

**VENDOR SERVICE AGREEMENT  
BY AND BETWEEN ROWAN UNIVERSITY AND**

---

This **Service Agreement** hereafter called (“Agreement”) is effective as of \_\_\_\_\_, by and between Rowan University having its main address at 201 Mullica Hill, Glassboro, New Jersey, 08028 is hereinafter referred to as (“Rowan”), and Independent Contractor is hereinafter referred to as (“Vendor”), each being a “Party”, and together are hereby referred to (“Parties”) to this Agreement.

WHEREAS, Rowan is in need of Vendor’s services described in **Section 3: Scope of Services**; and

WHEREAS, Vendor has agreed to provide such services; and

WHEREAS, Vendor represents and warrants that it that it will perform the services covered by this contract in a fully professional manner and in accordance with the Vendor’s reputation; and

WHEREAS, there exists within the budget of the originating department funds that are available and rightly applicable for this use.

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **Vendor Name & Address:**
  
2. **Dates:** *Event Date/Dates on Rowan Premises/Expiration Date*
  
3. **Scope of Services:** Rowan hereby engages Vendor, and Vendor hereby accepts the engagement with Rowan, to provide the services (“Services”) for Rowan described in sum as follows:
  
4. **Cost:** *Not to Exceed Amount if applicable*

**Individual/Single Member LLC entities only:**

Independent Contractors are required to complete the Certification for Determination of Independent Contractor Status prior to performing services. **Indicate if changes were made since last doing business with Rowan:**

- **W9 (US Citizens) or W8 (Non-US Citizens BEN, ECI, IMY, & EXP):**  No Change  Attached
- **Independent Contractor Determination Form:**  No Change  Attached
- **Rowan University Employment Status** (full-time, part-time, adjunct, etc.)  N/A  No Change  Attached

### **ROWAN UNIVERSITY TERMS & CONDITIONS: MODIFICATIONS**

The terms and conditions set forth below are subject to negotiation between the parties in Rowan's discretion provided, however, that due to Rowan's public nature, under no circumstances will Rowan:

1. Provide any defense, hold harmless or indemnity.
2. Waive any statutory or constitutional immunity.
3. Apply the law of a state other than New Jersey.
4. Procure types or amounts of insurance beyond those Rowan already maintains or waive any rights of subrogation.
5. Add any entity as an additional insured to Rowan policies of insurance.
6. Pay attorneys' fees, costs, expenses, or liquidated damages.
7. Promise confidentiality in a manner contrary to New Jersey's Freedom of Information Act.
8. Permit an entity to change unilaterally any term or condition once the contract is signed.
9. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
10. Agree to automatic renewals for term(s) greater than month to-month.

By signing this agreement or other offer to do business with Rowan your entity understands and agrees that:

1. The terms set forth above will not be modified and are thereby incorporated into any agreement entered into between Rowan and your entity; that such terms and conditions shall control in the event of any conflict with any such agreement; and that your entity will not propose or demand any contrary terms;
2. The terms set forth above will govern the interpretation of provisions related there in any agreement between the parties notwithstanding the expression of any other term and/or condition to the contrary.
3. Your entity agrees that any agreement entered into with Rowan will be the entire agreement between and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with Rowan's employees or other end users, such agreements shall be null, void and without effect, and the terms of the executed agreement shall apply unless specifically accepted by Rowan in writing and provided further that any terms and conditions contained therein, to the extent accepted, will not be accepted to the extent such provisions conflict with the terms and conditions set forth above.

## ROWAN UNIVERSITY TERMS & CONDITIONS: GENERAL

**1. The Service Agreement.** This Service Agreement, and all other documents referred to herein and/or attached hereto, constitute the entire Agreement of the Parties on the subject matter hereof and supersede all prior representations, understandings, and agreements between the Parties with respect to such subject matter. The documents referred to herein and attached hereto shall be read together with this agreement to determine the Parties intent. If there is a conflict between and among such documents, this Agreement shall be the final expression of the Parties' intent. Any Amendment to this agreement must be in writing and signed by both parties or it is void.

Where there is a conflict between attachments, addendum, or other appurtenant documentation to the body of the contract, the body of the contract supersedes the attached Exhibits or documentation.

**2. Performance of Duties.** Vendor will provide the Services to Rowan from time to time on dates and times mutually agreed upon by the Parties. Vendor will discharge its duties pursuant to this Agreement competently, carefully, loyally, in good faith and to the best of its abilities. In performance of its duties,

**3. Payment Schedule and Compensation.**

- a. All cost will not exceed a total of agreed upon amount, inclusive of any reimbursable.
- b. All fees will be paid to Vendor within 30 days of acceptance of the deliverable. Full completion is required for payment. No earnest money or partial or periodic payments will be made.
- c. All fees are to be considered 'all inclusive' and to be paid in the form of a Rowan Check.
- d. Rowan, unless specifically agreeing to in Section 3, Scope of Services, does not reimburse or pay for any of the travel or lodging needs of the contracted Vendor.
- e. Vendor is solely responsible for paying any wages or compensation to any employee or contractor assisting Vendor in the performance of duties under this Agreement. Vendor agrees to indemnify and defend Rowan for any claim by an employee, contractor, or government agency for the payment of wages, compensation, benefits, or any other remuneration for work performed for Vendor.

**4. Compliance with Laws.**

- a. Vendor shall observe and comply with all State of New Jersey, local, and federal laws, and the rules of any governing body having jurisdiction over the premises and/or its use, including but not limited to Rowan, this shall include, but not be limited to, without regard to conflict of law principles, the New Jersey Tort Claims Act, NJSA 59: 1-1 et seq. and the New Jersey Contractual Liability Act, NJSA 59: 13-1 et seq.

- b. Rowan in its programs and services adheres to the State's non-discrimination policy for Affirmative Action and Equal Employment Opportunity. In accordance with that policy, discrimination based upon race, creed, color, national origin, ancestry, age, sex, marital status, familial status, affectional or sexual orientation, atypical heredity cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability will not be tolerated.
- c. Sexual harassment, which is a form of unlawful gender discrimination, likewise will not be tolerated. While in performance of this contract, the Vendor certifies that they do not discriminate on these bases either.

**5. Vendor (Independent Contractor) Relationship.**

- a. Vendor's relationship with Rowan, as well as any individual working for Vendor, shall be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. Vendor is not the agent of Rowan and is not authorized and shall not have any authority to make any representation, contract, or commitment on behalf of Rowan, or otherwise bind Rowan in any respect whatsoever.
- b. Vendor shall be solely responsible for all tax reporting required by any applicable federal, state, or local law with respect to Vendor's performance of the Services and receipt of compensation under this Agreement. Rowan will report amounts paid to Vendor with the Internal Revenue Service ("IRS") as required by law and will provide the Vendor with IRS Form 1099. Because Vendor is an independent contractor, Rowan will not make any deductions or withholdings from Vendor's compensation, and Vendor shall not be entitled to any fringe or employee benefits that Rowan may make available to its employees from time to time.
- c. In connection with the performance of this Agreement, Vendor will comply, as appropriate, with all local, state, and federal laws, regulations and orders, to the extent applicable to Vendor including, but not limited to, equal opportunity employment laws, minimum wage and overtime payment laws, and all immigration laws (including without limitation completing, reviewing, and maintaining each employee's I-9 form), as well as the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., and the New Jersey Contractual Liability Act, NJSA 59:13-1 et seq.
- d. Vendor does not have, nor shall Vendor hold itself out as having, any right, power, or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon Rowan, unless Rowan shall consent thereto, in advance, in writing.

- e. Neither Vendor, nor anyone performing services on Vendor's behalf, either as an employee or sub-contractor, shall be eligible to participate in any benefit program provided by Rowan for its employees.

#### 6. Insurance Requirements.

- a. **Public Liability Insurance:** Comprehensive General Liability, (bodily injury, personal injury, and property damage liability) including company's contingent Completed operations and contractual liability with a minimum:

- \$1,000,000 each occurrence
- \$1,000,000 personal and advertising injury
- \$3,000,000 general aggregate; and
- \$1,000,000 products/completed operations aggregate;

\*\* And, if applicable, the following additional types of insurance:

- b. **Workman's Compensation and Unemployment Insurance:** In adherence with New Jersey State labor laws the Vendor shall maintain, for the protection of the Vendor and all the employees of the Vendor, workers compensation and unemployment insurance coverages, which coverages shall be in full force and effect during the term of this contract and in such policy limits as usual and customary in the industry and as may be required by the laws of the State of New Jersey.
- c. **Comprehensive Automobile Liability Insurance.** Covering all owned, hired and rented vehicles and equipment, with limits of liability of not less than \$1,000,000 for injuries to, or death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than \$500,000 per occurrence. If applicable.
- d. **Professional Liability Insurance:** Comprehensive Professional Liability Insurance with a minimum:
  - \$1,000,000 each occurrence
  - \$2,000,000 general aggregate; and

\*\*\*\*ROWAN must be named as additional insured and a certificate stating such must be produced upon execution.

- 7. **Indemnification.** Vendor shall indemnify, defend, and hold harmless Rowan and the State of New Jersey from any claims, damages, or expenses arising out of or connected to the misconduct or negligence of Vendor, in relation to the work provided for under this Agreement, including, but not limited to, any copyright infringement or other intellectual property claims. Vendor shall be responsible for any and all damages caused by Vendor, and Rowan may, at its sole discretion, deduct the cost of damages from the fee amount.

#### 8. Terms of Agreement

- a. The term of this Agreement shall be from execution of the contract until such time as the event is accepted by Rowan.
- b. The rights and duties arising under this contract shall not be assigned or delegated by either party without the other party's written consent.

Revised 2.12.2024

- c. This contract can't be modified except in writing and as countersigned by both parties.
- d. In the event that any one or more provisions of this contract is declared null and void, or otherwise unenforceable, the remainder of the contract shall survive.
- e. Nothing contained herein shall be construed as to constitute the parties hereto as a partnership or joint venture.

- 9. **Termination.** This Agreement may be terminated by Rowan without cause with fourteen (14) days prior written notice to Vendor. This Agreement may be terminated by Vendor with or without cause with fourteen (14) days prior written notice to Rowan. This Agreement may also be terminated at any time immediately by Rowan for cause which, for the purposes of this Agreement, shall mean Rowan's good faith determination that Vendor has been deficient in the performance of Vendor's duties, that Vendor has breached any provisions of this Agreement, or that Vendor has been unable to perform required duties for a period of five (5) consecutive days. Upon termination of this Agreement, neither Party shall have any further obligation to the other except for obligations accruing prior to the date of termination and obligations, promises, or covenants in this Agreement that are expressly made to extend beyond the term of this Agreement.

- 10. **Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

#### 11. Confidentiality.

- a. Vendor acknowledges that in connection with Vendor's performance of the Services, Vendor may have access to certain proprietary confidential information and/or trade secrets of Rowan including, without limitation, Rowan procedures, policies, business plans, product specifications, know-how, pricing structure, inventions, customer information, vendor information, student information, data systems, financial data, and personnel information (collectively referred to herein as the "Confidential Information"). "Confidential Information" shall not include any information or materials received from a third party having no

- obligation of confidentiality to Rowan with respect to such matter.
- b. Vendor acknowledges that the Confidential Information comprises valuable and unique assets of Rowan, and Rowan would incur irreparable harm if any such information were to be disclosed without authorization. Vendor agrees that Vendor shall not, during the term of this Agreement, or at any time thereafter, disclose, either directly or indirectly, all or any part of the Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, except as required in the course of this engagement with Rowan and for the sole benefit of Rowan. Vendor further agrees to take all actions reasonably necessary and satisfactory to Rowan to protect the confidentiality of the Confidential Information.
  - c. All materials and records embodying Confidential Information, as well as any equipment provided by Rowan to Vendor (hereinafter "Rowan Property") are and shall remain the sole and exclusive property of Rowan, as applicable, and all such Rowan Property, including copies, shall be returned immediately upon termination of this Agreement for any reason. Vendor shall have no right in any creative ideas and/or creative properties of Rowan in whatever form, including, but not limited to, information or ideas on computer disks, or otherwise electronically recorded or filed, as such property is the exclusive property of Rowan, regardless of the source of the property. Vendor shall not make any back-ups or other copies of any information or materials on any laptop or other equipment provided by Rowan and shall comply with all Rowan policies with respect to such information, materials and equipment.
- 12. Indemnification.** Vendor shall indemnify, defend and hold harmless Rowan and the State of New Jersey from any claims, demands, suits, costs, damages and/or expenses (including but not limited to reasonable attorney's fees) arising out of or connected to the misconduct or negligence of Vendor, in relation to the work provided for under this Agreement, including, but not limited to, any copyright infringement or other intellectual property claims. Vendor shall be responsible for any and all damages caused by Vendor, and Rowan may, at its sole discretion, deduct the cost of damages from the fee amount.
- 13. Non-Exclusivity.** During the term of this Agreement, Rowan may engage the services of any other individual or company that competes with Vendor or offers services similar to those offered by Vendor, and any such engagement shall not be considered a breach of this Agreement. Likewise, Vendor may perform services for any other individual or entity of Vendor's choosing, so long as Vendor does not divulge or utilize Rowan's Confidential Information in doing so, and Vendor is not barred or prevented from performing any of its Services under this Agreement.
- 14. Representations and Warranties.** Vendor represents and warrants to Rowan that Vendor has no agreement or other legal obligation, including any restrictive covenant such as a non-competition or non-solicitation, with any person or entity that restricts Vendor's ability to enter into this Agreement with, or perform any duties for, Rowan. Vendor covenants and agrees to indemnify and hold harmless Rowan against any claims, demands, actions or other proceedings against Rowan and all expenses (including reasonable attorneys' fees and costs), judgments, fines, and settlements actually and reasonably incurred by Rowan arising out of or relating to a breach of the foregoing representation and warranty. This obligation shall survive the termination of this Agreement.
- 15. Miscellaneous.**
- a. **Amendment.** This Agreement may be amended or modified only by a written document signed by both Parties to this Agreement.
  - b. **Waiver.** Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party; (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.
  - c. **Notices.** All notices required by this Agreement shall be sufficient if delivered in writing either personally to the Party to be notified or deposited in the United States mail, postage prepaid.
  - d. **Entire Agreement.** This Agreement constitutes the entire agreement between Rowan and the Vendor with respect to its subject matter, and it supersedes all previous oral or written communications, representations or agreements between the parties.
  - e. **Partial invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
  - f. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
  - g. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws

of the State of New Jersey, without regard to any applicable conflict of laws provision. Vendor hereby irrevocably and unconditionally agrees that any suit, action or other legal proceeding arising out of or in connection with this Agreement, or the transactions contemplated hereby, shall be brought in the courts of record of the State of New Jersey or the courts of the United States located in said state, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection to the venue of any such suit, action or proceeding in any of such courts.

Revised 2.12.2024

- h. Independent Legal Counsel.** Vendor acknowledges that it had the opportunity to consult an attorney regarding the terms of this Agreement and its legal consequences.
- i. Counterparts.** This Agreement may be executed in separate counterparts, each of which is deemed to be an original, and all of which taken together constitute one and the same Agreement. A copy of this Agreement signed via fax or email shall have the same binding effect as if it were the original signed version.

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Vendor

Date \_\_\_\_\_

BY: \_\_\_\_\_

Authorized Signatory, Rowan University

**NOTE:** All Vendors are responsible for forwarding invoices to originating department with a copy to [invoices@rowan.edu](mailto:invoices@rowan.edu). If vendor is unable to provide an invoice, they are responsible for completing and certifying the approved Rowan invoice, [Independent Contractor Invoice](#), which is also available on the Human Resources Independent Contractor website.