**DOANE UNIVERSITY**

**SPEAKER AND EVENTS CONTRACT REQUIREMENTS CHECKLIST-OUTSIDE FORMS**

**For Doane Faculty and Staff**

Please complete the checklist below or write “NA” if Not Applicable.

Send this document with your 1. Contract, 2. Purchase Order (PO) with account number and appropriate approvals and 3. W-9 to the VP for Business & Finance for final review and signature on the contract. Contracts will not be executed without this checklist being completed.

\_\_\_\_\_\_Communicate with whoever you are working with to contract as a speaker or as an event for Doane the following (in writing and verbally). “**Please note that I am the contact person to gather terms and conditions of a contract, but I do not have authority to enter into a contract on behalf of Doane University. All contracts to be binding must be reduced to writing and executed by an authorized officer of Doane University.”** Please act consistently with that by not making conflicting statements like "Ok, go ahead and book it and I will get the signature as we are in agreement."

\_\_\_\_\_The state law that governs this contract is the state of NEBRASKA (no other state should be listed). If it doesn’t say anything, that’s ok too.

\_\_\_\_\_I have provided a general ledger account number to charge to Accounts Payable

\_\_\_\_\_The contract states that they are paid 100% upon completion of that performance. There are no deposits or amounts paid in advance of the event.

\_\_\_\_\_The contract has mutual indemnity. This is sample language for such. This protects both Doane and the speaker or contractor for negligent acts, omissions, or intentional misconduct. (You will want to give this wording to your speaker or contractor in advance of the contract).

Doane shall defend, hold harmless and indemnify \_\_\_\_\_\_\_\_\_, its employees, officers, directors, agents or assigns from and against all claims, liabilities, fines and penalties, costs, damages, expenses and attorneys’ fee arising from or attributable to the negligent acts or omissions or intentional misconduct of Doane which occur while fulfilling its duties under this Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_ shall defend, hold harmless and indemnify Doane, its employees, officers, directors, agents or assigns from and against all claims, liabilities, fines and penalties, costs, damages, expenses and attorneys’ fee arising from or attributable to the negligent acts or omissions or intentional misconduct of \_\_\_\_\_\_\_\_\_\_\_ which occur while fulfilling its duties under this Agreement.

\_\_\_\_\_I have completed the W-9 with the proper name, address and tax ID number of the individual or business. <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

\_\_\_\_\_I have submitted an event request online at <http://www.doane.edu/about-doane/offices/events> and confirmed that the event date doesn’t conflict with any other important events on campus and the resources I need are available. If Doane cannot, I have modified and adjusted the contract accordingly to what we can do.

\_\_\_\_\_I need print materials (poster, brochures, program, etc), so I contacted Service Bureau and provided the required content or I followed the instructions for submitting a request on their website at <http://www.doane.edu/copy-print-solutions>. I have contacted the Office of Strategic Communications if I need press releases or other forms of marketing materials.

\_\_\_\_\_I have included in the contract that Doane has the right to videotape and take photographs and use those as promotional materials. If there are any rules or limitations, they are included in the contract.

\_\_\_\_\_If there are additional AV requirements outside of those available on the events request I completed earlier, I have called the Help Desk and confirmed that Doane can meet the requirements listed on the contract. If Doane cannot comply with certain provisions requested by the vendor, I have modified and adjusted the contract accordingly to what we can do.

Revised – 11/14/13, 2/19/16, 1/31/17, 5/24/17