

Department ID: _____

Date Rec'd: _____

Due Date: _____

Vendor Contract Submission Form
Office and Contract Student Life
(For services including but not limited to:
photographers, coaches, lighting & staging, and any type of service with labor)

- THIS PAGE SHOULD BE COMPLETED BY THE STUDENT ORGANIZATION
- Please make sure that you have read all of the policies related to student organization contracts BEFORE you turn in this form and your signed contracts.
- You MUST use the standard performance agreement, unless otherwise authorized by Student Life.
- All contracts for registered organizations MUST be reviewed and signed by Student Life. **Students and Advisors MAY NOT sign ANY contracts.**
- This form and TWO CONTRACTS SIGNED BY THE VENDOR must be turned in **21** days before your event. If you turn in your signed contracts late, your event may be cancelled and/or your organization may have future contract privileges suspended or revoked.
- Student Life will return one of the two **original** signed contracts to your organization for the other contracting party (e.g. the vendor).
- As a courtesy, please make sure your Advisor is informed about the event.

****YOU MUST SUBMIT 2 ORIGINAL COPIES OF THE CONTRACT
SIGNED BY THE VENDOR WITH THIS FORM.****

Today's Date: _____

Organization Name: _____

Contact Name: _____

Contact Phone: _____ Email: _____

Event Date: _____ Event Name: _____

Vendor Name: _____ Amount of Contract (\$): _____

Will the event be paid for by SAF-B/Cultural Center? Y N

- If so, please attach the appropriate award letter(s).

If not, how will this event be paid? On Campus Account or Off Campus Account

(Off Campus Accounts: If the contract amount is more than \$500, please attach proof that your organization has the necessary funds available. For example, a copy of a bank statement.)

Please provide a brief description of goods/services provided under the contract:

Notes (office use only):

Picked up by:

Student Organization Representative Signature

Date Picked Up

VENDOR AGREEMENT

This Agreement is entered into this _____ day of _____, 20__ (“Effective Date”). The term “Agreement” means this Agreement and any other Exhibits or addenda signed by both parties. This Agreement is made between _____ (“Vendor”) and DePaul University, an Illinois not-for-profit corporation (“DePaul”).

WHEREAS, Vendor wishes to _____ (the “Product/Service”);
and

WHEREAS, DePaul wishes to purchase or benefit from the Product/Service.

NOW THEREFORE, for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) **Term.** The Term of this Agreement shall begin on the date first written above and shall end on _____.
- 2) **Deliverables.** Vendor will _____ (as further described in Exhibit A (if applicable)).
- 3) **Pricing.** DePaul University shall compensate Vendor an aggregate total of _____ (\$ _____) payable within 30 days after the service is complete in the form of a DePaul University check which shall be payable to _____.
- 4) **Payment.** DePaul’s payment terms are net 30 from the invoice date, the last date in which services are rendered, or any other payment schedule described in accordance with Section 2. DePaul University is a tax-exempt organization (IL Tax Exemption # E9990-9022-05) and as such is not subject to sales tax on goods or services.
- 5) **Coordination.** Vendor shall cooperate with such consultants, persons, or entities as DePaul shall designate, from time to time, in connection with the services to be performed by Vendor hereunder; and, Vendor agrees to meet with such consultant and other persons or entities at such times as DePaul may require in order to maintain a continuous review process so as to expedite determinations and approvals required to be made in the various phases of the performance of the work pursuant to this Agreement.
- 6) **Expenses.** Except as otherwise expressly provided in this Agreement, all expenses incurred by the parties shall be the sole responsibility of the party who incurred the expense.
- 7) **Confidentiality.** DePaul has certain proprietary and/or non-public information which it has designated as confidential or which, under the circumstances surrounding its disclosure, ought to be treated as confidential (“Confidential Information”). Confidential Information includes, but is not limited to, information relating to: (i) DePaul’s compensation information and practices, employee and student data, salary information, price quotes, preliminary concepts, sales and/or marketing proposals, branding strategies, creative designs and concepts, technical data, trade secrets and know-how, research, program or degree offering plans, services, suppliers, supplier lists, customers, employee lists, customer lists, markets, developments, inventions, processes, procedures, policies, technology, designs, techniques, hardware configuration information, marketing, forecasts, business strategy, finances or other business information; and (ii) information received from others that DePaul is obligated to treat as confidential. Confidential Information shall cease to be Confidential Information only if such information or material becomes available to the general public through an intentional and authorized disclosure. Vendor recognizes that as a result of this Agreement, it may be provided with Confidential Information. Neither Vendor nor its employees or agents will disclose any Confidential Information obtained by Vendor.

- 8) **Indemnification.** To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless DePaul and any agents, heirs, successors, assigns, or employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, but only to the extent caused in whole or in part by negligent acts or omissions or willful misconduct of the Vendor, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described herein.
- 9) **Assignment.** Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this Agreement without the written consent of the other party.
- 10) **No Waiver.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.
- 11) **Severability.** If any term, clause or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.
- 12) **Independent Contractor.** Independent Contractor. It is expressly understood that Vendor is an independent contractor and not the agent, partner, joint venturer, or employee of DePaul. Vendor shall not have the authority to enter into any contract or agreement to bind DePaul and shall not represent to anyone that you have such authority. All of Vendor's employees and/or independent contractors (hereinafter referred to as "Vendor's Staff") assigned to work on DePaul projects shall remain at all times during the Agreement independent contractors and/or employees of Vendor and not of DePaul. Vendor agrees that it is solely responsible for paying the wages of its Staff and for paying any income, social security, and other employment taxes due to the proper taxing authorities, and that DePaul will not deduct such taxes from any payments to Vendor hereunder. Vendor, and if applicable, Vendor's Staff, shall have no claim against DePaul hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind, statutory or otherwise. Vendor represents and warrants that it is in compliance with all federal, state and local laws and regulations relating to Vendor's Staff and agrees that it will be responsible for making all decisions with respect to all human resource matters for Vendor's Staff. Vendor agrees to comply with all applicable state and federal laws and regulations governing employment authorization and screening, including but not limited to completing and maintaining Employment Eligibility Verification Form I-9 for all of Vendor's Staff who will provide services to DePaul pursuant to this Agreement. Vendor represents and warrants that it is not knowingly employing any workers who are not authorized to work in the United States to service this Agreement. Vendor agrees to defend and indemnify DePaul for any liability arising out of claims that Vendor's Staff are not authorized to work in the United States.
- 13) **Appropriate Insurance.** Vendor represents and warrants that it has in place and will maintain throughout the term of this Agreement appropriate insurance coverage. Vendor agrees to present documentation of its applicable insurance coverage to DePaul upon request.
- 14) **Compliance With All Applicable Laws.** Vendor agrees at all times to abide by all applicable local ordinances and codes, and all applicable state and federal statutes and regulations (including the Family Education Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232 g, and all applicable rules and regulations) with respect to Vendor's delivery of the Products/Services. DePaul is an Equal Opportunity Employer, and Vendor represents that it will maintain and promote nondiscrimination regarding race, color, religion, national origin, sex, age, and handicap in all phases of employment matters related to Vendor's delivery of the Products/Services.

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- 15) **Termination.** Either party may terminate this Agreement for any reason with thirty (30) business days' advance written notice. If either party breaches a material obligation under this Agreement, and such breach is not cured within ten (10) business days after such party's receipt of written notice of the breach, the party not in default may immediately terminate the Agreement. In the event of termination prior to completion of all work described in Section 1 and Exhibit A, DePaul shall pay any undisputed outstanding amounts owed based on work completed and billed at the time of such notice of termination.
- 16) **Governing Law.** This Agreement, shall be governed in all respects by the laws of the State of Illinois. The parties agree to use the courts of the State of Illinois for jurisdiction and Cook County, Illinois for venue to resolve any disputes between the parties arising out of this Agreement.
- 17) **Conflict of Provisions.** If there is any conflict between the provisions of this Agreement and any other agreement, the provisions of this Agreement shall control.
- 18) **Entire Agreement.** Oral contracts cannot be honored by DePaul. This Agreement supersedes any prior agreement, whether written or oral. This Agreement embodies the entire understanding between and among the parties. Any changes, additions, revisions, or modifications must be accomplished via a written instrument signed by the parties.

No student or student organization can bind itself or DePaul to a contract. Any contract with DePaul or any of its student organizations, including this Agreement, MUST BE SIGNED BY AN OFFICIAL REPRESENTATIVE OF DEPAUL UNIVERSITY or it will be ineffective and not binding upon DePaul or its students or student organizations.

AGREED TO AND ACCEPTED:

FOR VENDOR

FOR DEPAUL UNIVERSITY

Department ID: _____

Date Rec'd:

Due Date:

Signature

Student Life Signature

Print or type name

Print or type name

Title

Title

Date

Date

Address:

Address:

DePaul University
2250 N. Sheffield Blvd, Ste 201
Chicago, Illinois 60614
Attention: Student Life, Office Manager

(____) _____
Phone number

(____) _____
Fax number

Email Address

Taxpayer ID number