either oral or written, and contains the entire agreement of the parties.

Conflicts. In the event a conflict arises between the terms and conditions set forth in the main body of this Agreement and Exhibit A, attached hereto or any other attachment, the terms set forth in the main body of this Agreement shall control over Exhibit A and Exhibit A shall control over any other attachment hereto.

Saint Louis University:

By:

Printed Name:

Title:

Date:

**DO NOT
SIGN**

Provider:

By:

Printed Name:

Title:

FID / SSN:

1. Signature of Provider
2. Printed Name of Provider
3. Tax ID or Social Security Number of Provider

Exhibit A

Detailed Description of Services to be Performed:



Date and Time of Performance:



Date and Time of Completion:



Other Terms and Conditions:

[] Additional Pages Related To Services Are Attached.

[] Standard University Additional Terms Addendum Attached.

IF SERVICES INVOLVE WORK ON ANY UNIVERSITY PROPERTY: Provider represents and warrants that it will maintain the Property of the University free and clear of all mechanics' and materialmen's liens. Provider agrees that, in case any liens should hereafter be filed against the University's property which are related to this Agreement in any way whatsoever, then such liens so filed shall be released of record by Provider within ten (10) days of Provider's notice of the same, or, in the event Provider contests such lien(s), Provider shall post a bond sufficient to stay enforcement of the liens.

TO BE COMPLETED BY PROVIDER	
University Provider Name: _____	Phone: _____
University Department: _____	Dept: _____

DO NOT SIGN

00024371-1

1. Description of Services that will be provided
2. Date and Time of services provided
3. Date and Time of services should be completed

Business and Finance Division

SAINT LOUIS UNIVERSITY

ADDENDUM TO: SAINT LOUIS UNIVERSITY STANDARD SERVICES AGREEMENT

This Addendum, when attached to the Saint Louis University Standard Services Agreement, shall incorporate into the Standard Services Agreement, the additional terms and conditions as indicated below. In order for any additional term or condition below to apply, all parties to the Standard Services Agreement shall have initialed below where appropriate.

Standard Services Agreement Date: _____
Parties: Saint Louis University and _____


Confidentiality. Both parties and any other person signing on behalf of both parties, including their agents, employees, and servants, hereby agree not to directly or indirectly, disclose to any third party the terms of this Agreement, except as may be required by law. Notwithstanding the foregoing, the terms of this Agreement may be disclosed by either party, upon notice to the other, of a purchaser or bona fide potential purchaser of either party.

Confidential Information. Provider acknowledges that, due to the scope of work and nature of services required under this Agreement, Provider, its employees, agents and/or representatives will/may have access to or receive confidential information of the University that may include, but is not limited to, non-public personally identifiable information and/or any other non-public information related to University students, faculty and staff, regardless of whether or not such information is marked by the University as confidential (the "Confidential Information"). Provider hereby represents and warrants to the University, that all Confidential Information accessed or received as a result of this Agreement shall not be used or disclosed to any third party without the University's express written consent, other than as necessary for the performance of the Provider's duties hereunder, except as required by law. Provider shall, when using Confidential Information, or when requesting Confidential Information from any individual or entity associated with the University, limit the use of or access to such Confidential Information to the minimum level necessary to accomplish the intended purpose of the use, or request. Provider shall implement appropriate safeguards to prevent the unauthorized use or disclosure of such Confidential Information and shall provide the University with information concerning such safeguards as the University may reasonably request. Provider shall timely report to the University any use or disclosure of Confidential Information of which it becomes aware, that is used or disclosed other than as authorized herein. Provider shall ensure that its employees, representatives, agents and subcontractors (when the use of such subcontractor has been approved in writing by the University and prior to any use of or access to Confidential Information), who have access to or receive Confidential Information will comply with the same restrictions and conditions as apply to Provider with respect to such Confidential Information as set forth herein. Provider represents and warrants that upon expiration or termination of this Agreement, Provider shall return or destroy all Confidential Information, as directed by the University, that Provider its employees, representatives, agents and subcontractors then maintains in any form and Provider its employees, representatives, agents and subcontractors shall not retain copies of any such Confidential Information. Both parties agree that this section shall survive termination or expiration of this Agreement.


University's Mission. Saint Louis University is a Jesuit, Catholic institution, and as such, the Provider, in the conduct of services contracted for this Agreement, shall not take any action or make any speech that is inconsistent with or otherwise contradictory to the mission, beliefs, or ideals of the Catholic Church, the Jesuit Order, or Saint Louis University.

Updated 1/20/09


1. Date of Agreement
2. Name of Provider
- Enter Initials of Provider



_____ **Copyright.** Copyright to all images, productions, or other work produced by Provider under this Agreement shall be held by the University. Provider shall have no right to publish or otherwise use such work in any manner whatsoever without the express written consent of the University. University approval may be withheld with or without reasonable cause.



_____ **Copyright Indemnification.** Provider shall indemnify, hold harmless and defend, at its expense, any action brought against the University related to Provider's products and services, including, without limitation, those based on a claim that the use of the Provider products infringes any United States patent or United States copyright, and Provider will indemnify the University from any costs, damages and fees finally awarded against the University in such action which are attributable to such claim. The University agrees to notify Provider promptly in writing of any claim to permit Provider to defend, compromise or settle the claim and to provide all available information and assistance regarding such claim. Should any Provider product become or, in the University's opinion, be likely to become the subject of a claim for infringement of a United States patent or United States copyright, Provider shall (i) procure for the University, at no cost to the University, the right to continue to use the Provider product or (ii) replace or modify the Provider product at no cost to the University or to make such non-infringing, provided that the replacement or modified Provider product provides substantially similar function and performance.



_____ **Registered Marks.** Provider acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to the University or its affiliated companies or assigns (collectively "Marks") are proprietary Marks of the University and Provider will not use the Marks for any purpose except as expressly permitted in writing by the University. Upon termination of this Agreement, Provider shall (a) immediately and permanently discontinue the use and display of any of the Marks and make or cause to be made such changes as the University shall reasonably direct; and (b) immediately remove and deliver to the University all goods bearing any Marks.