# Recognized Student Organization (RSO) Contracts

Instructions

Under Board Policy 3300, “RSOs (*recognized student organizations*) wishing to enter into agreements or contracts with persons, corporations or organizations, external to the College community, must have approval by the College’s Vice President for Administration and Finance, or designee, prior to entering into such an agreement or contract in order to ensure that (a) the contract does not create inappropriate or unanticipated liability for the College and the Board of Trustees; (b) if the RSO intends to utilize its student activity fees, the use of the fees is appropriate and sufficient funds exist to cover the cost of the contract, and (c) if the contract includes the utilization of College facilities and/or resources, the RSO has complied with all requirements for the use of such facilities and/or resources.”

This approval does NOT mean that the College’s Vice President for Administration and Finance or designee should sign the agreements or contract. RSO contracts cannot be signed by College faculty or staff on behalf of the RSO. Contracts on behalf of RSOs must be signed by the appropriate RSO officer. The individual signing the contract on behalf of the RSO must be nineteen (19) years of age or older.

We have provided two example contract forms to assist RSOs: one when College resources will not be used and a second when College resources will be used.

Because RSOs will often use College facilities and their activities will be associated with the College in the public perception, the College’s review of RSO contracts may extend beyond a narrow legal definition of “liability.”

Contracts proposed by RSOs should be reviewed for the following:

* ***Funding***What is the source of payment the RSO expects to use? If the plan is to sell tickets or merchandise to cover the cost of an event, does the RSO have a backup source of funds to meet its obligations under the Contract in the event sales are insufficient? If the costs of the Contract are to be paid from student trust funds, do sufficient funds exist to cover the cost? If the College and a RSO are co-funding an event or activity, any portion of the costs allocated to the RSO must be paid from student activity fees.
* ***Risks to the Public***
Does the RSO or contractor carry adequate insurance to cover common or foreseeable risks of the activity? Will the RSO and the College be designated as “additional insureds” on the Contractor’s policy? The College’s insurance will cover some risks, such as the risk of someone being injured because of a dangerous condition in a College building. In other cases, such as rebound devices and trampolines, the College’s insurance policies do not cover the risk.
* ***Risks to the College***Does the activity put participants, onlookers, other people, or College property in unreasonable danger? Will the activity cast an unfavorable light on the reputation of the College? (If this is a concern, it should be discussed with the Vice President for Student Affairs.) Does the Contract attempt to make the College a financial guarantor for the RSO? Will the Contract require extraordinary or overtime work of College personnel or otherwise strain the resources of the College?
* ***Scheduling***
Does the activity conflict with academic or College-sponsored activities? Will the activity disrupt the reasonable expectations of others in the community (*e.g.,* excessive noise during classes or late at night)?
* ***Liability Insurance Considerations for RSOs***
The College maintains property insurance, liability insurance, and other types of insurance pertinent to its operation; however, the College’s insurance coverage does not extend to RSOs. RSOs should conduct business with this understanding.

RSOs should be encouraged to require adequate insurance from a Contractor, as necessary, to protect the RSO (and the College if the services are held on the College’s campus) in the event of damage or injury during the Contractor’s performance of the Contract. The RSO should evaluate any insurance policy it has in relation to the Contract. The RSO Contract for Services examples provide four (4) liability insurance options for the RSO to consider in a risk/benefit analysis when entering into a contractual relationship.

Situations exist in which it may be unreasonable to require the Contractor to fully insure for a Contract for Services. For example, if the Contract is for a speaking engagement in a multimillion-dollar College building, it may be impossible or cost-prohibitive for the Contractor to obtain sufficient insurance to replace the building in the event the Contractor accidentally burns it down. In situations like this, the College may decide to assume the risk in order to allow for the RSO’s service/event.

On the other hand, in some situations, it is essential for the Contractor to provide insurance. One example is a dangerous activity such as a bungee jump or an inflatable bounce house. Liability insurance policies often specifically exclude “trampolines and rebound devices,” so the RSO must require the Contractor to maintain insurance that protects both the RSO and the College (if service is on the College’s campus). If the RSO has questions regarding the level of liability insurance that should be required of Contractors, the RSO may contact the Vice President for Administration and Finance for additional guidance. If the Contractor refuses to provide insurance for these activities, the RSO is not permitted to provide the activity.

If a RSO is contracting for the use of space at an off-campus location, the RSO may be asked to secure liability insurance for the event and provide a certificate of insurance to the off-campus location. The College cannot provide this insurance or a certificate of insurance.

**Recognized Student Organization (RSO)/Vendor**

 **CONTRACT**

***(No Use of College Resources)***

This Contract is made by and between [NAME OF RSO] (RSO) and [NAME OF CONTRACTOR], Choose an item., (“Contractor”) (Collectively, “the Parties”). The RSO is recognized under Board Policy 3300 by \_\_\_\_\_\_State College; however, it is a separate legal entity from the College.

The Parties agree as follows:

1. **Effective Date**. This Contract shall be in effect from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. **Services**. The Contractor agrees to provide the following services to the RSO:
3. **Consideration**. For the services described above, the RSO agrees to pay the Contractor:

{Description of Payment Terms and amount and the source of the payment}

1. **Independent Contractor**. The Contractor shall be an independent contractor and not a RSO employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers’ compensation law and Nebraska unemployment insurance law.

The Contractor agrees that it is a separate and independent enterprise from the RSO, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between the Contractor and the RSO, and the RSO shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages or overtime premiums. If the Contractor has employees or subcontractors, the Contractor further agrees to maintain at least the prescribed minimum workers’ compensation insurance coverage for all of the Contractor’s employees for the duration of this Contract. The Contractor agrees to furnish the RSO proof of workers’ compensation insurance coverage upon request.

Liability Insurance Requirements. - O*ne box below must be selected and marked.*

[ ]  The Contractor is required to carry liability insurance in the amount of one million dollars ($1,000,000) per occurrence with a five-million-dollar ($5,000,000) umbrella. The Contractor’s insurance policy shall be primary and non-contributory. The RSO shall be named as an additional insured party on the policy, and the certificate of insurance shall reflect that the policy waives its right of subrogation against the RSO. A copy of the certificate shall be provided to the RSO.

[ ]  The Contractor is required to carry liability insurance in the amount of one million dollars ($1,000,000) per occurrence with a three-million-dollar ($3,000,000) umbrella. The Contractor’s insurance policy shall be primary and non-contributory. The RSO shall be named as an additional insured party on the policy, and the certificate of insurance shall reflect that the policy waives its right of subrogation against the RSO. A copy of the certificate shall be provided to the RSO.

[ ]  The Contractor is required to carry liability insurance in the amount of one million dollars ($1,000,000) per occurrence. The Contractor’s insurance policy shall be primary and non-contributory. The RSO shall be named as an additional insured party on the policy, and the certificate of insurance shall reflect that the policy waives its right of subrogation against the RSO. A copy of the certificate shall be provided to the RSO.

[ ]  The Contractor is not required to carry liability insurance as a condition of this Contract.

1. **Non-Discrimination**. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 through 48-1125, as amended, and Board Policy 5000. Unlawful harassment and/or discrimination is prohibited. This prohibition shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.
2. **ADA & Drug-Free Workplace Requirements**. All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.
3. **Parties; Subcontractors; Assignment**. The Contractor agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of the RSO. The Contractor agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written consent of the RSO.
4. **Cancellation**. This Contract may be canceled by either party upon thirty (30) calendar days’ written notice. Settlement of the amount due to the Contractor upon cancellation shall be negotiated between the parties based upon (a) specified deliverables completed by the Contractor and accepted and usable by the RSO as of the date of termination when the Contractor initiates termination, or (b) the percentage of services performed by the Contractor as of the date of termination when the RSO initiates termination.
5. **Default; Remedies**. If the Contractor defaults in its obligations under this Contract, the RSO may, at its discretion, exercise any remedy available by law or in equity. In addition to any other available remedy, the RSO may terminate this Contract immediately by written notice to the Contractor. The RSO shall pay the Contractor only for such performance as has been properly completed and is of use to the RSO. The RSO may, at its discretion, contract for provision of the services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the consideration set forth in Paragraph 3.
6. **Complete Agreement; Governing Law; Savings Clause; Amendment**. This Contract sets forth the entire agreement of the Parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this Contract other than those stated herein. This Contract will be construed, interpreted, governed, and enforced under the laws of the State of Nebraska. If any provision(s) of this Contract is (are) determined to be unlawful or otherwise unenforceable, such determination, in and of itself, shall not affect the lawfulness or enforceability of any other provision of this Contract. This Contract may be amended at any time in writing upon the agreement and signature of both Parties.
7. **Designated RSO representative**. The designated RSO representative for purposes of monitoring and oversight of this Contract is:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Typed or Printed Name |  | Telephone |  | Email Address |

1. **Signatures.**

**CONTRACTOR**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Typed or Printed Name |  | Telephone |  | Email Address |
|  |  |  |  |  |
| Signature |  | Title |  | Date |

**RECOGNIZED STUDENT ORGANIZATION (RSO)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Typed or Printed Name |  | Telephone |  | Email Address |
|  |  |  |  |  |
| Signature |  | Title |  | Date |

*For \_SC office use:*

*\_SC Vice President for Administration & Finance Review:\_\_\_\_\_*

*Select Source of Funding: \_\_\_\_\_RSO Bank Account \_\_\_\_\_\_ Student Activities Trust Funds*

*If \_SC Student Activities Trust Funds, list budget code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Recognized Student Organization (RSO)/Contractor/State College**

**CONTRACT**

***(College resources will be used)***

This Contract is made by and between [NAME OF RSO] (RSO); Board of Trustees of the Nebraska State Colleges doing business as \_\_\_\_\_\_\_\_\_\_\_\_\_ State College (the “College”) [*College is only included as a party if College facilities/resources are being used for an event, if not then delete*] and [NAME OF CONTRACTOR}\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Choose an item., (“Contractor”) (Collectively, “the Parties”). The RSO is recognized under Board Policy 3300 by \_\_\_\_\_\_State College; however, it is a separate legal entity from the College.

The Parties agree as follows:

1. **Effective Date**. This Contract shall be in effect from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. **Services**. The Contractor agrees to provide the following services to the RSO:
3. **Consideration**. For the services described above, the RSO agrees to pay the Contractor:

{Description of Payment Terms and amount and the source of the payment}

1. **Independent Contractor**. The Contractor shall be an independent contractor and not a RSO or College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers’ compensation law, and Nebraska unemployment insurance law.

The Contractor agrees that it is a separate and independent enterprise from the RSO and College, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between the Contractor and the RSO or the College, and the RSO and College shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages or overtime premiums. If the Contractor has employees or subcontractors, the Contractor further agrees to maintain at least the prescribed minimum workers’ compensation insurance coverage for all of the Contractor’s employees for the duration of this Contract. The Contractor agrees to furnish the RSO and the College proof of workers’ compensation insurance coverage upon request.

Liability Insurance Requirements. - O*ne box below must be selected and marked.*

[ ]  The Contractor is required to carry liability insurance in the amount of one million dollars ($1,000,000) per occurrence with a five-million-dollar ($5,000,000) umbrella. The Contractor’s insurance policy shall be primary and non-contributory. The RSO and the College shall be named as an additional insured party on the policy, and the certificate of insurance shall reflect that the policy waives its right of subrogation against the RSO and the College. A copy of the certificate shall be provided to the RSO and the College.

[ ]  The Contractor is required to carry liability insurance in the amount of one million dollars ($1,000,000) per occurrence with a three-million-dollar ($3,000,000) umbrella. The Contractor’s insurance policy shall be primary and non-contributory. The RSO and the College shall be named as an additional insured party on the policy, and the certificate of insurance shall reflect that the policy waives its right of subrogation against the RSO and the College. A copy of the certificate shall be provided to the RSO and the College.

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[ ]  The Contractor is not required to carry liability insurance as a condition of this Contract.

1. **Non-Discrimination**. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 through 48-1125, as amended, and Board Policy 5000. Unlawful harassment and/or discrimination is prohibited. This prohibition shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.
2. **ADA & Drug-Free Workplace Requirements**. All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.
3. **Parties; Subcontractors; Assignment**. The Contractor agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of the RSO and the College. The Contractor agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written consent of the RSO and the College.
4. **Cancellation**. This Contract may be canceled by any party upon thirty (30) calendar days’ written notice. Settlement of the amount due to the Contractor upon cancellation shall be negotiated between the parties based upon (a) specified deliverables completed by the Contractor and accepted and usable by the RSO and the College as of the date of termination when the Contractor initiates termination, or (b) the percentage of services performed by the Contractor as of the date of termination when the RSO or the College initiates termination.
5. **Default; Remedies**. If the Contractor defaults in its obligations under this Contract, the RSO and/or the College may, at their discretion, exercise any remedy available by law or in equity. In addition to any other available remedy, the RSO and/or the College may terminate this Contract immediately by written notice to the Contractor. The RSO shall pay the Contractor only for such performance as has been properly completed and is of use to the RSO. The RSO and/or the College may, at its discretion, contract for provision of the services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the consideration set forth in Paragraph 3.
6. **Complete Agreement; Governing Law; Savings Clause; Amendment**. This Contract sets forth the entire agreement of the Parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this Contract other than those stated herein. This Contract will be construed, interpreted, governed, and enforced under the laws of the State of Nebraska. If any provision(s) of this Contract is (are) determined to be unlawful or otherwise unenforceable, such determination, in and of itself, shall not affect the lawfulness or enforceability of any other provision of this Contract. This Contract may be amended at any time in writing upon the agreement and signature of all Parties.
7. **Designated RSO representative**. The designated RSO representative for purposes of monitoring and oversight of this Contract is:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Typed or Printed Name |  | Telephone |  | Email Address |

1. **Designated College Representative**. The designated College representative for purposes of monitoring and oversight of this Contract is:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Typed or Printed Name |  | Telephone |  | Email Address |

1. **Signatures.**

**CONTRACTOR**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Typed or Printed Name |  | Telephone |  | Email Address |
|  |  |  |  |  |
| Signature |  | Title |  | Date |

**RECOGNIZED STUDENT ORGANIZATION (RSO)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Typed or Printed Name |  | Telephone |  | Email Address |
|  |  |  |  |  |
| Signature |  | Title |  | Date |

**COLLEGE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Typed or Printed Name |  | Telephone |  | Email Address |
|  |  |  |  |  |
| Signature |  | Title |  | Date |

*For \_SC office use:*

*\_SC Vice President for Administration & Finance Review:\_\_\_\_\_*

*Select Source of Funding: \_\_\_\_\_RSO Bank Account \_\_\_\_\_\_ Student Activities Trust Funds*

*If \_SC Student Activities Trust Funds, list budget code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*