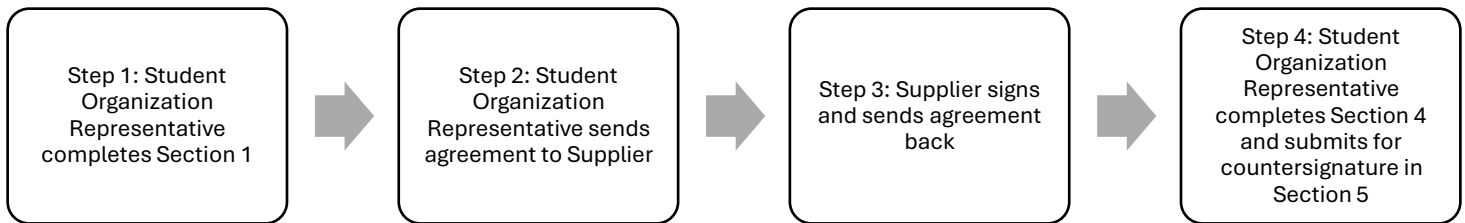


2024-2025 Northwestern Registered Student Organization Agreement

Instructions This agreement is organized in the order of the steps to be completed. Complete in this order:



Timeline With complete and correct documentation and approval from Student Affairs, the agreement will be completed within 14 (fourteen) business days of the event, notwithstanding events with alcohol or supplier-provided contracts, which is a six-week (6 week) time frame.

Section 1 – Event Details to be completed by Student Organization Representative

This agreement is entered into on this date: _____ by and between _____ (“Supplier”) and Northwestern University (“Northwestern”). In consideration of the compensation and/or use of Northwestern facilities referenced below, the parties agree to the following terms and conditions:

a. Date/Time of Engagement:	
b. Compensation to Supplier (\$0 if no cost)	\$
c. Northwestern check payable to:	
d. Federal ID number or Social Security number:	
e. Student Group Name:	
f. Student Group Contact Name:	
g. Student Group Contact Email:	
h. Description of the Event:	

Section 2 – Terms of the Agreement to Be Read by All Parties

- Payment Timeline.** Supplier will be paid by Northwestern check following its performance of the services to be rendered under this Agreement.
- Reproduction Prohibited.** No performance or program, or any part thereof is to be reproduced by Northwestern, including but not limited reproduction by broadcasting, videotaping, or tape recording without the written permission of the Supplier. Supplier is similarly prohibited from reproducing a performance or program held on Northwestern campus without the written permission of University Relations at Northwestern.
- Branding.** Unless Northwestern, in its discretion, has given express advance written consent, University trade names, trademarks, nicknames, symbols, logos, or images are not permitted to appear in Supplier’s materials, on Supplier’s websites, or other communications.
- Independent Contractors.** It is specifically agreed that the Supplier, its employees and agents are acting as independent contractors and are not agents or employees of Northwestern. It is further agreed that the Supplier agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, including but not limited to federal or state social security laws, employee compensation and unemployment insurance.
- Indemnification.** Notwithstanding any other provision, Supplier agrees to defend, indemnify and hold harmless Northwestern and any of its trustees, officers, agents and employees of and from any loss, cost, damage or expense incurred as a consequence of damage to property, personal injury or death, arising or alleged to have arisen out of or in connection with Supplier’s performance under this Agreement, together with any legal and related expenses which may be incurred by Northwestern in defending such claims, unless such loss results solely from the negligent acts or omissions of Northwestern.
- Limitation of Liability.** Except as set forth herein, neither the Supplier nor Northwestern shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages.
- Insurance Requirements.** Supplier shall procure and maintain (at its sole expense) insurance which shall cover itself and any subcontractor in commercially reasonable limits to support its obligations under this Agreement. If services

are being performed and/or held on University property, Supplier will maintain the following minimum levels of insurance: comprehensive general liability of \$1 million each occurrence and \$2 million in the aggregate, statutory workers' compensation insurance as required by law, and automobile liability insurance in an amount not less than \$1 million (only if Supplier will be using owned, non-owned, or hired autos on Northwestern property or in conjunction with this agreement). With the exception of workers' compensation, Northwestern, its affiliates, officers, directors, trustees, volunteers, and employees shall be named as additional insured on policies on a primary, non-contributory basis. All policies shall waive rights of subrogation against Northwestern. Insurance shall be placed with reputable insurers with a Best's rating of A- or better. The insurance limits required in this Section are to be considered as minimum requirements and shall in no way limit the liability of Supplier hereunder, and, in certain cases, the risks involved in the agreement may warrant higher limits. Supplier shall furnish Northwestern with certificates of insurance outlining the coverage above prior to rendering any services under the Agreement and provide a minimum of 30 days' advance written notice of cancellation, material change, or nonrenewal of policies required under this agreement. Failure of Northwestern to notify Supplier of any deficiencies in the required insurance policies or to request insurance certificates shall not relieve the Supplier from the responsibility to provide the specified insurance coverages.

8. **Governing Law.** The Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules. In the event of a dispute, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, Cook County, Illinois.
9. **Tax Exempt.** Northwestern is exempt from the retailers' occupation tax, the service occupation tax (both state and local), the use tax, and the service use tax. Our Illinois State tax exemption identification number is E 9990-4055. Northwestern is also exempt from the Federal excise tax as an exempt institution (sec. 4222, IRC). Our Federal excise tax exemption certificate registry number is 3673-0269F.

To the extent that the terms of this agreement conflict with the terms and conditions set forth by the Supplier, the terms of this agreement shall take precedence.

Section 3 – Signature Student Organization Representative Gives to Supplier to Complete and Return

AGREED TO AND ACCEPTED BY:

Supplier Name:	Signature:
Title:	Date:
Address:	Email Address:

Section 4 – Event Details Event Details Student Organization Representative completes and sends to appropriate office for processing. See the Contracts tab for submission details:
<https://www.northwestern.edu/studentorgs/organization-officers/planning-an-event/>

- | | | |
|--|-----|----|
| a. My Student Organization has confirmed funds for this event. | Yes | No |
| b. My Student Organization has reserved space for this event.
If yes, provide the reservation number (if applicable), the space reserved, and the event contact person: | Yes | No |
| c. This agreement has additional terms beyond this contract, such as additional technical equipment, and/or hospitality needs.
If yes please provide event number:
and Contact name: | Yes | No |
| d. This event may have more than 250 people attending. | Yes | No |
| e. This event will have a speaker or performer from outside of Northwestern. | Yes | No |
| f. This event will have alcohol served or sold. | Yes | No |
| g. My Student Organization adviser is aware of the event. | Yes | No |

Section 5– Signature to be Completed by Authorized Northwestern Staff Representative Only **Authorized Northwestern Staff Representative**

Name:	Signature:
Title:	Date: