

SERVICE CONTRACT

NAME OF SGA ORGANIZATION REQUESTING CONTRACT: _____
Bill # _____ Budget Line _____

THIS AGREEMENT MADE THIS _____ day of _____, 201_____

Between the Student Government Association of Montclair State University, Incorporated, herein after call the "SGA, Inc."
and _____ called "contractor".

1. Name, if any, under which contractor operate(s) _____
2. Type of service(s) _____

3. Contractor will perform on date(s) _____
4. Location where services are to be performed: _____
5. **COMPENSATION**

A) Amount payable to contractor for performance \$ _____

B) Contractor must complete the following:

Check made payable to: _____

Social Security #/Group Federal ID# _____

Mailing address of contractor _____

6. The Contractor must get in touch with the contact person 48 hours prior commencement of services.
7. The Contractor shall defend, indemnify and hold harmless the SGA, Inc. from and against any and all claims and liabilities for injury to person or persons or property damage caused or attributed to contractor, its agents, servants, employees, licenses or invites if such injury or damage arose out of, connected with or attributed to the use of Montclair State campus facilities by contractor for their performance of services.
8. In the event that the Contractor is unable to appear to present the performance/service as a result of the physical disability of the Contractor (except being under the influence of intoxicating beverages, narcotics or drugs), or acts or regulations of public authorities, labor difficulties, civil tumult, interruption or delay of transportation service or any other cause beyond the control of the Contractor or the SGA, Inc., then this Agreement shall at the option of the SGA, Inc., either (a) be extended or (b) be terminate and the parties hereto shall be released from any and all obligations to each other.
9. In the event that the Contractor, after execution of this Agreement, indicates or states that the Contractor will not appear or present the performance/service required hereunder, and such failure is not excusable under Paragraph 8, above, or in the event that the Contractor arrives at the performance site under the influence of intoxicating beverages, narcotics or drugs, or in the event that the Contractor otherwise breaches this Agreement, then the SGA, Inc. may cancel this Agreement and, in addition, the Contractor shall be responsible for payment of any and all claims, cost, expenses, damages incurred including reasonable attorney's fees, incurred by the SGA, Inc.
10. Nothing herein, contained shall ever be construed
11. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and may not be amended other than in writing signed by the parties hereto.

12. The parties agree that the interpretation and legal effect of the Agreement shall be governed by the laws of the State of New Jersey.
13. The President of the Student Association of Montclair State University, Incorporated in signing this contract represents that s/he signs is the sole signer and properly authorized representative of the organization and does not assume any personal liabilities hereunder.
14. The SGA reserves the right to cancel the service due to circumstances beyond its control. The SGA, Inc. must give the contractor forty-eight (48) hours notice of any cancellation prior to the time of delivery of services. Upon such notice, the SGA shall be released and discharged from all obligations hereunder.

Organization contact person:

Print: _____

Signature: _____

Telephone # _____

THE STUDENT GOVERNMENT ASSOCIATION
OF MONTCLAIR STATE UNIVERSITY, INC.

CONTRACTOR

BY SGA PRESIDENT

DATE

DATE