



## FACULTY-STUDENT ASSOCIATION OF WESTCHESTER COMMUNITY COLLEGE, INC.

### CONTRACT Performers, Speaker & Vendors

THIS AGREEMENT made the \_\_\_\_\_ by and between **FACULTY-STUDENT ASSOCIATION OF WESTCHESTER COMMUNITY COLLEGE, INC., (FSA)**, a not-for-profit corporation of the State of New York, having an office and place of business at 75 Grassland Road, Valhalla, NY 10595, (hereinafter the "FSA") and \_\_\_\_\_ having an office and principal place of business at \_\_\_\_\_ (hereinafter the "Contractor")

1. Contractor shall be compensated at the rates and prices set forth below only for goods and services actually provided and only after acceptance and approval by the FSA.
2. In consideration of the sum of \$ \_\_\_\_\_ to be paid by \_\_\_\_\_.

The contractor shall supply the following services:

The FSA shall provide the following for the event:

3. Individual contractors providing services are required to complete a W-9 for each payee that must accompany this contract in order for payment to be processed.
4. Services and/or performance shall take place on \_\_\_\_\_ at \_\_\_\_\_.
5. Should, however, the services be cancelled due to conditions beyond the control of the FSA, and not rescheduled to a later date, no payment, as set forth in Section 2 hereof, shall be made to the Contractor and any payment made on the account shall be returned to the FSA within ten (10) days of the cancellation.
6. If the contractor is providing food products prepared on or offsite, the contractor will provide evidence that they are in compliance with all permitting and regulation required by the Westchester County Health Department.
7. Contractor will be required to meet insurance requirements as outlined in Schedule A. Any variation from these requirements must be approved by the FSA.
8. Contractor shall immediately inform the FSA in writing by e-mail, mail or facsimile transmission of any delay in providing goods and services to the FSA.
9. The FSA may, with or without cause, terminate contractor's services, in whole or in part, immediately upon giving notice to the contractor. In such event contractor shall be compensated and the FSA shall be liable only for payment for services already rendered.

10. All records, if any, compiled by contractor in providing services to the FSA shall become and remain the property of the FSA. Contractor may retain copies of such records for your own use.
11. No portion of the work necessary to provide goods or services to the FSA may be assigned or subcontracted without the prior written consent of the FSA.
12. Contractor agrees that they are an independent contractor and hereby waive all claims to benefits or privileges, if any available to persons as employees. Contractor shall comply, at its own cost and expense, with the provisions of all federal, state or local laws, ordinances, regulations or rules applicable to you including without limitation, the N.Y.S. Labor Law and Worker's Compensation Law and any applicable license requirements.
13. Contractor agrees that in providing goods or services to the FSA or any person working on the contractor's behalf, shall not, by reason of race, creed, color, sex, sexual orientation, gender identity age, physical disability, national origin, genetic predisposition or carrier status or marital status, discriminate against, intimidate or harass any individual.
14. Contractor agrees that, except for the amount, if any, of direct damage contributed to, caused by or resulting from the acts or omissions of the FSA, the contractor shall indemnify, defend and hold harmless the FSA, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of its acts or omissions or the acts or omissions of third parties under its direction and control. In no event shall FSA be liable for any incidental, special, punitive or consequential damages.
15. In the event that the performance of this Agreement, or any part thereof, is prevented by acts of God, wars, strikes, terrorist activity, pandemics, epidemics or threats thereof, violent weather or similar events ("Force Majeure"), FSA or Contractor shall not be responsible to any party for delay in the performance of its obligations pursuant to this Agreement. Each party agrees to notify the others immediately upon receiving information as to the existence of a Force Majeure circumstance affecting this Agreement. All parties agree to move performance to a virtual event, if deemed possible. All parties agree to allow for a twenty-four (24) to forty-eight (48) hour window to transition to a virtual event, if deemed applicable. All parties agree that this clause shall serve to suspend, but not excuse, all parties from the performance of their obligations pursuant to this Agreement, and that full performance shall occur as soon as practicable after the Force Majeure circumstance is no longer present.
16. This Agreement shall be governed by the laws of the State of New York. Any and all disputes arising from performance or non-performance of this Contract shall be subject to binding arbitration in Westchester County, NY.
17. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

**FACULTY-STUDENT ASSOCIATION  
OF WESTCHESTER COMMUNITY COLLEGE, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
(Signature)

Contracts must be received ten business days prior to the date for which the services are being contracted for. The Faculty-Student Association of Westchester Community College, Inc. is a 501(c)(3) tax exempt organization. As such, the Faculty-Student Association of Westchester Community College, Inc does not pay New York State Sales Tax on any purchases.