



## GENERAL AGREEMENT

THIS CONTRACT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, by and between Carleton College (“College”) and \_\_\_\_\_ **[Insert Name of Independent Contractor/Service Provider]** (“Contractor”).

College and Contractor agree as follows:

1. Service. Contractor agrees to supply Carleton College with the services described in Exhibit A (the “Service”), attached hereto and incorporated by reference as if fully set forth herein.
2. Terms. Contractor shall commence providing the Services on \_\_\_\_\_ **[Insert commencement date.]** and shall terminate on \_\_\_\_\_ **[Insert Completion Date.]**, 20\_\_\_\_ (the “Term”).
3. Payments. College shall pay Contractor electronically to the Contractor’s Bank via the Automated Clearing House (ACH) for the performance of the Work, the “Contract Sum” of \$ \_\_\_\_\_ **[Insert Contract Sum.]**. College shall make payment not later than thirty (30) days after College receives Contractor’s application for payment.
4. Changes in the Services. College may order changes in the Work within the general scope of the Contract, and Contractor shall perform the changes ordered by College. The Contract Sum and Date of Completion shall be adjusted by written change order as mutually agreed, or if there is no mutual agreement, in a reasonable amount for any requested change. Contractor shall not be entitled to any increase in the Contract Sum or the Date of Completion without a written change order signed by College.
5. Warranty. Contractor warrants to College that if materials and equipment are furnished under the Contract, they will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. If required by College, Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment. Contractor shall arrange for College to have the benefit of and right to enforce all warranties by subcontractors, sub-subcontractors, suppliers, and manufacturers.
6. Independent Contractor. Contractor is and will remain an independent contractor in their relationship to the College. The College shall not be responsible for withholding taxes with respect to the Contractor’s compensation hereunder. The Contractor shall have no claim against the College hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

7. Insurance. Contractor shall procure and maintain the following insurance:  
Commercial general liability - \$1 million each occurrence/\$2 million aggregate  
Workers' Compensation – Statutory limits, Employers' Liability - \$500,000  
Automobile Liability - \$1 million each occurrence  
Professional Liability - \$1 million per claim (Required when the service provider is required to be license by the State of MN)

Contractor shall provide College with a certificate of insurance **listing Carleton College as additional insured**, prior to commencing its Work. The certificate of insurance shall be sent electronically to purchasing@carleton.edu. Contractor shall maintain the required insurance in force continuously from before commencing work for a period of at least twelve months after final completion.

8. Indemnification. The Contractor agrees to assume entire responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from, or in any manner connected with, the execution of the Work provided for in this contract or occurring or resulting from the use by the Contractor, its subcontractors, their agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the College, Contractor or third parties. Further, the Contractor, to the fullest extent permitted by law, agrees to indemnify and save harmless the College, its agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the College may be, or may be claimed to be, liable and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. The Contractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage and endorsements as will insure the provisions of this Paragraph, including but limited to completed operations and all other coverages set forth in the insurance coverage provision.

9. Compliance with Applicable Laws. Contractor shall comply with all applicable law, including all applicable regulations, ordinances, and codes. Contractor shall obtain any required permits and all governmental approvals and inspections which may be necessary to perform the Work.

10. Safety. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required for the performance of the Work. Contractors are responsible for their own property.

11. Claims. Claims by Contractor for an adjustment in the Contract Sum or the Date of Completion must be initiated by written notice to College within 21 days after occurrence of the event giving rise to such claim.

12. Assignment of Contract. Contractor may not assign or transfer this Agreement, or any interest therein or claim there under, not subcontract any portion of the work, without prior approval of Carleton. College may, at any time, assign, transfer, convey, pledge, or otherwise dispose of its interest, or any part thereof, under this Contract.

13. Publicity. Contractor may not use any intellectual property or other property of the College including but not limit to logo, data, pictures, word marks, trademarks, copyrights or other property belonging to the College in its external advertising, marketing programs, or other promotional efforts, except with advance, written authorization from the College.

14. Conduct. During the performance of this Agreement, Contractor acknowledges and is responsible to ensure that its officers, directors, employees, agents or subcontractors adhere to and obey all College rules, policies, and procedures when on College property, including, but not limited to, prohibition of the use of drugs and alcohol, as well as banning weapons from the College's premises.

15. Termination.

a. If either party materially breaches this Contract, and if the breaching party fails to cure the breach within fourteen days of receipt of a written notice of breach by the other party, then the non-breaching party may terminate this Contract after serving an additional seven days' written notice to the breaching party.

b. College may at any time and for any reason terminate this Contract by written notice to Contractor. College shall not be liable for the Contractor's lost profits. In addition, College may, without cause, order Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as College may determine.

16. Governing Law. During the period of performance of any Agreement resulting from this Agreement, the parties agree that this Agreement will be governed and interpreted under the laws of the State of Minnesota, USA.

17. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

18. Entire agreement. This Agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing, signed by both parties. It is understood and agreed that e-mail correspondence shall not constitute "a writing" to this agreement unless expressly included herein.

19. Miscellaneous. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns; (ii) may be executed in one or more counterparts, all of which shall be considered one and the same agreement; (iii) embodies the entire agreement and understanding, and supersedes all prior agreements and understandings between College and Contractor relating to the subject matter hereof; and (iv) may be amended or modified only in writing or as specifically provided herein.

THE INDIVIDUAL SIGNING below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Contractor and that this Agreement is binding upon the Contractor in accordance with its terms.

CONTRACTOR:

COLLEGE:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

By \_\_\_\_\_  
(signature)

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**

**Scope of Services**

Include what the Contractor will be doing for Carleton or attach a Statement of Work to this document.