

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ is by and between The Ohio State University, 190 North Oval Mall, Columbus, Ohio 43210 (herein called the UNIVERSITY) and _____ (herein called the Vendor), subject to the following terms and conditions:

1. The UNIVERSITY hereby agrees to hire VENDOR for ____ day(s) on the following date(s) _____ at the _____ on the Mansfield Campus of The Ohio State University. Product(s) shall be sold from _____ to _____. Arrival time at venue shall be _____.
2. The VENDOR hereby agrees to pay 20% or \$100 (whichever is greater) _____ per engagement specified above. Monetary compensation will be paid by check to The Ohio State University.
3. It is agreed that the VENDOR and/or VENDOR's Representative in fulfilling the terms of the contract are acting as independent contractors and not as an agent or employee of the UNIVERSITY.
4. VENDOR shall be responsible for all expenses which it incurs with regard to its engagement(s), and the UNIVERSITY shall not be liable for any expenses incurred by VENDOR and shall not reimburse VENDOR for any expenses unless specified otherwise in this Agreement.
5. VENDOR shall be responsible for all customer follow-up. The UNIVERSITY shall not contact VENDOR customer's regarding products, pricing or other VENDOR needs.
6. VENDOR, and associates agree to adhere to all rules and regulations of The Ohio State University and all applicable local, state and federal statutes, including but not limited to regulations and statutes prohibiting use of alcoholic beverages, use of drugs, and/or detonation of fireworks or other explosives and pyrotechnic devices. The UNIVERSITY may cancel without liability in the event violation of any such regulation or laws occurs.
7. This Agreement is terminable by either party in the event circumstances beyond the control of the VENDOR or the UNIVERSITY, which would necessitate a cancellation of the engagement. Such circumstances include but are not limited to: strike, riot, accident or disaster, disruption of public transportation, storm or other severe weather conditions, intervening illegality, or closing of the hall due to energy shortages, inadequate electrical power, destruction, or other cause rendering the hall unsuitable for use for engagement of VENDOR on the time and date specified. It is agreed that neither of the parties of this Agreement will be held responsible for damages for reasons of postponement or cancellation of this engagement. An event which renders engagement more difficult than originally contemplated, or requires engagement at a loss of profit will not excuse engagement. Both parties bear the risk of unanticipated contingencies rendering engagement difficult, but not impossible. Should cancellations for any of the above enumerated circumstances become necessary, the canceling party shall document in writing the circumstances resulting in the cancellation and send the same to the non-canceling party within forty-eight (48) hours after the initial notice of cancellation.
8. If VENDOR violates or fails to carry out any of the terms of this Agreement, the UNIVERSITY may based upon the circumstances, cancel the engagement(s) without liability.
9. VENDOR shall furnish the following equipment in connection with the engagement(s):

10. The UNIVERSITY can furnish, at no expense, the following equipment:

11. It is agreed that should any damage be caused by the VENDOR, or associates to the facility or equipment, VENDOR shall be responsible for the payment of the cost of any repairs or replacement as required. It is further understood that UNIVERSITY will furnish VENDOR or VENDOR's Representative with a detailed statement of all such damages and cost of repair, normal wear and tear expected, within sixty (60) days of the time of the damage.
12. VENDOR agrees to indemnify and hold harmless the UNIVERSITY and North Central State College, their respective trustees, officers, agents and employees from and against all costs, losses and expenses, including reasonable attorneys' fees, arising from any injuries, deaths or damages to persons or property sustained on or about the Mansfield Campus of the UNIVERSITY as a direct or proximate result of VENDOR's tortuous acts or omissions in connection with the VENDOR's engagement or use of the premises. In the event that any action or proceeding is instituted against the UNIVERSITY by reason of any such claim or event, the VENDOR shall resist and defend such an action or proceeding at the VENDOR's sole cost and expense, or cause it to be resisted and defended by an insurer.
13. The VENDOR expressly promises to be responsible and liable for any personal and/or property damages in and around the facility which are incurred in connection with the above stated engagement(s). The VENDOR shall be obligated to pay the cost of any repairs or replacement required. Furthermore, the duties in this provision will remain effective for damages discovered by the UNIVERSITY after the VENDOR has left the premises.
14. The following VENDOR, _____, collectively known as _____, are, for the purpose of this Agreement, the VENDOR. Each shall be, throughout the life of this Agreement, jointly and individually bound by the terms and conditions set forth herein, liability to the University being joint and several. Failure on the part of the VENDOR to satisfy these requirements shall release the UNIVERSITY from any and all obligations under this Agreement.
15. This Agreement shall be binding only if executed by the VENDOR or VENDOR's Representative and returned to the UNIVERSITY by _____. If this Agreement is signed by the VENDOR's Representative, VENDOR's Representative expressly warrants that he/she is authorized by the VENDOR to execute this Agreement for the VENDOR for this engagement(s) at the time and place specified.
16. The VENDOR shall not advertise the fact that it has contracted with the UNIVERSITY for service, or appropriate or make use of the UNIVERSITY's name or other identifying marks or property without prior written consent of the UNIVERSITY's Office of Business Administration.
17. As an administrative entity of the state of Ohio, The Ohio State University is tax exempt.
18. This Agreement shall be interpreted according to the laws of the state of Ohio, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this Agreement shall be brought in a court of competent jurisdiction in the state of Ohio.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first appearing above.

FOR THE OHIO STATE UNIVERSITY

FOR VENDOR

 Andy Crawford
 Coordinator of Campus Life
 Mansfield Campus

 Signature

 Printed name

Dated _____

Dated _____

SSN/Tax I.D. # _____

Address _____

Phone _____