ABILENE CHRISTIAN UNIVERSITY
SERVICES AND EQUIPMENT CONTRACT

This Contract is between ABILENE CHRISTIAN UNIVERSITY ("University") and
_____, located at _____ ("Contractor").

In consideration of the following mutual covenants, University and Contractor agree as follows:

I.   <u>Term.</u> The term of this Agreement will begin on _____, 20__, and end

_____.

II.   <u>Contractor's Obligations.</u>

A. Contractor will provide the following services:

_____
_____
_____

B. Contractor will **INDEMNIFY, DEFEND, AND HOLD HARMLESS** University, its Board of Trustees, officers, employees, agents, representatives, and volunteers from and against any and all liability, claims, demands, or on account of injury, loss, damage, or expense, including defense costs, court costs, and attorneys fees, which arise out of or are in any manner connected with this Contract, if such injury, loss, damage, or expense is caused or is claimed to be caused in whole or in part by the act, omission, error, mistake, negligence, or willful act of Contractor or its agents, subcontractors, or employees.

C. The obligations of the immediately foregoing paragraph will not extend to any injury, loss, damage or expense that is caused solely by the act, omission, or other fault of University, its Board of Trustees, officers, employees, agents, representatives, or volunteers.

D. During the term of this Contract, Contractor agrees to obtain and maintain insurance issued by a company authorized to provide insurance in Texas, in the following kinds and amounts:

1. Standard worker's compensation and employer liability, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment with Employer's Liability Limits of:

$1,000,000 each accident
$1,000,000 disease policy limit
$1,000,000 disease each employee;

2. Commercial General Liability with:

   $1,000,000 per occurrence
   $2,000,000 general aggregate
   $2,000,000 products/completed operations aggregate
   $100,000 fire damage
   $5,000 medical payment;

3. Commercial Automobile: $1,000,000 Combined Single Limit Liability including hired and non-owned; and
4. Commercial Umbrella/Excess Liability with $1,000,000 limit.

E. Contractor will include University as an additional insured on all policies other than worker's compensation, and the policies will include a waiver of subrogation in favor of University. All policies of insurance required of Contractor will be primary and non-contributory with any other insurance and/or self-insurance carried by University. Contractor will provide written evidence in advance that such policies are current and in effect. The policies will include provisions preventing cancellation without 30 days prior notice to University by certified mail.

F. The contact for Contractor is: _____
_____
_____

III. <u>University's Obligations</u>.

A. In consideration for the work and services described above, University will:
_____
_____
_____

B. The contact for University is: _____
_____
_____

IV. <u>Default and Remedies</u>. Upon the failure by either party to perform as specifically described herein, the non-defaulting party will have (1) all remedies afforded by law and in equity and (2) the right to terminate the Contract upon written notice of the default.

V. <u>Miscellaneous</u>.

A. Contractor and any persons employed by Contractor to perform Contractor's obligations under this agreement will be independent contractors and not agents of University. Any provision in this Contract that may appear to give University the right to direct Contractor as to details of work or to exercise a measure of control over the work mean that Contractor will follow the directions of University as to end results of the work only.

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B. As an independent contractor, Contractor and its employees are not entitled to Workers' Compensation benefits except as may be provided by Contractor, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Contractor or some other entity. Contractor is obligated to pay all federal and state income tax on any money earned or paid pursuant to this Contract.

C. Contractor's work under this Contract is "work for hire" for purposes of the copyright laws of the United States and any foreign countries, and title to any subject copyright will vest with University.

D. Neither party has the right to assign this Contract without the prior written consent of the other party.

E. Both parties will comply with all applicable state and federal laws.

F. This Contract constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.

G. The laws of Texas will govern this Contract, and the Texas state courts will have jurisdiction over its subject matter.

H. Any notice required under the Contract will be in writing and may either be given by personal delivery or sent by regular mail addresses to the contacts for the parties.

I. Contractor is aware of University's policy prohibiting the consumption or use of alcoholic beverages or tobacco on the campus of University and will comply with this policy.

J. The individuals signing below on behalf of the parties hereby represent and warrant that they are duly authorized to execute and deliver this Contract on behalf of the parties and that this Contract is binding upon the parties in accordance with its terms.

EXECUTED this _____ day of _____ 20___.

CONTRACTOR: Abilene Christian University:

By: _____   By: _____

    _____   _____

    _____   _____

INSTRUCTIONS

In regard to the name of the Contractor, please make sure that you use their full legal name.

In regard to the "Term" section, the end of the term can be on a certain date or upon a certain event, e.g., completion of the project. You may also want to include the following sentence for flexibility, unless it is better for the University to bind Contractor to the full term: "The Agreement may be terminated earlier by either party upon ___ days prior written notice to the other party."

In regard to the University's and Contractor's obligations, please fully describe what, when, and how the parties are to perform.