

## GENERAL SERVICES AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_, between Brigham Young University-Hawaii, a Utah nonprofit organization and educational institution located in Laie, Hawaii (hereinafter referred to as "BYUH") acting through its agent, \_\_\_\_\_ (hereafter referred to as "Sponsoring Department"), and \_\_\_\_\_ (hereinafter referred to as "Service Provider") located at \_\_\_\_\_.

BYUH and Service Provider agree as follows:

### 1. Engagement

BYUH agrees to engage Service Provider, and Service Provider agrees to perform services for BYUH upon the terms and conditions of this Agreement.

### 2. Services Provided

Type of Service:

Date(s) of Service:

Time:

### 3. Compensation

BYUH agrees to pay the Service Provider \$ \_\_\_\_\_ for the services to be provided. Total time is ½ hour prior to Event Start Time to ½ hour after Event Finish Time. Service Provider will invoice BYUH, (30 day net.)

### 4. Technical Requirements

The Service Provider must inform Sponsoring Department's contact person, \_\_\_\_\_ (name), in writing, of any particular needs it may have at least two weeks before the first date of service. Any needs not requested before that time must be provided for by the Service Provider's expense.

### 5. Impossibility of Performance

Neither BYUH nor the Sponsoring Department shall be held liable for the Service Provider's failure to perform due to circumstances beyond their reasonable control, including but not limited to, acts or regulations of public authorities, civil unrest, weather, labor disputes, epidemics, or disruptions or delays in transportation services.

### 6. Brigham Young University-Hawaii Standards

Service Provider agrees to cooperate with the representatives of BYUH to insure, while performing Service Provider's obligations under this agreement, that Service Provider, it's officers, employees, and representatives, shall comply with all rules and regulations established by the University, including the following:

- A. Possessions or consumption of alcoholic beverages or drugs is expressly forbidden on the BYUH campus. Smoking or other use of tobacco is also prohibited. Service Provider agrees to abide by these regulations and to enforce them upon any members of its staff.
- B. Service Provider agrees to conduct his or her activities with full regard to public safety, and will observe and abide by all applicable regulations and requests made by the University to promote such safety.

## 7. Additional Service Provider Obligations

Service Provider further agrees as follows:

- A. That it will comply with all applicable laws, ordinances and regulations of federal, state or local governmental agencies or bodies, and that it is fully licensed and authorized to perform all services required of it under this Agreement.
- B. That this Agreement is made upon the express condition that the Service Provider, recognizing the hazards and dangers inherent in the contemplated activity, agrees to assume full responsibility for all risks surrounding participation in the activity and any other activities undertaken as an adjunct to it. This includes all risks associated with personal health problems and physical or emotional limitations of the Service Provider and his or her staff. The Service Provider, for himself or herself, his or her heirs, and personal representatives, hereby fully releases BYUH, along with all of its officers, employees, and agents, from any and all liabilities, claims, demands, and actions. This release applies to any losses, expenses, or damages of any kind concerning property, personal injuries (physical or emotional), or death that may result, directly or indirectly, from activities under this Agreement. This release shall not apply where such damage or injury is primarily the direct result of a grossly negligent act or omission by BYUH or any of its officers, employees, or lawful agents, and where it is not caused in part by the negligence of the Service Provider or his or her employees and agents.
- C. That Service Provider shall indemnify and hold BYUH harmless from any claims or liabilities arising from damages to property or injury or death of any person resulting from the negligence of the Service Provider, his or her employees, or agents. This indemnification also applies to any hazards and dangers inherent in the contemplated activity that affect the Service Provider's staff, and from all costs and attorney's fees incurred by BYUH in defending such claim or action.

## 8. Miscellaneous Provisions

- A. *Termination.* At any time prior to the first date of service designated in this Agreement, BYUH may terminate this Agreement at any time or for any reason without further obligation to Service Provider.
- B. *Assignments.* No party may assign contract, grant a license, or otherwise transfer any or all of the rights or obligations arising under this Agreement without the prior written consent of the other party. Any such purported assignment, contract, license, or transfer without such prior written consent shall be null and void and shall constitute grounds for termination of this Agreement.
- C. *Attorney's Fees.* In the event that any party hereto shall be found in default or breach of this Agreement by the court of competent jurisdiction, said party shall be liable to pay all reasonable attorney's fees, court costs, and other related collections costs and expenses incurred by this non-defaulting or non-breaching party in prosecuting its rights hereunder.

- D. *Waiver.* A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.
- E. *Governing Law.* This Agreement and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such dispute.
- F. *No Partnership.* Service Provider is an independent contractor and nothing in this Agreement may be construed to create a partnership, agency, or any other form of business relationship between Service Provider and BYUH or the Sponsoring Department, other than contractual relationship described herein.
- G. *Entire Agreement.* This Agreement contains all the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties unless they are agreed to in writing by both parties.

**9. Certificate of Insurance**

Provide a Certificate of Insurance covering all general liability in the amount of \$1,000,000 with BYUH as an additional insurer to the insurance plan. In the event that the contractor(s) are unable to produce a Certificate of Insurance, it will be at BYUH’s discretion to waive this portion of the contract.

**Contractor(s)**

**Please check one of the following boxes for insurance coverage:**

Yes, we are able to provide a Certificate of Insurance.

No, we are unable to provide a Certificate of Insurance.

BYUH SAFETY & RISK MANAGEMENT	
By signing below, BYUH waives the Certificate of Insurance requirement for this contract. This waiver is granted at the discretion of BYUH and applies only to the specific terms outlined in this agreement.	
Signature:	Print Name:
	Date:
BRIGHAM YOUNG UNIVERSITY-HAWAII	SERVICE PROVIDER
Signature:	Signature:
Print Name:	Print Name:
Date:	Date:
Phone: 808-675-3675	Phone:
Fax: 808-675-3657	Fax:

Updated January 2025