



MIT Student Group Professional Service Contract

Student Group Information

Student Group _____

Name _____ MIT Email Address _____

Signature _____ Date _____

Required to be a Student Financial Signatory

Event Logistics

Event Reference Number _____ Event Date _____

Type of Event: _____ Event Location: _____

Brief Event Description:

Contractor Information

Business/Proprietor Name: _____

Permanent Address: _____

Phone: _____ Email: _____

Select one

- Individual/Sole Proprietor
- Corporation, Partnership, Other

Is the contractor presently affiliated with MIT?

- Employee/Faculty
- Full-time student
- Part-time student
- No current MIT affiliation

(W9 tax form will be submitted to MIT to complete the vendor registration process)



Domestic (U.S.) Supplier Registration

Please also submit Form W-9 (Request for Taxpayer Identification Number and Certification). Please contact Procurement (procurement@mit.edu, 617-253-7241) with questions about how to complete this form.

Basic Identifying Information

1. Name (Individual or Business):

2. Address

Number and Street: _____ State/Region: _____

3. Contact Information: _____ Telephone Number: _____

City: _____ Zip Code: _____

Email Address: _____

5. Dun & Bradstreet Number: _____

NAICS Code: _____

6. What is your business size? (*Select one*)

SMALL: “Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR part 121 (see 19.102).

LARGE: A large business is any business that does not meet the criteria for small businesses.

7. What is your business classification per the Federal Acquisition Regulations, Part 2.101 or Part 19? (Select all that apply)

Fax Number:

4. Contact Name (if different from above):



Small Disadvantaged Women-Owned Veteran-Owned

Alaska Native Corporation or Indian Tribe that is not a small business.

Historically-Black College or Minority Institution

Additional Classifications:

Non-Profit: Any business or organization that has received non-profit status under IRS Regulation 501(c)(3).

Minority Business Enterprise

HUBZone

Disabled-Owned Service-Disabled Veteran-Owned

Alaska Native Corporation or Indian Tribe: Not certified by the Small Business Administration as disadvantaged

Public Sector: An agency of the Federal or a State Government, or a municipality

8. I certify that to the best of my knowledge and belief the information on this form is correct as of the date hereof and that, if any information on this form ceases to be correct, I will submit a replacement domestic supplier registration form to MIT (procurement@mit.edu) promptly.

Supplier signature _____

Date _____

MIT Company Code (Internal Use): _____

URL: _____



Services Provided by Contractor

Catering Bartending Entertainment Speaking Engagement

Other Service _____

Compensation

Compensation rate: _____

Travel Reimbursement: _____

Additional fees (please explain): _____

Total cost for services: _____

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

Indemnification

Contractor [and Agent] shall indemnify, defend, [jointly and severally] and hold harmless MIT, its governing board, officers, employees, and agents, from any and all liability claims arising in connection with such liability caused by, or arising out of death or injury to any person or damage to property, caused by or arising out of activities of [Agent and/or] Contractor, and their members, agents, and/or employees while engaged in preparing for or presenting the Event hereunder. Contractor [and Agent] shall indemnify [jointly and severally] and hold MIT harmless from any and all liability and claims arising in connection with the actual presentation of the material contained in the Event, whether occurring due to defamation, copyright infringement, or otherwise.

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.



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 their 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.*

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 [COMPANY], AS THE CASE MAY BE, HAS BEEN ADVISED, HAS OTHER REASON TO KNOW OR IN FACT, KNOWS OF THE POSSIBILITY OF THE FOREGOING.



Authority to Sign

The individual signing this Agreement represents and warrants that (s)he has the authority and capacity to execute this Agreement for the Contractor.

Entire Agreement

This Agreement (1) represents the entire understanding between the parties with respect to its subject matter and (2) supersedes all contemporaneous and previous statements, representations, agreements, and understandings between the parties, however expressed, that relate to the subject matter of this Agreement. This Agreement may only be amended by the mutual written consent of the parties, in the form of an amendment signed by authorized parties.

Signature of Contractor: _____

Printed Name: _____

Date: _____

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MIT Signature required if total cost for services (Compensation section) is \$5,000 or more

Signature of MIT Agent: _____

Printed Name: _____

Date: _____