

Please type or print legibly. Agreement should be returned within 14 (fourteen) business days of the event. Agreement should be completely filled out and is subject to the approval of Student Affairs staff.

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:

Services to be provided by the Supplier:			
Date/Time of Engagement:			
Place of Engagement:			
Compensation to Supplier (enter \$0 if there is no cost):	\$		
Northwestern check should be made payable to:			
Federal ID number or Social Security #:			
Description of additional needs (e.g., sound/lights, hospitality, travel, special equipment):			
Student Group Name:			
Student Group Contact:	Name:	Email:	

- Supplier will be paid by Northwestern check following its performance of the services to be rendered under this Contract.
- 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.
- 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.
- 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.
- **COVID-19 Specific Provision:** In the event of one or more of the following causes renders performance of this Agreement impossible, impracticable, or unsafe, Northwestern's respective obligations under this Contract will be excused fully, without any additional obligation and each party shall bear its own costs incurred in connection with this Agreement: death, illness of or injury to key personnel; any act, order, rules, or regulation of any governmental agency or public authority; acts of God; epidemics, pandemics, or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise beyond Northwestern's control. If services are being performed and/or held on University property, Supplier agrees to operate and adhere to applicable University policies: <https://www.northwestern.edu/coronavirus-covid-19-updates/campus-return/policy/index.html>

**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). 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. Supplier shall furnish Northwestern with certificates of insurance outlining the coverage above. 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.

**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.

**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. AGREED TO AND ACCEPTED BY:

**Authorized Northwestern Staff Representative**

**Supplier**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Date: \_\_\_\_\_