

**NORTHWESTERN UNIVERSITY
VENDOR CONTRACT RIDER**

Vendor Name:

Purchaser: Northwestern University

In the event of any conflict, inconsistency or incongruity between the provisions of the VENDOR'S CONTRACT and/or Rider and the provisions of the NORTHWESTERN UNIVERSITY RIDER, the provisions of the NORTHWESTERN UNIVERSITY RIDER shall, in all respects, govern and control.

1. **DEFINITIONS:** The term NORTHWESTERN UNIVERSITY as used in this Contract Rider means NORTHWESTERN UNIVERSITY and all of its officers, employees, and agents.
2. **EQUIPMENT:** The PURCHASER is not responsible for any equipment not specifically stated in this contract. The VENDOR agrees that if she/he does not use the equipment stated in this contract, she/he shall reimburse the PURCHASER for all rental costs of said equipment.
3. **TRANSPORTATION:** The VENDOR will make and pay for transportation and housing arrangements unless otherwise specified in this contract. In the event that transportation is at any time furnished by the PURCHASER to the VENDOR and/or his/her employees or agents, VENDOR and/or his/her employees or agents waive any claims, and actions and possible causes of action and whatsoever that may occur to the VENDOR and/or his/her employees or agents or heirs of same from every and any loss, damage, and injury (including death) that may be sustained by the VENDOR and/or his/her employees or agents and property of same during the course of said transportation.
4. **ACTS OF GOD:** The PURCHASER shall not be liable or responsible for any failure to perform its obligation hereunder or for any loss or liability to VENDOR, their agents, heirs, employees, guests or assignees caused by or arising as a result of an **Act of God** or any other circumstance or event beyond the reasonable control of the PURCHASER.
5. **DEPOSITS AND METHOD OF PAYMENT:** No deposits or advance payments will be made prior to the completion of service. The VENDOR must furnish the PURCHASER with a fully executed contract including completed VENDOR and PURCHASER addenda no later than TWENTY (20) working days prior to the date of the service. Compensation shall be a University issued check after completion of service. Any cash payments are against NORTHWESTERN UNIVERSITY policy and will not be honored under any circumstances.
6. **EXPENSES:** If for any reason other than an "**Act of God**" or a reason expressly agreed to by the PURCHASER elsewhere in this Agreement, the VENDOR cancels or changes the date of the service called for by this contract, then the VENDOR shall reimburse the PURCHASER for its reasonable out-of-pocket expenses incurred in connection with preparation for said services and reimburse the PURCHASER for additional expenses to contract a replacement. Such reimbursement must be paid to PURCHASER no later than THIRTY (30) DAYS after the scheduled date of service.
7. **DELAY OF SERVICES:** In the event that as a result of the actions of the VENDOR or his/her employees or agents, any service by the VENDOR provided for herein is unreasonably delayed, the PURCHASER, at its sole option may cancel the service without further liability and recover from the VENDOR all sums heretofore paid pursuant to this agreement, or reduce the contract price by an amount reasonably related to the delay caused.
8. **SERVICES** In the event that VENDOR or his/her employees and agents provides substandard quality of services, the PURCHASER, at its sole option may reduce the contract price by an amount reasonably related to the deficiency of service. The VENDOR certifies that it has sufficient staff available to perform the services and that all individuals providing the service have the licensure, background, training and experience to perform properly the services to be delivered under this Agreement.
9. **NOTIFICATION:** **a) Before Day of Performance** The VENDOR or his/her representative must email, call or fax the PURCHASER between the hours of 8:30 a.m. and 4:30 p.m. (Central Standard Time) prior to the date of the services stating the time of arrival, where staying, mode of transportation, name of person(s) representing the VENDOR and expected time of arrival of materials and crew. Upon learning that there will be a delay in the start of the scheduled show due to unavoidable transportation delay or other delays, the VENDOR or his/her representative shall promptly notify the NORTHWESTERN UNIVERSITY/PURCHASER of the delay and expected time of arrival. **b) Day of Service** The VENDOR must make his/her whereabouts known to the PURCHASER NINETY (90) minutes prior to scheduled set up and at least SIXTY (60) minutes prior to time of service.
10. **ALCOHOL, TOBACCO AND DRUGS:** If the VENDOR and/or his/her employees or agents arrives at the event site under the influence of intoxicating beverages, narcotics, or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER and recover from the VENDOR all sums paid pursuant to this agreement. NORTHWESTERN UNIVERSITY will not provide alcoholic beverages or tobacco-based products. Portions of NORTHWESTERN UNIVERSITY are smoke-free environments.
11. **CONTROL OF PERFORMANCE AND DAMAGES:** The VENDOR will control the details and manner of service, but it is agreed to and understood that NORTHWESTERN UNIVERSITY and PURCHASER shall have the right to direct the VENDOR to discontinue any activity constituting violation of state statute, applicable ordinances or directions of lawful authority. Damages to the premises, equipment or properties of PURCHASER caused by the VENDOR or his/her staff, either intentionally or through negligence, will be paid for by the VENDOR and may be deducted from the fee.
12. **LIMITATION OF CONTRACT AND ADDENDUM TERMS:** No oral representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this agreement. This contract, along with the addenda contains all terms and conditions agreed upon by the parties hereto, and may not be amended other than in writing signed by all parties. All additions and deletions in this contract and its rider must be signed and dated by both parties in order to be valid.

13. **DEPENDENT CONTRACTOR:** It is specifically agreed that the **VENDOR** and his/her representative or agent in fulfilling the terms and conditions of this agreement, are acting as independent contractors and not as agents or employees of the **PURCHASER** or **NORTHWESTERN UNIVERSITY**. It is further understood that the **VENDOR** agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to federal and state social security laws, employee compensation and unemployment insurance and contributions, income taxes, public liability insurance requirements.
14. **CONTRACT AUTHORITY:** The person signing for the **VENDOR** expressly warrants that she/he is authorized by the **VENDOR** to execute this contract. **NORTHWESTERN UNIVERSITY** honors only contracts signed by the Vice President of Student Affairs or his/her designee.
15. **GOVERNING LAW:** The laws of the State of Illinois shall govern this contract, rider and agreement.
16. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement and understanding among the parties and supersedes all prior agreements, oral or written. Any change, amendment or other modification of this Agreement must be in writing and signed by all parties to this Agreement in order to be effective. In the event of any conflict between the **NORTHWESTERN UNIVERSITY** rider and any other contract, rider or portion of the agreement, then the **NORTHWESTERN UNIVERSITY** rider will govern and control.
17. **PURCHASER SIGNATURE:** The representative(s) of **NORTHWESTERN UNIVERSITY** and/or **PURCHASER** in the signing of this contract warrants that she/he signs as a properly authorized representative and does not assume personal liability for meeting the terms of the contract.
18. **INDEMNITY:** The **VENDOR** agrees to indemnify and hold harmless **NORTHWESTERN UNIVERSITY** its trustees, officers, employees, and agents from and against any and all claims for loss, cost, injury, or damage to persons or property, including claims of employees or agents of the **VENDOR**, arising out of or alleged to be due to activities conducted by the **VENDOR** or its employees, agents or guests on property of **NORTHWESTERN UNIVERSITY**. The **VENDOR** further agrees to obtain adequate policy or policies of comprehensive liability insurance sufficient to satisfy its indemnification and hold harmless obligations hereunder and to name **NORTHWESTERN UNIVERSITY** as an additional insured under said policy or policies. As used herein, the reference to adequate comprehensive liability insurance shall mean policies of insurance in the following amounts:
- ___ LIABILITY: \$3,000,000.00 EACH OCCURRENCE
 - ___ WORKER'S COMPENSATION: ILLINOIS STATE REQUIREMENT
 - ___ AUTOMOBILE LIABILITY: \$3,000,000.00
 - ___ OTHER REQUIREMENTS: _____
19. **RETURN OF CONTRACT:** **NORTHWESTERN UNIVERSITY/PURCHASER** has signed this contract to which this rider is an addendum prior to signature by the **VENDOR**. The action of returning said contract constitutes an offer by **NORTHWESTERN UNIVERSITY/PURCHASER** to enter into an agreement on the terms herein stated, but unless said agreement is signed by the **VENDOR** or his /her Representative and returned to **NORTHWESTERN UNIVERSITY/PURCHASER** on or before _____ this offer shall be automatically withdrawn without further notice, and this contract shall be completely null and void unless otherwise agreed to, in writing, by both parties.

NORTHWESTERN UNIVERSITY

NAME (PLEASE PRINT)

TITLE

SIGNATURE

DATE

VENDOR

NAME (PLEASE PRINT)

TITLE Person Signing for VENDOR

SIGNATURE

DATE

This rider is attached to the **VENDOR'S** contract and returned to the **VENDOR** or his/her representative on the _____ day of _____, 200 ____.