

COLUMBUS STATE UNIVERSITY

(GENERAL SERVICES AGREEMENT)

This General Services Agreement, by and between THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, BY AND ON BEHALF OF COLUMBUS STATE UNIVERSITY ("UNIVERSITY"), and _____ ("CONTRACTOR"), is entered into and becomes effective on the date it is fully executed by all parties, together with all riders and addenda attached hereto, and provides, as follows:

Primary Terms and Conditions

CONTRACTOR will perform the following:

- On _____, 2018, CONTRACTOR will perform the following services:

**SEE INSTRUCTIONS FOR
COMPLETING CONTRACT ON LAST
PAGE**

UNIVERSITY will perform the following:

- In exchange for the above-noted services by CONTRACTOR, UNIVERSITY will provide the following:

**DO NOT OBLIGATE CSU TO DO
ANYTHING THAT WOULD
REQUIRE CAMPUS SERVICES'
INVOLVEMENT WITHOUT
AUTHORIZATION FROM STEVE
MORSE!!!**

Mandatory Terms and Conditions
(these conditions cannot be changed or amended without approval of OGC)

1. **TECHNICAL RIDERS:** Technical riders shall be negotiated and expressly agreed upon as part of the Contract. Riders that are not specifically agreed to by the University are null and void and not enforceable against the University.
2. **STATE LAWS:** The validity, construction, and effect of this Contract shall be governed by the laws of the State of Georgia.
3. **INDEPENDENT CONTRACTOR:** CONTRACTOR and his/her representatives are independent contractors and are not employees of UNIVERSITY.
4. **LIMITATION OF TERMS:** The Contract and Addendum contains the complete understanding of the parties and cannot be amended, supplemented, modified or rescinded except by a writing signed by all parties to the Contract.
5. **FORCE MAJEURE:** The parties' obligation to perform the Contract shall be excused, and the Contract shall be deemed rescinded, if CONTRACTOR's engagement is rendered impossible or infeasible as a result of illness, death or injury to CONTRACTOR; accident; fire; riot or other manifestation of civil disorder; an act, rule or regulation of any public authority or court; an act of God; or any other event beyond the reasonable control of either party which would preclude the performance.
6. **INABILITY TO PERFORM:** If CONTRACTOR arrives prior to the scheduled performance under the influence of intoxicating beverages, narcotics or drugs, and, as a result thereof, in the opinion of UNIVERSITY, CONTRACTOR cannot render said performance within the reasonable expectations of UNIVERSITY, then such condition shall be a breach of this Contract by CONTRACTOR.
7. **DEPOSITS:** Unless otherwise specified in the Agreement, UNIVERSITY will not make any advance payments or deposits prior to the completion of services contracted for herein.
8. **TRANSPORTATION & LODGING:** Unless otherwise specified in the Contract, all transportation and lodging shall be the sole responsibility of CONTRACTOR.
9. **JURISDICTION AND VENUE:** In the event that any litigation or other legal proceedings shall arise under or in connection with this Contract, such litigation or other legal proceeding shall be conducted in the state courts located within Fulton County, Georgia. Furthermore, CONTRACTOR consents to jurisdiction and venue in the state courts in Fulton County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
10. **DELAY OF PERFORMANCE:** UNIVERSITY reserves the right to prorate and/or adjust the cost of the services contracted for herein, or to terminate this Contract if the commencement of CONTRACTOR's engagement is unduly delayed due to the fault of CONTRACTOR and/or any of their agents and/or representatives.
11. **STATEMENT OF NON-DISCRIMINATION:** The parties mutually agree that in the performance of the Contract they will not discriminate or permit discrimination against any person or group of persons on the basis of gender, disability, race, color, religion, national origin, or in any other manner prohibited by the laws of the United States or the State of Georgia or the policies of COLUMBUS STATE UNIVERSITY.
12. **INDEMNIFICATION OF UNIVERSITY:** CONTRACTOR agrees to release, hold harmless, and indemnify UNIVERSITY, its agents and representatives from any and all claims, demands, actions, damages, liability, costs and expenses of any kind arising out of the subject matter of the Contract to the extent such lawsuits, claims, demands, actions, damages, liability, costs and expenses arise as a direct result of the CONTRACTOR'S negligent acts, omission or breach of this Contract.
13. **INSURANCE:** In the event the CONTRACTOR, its employees, agents or subcontractors, enter premises occupied by or under the control of the UNIVERSITY in the performance of this Contract, CONTRACTOR

agrees that it and its subcontractors will maintain public liability insurance against any liability, damage, claim or demand in any way arising out of or in connection with its occupancy and/or use of UNIVERSITY facilities, with limits of not less than \$1,000,000 for all damages arising out of bodily injuries or death and a limit of not less than \$1,000,000 for all damages to or destruction of property in any one incident. The indemnity obligations of the Seller under this paragraph shall survive termination of this Contract. UNIVERSITY is self-insured through the State of Georgia Department of Administrative Services, which provides worker's compensation, employee liability, and tort claims coverage.

14. **BACKGROUND INVESTIGATION.** CSU requires that a criminal background investigation be made of any and all CONTRACTOR'S personnel utilized to provide Services to the State. CONTRACTOR represents and warrants that CONTRACTOR shall refrain from assigning personnel to any task under this Contract if such investigation reveals a felony conviction in the prior six (6) years, or otherwise reveals a disregard for the law or other background that indicates an unacceptable security risk to CSU. CONTRACTOR's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out CONTRACTOR's responsibilities under the Contract. Such access may be terminated at the sole discretion of the State. CONTRACTOR shall provide prompt notice to CSU of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege.
15. **PROPRIETARY INFORMATION:** CONTRACTOR acknowledges that in order to perform the Services called for in this Agreement, it may be necessary for CSU to disclose to CONTRACTOR certain Proprietary Information developed by CSU. CONTRACTOR agrees that it shall not disclose, transfer, use, copy, or allow access to any such Proprietary Information to any employees or to any third parties excepting those who have a need to know such Proprietary Information in order to allow CONTRACTOR to perform the Services, and who have executed a nondisclosure agreement consistent with the provisions hereof.
16. **CONFIDENTIAL INFORMATION:** The CONTRACTOR'S employees, agents and subcontractors may have access to confidential data maintained by CSU to the extent necessary to carry out the CONTRACTOR'S responsibilities under the Agreement. The CONTRACTOR shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by CSU. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of CSU, either during the period of the Agreement or thereafter. Any data supplied to or created by the CONTRACTOR shall be considered the property of CSU. The CONTRACTOR must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the request of CSU. The CONTRACTOR shall immediately report to CSU any unauthorized disclosure of confidential information.
17. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:** It is understood and agreed that nothing contained in the Contract or any related contract shall require UNIVERSITY to violate any of its policies or any laws of the United States or the State of Georgia. CONTRACTOR is solely responsible for all federal and state unemployment taxes, FICA, income, and any other applicable taxes. CSU will not withhold any amount that would normally be withheld from an employee's pay and neither Contractor nor any employee of Contractor shall participate in any benefits of any sort, which CSU offers to its employees.
18. **UNIVERSITY LIABILITY:** UNIVERSITY is a state agency and, therefore, is not authorized to waive sovereign immunity and may not agree to indemnify or hold harmless another party. The only liability which UNIVERSITY may incur is that provided for by Georgia law.
19. **OTHER ACTIVITIES:** It is understood and agreed that CONTRACTOR will obtain UNIVERSITY's approval prior to participating in any presentations, activities or meetings with organizations or groups other than those described herein during the time period covered by the Contract.
20. **ADDITIONAL SPONSORS:** Before entering into this agreement, CONTRACTOR must notify UNIVERSITY of any and all additional sponsors, underwriters, or other third parties ("Sponsors") who are receiving promotional consideration from CONTRACTOR. UNIVERSITY reserves the right to limit any promotional activities which do not meet the requirements of CONTRACTOR and/or technical quality or contribute to the goals and/or mission of Columbus State University, its Department of Student Activities and/or the Board of Regents of the University System of Georgia. UNIVERSITY will not allow sponsorship from an alcohol or tobacco-related product.

21. **NON-ASSIGNABILITY:** No party shall transfer any interest in the Contract, whether by assignment or delegation, without the written consent of the other party.

22. **SEVERABILITY:** The invalidity, in whole or in part, of any provision of the Contract does not affect the validity of the remainder of the Contract.

**BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA BY AND ON BEHALF OF
COLUMBUS STATE UNIVERSITY**

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date: _____

Date: _____

INSTRUCTIONS FOR COMPLETING CONTRACT

1. Be sure to identify the CONTRACTOR in the opening paragraph.
2. **In the first highlighted section describing the CONTRACTOR's duties, please include the following information:**
 - a. Clearly state what service the CONTRACTOR will be providing to CSU.
 - b. If necessary, describe the period of time the CONTRACTOR will be expected to provide services.
3. **In the second highlighted section describing CSU's responsibilities, please include the following information:**
 - a. Clearly state the compensation, if any, CSU has agreed to pay CONTRACTOR.
 - b. Identify any additional conditions or items that CONTRACTOR will be provided by CSU (e.g., hotel accommodations, meals, travel) (payment for meals, accommodations and travel MUST comply with, and may be limited by, applicable USG and CSU procurement rules and policies.) Failure to adhere to policies may result in denial of request for reimbursement. See https://purchasing.columbusstate.edu/travel_procedures.php
4. **Requirements embedded into the contract that obligate the University to perform services that come under the jurisdiction of Campus Services, (i.e., such as equipment, lighting, staging, assembling, etc) ARE NOT exempt from the contract review process and must be approved by (1) OGC and (2) Steve Morse, Campus Services.**
5. Only the individuals below are authorized to sign contracts binding upon and on behalf of the university. Choose the individual responsible for your department. Contracts not signed by one of these individuals, or their designee authorized designee, are null and void.

Dr. Chris Markwood
Dr. Deborah Bordelon
Mr. Ed Helton
Dr. Tom Helton

Dr. Rocky Kettering
Dr. John Lester
Mr. Todd Reeser
Dr. Gina Sheeks