

Activity/Game/Amusement/Entertainment Equipment Contract

This Agreement is dated this ____ day of _____, 200__ (The "Effective Date") by and between _____ ("Company"), with its principal office at _____ and The Regents of the University of Michigan, a Michigan constitutional corporation, on behalf of the University of Michigan-Flint, ("University") with its principal office at _____, ("Name of Department and address") Flint, Michigan.

1. Type of activity/game equipment: _____
2. Name of Event where equipment will be used: _____
3. Event Date: _____
4. Event Time: _____
5. Event Location: _____
6. Anticipated Number of Participants and Ages: _____
7. No deposits or advance payments shall be made prior to the performance.
8. The Company must submit an invoice to University stating the date the equipment is to be used and amount due and owing. In accordance with the policy of University, payment will be made within thirty (30) days after receipt of invoice. If Company fails to meet all conditions of this Agreement, the contract amount will be renegotiated.
9. The performance of both parties in this Agreement is subject to acts of God, war, governmental authority, terrorism, disaster, strikes, civil disorder, curtailment of transportation or associated facilities, or any other emergency or event beyond the parties' control; making it inadvisable, impractical, or illegal to provide or use the University's facilities, or adhere to the contractual arrangements. If any acts/conditions occur, neither party will be liable for any damages.
10. The Company assumes responsibility for payment of any tax liability, which results from the payment of any fees from University.
11. In the event of a scheduling conflict, Company or University may cancel the engagement without liability by giving the other party no less than thirty (30) days written notice. Notice must be service by certified mail, return receipt requested.
12. In no event shall either party be liable for special, incidental or consequential damages.
13. University's maximum liability under this Agreement shall not exceed the amount paid under this Agreement.
14. This Agreement shall be governed by the laws of the State of Michigan. The parties understand and expressly agree that any claims, demands, or actions asserted against the Regents of the University of Michigan, its agents or employees, shall be brought only in the Michigan Court of Claims, as it is the only court of exclusive jurisdiction over claims against the University of Michigan, a Michigan constitutional corporation. Artist consents to the jurisdiction of the U.S. District Court for the Eastern District of Michigan or the Washtenaw County Circuit Court for the State of Michigan with respect to any claims arising under this Agreement.

15. In the event of any conflict, inconsistency or incongruity between the Company and University, University's agreement shall govern.
16. This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous, oral and written agreements, proposals, understandings and communications.
17. Each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, agents and students (if the University) from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the other party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity.

The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying party or the indemnifying party has not or will not pay the money required for resolution, the parties shall cooperate regarding defense and settlement.

Insurance: Unless more specific insurance provisions are attached, the "Company" shall provide evidence of Commercial General Liability Insurance (\$1 million per occurrence/\$3 million annual aggregate) that names the **Regents of the University of Michigan as an additional insured.**

This agreement is null and void if this Agreement is not signed by the appropriate representative and returned to University by: _____.

Activity/Game/Amusement Company

By: _____

Print Name

Date: _____

University of Michigan-Flint

By: _____

Print Name

Date: _____

By: _____

Theresa Landis
Director, Auxiliary & Recreational Services

Date: _____