



BRIGHAM YOUNG UNIVERSITY – HAWAII GENERAL SERVICES AGREEMENT

This agreement is made and entered into this _____ of _____, 20_____, between Brigham Young University – Hawaii, a Utah nonprofit corporation and educational institution located in Laie, Hawaii (hereinafter referred to as “BYU-H”) acting through its agent, _____ (hereafter referred to as “Sponsoring Department”), and _____ (hereinafter referred to as “Service Provider”) located at _____.

BYU-H and Service Provider agree as follows:

1. **Engagement**

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

2. **Service Provided**

Type of Service:

Date(s) of Service:

Time:

3. **Compensation**

BYU-H agrees to pay to 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 BYU-H nor Sponsoring Department shall be under any liability in the event that Service Provider’s failure to perform is caused due to acts or regulation of public authorities, civil tumult, weather, labor difficulties, epidemic, interruption or delay of transportation services, or any other cause beyond the reasonable control of BYU-H or Sponsoring Department.

6. Brigham Young University- Hawaii Standards

Service Provider agrees to cooperate with the representatives of Brigham Young University- Hawaii to insure, while performing Service Provider's obligations under this agreement, that Service Provider, its 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-H campus. Smoking or other use of tobacco is also prohibited. 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, does hereby agree to assume full responsibility for all of the risks surrounding participation in the activity and any other activities undertaken as an adjunct to it, and all risks associated with personal health problems and physical or emotional limitations of Service Provider and his or her staff, and for the Service Provider, his heirs and personal representative(s), does hereby fully release Brigham Young University- Hawaii and all of its officers, employees and agents, without limitation or qualification, as to any and all liabilities, claims, demands and actions which might be made by the Service Provider or his estate on account of any losses, expenses or damages of any kind concerning property or personal injuries (physical or emotional) or death which may result, directly or indirectly, from activities under this Agreement, unless such damage or injury is primarily the direct result of a grossly negligent act or omission by Brigham Young University –Hawaii or any of its officers, employees or lawful agents and not caused in part by the negligence of the Service Provider or his employees or agents.
- C. That Service Provider shall indemnify and hold the University harmless from any claims or liabilities for any damages to property or injury or death of any person arising from the negligence of the Service Provider or his employees or agents or from the hazards and dangers to Service Provider's staff are inherent in the contemplated activity, and from all costs and attorney's fees incurred by the University 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, BYU-H 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 a 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 BYU-H or the Sponsoring Department other than the 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.
8. Provide a Certificate of Insurance covering all general liability in the amount of \$ 1,000,000 with Brigham Young University-Hawaii as an additional insurer to the insurance plan.

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.

"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."

BYUH Representatives: _____

Print Name, Sign, and Date

BYU-HAWAII

By: _____
[Print Name]

[Signature]

Date: _____

Phone: 675-3675

FAX: 675-3657

SERVICE PROVIDER

[Print Name]

[Signature]

Date: _____

Phone: _____

FAX: _____