

**Massachusetts Institute of Technology
On-Campus Event Agreement
(the "Agreement")**

1. Name and address of Contracting Party ("Contractor") (full legal name):

 2. MIT Organization Name:
 3. Department Contact:
Phone:
E-mail:
 4. Day and Date of Event:
 5. Nature of Event (e.g. Performance/Lecture/Concert): Inflatable attractions
Location:
 6. Services provided by Contractor at/for Event [Include prices/rates and attach accepted proposal or other details, if applicable]: REFER TO ATTACHMENTS A and B
Food [**describe**]:
Beverage: None; alcohol: yes___ no x
Entertainment [**describe**]: _____
Staff included [**specify**;]: Attendants
Equipment/Furniture: Inflatable Amusements
Other: _____
 7. Fees (\$ amount): See attached proposal/contract
Fees:
Food: \$ _____ Entertainment: _____
Beverage: _____ Equipment/Furniture: \$ _____
Attendants/Staff: Incl. Gratuity: Appreciated
Other:
- Total Fee: _____ [see paragraph 17 below]

Made Payable to (**Full Legal Name of Performer/Agent/Promoter/Other**):

(to pay an **individual**) Social Security Number: _____

(to pay an **agency/company**) Federal Tax ID Number: _____

Permanent Address (for tax purposes): _____

Name and Telephone number for contact: () _____

8. Event time beginning: end:

Any decision to remain past contracted hours is at the discretion of the Contractor. Any additional charges are due at the beginning of the overtime. MIT shall communicate when to discontinue service if function has not ended at contracted stop time.

Setup/Assembly: by MIT _____; beginning _____ am/pm

by Contractor x; beginning

Disassembly: by MIT _____/ By Contractor x

Contractor will provide at least one qualified employee to be responsible for the correct and proper setup and operation of the equipment and other items provided under this Agreement and will be present from the initial setup through completion and disassembly.

9. Length of Event (specify, if applicable, by type of service, e.g. performance/lecture/bartender/meal/entertainment):

10. Equipment (i.e. lights, sound, podium, etc.) and Other Services:

MIT will supply:

Contractor will supply: _____ Refer to Attachments A and B

NO PYROTECHNICS PERMITTED

11. Sound:

MIT expressly reserves the right to control the sound level during the Event, specifically calling for a maximum continuous sound noise level.

12. Security:

MIT Campus Police to determine. 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 EHS Office/Safety Program Office, as well as event venue, to be consulted, as appropriate.

13. Other Requirements:

Contractor must comply with all applicable state, federal and local laws, regulation, etc., as well as with MIT's policies and guidelines.

14. Impossibility of Performance:

The agreement to perform is subject to proven detention by sickness, accidents, riots, epidemics, or acts of God, beyond the control of the MIT or Contractor. In this event, notice of such shall be given to the other party to the Agreement prior to the Event.

Neither party shall bear the risk of loss or cancellation fee should the Event need to be rescheduled due to inclement weather, an act of God, or any other reason beyond the control of the parties that would not have been prevented by the exercise of reasonable care and diligence. In such event, the parties agree to negotiate in good faith, to re-schedule, but there is no guarantee that the Event will be re-scheduled.

15. Damage:

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 Event location. If in the opinion of MIT, this clause is violated any payment due for Event will be fully withheld pending settlement for damage.

16. 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 and 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.

17. 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 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 liability insurance in excess of each of the above policies with a limit of liability of **\$1,000,000** 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 5 days prior to the Event and to have MIT, its governing board, officers, and employees named as additional insureds therein. All insurance to be in full legal name of contracting party. [**Note: Any changes to this section to be approved by MIT's Insurance Manager**]

18. Miscellaneous:

- a. 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. (Indicate if x applicable/ not applicable)
- b. Additional Terms and Conditions – **Refer to Attachments A and B. Included? x**
Yes No

18. Relationship of Parties: It is agreed that Contractor and its members, agents and/or employees are solely responsible for their own actions and have no relationship to MIT as partners, joint venturers, employees, or agents.

19. Authority to Sign: The individual signing this Agreement represents and warrants that

he/she has the authority and capacity to execute this Agreement for the Contractor.

20. Notices: Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To MIT:

Insurance Office
One Kendall Square
NE18-901
Cambridge, MA 02139

To Contractor: at the address listed on Page 1

Massachusetts Institute of Technology

Contractor: [full legal name]

(Signature)

(Signature)

(Printed Name)

(Printed Name) [**To be authorized signer**]

(Title)

(Title)

Date: _____

Date: _____

ATTACHMENT A

Equipment Provided by Vendor:

Special Instructions, Limitations on Installation and Operations.

{To be supplemented by MIT's Environmental Health & Safety Office "EHS"} Contractor must comply with all applicable state and federal regulations, including, but not limited to 520 CMR 5.09. MIT agrees that all persons wishing to use the Contractor-provided equipment must follow instructions all instructions provided by Contractor's staff regarding the safe use of the equipment. Contractor has the right to refuse to allow anyone who fails to follow safety instructions, or appears to be under the influence of alcohol or drugs from using the equipment.

Delivery, Set-Up, Operation and Breakdown. MIT shall provide reasonable access to site or premises prior to the Event for installation, and at the end of the Event, to remove the Equipment. Contractor shall exercise sole control and responsibility for the delivery, set-up or installation, operation and breakdown of all Equipment.

Certain Equipment may not be operated in winds over 20 mph, and may need to be deflated temporarily. Contractor shall still be entitled to full rental fee, for shutting down equipment due to unsafe weather conditions.

Non-Payment and Interest. If MIT fails to pay any installment in full on its due date, contractor may, at its discretion, declare a breach, in which event, the non-payment shall be deemed to be a cancellation by MIT, the cancellation charges set forth below shall apply, and Contractor shall be excused from any further performance hereunder.

Cancellation Charges. If MIT cancels the Event within 8-30 days prior to the scheduled date of the Event, the cancellation charge shall be 50% of the price, and if MIT cancels the Event within 7 days of the scheduled date, the cancellation fee shall be 100% of the price.

Choice of Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and contains the entire agreement and understanding between the parties. This Agreement may not be modified, except in writing by both parties.

Exhibition for Fee. If the Event of any part thereof is recorded on film, videotape or by other electronic means (excluding still photography), no part thereof shall be exhibited or used in any manner except by MIT, for internal, free viewing.

ATTACHMENT B