

Submitted by \_\_\_\_\_ of \_\_\_\_\_

UNIVERSITY OF IOWA  
EQUIPMENT SERVICES CONTRACT FORM

This contract between The UNIVERSITY of Iowa and the PROVIDER listed below was made this \_\_\_ day of \_\_\_\_\_, 200\_\_. It is agreed that the PROVIDER, who is not a UNIVERSITY employee but an independent contractor, will provide the equipment and/or services listed below at the time and place specified:

NAME/TYPE OF EVENT \_\_\_\_\_  
NAME OF PROVIDER \_\_\_\_\_  
PLACE OF EVENT \_\_\_\_\_  
DATE & TIME OF EVENT \_\_\_\_\_  
DURATION OF EVENT \_\_\_\_\_  
EQUIPMENT/SERVICES PROVIDED \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The UNIVERSITY will compensate PROVIDER in the amount of \_\_\_\_\_, payable by University of Iowa check and presented to the PROVIDER after the EVENT.

Contract Provisions

1. PROVIDER warrants that PROVIDER'S equipment is in good working order. PROVIDER is responsible for any property damage or personal injuries caused by PROVIDER'S equipment.
2. PROVIDER shall purchase and maintain insurance sufficient to provide coverage for claims under workers compensation in statutory limits for the State of Iowa, covering all PROVIDER's employees who perform any obligations under the Agreement. Similar insurance to be required for all PROVIDER's, agents, and subcontractors who are performing duties under this contract.

3. Use of facilities and any and all services performed pursuant to this contract or related to the EVENT shall comply with all applicable laws, rules, regulations, and lawful orders of public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

4. The PROVIDER agrees to accept full responsibility for any and all claims on account of damage to or loss of property or on account of personal injury or death, to the extent such damage or injury was caused by PROVIDER'S equipment or by acts or omissions of PROVIDER or PROVIDER's officials, employees, agents, representatives, guests, or invitees, resulting from the EVENT. PROVIDER further agrees to indemnify and hold harmless the University of Iowa; the State of Iowa; the Board of Regents, State of Iowa; and their employees, agents, and representatives to the extent any and all such claims arise out of acts or omissions of PROVIDER or PROVIDER's officials, employees, agents, representatives, guests, or invitees.

5. PROVIDER shall send the UNIVERSITY a Certificate of Insurance for no less than \$1,000,000 per occurrence in Commercial General Liability insurance naming the State of Iowa; Board of Regents, State of Iowa; University of Iowa; and their employees, agents, and representatives as additional insureds.

6. The UNIVERSITY shall be responsible for claims on account of personal injury or wrongful death resulting from the EVENT, caused by the negligent or wrongful omissions of UNIVERSITY employees, to the extent permitted by Chapter 669 of the Code of Iowa and pursuant to the procedures thereunder.

7. This agreement, which shall be construed in accordance with the laws of the State of Iowa, is binding upon the parties hereto and their personal representatives and is not assignable by either party.

8. This contract is considered cancelled without penalty in the event of illness or Act of God making it impossible for either the UNIVERSITY or PROVIDER to fulfill said obligations.

9. Either party may cancel this agreement without obligation or liability to the other party, by giving written notice thereof at least thirty (30) days prior to the date of the performance.

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THE UNIVERSITY OF IOWA

PROVIDER

BY \_\_\_\_\_

BY \_\_\_\_\_

Thomas R. Baker  
Associate Dean of Students  
Room 249, Iowa Memorial Union

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE UNIVERSITY OF IOWA

PROVIDER

BY \_\_\_\_\_

BY \_\_\_\_\_

George M. Hollins  
University Business Manager  
2660 University Capitol Center

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\_\_\_\_\_  
\_\_\_\_\_

7/09