



CONTRACTOR AGREEMENT

Current Date _____

Contractor Information

W9 Form Enclosed

Company Name _____

Contact name _____ Tax ID#

Address _____ Phone Number _____

City _____ State _____ Zip Code _____ Email Address _____

Work

Work Description
(brief description, e.g.: plumbing, roof repair, etc)

Jobsite
(building/room/site/area, e.g.: Smyth Hall Room 44)

Term and Termination

Term

Effective Date _____ Expiration Date _____

This Agreement shall be effective as of the Effective Date listed above and shall continue in effect till the Expiration Date listed above, unless earlier terminated as provided herein (the "Initial Term"). Following the Initial Term, the term will automatically renew for successive one (1) year terms (each, a "Renewal Term" and, collectively with the Initial Term, the "Term") unless either party provides written notice of its intent not to renew this Agreement at least (90) days prior to the expiration of the then-current Term.

Termination

1. Either party may terminate this Agreement for any reason, or no reason, upon (90) days's prior written notice.
2. Nazareth may terminate this Agreement if the Contractor is in breach of any provision of this Agreement, and such breach is not cured within thirty (30) days of receipt of written notice from the University.
3. Nazareth may terminate this Agreement by providing written notice to the Contractor if the Contractor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

I. Independent Contractor

Both parties agree that no employer-employee relationship exists, and that the Contractor is considered an independent contractor under this agreement.

II. Employees

Both Parties agree that any employees hired by the Contractor are not considered employees of the University.

III. Supervision and Construction Procedures

1. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Agreement gives other specific instructions concerning these matters. If the Agreement gives specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the University and shall not proceed with that portion of the Work without further written instructions from the University.

2. The Contractor shall be responsible to the University for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

IV. Indemnification

1. To the fullest extent permitted by the law, the Contractor agrees to defend, indemnify and hold harmless the University, its affiliated entities, and their respective officers, employees and agents from and against any and all claims, proceedings, liabilities, losses, demands, costs and expenses of every nature and description, including reasonable attorneys' fees, arising out of or resulting from the acts, omissions, or negligence of the Contractor or his employees or agents or by anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable. The Contractor's duties and obligations pursuant to this paragraph shall survive the termination or expiration of this Agreement and shall not be limited by any provision herein requiring the Contractor to maintain specific insurance coverages. Nothing herein is intended to relieve the University from its own negligence or willful misconduct or assume any such liability for the University by the Contractor.

2. In claims against any person or entity indemnified under this Section IV.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section IV.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

V. Insurance

The Contractor will provide the University with a Certificate of Insurance evidencing coverages that comply with the required insurance coverages set forth on page 3 of this Agreement. Please note that the Contractor must deliver the Certificate(s) to the University's Controller two (2) weeks prior to the Work.

Use of subcontractors must be pre-approved by the University. In the event that the University permits the use of subcontractors, the Contractor's General Liability policy must not exclude damage to its work if the work was performed by a subcontractor or if a subcontractor's work causes damage to other elements of the work.

All subcontractors shall maintain the insurance coverages outlined on page 3 and comply with all requirements set forth on page 3, including the furnishing of separate insurance certificates and endorsements prior to said subcontractors entering the premises or commencing work, unless otherwise agreed to by the University. It is recognized that the nature of some work performed by subcontractors may warrant a waiver of some of the insurance requirements outlined on page 3 or the imposition of additional requirements beyond those required on page 3. Such changes in the requirements are subject to review and approval by the University.

VI. Waivers of Subrogation

The Contractor hereby waives any and all rights of recovery against the University, or against its affiliated entities, and their respective officers, employees and agents, for loss of or damage to property, if such loss or damage is covered by any insurance policy in force (whether or not described in this Agreement) at the time of such loss or damage. The Contractor shall give notice to its insurance carriers of this mutual waiver of subrogation. The Contractor shall require of the subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein.

VII. Governing Laws

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision. Any suit, action or proceeding arising out of this Agreement shall be instituted in the federal or state courts located in Monroe County, New York, and each party hereby irrevocably consents to the personal jurisdiction of such courts.

VIII. Tobacco/Vape Free

Effective August 1, 2017, smoking tobacco or vape products is prohibited on all University grounds; University-owned or leased properties; and University-owned, leased or rented vehicles, regardless of their location.

Any unauthorized alterations made to this Agreement without prior approval will void and therefore cancel this Agreement. Furthermore, this Agreement shall not be effective until fully executed by all parties named below.

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

Nazareth University

Contractor

Name Karen P. Kuppinger

Name

Title Vice President for Finance & Administration

Title

Signature

Signature

Date

Date



NAZARETH UNIVERSITY INSURANCE REQUIREMENTS

Category _____

User must (at its cost) maintain and evidence all "checked" coverage with the limits as indicated:

A. Required Coverage:

Coverage	Minimum Coverage	Note
<input type="checkbox"/> Commercial General Liability Bodily Injury & Property Damage Limit Products/Completed Operations Limit Personal Injury and Advertising General Aggregate Limit	\$ 1,000,000 each occurrence \$ 1,000,000 aggregate per project \$ 1,000,000 each person or organization \$ 2,000,000	Coverage is to apply on an occurrence basis only. No endorsement or modification of this policy limiting the scope of coverage for Contractual liability, Products/Completed Operations, Personal injury, explosion, collapse and underground hazards, pollution, mold, or fungus shall be permitted. Endorsed exclusions/limitations for the following are not permissible: Athletic Participants, Contractual Liability, or Designated Premises Restriction. The policy shall provide coverage for damage to electronic data processing media or data wit coverage at least as broad as Insurance Services Office Form CG 04 37 12 04. The Commercial General Liability coverage is to be maintained for a period of two ears after final acceptance of the work.
<input type="checkbox"/> Automobile Liability Owned, Hired and Non-Owned Autos (symbol "1" on Business Auto Policies) Combined Single Limit for Bodily Injury and Property Damage	<input type="checkbox"/> \$ 1,000,000 each accident <input type="checkbox"/> \$ 5,000,000 each accident	
<input type="checkbox"/> Workers' Compensation and Employers' Liability (If applicable)	\$ 1,000,000 each common cause \$ 1,000,000 each employee for disease	Statutory coverage complying with the New York Workers' Compensation Law.
<input type="checkbox"/> Professional Liability	\$ 1,000,000 each occurrence \$ 3,000,000 aggregate	Covering claims arising out of the rendering or failure to render any professional services. Coverage must be maintained for at least 5 years after project completion.
<input type="checkbox"/> Excess/Umbrella Liability Combined Single Limit for Bodily Injury & Property Damage Coverage to apply in excess of the following described above.	<input type="checkbox"/> \$ 1,000,000 each accident <input type="checkbox"/> \$ 1,000,000 aggregate <input type="checkbox"/> \$ 2,000,000 each accident <input type="checkbox"/> \$ 2,000,000 aggregate <input type="checkbox"/> \$ 5,000,000 each accident <input type="checkbox"/> \$ 5,000,000 aggregate	Coverage is to apply on an occurrence basis only, in excess of the other liability coverages required in General Liability, Automobile Liability, and Workers' Compensation & Employers' Liability and shall be no more restrictive than such scheduled underlying insurance.
<input type="checkbox"/> Installation Floater	Limit \$250,000	If applicable
<input type="checkbox"/> Leased/Rented Equipment Coverage	Limit \$100,000	If applicable
<input type="checkbox"/> Network security and Privacy Liability (Cyber Risk) Bodily injury or property damage including damages for care, loss of services, or loss of support	\$ 1,000,000 each occurrence \$ 1,000,000 aggregate	Required if vendor/contractor will have access to confidential information on networks. Coverage must include event response coverage for notification and credit monitoring.
<input type="checkbox"/> Additional Insured	Nazareth University must be named as an Additional insured, on a primary and non-contributory basis, under the following coverages (if required): General Liability, Excess/Umbrella Liability and, if checked here, the other insurance described above.	

- B. Insurers providing the above policies must be licensed to do so in New York State and must have an A. M. Best's rating of not less than A-with a Financial Size category rating of not less than X.
- C. All coverages are to be provided on an occurrence basis unless otherwise agreed by Nazareth.
- D. On the Certificate of Insurance, the project name must be clearly stated, Certificates must specify the applicable retroactive date of any claims-made coverage being evidenced. Any deductible or Self Insured Retentions must be shown on the certificate.
Insurance policy shall not be cancelled, materially changed or non-renewed without 30 days advance notice to Nazareth University.
- E. Please email the Certificate of Insurance to Sue Ahn, Financial and Risk Management Analyst at sahn3@naz.edu.
- F. All Certificates must be provided to and approved by Nazareth prior to commencing any work. The Certificate Holder must be designated as "Nazareth University, 4245 East Avenue, Rochester, NY 14618-3790, Attention: Kristen Green".
- G. Failure of Owner to demand such Certificate of Insurance or failure of Owner to identify a deficiency in a certificate that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. Owner shall have the right , but not the obligation to prohibit the Contractor from entering the Project site until such certificate indicating full compliance with the requirements herein has been received and approved by Owner.
- H. Subcontractors of any tier:
Use of subcontractors must be pre-approved by Nazareth. In the event that Nazareth permits the use of subcontractors, the Contractor's General Liability policy must not exclude damage to its work if the work was performed by a subcontractor or is a subcontractor's work causes damage to other elements of the work.. All subcontractors shall maintain the insurance coverage outlined before commencing work, unless otherwise agreed to by Nazareth. It is recognized that the nature of some work performed by subcontractors may warrant a waiver of some of the insurance requirements outlined above or the imposition of additional requirements beyond those required above. Such changes in the requirements are subject to review and approval by Nazareth's Controller or other person responsible for Nazareth's Risk Management function..