

5.

Student LIFE Student Group Contract

This contract form is to be filled out and used exclusively by recognized student organization officers who wish to contract with an outside vendor for an event.

Prior to signing this form, you MUST read the section of this RSO Handbook that discusses contracts and your liability by entering into one.

1.	STUDENT GROUP INFORMATION				
	Student Group Name				
	Student Contact		Contact's Email		
2.	CONTRACTOR INFORMATION				
	Company/Organization Name				
	Contact Name				
	Permanent Address				
	Fax	Federal Employer IDa	# OR Social Security #		
	Is the contractor presently affiliated with OCC? No – no current affiliation				
	Yes – if yes, indicate affiliation:	Employee/Faculty	Full-time student	Part-time student	
3.	EVENT LOGISTICS				
	Type of Event				
	Event Location				
	Brief Event Description:				
	Set-up Requirements and Equipment Needs (examples include tables, chairs, podium, microphones, electricity, staging, food/beverage, etc.)				
	Event Date/Period of Service:		Event Time		
			Event Time Disassembly or Pick-up		
4.	SERVICES PROVIDED BY CONTRACTOR (please describe)				
	Catering				

4.

Catering			
Entertainment			
Other Service			
COMPENSATION			
Compensation Rate Additional Fees (please explain			
			Total Cost for Services
If Services are Recurring:			
Start Date	End Date		
Breakdown Per Lesson or Event			
If you have any additional requirements, please explain below or attach a rider.			

INDEMNIFICATION

Contractor agrees that any personal injury to Contractor or third parties or any property damage incurred in the course of the performance of services shall be the responsibility of the Contractor, except to the extent caused by the sole fault or negligence of the College.

Contractor shall indemnify and hold harmless the College, its board members, officers, employees, agents and students from and against any direct costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of Contractor's performance of services as outlined herein, or which may arise out of the infringement of the copyright patent, or other proprietary rights of third parties

INSURANCE

Contractor agrees to maintain comprehensive general liability insurance, including contractual liability, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; automobile liability for owned, non-owned and hired vehicles with a combined single limit not less than \$1,000,000 per occurrence; Employers Liability with a minimum limit of \$500,000; and Workers' Compensation to statutory limits as required by the State of Michigan. Company agrees to have the Board of Trustees of Oakland Community College its elected and appointed officials, employees, students, agents, and volunteers included as additional insureds on the Company's certificate of insurance with respect to comprehensive general liability and provide the College with 30 days prior written notice of any material changes in the above insurance. Company shall provide the College with a certificate of the above insurance coverages and amounts upon execution of this Agreement.

RELATIONSHIP OF PARTIES

The Contractor shall not, by virtue of this contract, become an employee or agent of OCC, and shall not be entitled to the rights, benefits, or privileges of the College's employees. The Contractor and its agents and members are solely responsible for their own actions and have no relationship to OCC.

PERMITS AND LICENSES

Prior to the event, Contractor shall obtain any required work permit, visa, approval, license, etc., and make the required filing or notice to the proper governmental authority.

LEGAL COMPLIANCE

Contractor must comply with all applicable state, federal and local laws, regulations, etc., as well as with Oakland Community College policies and guidelines.

SECURITY

OCC Public Safety determines security requirements. OCC reserves the right to refuse and forbid requested service or arrangements as being impermissible on the grounds of safety, security, and/or caution in the operation of any equipment.

SOUND & PYROTECHNICS

OCC reserves the right to control sound levels during the Event. Pyrotechnics and haze/fog machines may not be used.

OPERATION

Contractor will provide at least one qualified employee to be responsible for the correct and proper setup, operation, and disassembly of the equipment and other items provided under this contract.

DAMAGE TO OCC

Contractor agrees that it will not alter, modify, attach, append, or in any way or manner affect any of the property, fixtures, or real estate of OCC or the Event location. If, in the opinion of OCC this clause is violated, any payment due will be fully withheld pending settlement for damage.

TERMINATION

(i) Breach by Contractor – If there is a breach by Contractor, or material breach in services provided under this contract that threatens the safety, health, or well-being of any person, OCC may terminate this contract immediately.

(ii) Termination – Either party may terminate this agreement at any time with thirty (30) days prior written notice. This Agreement can be terminated for breach of any of the terms and conditions of the referenced documents of this Agreement if such breach is not cured within ten business (10) days after receiving written notice of the breach.

FOR CONTRACTOR

FOR STUDENT GROUP

Signature