

**SAINT LOUIS UNIVERSITY
STANDARD SERVICES AGREEMENT**

This Agreement, ("Agreement"), is made and entered into this _____ day of _____, 200__ by and between Saint Louis University, ("the University"), a Missouri nonprofit corporation, whose principal address is 221 North Grand Avenue, St. Louis, MO 63103 and _____, ("Provider") an Independent Contractor and Sole Proprietorship Partnership Professional Corporation Corporation LLC Sole Proprietor LLC Partnership LLC Corporation Other _____ of the state of _____, whose principal address, phone and facsimile is _____.

In consideration of the covenants and conditions contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Services To Be Performed.** Provider shall perform the services and provide all materials, tools and supplies applicable to the provision of such services (collectively, "the Services") which are more particularly described in Exhibit A, attached hereto and incorporated herein.

2. **Terms of Payment.** Following completion of the Services and compliance with all terms and conditions contained herein, the University shall pay to Provider the sum of \$_____ or if left blank, as more fully set forth in Exhibit A, attached hereto and incorporated herein. All taxes and insurance (including worker's compensation insurance, if applicable) of any kind whatsoever are the sole responsibility of Provider. Should any breach of this contract by Provider whatsoever occur, no payment shall be due or owed by the University, and the Provider shall be liable for any and all damages suffered and / or incurred by the University for such breach of contract. If applicable, Provider shall utilize the University's tax exempt status to purchase any goods or materials to be used solely in connection with Provider's provision of Services herein. Time is of the essence in performance under this Agreement. Provider agrees to provide University with a completed standard IRS form W-9 prior to receiving payment from University. Provider is not obligated to provide additional W-9's to University once an original is on file unless Provider's legal reporting status has changed.

3. **Termination.** This Agreement may be terminated may not be terminated (if neither is indicated, "may be terminated" shall apply) without cause by the University upon ten business days written notice to Provider. In the event of a default, this Agreement may be terminated by the non-defaulting party if the other party shall default in the performance of any material obligation under this Agreement and such default shall not have been cured within fifteen (15) days after written notice to cure such default.

4. **Indemnification and Insurance.** Provider shall release, indemnify, and hold the University, its trustees, officers, employees, students and agents harmless from any and all actual or threatened liabilities, claims, suits, actions, damages, settlements and expenses incurred by or claimed against the University, including reasonable attorney's fees, arising out of Provider's breach of this Agreement, injuries to persons or damages to property in connection with Provider's provision of the Services, Provider's activities and use of the University's facilities or equipment, whether from an occurrence at the property of the University itself, during such use, before or after such use, going to and from such use in or about available parking areas, or otherwise, and NOTWITHSTANDING ANY NEGLIGENCE THAT MIGHT BE ALLEGED AGAINST, OR ATTRIBUTED TO THE UNIVERSITY OR ANY PERSON INDEMNIFIED HEREUNDER. Provider further agrees to pay any court costs or attorney's fees incurred or paid by the University to enforce any obligation imposed under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL THE UNIVERSITY'S LIABILITY FOR ANY DAMAGES WHATSOEVER EXCEED THE VALUE OF THE SERVICES SPECIFIED IN THIS AGREEMENT.

When checked and or when the total value of the Services as set forth in Section 2 above exceeds \$10,000, Provider shall maintain comprehensive liability insurance, through a reputable carrier with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. Provider will name the University as an additional insured and provide the University with satisfactory proof of insurance prior to providing Services. Provider shall immediately notify the University in writing of any lapse, cancellation or modification of the insurance coverage required herein. The terms and conditions of this Section shall survive expiration, termination and /or cancellation of this Agreement.

General Terms and Conditions

Laws, Rules and Regulations. Provider agrees to abide by all policies, rules, and regulations promulgated by the University and all laws, ordinances, rules, orders and regulations of federal, state and municipal governments

(including without limitation those laws pertaining to Provider maintaining its status as an independent contractor) which are applicable in any way to the provision of the Services by Provider and / or the use of

University property. Provider acknowledges it has received, read and understands the University's rules and regulations and any violation thereof shall constitute a material breach of this Agreement. Any Provider travel associated with the Services shall be in accordance with University travel policies. All hotel accommodations shall be at the University's Water Tower Inn.

Control. Provider retains the sole and exclusive right to control or direct the manner or means by which the Services described herein are to be performed. The University retains only the right to control the ends to insure its conformity with the terms and conditions specified herein. This Agreement does not create any agency, employment, joint employer, joint venture or partnership between Provider and the University. Neither party will have the right, power or authority to act for the other in any manner whatsoever.

Governing Law. This Agreement shall be governed by the laws of the State of Missouri. The parties hereby irrevocably consent to the jurisdiction of any Missouri State or United States court, located in St. Louis, Missouri, for purposes of enforcement of this Agreement. This provision shall survive if this Agreement is adjudged void or should be canceled, annulled or terminated.

Force Majeure. If either party is unable, by force majeure, to perform its obligations under this Agreement, that party shall be excused from the inception of any such inability. The term "force majeure," shall mean any act, event, cause or occurrence rendering a party unable to perform its obligations, which act is not within the reasonable control of such party. In no event shall either party be liable to the other for incidental, consequential or any other damages resulting from an act of force majeure.

Audit. When the total value of the Services exceeds \$10,000, Provider shall retain full, accurate and complete accounts and records in connection with the Services for a period of two (2) years, which may be copied and /or audited by the University or the University's representative at any time during regular business hours upon twenty-four hour's notice to Provider.

Saint Louis University:

By: _____

Printed Name: _____

Title: _____

Assignment. This Agreement may not be assigned by Provider without the written consent of University. Any use of agents, sub-agents, subcontractors and the like by Provider must be approved in advance, in writing, by the University.

Amendments. This Agreement may not be amended by either party, except by a written amendment executed by a duly authorized representative of each party.

Drafted By Counsel To The University. This document was drafted by counsel to the University and shall not be interpreted in any manner to provide representation or counsel to Provider. Both parties acknowledge and represent that this Agreement is a result of an arm's length negotiation and any ambiguity that may arise now or in the future shall not be construed against the drafter in favor of Provider.

Notices. Any notices pursuant to this agreement shall be sent by U.S. first class mail to the addresses set forth above, or to such other addresses as either party may designate to the other in writing. Delivery of any notice will be deemed to be effective five days after mailing, or on the date delivered if personal delivery.

Severability / Waiver. Should any provision in this Agreement be adjudicated void or illegal, all other provisions shall continue in full force and effect and remain binding upon the parties. Failure by either party to enforce one or more of the provisions contained herein shall not be deemed or construed to constitute a waiver of default or waiver of any other violation or breach of any of the terms contained herein.

Integration. This Agreement supersedes any and all other and past agreements, either oral or written, and contains the entire agreement of the parties.

Conflicts. In the event a conflict arises between the terms and conditions set forth in the main body of this Agreement and Exhibit A, attached hereto or any other attachment, the terms set forth in the main body of this Agreement shall control over Exhibit A and Exhibit A shall control over any other attachment hereto.

Provider:

By: _____

Printed Name: _____

Title: _____

FID / SSN: _____

Exhibit A

Detailed Description of Services to be Performed: _____

Location of Services: _____

Date and Time of Performance: _____

Date and Time of Completion: _____

Other Terms and Conditions: _____

[] *Additional Pages Related To Services Are Attached.*

[] *Standard University Additional Terms Addendum Attached.*

IF SERVICES INVOLVE WORK ON ANY UNIVERSITY PROPERTY: Provider represents and warrants that it will maintain the Property of the University free and clear of all mechanics' and materialmen's liens. Provider agrees that, in case any liens should hereafter be filed against the University's property which are related to this Agreement in any way whatsoever, then such liens so filed shall be released of record by Provider within ten (10) days of Provider's notice of the same, or, in the event Provider contests such lien(s), Provider shall post a bond sufficient to stay enforcement of the liens.

TO BE COMPLETED BY UNIVERSITY DEPARTMENT FOR INTERNAL USE ONLY:

University Contact Name: _____

Phone: _____

University Department: _____

Dept. Approver's Initials: _____