



Massachusetts Institute of Technology

MIT Student Group Contract

Contracts for Services

All student groups planning on utilizing a service of a person or company outside of their group should utilize an MIT Student Group Contract. Contracts are an important way for you to protect yourself, your group, and the Institute from possible liability resulting from an event. Contracts also serve as a standardized method of outlining what services a contractor will provide to you or your group and the agreed upon remuneration.

Common examples on contracted services include: DJs, dance instructors, performers, musicians, amusements & games, bartending services or caterers, and many more.

Important tips on Contracts

- DO NOT SIGN any contracts or agreements on behalf of MIT. Your signature does not represent the Institute and all liability will fall on the unauthorized signatory.
- The MIT Student Group Contract is effective immediately upon signature by the contractor. This standard contract does not require a signature by MIT personnel.
- Should an outside organization require their own outside contract, please allow at least **ten business days** for an MIT signature. Examples typically include hotels, conference sites, established performers, etc. Contracts may require additional time for negotiation, so please begin this process as soon as possible.
- Contracts can be used as documentation for voucher check requests through the Student Activities Finance Office (SAFO).
- Never agree to a deposit prior to an event or performance. Some exceptions may be made – see SAO staff for assistance. Payment should be given to a performer just prior to or just after an event. Be sure to allow **five business days** for check processing.
- For your convenience, you may have the service provider fax the contract to the Student Activities Office at 617-253-8391 with attn: to your student group.
- Vendor ID Process: Please note that if we have not paid a vendor or if their information has changed, it will take a few extra days to create a vendor ID. Please allow time for processing when submitting a voucher for payment.

Please contact the Student Activities Office in W20-549 with any questions regarding contracts. Involving MIT staff early in the planning process will make it easier to address any concerns that may arise.



Massachusetts Institute of Technology

MIT Student Group Contract
Page 1 of 4

1.) Student Group Information

Student Group Name: _____
Student Contact: _____
Contact's Email: _____

2.) Contractor Information

Company/Organization Name: _____
Contact Name: _____
Permanent Address: _____
Phone: _____
Email: _____
Fax: _____
Federal Employer ID # OR Social Security #: _____

Is the contractor presently affiliated with MIT?

Employee/Faculty

Full-time student

Part-time student

No current MIT affiliation

3.) Event Logistics

Type of Event: _____
Event Location: _____
Brief Event Description: _____

Set-Up Requirements and Equipment Needs (examples include tables, chairs, podium, microphones, electricity, staging, food/beverage, etc.)

Event Date/Period of Service

Date(s): _____

Event Time: _____

Equipment Set-up Time: _____

Disassembly or Pick-up: _____



Massachusetts Institute of Technology

MIT Student Group Contract
Page 2 of 4

4.) Services Provided by Contractor (please describe)

Catering _____
Bartending _____
Entertainment _____
Equipment Rental _____
Other Service _____

5.) Compensation

Compensation rate: _____
Additional fees (please explain): _____
Travel/Lodging: _____
Total cost for services: _____

If services are recurring:

Start date: _____ End date: _____
Breakdown per lesson or event: _____

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

Indemnification

Contractor [and Agent] shall indemnify [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.

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, 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



Massachusetts Institute of Technology

employees while engaged in preparing for, or presenting, the Event, (b) automobile liability insurance with minimum limits of liability of \$1,000,000 each occurrence, (c) umbrella or excess

MIT Student Group Contract

Page 3 of 4

Insurance (continued)

liability insurance in excess of each of the above policies with a limit of liability of \$5,000,000 and (d) workers compensation insurance in statutory amounts. 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, its governing board, officers, and employees named as additionally insured therein. All insurance is to be in the full legal name of the contracting party.

****Insurance can be waived if Student Group is paying performer less than \$2,000.**

Relationship of Parties

The name 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 Institute 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.

Legal Compliance

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

Security

MIT Campus 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 Environmental 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.



MIT Student Group Contract
Page 4 of 4

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. 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, or acts of God, beyond the 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.

Signature of Contractor: _____

Printed Name & Title: _____

Date: _____

****This contract is effective immediately upon signature by the contractor.**