



University of West Georgia Standard Engagement Agreement/Contract

This Standard Engagement Agreement/Contract (the "Agreement") between: _____, **the Supplier** ("Supplier", "Artist", "Performer", "Organization", "Speaker", "Lecturer", or "Consultant") and **the University of West Georgia, an institution of higher education and instrumentality of the State of Georgia (the "Purchaser")**. To the extent that any of the terms and conditions contained in any other addendum or rider attached thereto by or on behalf of the Supplier conflict with any of the terms of this Agreement, the parties agree that the terms contained in this Agreement will control, notwithstanding any provision in the Agreement to the contrary.

The undersigned Supplier and Purchaser agree to the following terms and conditions for the engagement herein described below:

- 1. **Name under which Supplier operates:** _____
- 2. **Supplier FED ID or SS #:** _____
- 3. **Name of Purchaser:** University of West Georgia
- Address:** 1601 Maple Street
- City, State Zip:** Carrollton, GA 30118
- 4. **Date of Agreement:** _____
- 5. **University of West Georgia Contact:** _____
- 6. **Agreed price for engagement:** \$ _____
- 7. **Payment Method: (PO or Check Request)** _____
- 8. **Type of Event/Engagement/Performance:** _____

- 9. **Engagement Date(s):** _____
- 10. **Engagement Location:** _____
- 11. **Length of Engagement:** _____ **Arrival Time:** _____
- 12. **Show Time:** _____ **Rehearsal Time:** _____
- 13. **Personnel Reports to:** _____
- 14. **If riders are to be a part of this agreement indicate below:**
 Purchaser: Supplier: Agent:
- 15. **Additional agreement provisions:** _____

- 16. **Is Supplier currently employed by any Board of Regent Institution?** _____ **Yes** _____ **No**
 - If yes to #16, hiring department needs to contact Human Resources for guidance and payment process.
- 17. **Is Supplier currently an enrolled student at UWG?** _____ **Yes** _____ **No**
 - If yes to #17, hiring department needs to contact Human Resources for guidance and payment process.

Contractual Relationship: It is understood that the Supplier(s) executes this agreement as an independent Supplier and is not an employee of the Purchaser and that Supplier(s) shall have the exclusive control over the means, method and details fulfilling his obligation under this contract, except for performance time(s) minimum and maximum of act.

Insurance: Supplier(s) agrees to perform and discharge all obligations as an independent Supplier under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to Social Security laws, Workman's Compensation Insurance, Income Taxes, State Employment Insurance taxes or contributions. Public Liability Insurance and Supplier(s) will hold purchaser harmless against any such laws as well as against all Union claims for welfare payment.

Infringement Clause: Supplier(s) represent that in performing their acts under the terms of this contract, they are not infringing on the property right, copyright, patent right or any other right of anyone else; and if suit is brought or a claim is made by anyone, that anything in conjunction with the ownership or the presentation of said act or appearance, is an infringement on the property right, copyright, patent right, or any other rights. Supplier(s) will indemnify the Purchaser against any and all loss, damage cost, attorney fee or other loss whatsoever by reason of Booking Agency permitting or allowing the presentation of the act or attraction called for herein.

Inclement Weather: In the event of inclement weather and the University cancels the event, the Supplier and University will agree to reschedule event within one year of the original contracted date for the original contracted price.

Governing Law: This agreement shall be governed by the laws of the state of Georgia.

Background Checks: The Supplier shall perform security clearance background checks on all Supplier's officers, agents, employees, assigned to have access to the University's premises. The University reserves the right to immediately remove any individuals. The University reserves the right to require additional background checks be made on any of Supplier's officers, agents, employees assigned to have access to the University's premises.

Suppliers maintain full responsibility for the actions of their employees and will be fully responsible for enforcing and implementing an appropriate background check requirement which conforms to State, Federal, Local and USG Guidelines. The vendor will review the results of the background check. The institution should not receive the results of these checks, but only employees that have passed background check should be assigned. The Supplier will indemnify the institution against the actions of Supplier employees.

Sexual Harassment Prevention: The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, Suppliers, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its Suppliers and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other Suppliers of the State in a professional manner that contributes to a respectful work environment free from sexual harassment. Pursuant to the University of West Georgia's Non-Discrimination and Anti-Harassment Policy (the "Policy"), all Suppliers who are on premises or who participate in any University program or activity must comply with the Non-Discrimination and Anti-Harassment Policy.

If Supplier has employees and subcontractors that are on University premises or participate in any University program or activity, Supplier certifies and ensures that such employees and subcontractors have received, reviewed, and agreed to comply with [UWG PL 4002, Non-Discrimination and Anti-Harassment Policy](#).

USG Ethics Policy: Supplier shall comply with the University System of Georgia Board of Regents Ethics Policy (Board Policy 8.2.18). The University prohibits any form of discrimination, harassment or retaliation against or by any member of the faculty, staff, administration, student body, volunteers, or visitors based upon race, color, religion, sex, national origin, age, whistle-blower status, disability, gender identity or expression, genetics, or any other characteristic protected by state or federal law. Supplier and Supplier's employees will be required to know and adhere to the Title IX policy. To review the USG Ethics Policy in its entirety, click on the following link: https://www.usg.edu/policymanual/section8/C224/#p8.2.18_personnel_conduct.

Force Majeure: Notwithstanding any other provision herein, in the event that performance of the Agreement shall be prevented or

delayed by an act of God, physical disability, or any other cause beyond reasonable control, the parties will be relieved of their obligations with respect to performance. This includes any declaration of emergency at the state or national level which directly impacts the performance of the Agreement. In addition, this section includes guidance by the World Health Organization and/or Centers for Disease Control and Prevention regarding any state, national or worldwide health emergency.

Indemnification: Supplier agrees to indemnify, defend and hold harmless the University and the Board of Regents of the University System of Georgia, and each of their respective officers, directors, employees and agents from and against all liability, claims, actions, causes of action, suits, demands, damages, judgments, costs, losses and expenses, including reasonable attorney's fees, to which any of the above-named parties may be subject, including, but not limited to, any claim for any injury to, or the sickness or death of, any person or persons, or for damages to property or otherwise, arising from, connected with or related to the purchase of good and services from Supplier.

Open Records Clause: Notwithstanding anything contained herein, the parties acknowledge that the University of West Georgia is required to comply with Georgia's Open Records Act (O.C.G.A. § 50-18-70 et seq.) with respect to the inspection of all public records not specifically exempted under such Act. The parties agree that a disclosure by the University of West Georgia pursuant to such Act shall not be a violation of the provisions of this Agreement.

Funding Clause: Notwithstanding any other provision of this Agreement, the parties hereto acknowledge that University of West Georgia, as an agency of the State of Georgia, is prohibited from pledging the State's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of University of West Georgia as of that moment. University of West Georgia shall remain obligated to pay for Services performed and accepted by University of West Georgia prior to such termination. The determination of University of West Georgia of the events stated above shall be conclusive.

Clery Act Statement: If Supplier is providing a physical security related service, when Supplier's personnel are working on University of West Georgia (University) owned, leased, or controlled properties, they are considered Campus Security Authorities by a Federal Law, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). As such, any employee of the company who works at any location that is owned, leased or controlled by the University is required to immediately report any crime reported to him/her to the reporting structure of the institution, which is the University Police Department. The Supplier must add this requirement to the Standard Operating Procedures that are read by the officers and supervisors who work on University owned, leased or controlled properties. Additionally, Supplier must promptly share documentation of all incidents of crime reported to or observed by Supplier's employees while working for the University to assist the University in meeting the records retention requirements of the Clery Act.

Clery Act Notice: The Annual Security & Fire Safety Report is available online at <https://www.westga.edu/cleryact>.

The report contains information regarding campus safety and security including topics such as: campus law enforcement authority; crime reporting policies; campus alerts (Timely Warnings and Emergency Notifications); fire safety policies and procedures; programs to prevent dating violence, domestic violence, sexual assault and stalking; the procedures the University will follow when one of these crimes is reported; and other matters of importance related to security on campus. The report also contains information about crime statistics for the three most recent calendar years concerning reported crimes that occurred on campus; in On-Campus Student Housing Facilities; in Non-campus buildings or property owned or controlled by the University or a recognized student organization; and on public property within, or immediately adjacent to and accessible from, the campus. The report also contains fire statistics for any fires occurring in an On-Campus Student Housing Facility during the three most recent calendar years.

If you would like to receive a paper copy of the Annual Security & Fire Safety Report, please email clery@westga.edu.

Additional Terms:

- The Supplier is required to ensure that employees adhere to the Campus Carry law. Please refer to [UWG PL 7003, Weapons on Campus and associated procedures](#).
- The University operates in a smoke free environment. Please refer to [UWG PL 7006 associated procedure, Tobacco and Smoke-free Campus](#).
- The Supplier shall inform his/her employees that UWG is a state educational facility and is covered under the Drug Free Work Place Act - O.C.G.A. Sec. 50-24 (1990 H.B. No.9). Any contract employee found on campus in possession of controlled substances will be prosecuted.
- Supplier's employees shall not consume alcohol while on University premises, and shall not be under the influence of alcohol while working. Please refer to [UWG PL 7006, Alcohol and Tobacco on Campus](#).

The Purchaser, in signing this contract warrants that he/she signs as a properly authorized representative of the institution and does not assume any personal liability for meeting the terms of the agreement. See the [Delegation of Authority Matrix](#) for Authorized Signers.

SUPPLIER: _____
Address: _____
Phone: _____

PURCHASER: University of West Georgia
Department: _____
Address: 1601 Maple St, Carrollton, GA 30118

Authorized Signature (Supplier)

Authorized Signature (UWG Purchaser)

Printed Name

Printed Name

Date

Date

Title

Title