



Springfield College

STANDARD ENGAGEMENT AGREEMENT

This Standard Engagement Agreement (“Agreement”) is made and entered into between Springfield College (“College”) and the party identified in Section 1 below (“Payee”). This Agreement sets forth the terms and conditions for an engagement of professional services rendered by Payee.

1. Payee Information:

Payee’s Name: _____

Payee Type: Individual Corporation Partnership Other

Address: _____

Payee Contact Person: _____ Telephone Number: _____

2. College Sponsoring Office Contact Information

Contact Name: _____ Telephone Number: _____

Address: _____

3. Terms and Conditions: Description of Service (or attach scope of service)

Date(s) of Service: _____

If applicable: Time of Service: _____ Arrival Time: _____ Performance Length: _____

Location of Services: _____

Location Set-up Requirements (if any): _____

College is not responsible to provide any equipment not specifically stated in this Agreement. If equipment is rented and goes unused by the Payee the Payee will be responsible for all rental costs of the equipment.

Fee for Services \$ _____

Reimbursable Expenses (if any) \$ _____

Additional Cost per Hour \$ _____ (if applicable and requested by Springfield College)

Total Cost \$ _____

4. **PAYMENT.** The Total Cost referenced in Section 3 above represents the entire financial obligation of College under this Agreement or otherwise for the services provided herein. College will pay the Total Cost promptly following Payee's performance of services.
5. **FORCE MAJEURE.** This Agreement is subject to proven detention by sickness, accidents, riots, labor disputes, strikes, epidemics, acts of nature, or other legitimate conditions beyond Payee's or College's control. Neither Payee nor College will be responsible for terms of this Agreement as a result thereof.
6. **INDEPENDENT CONTRACTOR.** Payee is an independent contractor and is not an employee of College. Payee understands and agrees that because Payee is an independent contractor, College will make no deductions from payment hereunder on account of federal, state or local income tax, Social Security or Medicare Tax, unemployment tax, or the like. Payee is solely responsible for payment of all governmental obligations including any and all assessed penalties and interest arising in connection with Agreement.
7. **PERFORMER TAX. APPLICABLE ONLY IF THE TOTAL COST IS OVER \$10,000.** The College will deduct from Payee payment, and submit to the Commonwealth of Massachusetts, any applicable performer tax in compliance with Massachusetts Withholding Taxes on Performers and Performing Entities. Payee applying for a reduction or waiver of withholding tax on performers must submit the applicable request form to the Massachusetts Department of Revenue at least 10 business days before the scheduled event.
8. **INDEMNIFICATION.** Payee shall at all times indemnify and hold harmless College from and against any and all third party claims, damages, liabilities, costs, and expenses, whether in contract or tort, arising out of personal injury, including death, or property damage, sustained in whole or in part as a result of or arising out of any negligent and/or intentional acts or omissions of Payee in the performance of services under this Agreement.
9. **INSURANCE. UNLESS** this a **SPEAKING ENGAGEMENT**, Payee must provide a certificate of insurance in accordance with this section which names College as an additional insured as to liability and property damage in the minimal amount of \$1,000,000.00. If there are any questions regarding if insurance is necessary, contact the Purchasing Office at (413) 748-3641.
10. **CANCELLATION CLAUSE.** College may cancel this Agreement without penalty upon thirty (30) days written notice to Payee.
11. **GOVERNING LAW.** The provisions of this Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the Commonwealth of Massachusetts. The parties agree that the exclusive forum for any dispute concerning this Agreement shall be the state courts of Massachusetts, and/or the appropriate federal venue in Massachusetts.
12. **NOTICE.** Any notice, request, or other communication required to be given under this Agreement shall be in writing. Except as changed by notice in writing to the other party, notice shall be delivered to the respective party's address provided herein.
13. **ASSIGNMENT.** Payee may not assign its obligation under this Agreement without the prior written consent of College.
14. **RIDER.** This Agreement and any attached rider(s) must be signed by Payee and College to be effective.
15. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire Agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding except to the extent incorporated in this Agreement. This Agreement may only be altered, changed, or amended by an instrument in writing signed by College and Payee.
16. **EFFECTIVE DATE.** This Agreement shall be effective as of the last signature date below.

AGREED TO AND ACCEPTED BY:

PAYEE

SPRINGFIELD COLLEGE

Signature: _____

Signature: _____

Department Authorized Signatory

Print Name: _____

Signature: _____

Controller or Controller's Designee

INSTRUCTIONS (Note: scanned/email signatures are acceptable):

SC Sponsoring Office:

1. Complete this Agreement and send to Payee.
2. If a current IRS Form W-9 is on file in the Purchasing Office (if we have paid this Payee previously) please check here: _____. If you are not sure contact Purchasing at x3641.

Payee:

1. If #2 above is *not checked* complete an IRS Form W-9, available at www.irs.gov/pub/irs-pdf/fw9.pdf
2. If required (*see* Section 9 on Page 2), request a certificate of insurance from your insurance agent.
3. Sign and return the Agreement (and completed W-9, and certificate of insurance, if applicable) to your Springfield College contact.

SC Sponsoring Office:

1. Upon receiving the Agreement from Payee, obtain the Department's Authorized Signature and then submit this Agreement (and W-9 and Certificate of Insurance, if applicable) to the Purchasing Office for processing.
2. This form will also serve as the check request for one-time events/payments. Please provide

Account number to be charged: _____

Payment will not be rendered until after the date of the event, unless otherwise requested. If the event does not occur after the submission of this Agreement, the Sponsoring Office is required to contact Accounts Payable at (413) 748-3056 to stop payment.

Special payment requests: _____

If this Agreement covers multiple dates and payments, you will need to complete a purchase order and submit along with this Agreement.

For Use by Accounts Payable only:

Vendor ID _____ Pay Date: _____

Group # _____ 1099: _____