

SERVICE PROVIDER AGREEMENT

This service provider agreement (“Agreement”) is made and entered into as of the ____ day of _____, 20____ by and between Babson College on behalf of _____ (the “College”) and _____ (the “Service Provider”) for the Services (defined below) to be provided. In consideration of the agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Name of primary contact at Service Provider: _____
2. Name/Location of engagement: _____
Rain Location: (if applicable, otherwise write “none”) _____
3. Type of service to be provided: _____
(as further described on Exhibit A, collectively, the Services”).
Date(s) of Services: _____
Start/Finishing times, duration of Services: _____
4. The Service Provider will perform the Services pursuant to the terms and conditions of this Agreement. The Service Provider will arrive at location for set-up or will begin providing Services, as applicable, at: _____. In providing the Services, the Service Provider and its agents, employees, contractors and subcontractors shall comply with all reasonable procedures prescribed by the College for coordination of the Services with the functions, activities and operations of the College and shall perform the Services in a timely manner using reasonable efforts. The Service Provider shall not permit any conflict to arise in connection with the provision of the Services. The Service Provider shall promptly remove and dispose of all debris and rubbish caused by or resulting from the Services, and upon completion of the Services the Service Provider shall remove all of its temporary structures and surplus materials.
5. In consideration of the Services performed pursuant to this Agreement, the College shall pay to the Service Provider in US dollars the sum of \$ _____ at the conclusion of the Services or at such other times as the parties agree in writing, and in all cases within 35 days following the conclusion of the Services. Payment will be made by a College check payable or in such other form as the College may require to: _____
6. The College shall have 100% control over any and all publicity, advertising and promotion of the Services and transactions contemplated by this Agreement. The Service Provider shall not cause or allow the name, logo, trademark or other mark of College to be used in any advertising, promotional literature or other publications of Service Provider without the prior, written consent of College in each case.
7. The status of Service Provider shall be that of an independent contractor and not that of any employee, agent or other partner of the College. The Service Provider shall have no power or authority to act on behalf of the College or in its name or to bind the College, either directly or indirectly, in any manner.
8. The Service Provider shall defend, indemnify and hold harmless the College, its trustees, officers, employees, students and agents (collectively, the “Indemnities”) from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees and expenses (collectively, “Losses”) of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnities relating to, arising out of or in connection with this Agreement. The Service Provider hereby releases and forever discharges the Indemnities from any and all Losses relating to, arising out of or in connection with the performance by Service Provider of this Agreement including, without limitation, acts or omissions of Service Provider occurring at Service Provider’s facility.
9. The Service Provider shall, at all times, comply with all municipal, state, federal and international laws, regulations and other applicable laws and regulations applicable to the conduct of the business of Service Provider and performance of this Agreement by Service Provider, including without limitation, the town of Wellesley rules and regulations relative to mobile food vendors, and the maintenance of all permits, approvals and licenses required thereunder and hereby. Service Provider shall provide copies of the same to College upon request therefor. Service Provider shall observe all policies, rules, regulations and instructions that College may promulgate or deliver to Service Provider from time to time, all of which shall form a part of this Agreement upon delivery thereto. All information provided by or on behalf of the College to Service Provider is considered confidential information (“Confidential Information”) of the College. Service Provider shall not disclose, access or use or permit others to disclose, access or use the Confidential Information of College except as expressly provided in this Agreement. Service Provider shall safeguard and keep confidential of the Confidential Information of the College using the same degree of care that it uses to protect its own confidential and propriety information, but in no event using less than reasonable care under the circumstances.

10. Termination of this Agreement by the Service Provider must be made at least thirty (30) days prior to the date of the provision of the Services. If Service Provider shall terminate this Agreement within thirty (30) days prior to the date of the provision of the Services, Service Provider shall be liable for all costs and expenses incurred by the College relative to this Agreement prior to notification of termination.
11. If Service Provider breaches any term of this Agreement, Service Provider shall be notified promptly and given a reasonable opportunity to cure such breach. If such breach shall continue for a period of five (5) days or shall not be capable of being remedied, the parties shall promptly agree to a reasonable reduction in payment which reflects the damages and nature of the breach.
12. Any delay or failure of either party in the performance of its obligations under this Agreement shall be excused if and to the extent caused by war, acts of God, strikes, fire, flood, court order, regulatory or statutory change or other similar cause beyond the reasonable control of such party, provided that (i) written notice of such delay or suspension is given by such party to other party within 72 hours of such event, which notice shall set forth in detail the nature of each delay; (ii) such party shall use all commercially reasonable efforts to minimize the extent of such force majeure delay; and (iii) additional expense or other adverse financial conditions shall not be deemed force majeure. Upon receipt of such notice, the time for the affected party's performance shall be extended for a period of time reasonably necessary to overcome the effect of such delay and such party's sole remedy shall be reimbursement for the additional cost of such delays; provided, further that if such delay by the affected party would materially impair the purpose of this Agreement, the other party may terminate this Agreement by written notice to the affected party and pursue all such remedies at law or in equity.
13. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflict of laws principles. All disputes or claims in connection with, relating to or arising from this Agreement shall be pursued in the courts located in eastern Massachusetts.
14. Except as otherwise expressly agreed in writing by the parties, all equipment or supplies used in the Engagement shall be furnished by the Service Provider.
15. Neither the Service Provider nor its employees shall use or be under the influence of alcohol or drugs at any time while on the College campus or while providing the Services.
16. During the term of this Agreement and the provision of the Services hereof, Service Provider shall, at its own expense, maintain the following policies of insurance against any and all claims for bodily injury, including without limitation, death, and property damage: (i) commercial general liability insurance, including, without limitation, products liability and liquor liability (if serving or providing alcohol); and (ii) commercial automobile liability insurance, for owned, hired, and non-owned automobiles, in either case resulting from any act or omission of Service Provider or any patrons, employees, agents or third parties unless, in any case, other types of insurance or higher amounts are required by the College as may be identified on an exhibit hereto or otherwise communicated to the Service Provider. Each aforementioned policy must have limits of not less than \$1,000,000.00 with respect to injury or death to any one person and not less than \$2,000,000.00 in the aggregate with respect to commercial general liability claims. In addition, Service Provider shall maintain worker's compensation insurance as required by the laws of the Commonwealth of Massachusetts. Service Provider shall provide a certificate of insurance to the College in a form and substance reasonably acceptable to the College which, except for the worker's compensation policy, among other things names the College as a certificate holder and an additional insured as of the date hereof with respect to the operations under this Agreement.
17. This Agreement contains the entire agreement between the parties and may not be modified except in writing, signed by both parties and attached hereto. This Agreement supersedes all prior and contemporaneous communications, understandings and agreements, whether oral or written, between the College and the Service Provider with respect to the subject matter hereof. All exhibits, addenda, attachments and riders to this Agreement are attached hereto and made a part hereof by this reference. In the event of any conflict or inconsistency between the terms hereof and any such exhibit, addenda, attachment or rider, the terms hereof shall govern and control. Service Provider may not assign or otherwise transfer any rights or obligations of Service Provider to any person or entity without the prior written consent of the College.
18. If during the term of this Agreement one or more events occur which give rise to an obligation or liability of either party under this Agreement, such obligation or liability shall continue notwithstanding the expiration or termination of this Agreement, until each such obligation or liability is performed or paid by the respective party. In addition, the provisions set forth in paragraph numbers 8, 9, 13, 17, and 18 shall survive any termination or expiration of this Agreement. Notwithstanding any provision in this Agreement, in no event shall the aggregate liability of College to the Service Provider, its employees, agents, representatives, directors and officers for all Losses arising under, relating to or in connection with this Agreement exceed the amount paid or payable by College to Service Provider under this Agreement and, provided, further, in no event shall College have any liability to Service Provider, its employees, agents, representatives, directors and officers for any lost revenue, consequential, indirect, special, punitive and other similar damages, however caused and whether the College has been advised of the possibility of such damage.

19. The Service Provider warrants that it possesses the legal authority to enter this Agreement and that it has taken all actions required by its procedures, bylaws or other applicable law to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Service Provider to its terms. Each person executing this Agreement on behalf of parties hereby represents and warrants that he or she has the authority to execute and deliver this Agreement on behalf of the party for whom he or she signs. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Service Provider Agreement as of the date first written above.

BABSON COLLEGE

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| | _____ |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Name: _____ | Name: _____ |

EXHIBIT A
DESCRIPTION OF THE SERVICES
(if no description, services must be described on page 1)