

# MIT Student Group Contract Page 1 of 4

Student Group Information			
Student Group Name:MIT Women's Volleyball Club Student Contact:Kayla Ngan Contact's Email:kngan@mit.edu			
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			
Event Logistics			
Type of Event: Volleyball Tournament 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:			



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D			
$\mathbf{E}_{\mathbf{I}}$	itertainment		
E	quipment Rental		
O	ther Service Referee Serv	ice	
С	ompensation		
C	ompensation rate:	\$160 base	
Α	dditional fees (please explain):		
$T_1$	ravel/Lodging:		
T	otal cost for services:		
If	services are recurring:		
St	art date:	End date:	
R	reakdown per lesson or event:		

### 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



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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

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# 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.



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### 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.