



## Student Organization Contract

This Contract is made by and between \_\_\_\_\_ "Wayne State College (WSC) Student Organization" and \_\_\_\_\_, Choose an item., "Contractor". The WSC Student Organization is recognized as a student organization by Wayne State College; however it is a separate legal entity with its own federal tax identification number.

The Contractor and the WSC Student Organization agree as follows:

1. **Effective Date.** This Contract shall be in effect from \_\_\_\_\_ to \_\_\_\_\_.
2. **Services.** The Contractor agrees to provide the following services to the WSC Student Organization:
  
3. **Consideration.** For the services described above, the WSC Student Organization agrees to pay the Contractor:
  
4. **Independent Contractor.** The Contractor shall be an independent contractor and not a WSC Student Organization employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law.

The Contractor agrees that it is a separate and independent enterprise from the WSC Student Organization, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between the Contractor and the WSC Student Organization, and the WSC Student Organization shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages or overtime premiums. If the Contractor has employees or subcontractors, the Contractor further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of the Contractor's employees for the duration of this Contract. The Contractor agrees to furnish the WSC Student Organization proof of workers' compensation insurance coverage upon request.

Liability Insurance Requirements. - *One box below must be selected and marked.*

- The Contractor is required to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with a five million dollar (\$5,000,000) umbrella. The Contractor's insurance policy shall be primary and non-contributory. The WSC Student Organization shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the WSC Student Organization. A copy of the certificate shall be provided to the WSC Student Organization.

- The Contractor is required to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with a three million dollar (\$3,000,000) umbrella. The Contractor's insurance policy shall be primary and non-contributory. The WSC Student Organization shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the WSC Student Organization. A copy of the certificate shall be provided to the WSC Student Organization.
- The Contractor is required to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence. The Contractor's insurance policy shall be primary and non-contributory. The WSC Student Organization shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the WSC Student Organization. A copy of the certificate shall be provided to the WSC Student Organization.
- The Contractor is not required to carry liability insurance as a condition of this Contract.

5. **Non-Discrimination.** The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

6. **ADA and Drug-Free Workplace Requirements.** All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

7. **Parties; Subcontractors; Assignment.** References to the Contractor and the WSC Student Organization include the parties' officers, employees, agents, and independent contractors and subcontractors. The Contractor agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of the WSC Student Organization. The Contractor agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written consent of the WSC Student Organization.

8. **Cancellation.** This Contract may be canceled by either party upon thirty (30) days' written notice. Settlement of the amount due to the Contractor upon cancellation shall be negotiated between the parties based upon (a) specified deliverables completed by the Contractor and accepted and usable by the WSC Student Organization as of the date of termination when the Contractor initiates termination, or (b) the percentage of services performed by the Contractor as of the date of termination when the WSC Student Organization initiates termination.

9. **Default; Remedies.** If the Contractor defaults in its obligations under this Contract, the WSC Student Organization may, at its discretion, exercise any remedy available by law or in equity. In addition to any other available remedy, the WSC Student Organization may terminate this Contract immediately by written notice to the Contractor. The WSC Student Organization shall pay the Contractor only for such performance as has been properly completed and is of use to the WSC Student Organization. The WSC Student Organization may, at its discretion, contract for provision of the services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the consideration set forth in Paragraph 3.

10. **Complete Agreement; Governing Law; Amendment.** This Contract sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this Contract other than those stated herein. This

Contract will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This Contract may be amended at any time in writing upon the agreement and signature of both parties.

11. **Designated WSC Student Organization Representative.** The designated WSC Student Organization representative for purposes of monitoring and oversight of this Contract is:

\_\_\_\_\_  
Typed or Printed Name                      Telephone                      Email Address

12. **Signatures.**

**Contractor**

\_\_\_\_\_  
Typed or Printed Name                      Telephone                      Email Address

\_\_\_\_\_  
Signature                      Title                      Date

**WSC Student Organization**

\_\_\_\_\_  
Typed or Printed Name                      Telephone                      Email Address

\_\_\_\_\_  
Signature                      Title                      Date

*For WSC office use:*  
WSC Vice President for Administration and Finance Review: \_\_\_\_\_  
Source of Funding: *Choose an item.*,  
If WSC Student Activities Trust Funds, list budget code: \_\_\_\_\_