

To be used by University departments for services or engagements provided by vendor



- 1) If an agent is signing on behalf of Contractor, the agent signing below warrants that he or she is authorized to agree to each of the provisions of this Agreement on behalf of Contractor.
- 2) : This contract shall be governed in all respects, whether to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia and may be enforced in any state or federal court of competent jurisdiction located in the Commonwealth of Virginia.
- 3)



the event the Contractor fails to appear or perform, the Contractor agrees to reimburse the University for all documented expenses incurred within net 30 days after documentation is provided. The University reserves the right to reduce payment for the Contractor's failure to perform for the full amount of time specified in the Agreement or for substantial lateness of start time agreed upon in the Agreement.

- 8) : The Contractor agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is later. The University, its authorized agents, and/or state auditors shall have full access to and the rights to examine any of said materials during said period.
- 9) : The performance of the Services Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Engagement, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Engagement or to fully perform the terms of the Services Agreement. The Services Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party
- 10) : Nothing in this contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this Agreement or any interest he/she may have herein without the prior written consent of the University. This contract is subject to appropriations by the Virginia General Assembly.
- 11) The Contractor agrees to defend, indemnify and hold harmless the University, its trustees, officers, faculty, students, employees and/or agents from and against all actions, claims, demands, damages, expenses, and liabilities (including attorney's fees) that arise from or are connected with the Engagement. Contractor also releases and waives any and all claims, demands, or causes of action against the University, its trustees, officers, faculty, students, employees and/or agents that arise from or are connected with the Engagement, any injury to employees, invitees, guests or agents of Contractor, or damage to or loss of any property of Contractor that is brought upon the premises, or exhibited, stored, or left upon the premises. Any such property left on the premises following the Engagement shall be considered abandoned by Contractor and may be discarded in accordance with the University's policy and procedures. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth. Neither the Contractor, his/her employees, assignees nor subcontractors shall be deemed employees of the Commonwealth of Virginia or of the University while performing under this contract.
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21) : This agreement is subject to the provisions of the *Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors* and any revisions thereto, which are hereby

