



# MIT Student Group Professional Service Contract

## Instructions for Use

- This contract may only be used by MIT Division of Student Life recognized student organizations to contract for goods and services
- The contract must be fully completed and submitted to the Student Activities Office *PRIOR* to the goods being received or services being rendered
  - Contracts should be submitted either in hardcopy to W20-549 or via email to [sao-staff@mit.edu](mailto:sao-staff@mit.edu)

## Process

- 1 SECTION I of the contract should be completed by a representative of the student organization and signed by a Financial Signatory
  - Event Logistics: The event needs to be registered through Atlas *PRIOR* to the contract being presented to the vendor/contractor
    - Event may be pending approval
  - If good/service is not associated with an event, provide a brief description in the Event Logistics section – Do *NOT* leave this section blank
- 2 SECTION III of the contract should be completed by the vendor/contractor
  - Questions should be relayed directly to the Procurement Office at MIT
  - Do *NOT* accept Social Security Numbers (SSN) from individuals
- 3 SECTION IV of the contract should be signed by the vendor/contractor
  - If Total Cost for Services is \$5,000 or more, the signed contract needs to be attached to a Requisition (via [Atlas](#)) to be signed by a representative of the Office of the Vice President for Finance (VPF)
- 4 **Once Section I, III, IV are complete, the contract is valid (fully executed)**

## Payment

- Payment of financial obligation requires an invoice provided by the vendor/contractor
- A copy of the contract should also be attached to either the Requisition or RFP, depending on payment method



**SECTION I.**

**Student Group Information**

Student Group \_\_\_\_\_

Name \_\_\_\_\_ MIT Email Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Required to be a Student Financial Signatory*

**Event Logistics (if applicable)**

Event Reference Number \_\_\_\_\_ Event Date \_\_\_\_\_

Type of Event: \_\_\_\_\_ Event Location: \_\_\_\_\_

Brief Event Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Contractor Information**

Business/Proprietor Name: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Services Provided by Contractor**

Catering  Bartending  Entertainment  Speaking Engagement

Other Service \_\_\_\_\_

**Compensation**

Compensation rate: \_\_\_\_\_

Travel Reimbursement: \_\_\_\_\_ (Subject to MIT Travel Policy)

Additional fees (please explain): \_\_\_\_\_

Total cost for services: \_\_\_\_\_

If you have any additional requirements please explain below or attach a rider.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## SECTION II.

### Indemnification

To the maximum extent permitted by law, the Contractor shall indemnify, defend and hold harmless MIT, its governing board, directors, members, officers, employees, students, volunteers, and authorized agents (collectively, the “Indemnitees”), from and against any and all complaints, demands, liabilities, losses, claims, damages, expenses and costs (including reasonable attorneys' fees and court costs), of every kind and description, at law and in equity, which any of the Indemnitees may incur or suffer resulting from any activities conducted by Contractor for the Event.

### Insurance

Contractor shall obtain and maintain (a) commercial general liability insurance against bodily injury, including death and property damage, with minimum limits of liability of \$1,000,000 each occurrence and \$2,000,000 aggregate, including liquor liability insurance (if applicable) for each occurrence to cover such liability caused by, or arising out of, activities of Contractor, and its members, agents, and/or employees, while engaged in preparing for, or presenting, the Event, (b) automobile liability insurance with minimum limits of liability of \$1,000,000 combined single limit, (c) umbrella or excess liability insurance in excess of each of the above policies with a limit of liability of \$5,000,000 each occurrence and (d) workers' compensation insurance in statutory amounts. If this contract includes labor, the Contractor will protect and save harmless MIT from any liability for workers' compensation, or any other claims due to accidents to such labor or from liability for damages to others or their property which this labor may cause. Contractor agrees to furnish MIT's Insurance Manager for approval with a certificate of insurance at least **five days prior** to the Event and to have MIT, including its governing board, officers, and employees, named as additional insureds therein. All insurance is to be in the full legal name of the contracting party.

*\*\*Insurance requirements may be modified or waived if contractor:*

- a. services consist of speaking engagement (only)*
- b. performance consists of acoustical instruments not connected to a contractor or MIT supplied amplification system; or*
- c. performance includes musical instruments or DJ equipment directly connected to an MIT supplied amplification system*
- d. Risk associated with the goods or service provided by the contractor is deemed negligible as determined by the MIT Office of Insurance, in its sole discretion.*

### Relationship of Parties

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

### Permits & Licenses

Prior to the event, Contractor shall obtain any required work permit, visa, approval, license, etc., and make any required filing or notice to any governmental authority. In the case of an event where alcohol is served, Contractor must submit a copy of a license for liquor distribution prior to the event.

### Use of MIT Name.

Contractor shall not use the name of “Massachusetts Institute of Technology,” or any variation, adaptation, or abbreviation thereof, or of any of its trustees, officers, faculty, students, employees, or agents, or any trademark owned by MIT, or any terms of this Agreement in any promotional material or other public announcement or disclosure without the prior written consent of MIT's Technology Licensing Office.





### **Legal Compliance**

Contractor must comply with all applicable state, federal and local laws, ordinances, regulations, etc., as well as with MIT policies and guidelines.

### **Security**

MIT Police determine security requirements. MIT 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. MIT Environment Health & Safety Office, as well as event venue staff, are to be consulted as appropriate.

### **Sound & Pyrotechnics**

MIT 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 MIT**

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 MIT or the Event location. Contractor agrees not to block access/egress to, from or within the location where services will be performed at any time, with any obstructions, property or equipment. Contractor will leave the premises in good order (properly disposing of all trash) after each use of the MIT premises. If, in the opinion of MIT this clause is violated, any payment due will be fully withheld pending settlement for damage.

### **Termination**

- (i) Impossibility of Performance – The agreement to perform is subject to detention or prevention by proven sickness, accidents, riots, epidemics, acts of God, or other acts beyond the reasonable control of MIT or the Contractor. In this event, notice of such shall be given to the other party to the contract prior to the Event and
- (ii) Default by Contractor – If in the opinion of MIT there is a default by the Contractor, or material breach in services provided under this contract that threatens the safety, health, or well-being of any person, MIT may terminate this contract immediately. Nothing herein shall derogate from MIT's rights and remedies at law and in equity.
- (iii) Termination for Convenience – MIT shall have the right to terminate this contract no less than thirty (30) days prior to the event date via written notice of termination to the Contractor. In the case of termination for convenience, on the termination date the Contractor shall immediately cease the performance of services.

### **Limited Liability**

IN NO EVENT WILL THE PARTIES OR THEIR RESPECTIVE MEMBERS, TRUSTEES, DIRECTORS, OFFICERS, FACULTY, EMPLOYEES, STUDENTS, VOLUNTEERS, FELLOWS, OR AFFILIATES BE LIABLE FOR MULTIPLE DAMAGES OR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, INCLUDING ECONOMIC DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER MIT OR CONTRACTOR AS THE CASE MAY BE, HAS BEEN ADVISED, HAS OTHER REASON TO KNOW OR IN FACT, KNOWS OF THE POSSIBILITY OF THE FOREGOING.

