

## SERVICE AGREEMENT

This Service Agreement ("Agreement") is between \_\_\_\_\_, \_\_\_\_\_, on behalf of the host student club or organization named in the signature block below ("Host Club")\*, and Service Provider whose name is set forth on Attachment A, attached hereto and made a part of this Agreement ("Service Provider").

### 1.0 Scope of Services.

- 1.1 Service Provider agrees to provide the services set forth in Attachment A on the dates and times described ("Services") and under the terms and conditions of this Agreement.
- 1.2 Service Provider represents and warrants that it has all the licenses and permits required by law or regulation to perform the Services, and will provide copies of all such licenses and permits to Host Club upon its request.

### 2.0 Fees, Expenses, and Payment.

- 2.1 Host Club agrees to pay Service Provider the fee set forth in Attachment A for the Services ("Fee") and reimbursable travel and incidental expenses, if any, only if specified in Attachment A ("Expenses").
- 2.2 The Fee and Expenses will be payable upon completion of the Services and submission of a proper invoice any additional supporting receipts or documentation that Host Club may reasonably request.
- 2.3 The total amount (including reimbursable expenses) that Host Club will pay Service Provider under this Agreement will not exceed the amount set forth in Attachment A.
- 2.4 Service Provider agrees to provide the Services as an independent contractor. As an independent contractor, Service Provider is solely responsible for payment of all taxes. Host Club will not deduct taxes from any payment to Service Provider.

### 3.0 Liability and Insurance.

- 3.1 Each party shall be responsible for its own acts or omissions.
- 3.2 Service Provider agrees to maintain at its own expense insurance appropriate for the kind of activity described in this Agreement and provide a certificate of insurance to Host Club upon request.

- 4.0 **Termination.** Either party may terminate this Agreement if the other party breaches any material provision herein; provided, however, that upon receipt of written notice of breach, the breaching party shall have five (5) business days to cure such breach ("Cure Period"). If the breaching party fails to cure such breach within the Cure Period or the breach is incapable of cure, then the parties agree this Agreement shall terminate automatically and without further notice. Host Club shall be entitled to immediately terminate or cancel the Agreement without any liability to Service Provider, if it deems, in its sole discretion, that the health, safety, or welfare of the students or the community is threatened.

- 5.0 **Governing Law.** This Agreement will be governed by and construed under the laws of the State of Ohio.

- 6.0 **Assignment.** Neither party may assign its rights or obligations under this Agreement without the other party's prior written consent.

- 7.0 **Entire Agreement.** This Agreement (including Attachment A) is the parties' entire understanding with respect to the Services and may be amended only by a written agreement signed by both parties.

The authorized representatives of each party has executed this Agreement on the date indicated below under their respective signatures.

\*Case Western Reserve University (CWRU) is not a party to this Agreement.

<b>SERVICE PROVIDER:</b>	<b>HOST CLUB:</b>
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

\*Case Western Reserve University (CWRU) is not a party to this Agreement.

**ATTACHMENT A**

**1. SERVICE PROVIDER:**

**Full Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**2. SERVICES:**

**Description:** \_\_\_\_\_

**Date(s) and Time(s) of Services:** \_\_\_\_\_

**Location(s) of Performance or Services:** \_\_\_\_\_

**Additional Service Details:**

**3. FEE (check box/choose one only):**

**Fixed:** \$ \_\_\_\_\_

**Hourly:** \$ \_\_\_\_\_ not to exceed \_\_\_\_\_ hours

**4. EXPENSES:**

**a. Description of Expenses:** \_\_\_\_\_

**b. Expenses not to exceed a total of:** \$ \_\_\_\_\_

**5. TOTAL AMOUNT OF AGREEMENT (FEE PLUS EXPENSES) NOT TO EXCEED:** \$ \_\_\_\_\_

**6. FORM OF PAYMENT (check box/choose one only):**

**Credit Card**

**Check**

**7. PAYMENT DUE DATE:** \_\_\_\_\_