

**INDEPENDENT CONTRACTOR
AND
VENDOR SHORT FORM
AGREEMENT**

This Agreement is between Bowling Green State University, Bowling Green, Ohio 43403 (“BGSU”) and Service Provider (“Service Provider”) whose name and address are stated below:

Name: _____ Address: _____

City: _____ State: _____ Zip: _____ E-mail: _____

BGSU department contact: Name: _____ Email: _____

1.0 Scope of Services.

- 1.1 Service Provider agrees to provide the services (“Services”) and agrees to the dates as described on **Attachment A**, which is appended to and incorporated into this Agreement.
- 1.2 Service Provider agrees to provide the Services with the customary degree of care and skill needed to fulfill the contracted services.
- 1.3 Service Provider will provide the Services on the following date(s) start date: _____; end Date: _____.
- 1.4 Does this service require a license in the state of Ohio? _____ If so, list license number: # _____ and expiration date: _____.

2.0 Fees, Expenses, and Payment.

- 2.1 BGSU agrees to pay Service Provider a fee of \$ _____ for the Services.
- 2.2 Reimbursable travel and incidental expenses, if any, will be reimbursed as per BGSU policy 3341-6- 47 and are specified in Attachment A.
- 2.3 The fee will be payable upon completion of the Services and submission of a proper invoice. Reimbursable expenses will be payable upon submission of a proper invoice and any additional supporting receipts or documentation that BGSU may request.
- 2.4 The total amount (including reimbursable expenses) that BGSU will pay Service Provider under this Agreement will not exceed \$ _____.
- 2.5 Service Provider agrees to provide the Services as an independent contractor. As an independent contractor, Service Provider is solely responsible for payment of all taxes. BGSU will not deduct taxes from any payment to Service Provider.

3.0 Service Provider’s Insurance.

Required for Service Providers being paid using a Taxpayer ID Number (TIN); may be waived for Service Providers being paid using a SSN.

- 3.1 Service Provider will procure and maintain insurance that includes the following minimum levels of coverage: commercial general liability \$1,000,000 per occurrence and \$3,000,000 aggregate; business automobile liability \$1,000,000 combined single limit; and workers' compensation insurance as required by statute.
- 3.2 Service Provider's liability insurance policies will be written on a primary basis and will be endorsed to include BGSU as an additional insured with respect to liability arising out of activities performed by or on behalf of Service Provider.
- 3.3 Service Provider will provide BGSU with certificates of insurance and policy endorsements evidencing BGSU's coverage as an additional insured. Service Provider will also provide BGSU with evidence of current workers' compensation insurance coverage unless the law allows elective coverage and Service Provider has elected not to carry it.
- 3.4 All certificates, endorsements, and other evidence of coverage must be received and approved by BGSU before Service Provider commences work. All required coverage must be in effect before Service Provider commences work and must remain in effect until the Services are completed.

4.0 Service Provider's Responsibility for Injury and Damage.

- 4.1 Any personal injury to Service Provider or any other person and any property damage incurred in performance of the Services will be the responsibility of Service Provider.
- 4.2 Service Provider agrees to indemnify BGSU (and its governing board, officers, employees, agents, and students) from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, that may arise out of Service Provider's performance of the Services, except to the extent that they are caused by the sole negligence of BGSU.

5.0 Force Majeure.

- 5.1 The Parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, acts of terror, war, pandemic, or other unavoidable cause beyond the control of the party seeking to invoke this paragraph, either Party is unable to perform its obligations, such non-performance shall not be considered a breach of this Agreement.

6.0 Cancellation and Failure of Services.

- 6.1 In the event Service Provider cancels, the Service Provider shall promptly reimburse BGSU for all costs that have been incurred by BGSU in reliance upon this Agreement including, but not limited to, pre-paid expenses. When the Service Provider does not honor the contract for any reason, BGSU shall have the option of: a) obtaining reimbursement from the Service Provider of all amounts advanced by BGSU to the Service Provider; b) cancelling; or, c) re-scheduling at the earliest available date acceptable to BGSU.
- 6.2 In the event BGSU cancels the service, BGSU shall promptly reimburse the Service Provider for non-refundable airline travel and hotel costs incurred by the Service Provider in reliance upon this Agreement, provided that, such costs were incurred in compliance with this Agreement (including Attachment A). Receipts will be necessary for reimbursement of such costs.

7.0 Other Terms.

- 7.1 This Agreement (including the specified matter in **Attachment A**) is the parties' entire understanding

with respect to the Services. It may be amended only by a written agreement signed by both parties. In the event of a conflict between this Agreement and Attachment A, this Agreement will govern.

- 7.2 This Agreement will be governed by and construed under the laws of the State of Ohio, which will be the forum for any lawsuit arising from or incident to this Agreement.
- 7.3 Any assignment of rights or obligations under this Agreement requires BGSU's prior written consent.
- 7.4 If the Provider's tax classification is an individual/sole proprietor or single member company, this Agreement shall have no legal effect until BGSU's HR Independent Contractor Determination form is fully approved in BGSU's vendor management portal. The HR Independent Contractor Determination Form must be approved on an annual basis.
- 7.5 By signing this Agreement, Service Provider certifies that no BGSU employee, and no family member or business associate of a BGSU employee, will financially profit from or have a pecuniary interest in the Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the date indicated below under their respective signatures.

SERVICE PROVIDER:

BOWLING GREEN STATE UNIVERSITY:

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____