**ADMEI Standard Vendor Service Agreement**

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**This Service Agreement (Agreement) is a contract by and between [DMC Name] (“DMC”) with offices at [DMC Address] and [Vendor Name] (“Vendor”) with offices at [Vendor Address].** Agreement shall begin on  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, and end on   \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.  This Agreement will be binding when signed by authorized representatives of both parties.  This Agreement is incorporated into all contracts during the term noted above and any reference to this contract includes this Agreement.  In the event of a conflict, this Agreement shall supersede.

**Services to be Provided**

During the term of this Agreement, DMC shall engage Vendor to provide certain services according to the individual programs submitted from time to time by DMC to Vendor in the form of purchase orders, program agreement or confirmations (collectively “Programs”) accepted by Vendor. Programs shall specify the services, costs, terms and conditions. Vendor certifies that it has read the attached **Required Vendor Performance Standards** and agrees to operate according to those standards.

**Independent Contractor Status**

Vendor is an independent contractor and not an employee of DMC. DMC is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Vendor. Compensation paid to Vendor shall be inclusive and Vendor shall be legally responsible for the payment of all federal and state taxes including income taxes and social security. If Vendor is not incorporated, Vendor understands that DMC will be issuing a 1099 Form and hereby agrees to furnish DMC with a Social Security Number or Federal ID Number and address in order to comply with Federal regulations. Vendor is not entitled to insurance coverage (including Workers’ Compensation Insurance) or other company benefits, if any, offered to employees of DMC.

**Confidentiality**

**Client Information.** Vendor agrees to hold all data and information related to DMC and its clients and their participant/attendees (including without limitation financial data, personal identifiable information, Client information, and participant/attendee information, photos, images and likeness) in strict confidence. Such data and information may not be used, accessed, disclosed, transferred or transmitted by Vendor to any third party without the prior written approval of DMC and provided that such third party has signed a confidentiality agreement with requirements at least as stringent as those contained herein and such use, access, disclosure, transfer or transmittal of data and information is only for the benefit of the DMC’s client in connection with performing services under this Agreement. Vendor represents and warrants that under no circumstances will Vendor use, share, sell, disclose or otherwise disseminate any data or information related to Program participants/attendees to any other third party.

**Intellectual Property.** Vendor shall be limited in the use of DMC’s confidential and proprietary information, which includes but is not limited to anything created for a specific client for a program, for the execution of the events as set forth in the Program, including but not limited to original ideas in interpretation of a client provided theme, any photos provided for purposes of illustration of original ideas and proprietary information.

**Photographs.** DMC reserves the right to publish photographs and video footage taken during the Program for use in DMC’s promotional materials. Vendor may not photograph or video any portion of a Program including set-up without prior written consent from DMC. DMC must consult with their client(s) for approval prior to the Program.

**Risk Management**

**Compliance with applicable laws.** Vendor shall perform this Agreement in compliance with all applicable rules and regulations of all regulatory bodies and with all laws, ordinances, orders, rules and regulations of all local, state, federal and all other jurisdictions having authority over the performance hereof, including but not limited to, the Americans with Disabilities Act, its regulations and guidelines, labor laws, workers compensation laws, and fire, safety and health regulations and laws applicable to the sale, service, or furnishing of alcoholic beverages. Vendor shall be responsible for securing such permits, licenses and approvals as may be necessary for the provision of its services at the Program, unless otherwise provided in this Agreement.

**Safety.** Vendor represents and warrants that (i) it has an established business, a good safety record and a good reputation in the industry and is appropriately licensed; (ii) it will perform services in a professional and safe manner consistent with the highest of industry standards, following proper safety procedures with equipment that is at all times properly maintained and in good working order; (iii) it will take all prudent and appropriate security, safety and health precautions in supplying the services and will deploy only personnel who are properly trained in security, safety and health matters relevant to the supply of the services; and (iv) it will use items fit for the purpose for which they are supplied.

**Indemnification/Hold Harmless.** Vendor hereby releases, relinquishes, discharges, and agrees to indemnify, protect, defend, and hold harmless DMC and its client(s), their officers, directors, employees and agents and each of them, (collectively “the indemnitees”) from and against any and all claims, demands, actions, judgments, liabilities, costs and expenses, including costs of defense thereof, incurred by any of the indemnitees caused by or arising from the negligence, gross negligence, intentional misconduct or other happening in connection with the provision of services by Vendor, its officers, directors, employees, agents or contractors.

**Insurance.** Vendor shall, at Vendor’s sole cost and expense, purchase from and maintain in a company or companies lawfully authorized to do business in [STATE], insurance to protect DMC and Vendor against any liability arising out of the providing of Services or that may arise out of or as a result from Vendor’s acts or omissions hereunder or in providing Services hereunder or for which Vendor and/or DMC may be legally liable, whether such acts or omissions be by Vendor or by a subcontractor or by anyone directly or indirectly employed by any of them. Vendor acknowledges that DMC has no obligation to maintain insurance on the Vendor’s behalf.

A Certificate of Insurance must be provided by Vendor (30 days) prior to the beginning of any Program(s) with DMC named as an Additional Named Insured.

The Vendor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance and Vehicle Liability Insurance of the type and in the amounts specified below, or; (2) to insure the activities of its Subcontractors in its policy.

 Vendor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by [State]  for all of its employees to be engaged in such work at the site of the project under this Contract and in case of any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance.

Vendor shall maintain appropriate level and type of insurance based on respective industry regulations. At minimum, Vendor shall maintain Commercial General Liability (CGL) in an amount not less than [$1,000,000] Combined Single Limit per occurrence and [$2,000,000] annual aggregate per project.

For Transportation vendors, Vendor’s Commercial Automobile Liability insurance must provide coverage for owned, non-owned, and hired vehicles and trailers used in connection therewith, with a combined single limit for bodily injury and property damage no less than [$5,000,000] per occurrence.

**Termination**

DMC may terminate this Agreement immediately if DMC, in its sole discretion, determines that there has been a significant deterioration in the condition of any property, venues, vehicles, vessels, or associated facilities and amenities provided or to be provided with respect to any Services or if there is any change in the ownership, control, financial solvency or management of Vendor.

Vendor will promptly notify DMC of any construction, remodeling, renovation, bankruptcy, change of ownership over or before the meeting dates, which would impact the Program. Should any of the aforementioned be mutually determined by the Vendor and DMC to not allow the Vendor to honor its contractual arrangements, then the DMC shall have the right to terminate this contract without liability with written notice to the Vendor, as long as such notice is given within 30 days of the DMC’s receipt of notice of such aforementioned construction, remodeling, renovation, change in ownership.

Additional cancellation terms may be covered in an attachment to this document.

**Force Majeure**

Either party may terminate its performance obligations without liability to the extent its performance is affected by acts or occurrences beyond its control that makes it impossible to hold the Program or for Vendor to provide the services specified herein.   The acts or occurrences that trigger the right of either party to terminate this Agreement under the terms of this section include, but are not limited to: acts of God, war, civil authority or government regulation (including advisories, quarantines and curfews), natural disaster, fire, strikes or other labor disputes, curtailment or disruption of transportation, civil disorder, terrorism and responses thereto, an act or occurrence creating a significant risk to the participants’ health or safety, or affecting a party’s performance. This Agreement may be terminated without penalty for any one or more of such reasons upon written notice from one party to the other.

Should this Agreement be terminated according to the terms in this Section, Vendor will return to DMC any payments previously paid by DMC to Vendor, less any non-recoverable and other out-of-pocket costs Vendor has paid or is obligated to pay to Vendor’s suppliers and subcontractors, so long as such costs are supported by reasonable documentation.

**Terms & Conditions**

**Governing Law.** Each party acknowledges that this agreement shall be construed under the laws of [State], and if any legal action is brought under this agreement, such legal action shall be brought in [City] [County] [State] [Country] without reference to any choice of law doctrine.

**Disputes.** DMC and Vendor shall use their best efforts to settle any controversy, dispute, or claim arising out of or relating to this Agreement, its validity, interpretation, or breach thereof, by negotiation or mediation. If, after 30 days from the first written notice of a dispute the parties are not able to agree on any settlement, such controversy, dispute or claim shall be settled by arbitration. Such shall be held in the county of DMC’s primary office in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be initiated by either Party delivering to the other a written notice of intention to arbitrate. The Arbitrator(s) shall be appointed by and in accordance with the existing procedures of the American Arbitration Association. The arbitration process is binding on the Parties and shall be a final resolution of any such dispute to the same extent as a final judgment of a court of competent jurisdiction. If necessary, Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The substantially prevailing party in any such arbitration, as decided by the Arbitrator(s), shall be entitled to an award of its reasonable costs and expenses incurred in connection with such arbitration, including but not limited to attorney fees and expenses, expert and/or consultant fees and expenses, the administration fees and expenses of arbitration, and the compensation and expenses of the arbitrator(s).

**Substitutions.** Vendor must advise DMC of service substitutions as soon as the need occurs. DMC will maintain the right of accepting the substitution as presented or releasing the Vendor from contracted services. If Vendor is released from services due to unacceptable substitution, all deposits and/or payments to Vendor will be refunded to DMC.

**Enforceability.** In case any one or more of the provisions contained in this Agreement shall be held to be unenforceable, such unenforceability shall not affect any other provisions and the remaining provisions shall be enforceable.

**Waiver.** Waiver by either party of any term or condition of this Agreement or any breach shall not constitute a waiver of any other term or condition or breach of this Agreement.

**Changes / Notices.** Any notice pertaining to this Agreement must be in writing and will become effective when delivered and received by the intended recipient.

**Assignment and Authorized Subcontractors.** Vendor shall not assign its rights or obligations under this Agreement without the prior written consent of DMC, and any attempted assignment in violation of this section shall be of no force or effect.

DMC shall have the right, at is sole discretion and without the consent of Vendor, to employ subcontractors as necessary to complete the services described hereunder, and DMC shall be responsible for the payment of any said subcontractors.

**Authorized Signatures**

The persons whose names and signatures appear below, represent and warrant that they have authority to enter into this agreement on behalf of the company, firm or organization they purport to represent and hereby agree to the terms set forth herein.

The Vendor and DMC have executed this agreement on the date set forth below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Vendor Name    |    |    |    |    |
| Vendor Contact  |    | Title  |    | Date  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| DMC Name    |    |    |    |    |
| DMC Contact  |    | Title  |    | Date  |

**Required Vendor Performance Standards**

DMC to insert their own performance standards here. Standards might include topics such as:

**Professional behavior**

**Vendor may not work directly with client for specified period of time**

**Guests of Vendors**

**Additional charges**

**Tip jars**

**Payment**

**Attire & Conduct Policies**

**Smoking & Alcohol**

**Meals**

**Vendor Access**

**Load-In/Load-Out**

**Parking**

**Supplies & Equipment**

**Power Requirements**

**Vendor Specific clauses**

**Transportation**

Vendor agrees to the following:

Once the vehicles are confirmed, Vendor shall not reassign vehicles without prior written consent. This includes, but is not limited to, changing vehicle size, substituting vehicles or subcontracting with alternate vendors.

All vehicles shall spot and be ready at least fifteen (15) minutes before service is scheduled to begin, unless otherwise instructed in writing.

DMC shall receive a final invoice from the transportation company within 3 business days after the last transfer for that program.

**Catering/Bartending Services**

*DMC should obtain a copy of the* *caterer's most recent health department inspection. Service of alcoholic beverages* *should also be addressed.* *(Note: This issue is already addressed in the contracts with hotels). For example:* *"Service of Alcoholic Beverages - If alcoholic beverages are to be sold or served* *during the functions, such beverages shall be dispensed only by Vendor's* *employees and bartenders.*

**Service Requirements.** Vendor shall: (a) request proper identification (photo ID) of any person who in Vendor's judgment appears to be of questionable age and refuse alcoholic beverage service if the person is either under age or proper identification cannot be produced, and (b) refuse alcoholic beverage service to any person who, in Vendor's judgment, appears intoxicated, or for any other reason required by law, cannot be served.

**Training.** Vendor represents and warrants that Vendor personnel that dispense alcoholic beverages have undergone adequate training to prevent any incidents which could result in claims of liquor liability.

**Indemnification.** Notwithstanding any other provision of this agreement, Vendor shall defend, indemnify and hold harmless DMC and their respective clients, directors, officers, employees, and agents, and each of them, from and against any and all losses, damages, claims, expenses and liabilities of any kind, including costs of defense thereof, caused by or arising from Vendor's sale or service of alcoholic beverages.

**Speaker/Performer Contracts**

*DMC should obtain a* *representation from the speaker/performer that he/she is not infringing on* *another's work and include an indemnification to the extent this commitment is* *breached. For example:*

Speaker/Performer represents and warrants that none of the material contained in the Presentation/Performance to be made by Speaker/Performer will violate or infringe upon the proprietary or statutory rights of any person or entity, or constitute an invasion of anyone's right to privacy, and that Speaker/Performer shall not libel, slander or defame anyone in making the Presentation/Performance.

In the event Speaker/Performer is alleged to have engaged in any conduct which, if true, would constitute a breach of such warranty, Speaker/Performer shall defend, indemnify and hold DMC and their respective clients, officers, directors, employees and agents, and each of them, harmless from any and all claims or causes of action, including court costs and attorneys' fees, resulting from such conduct.

*If the speaker or performer's program is to be filmed, taped, etc., DMC must obtain the speaker's consent. For example:*

In consideration of payment of \_\_\_\_\_\_\_\_\_ dollars [insert amount, e.g. "ten", or "a copy of the audio tape and/or CD-ROM"] ($\_\_\_\_\_\_\_\_\_\_), and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I consent to [Organization Name] and those acting on its behalf recording my presentation at and participation in [Program Name] on \_\_\_\_\_\_\_\_\_\_\_\_\_ [insert date] ("the Program").

*If the speech or performance recording will be reproduced and distributed by* *[Organization Name], the speaker/performer should agree to the following:*

I consent and give my permission to [Organization Name] and those acting on its behalf to reproduce my presentation and participation in the Program in whole or in part and in any and all forms as may be chosen, to abridge, edit or otherwise modify, and to use in any manner, either verbatim or as edited, the audio, video or CD-ROM recording of my presentation and participation in the Program, and to distribute and use copies of all or part of my presentation and participation in the Program in any manner [Organization Name] may find appropriate, retaining all proceeds derived from such distribution and use. I irrevocably grant, assign and transfer to [Organization Name] all of my rights, title and interest in the Program, including but not limited to copyright and ownership thereof, and all rights subsumed thereunder, under copyright laws of the United States and all foreign countries, and I retain no rights of any sort therein.

I release [Organization Name], and those acting on its behalf from any claims or liability of any kind arising out of or in connection with my presentation and participation in the Program, and I release all claims for payment for audio tapes, video tapes and/or any other materials prepared and/or distributed and/or marketed by [Organization Name] involving, concerning or with respect to my presentation and participation in the Program."

**Audio-Visual Equipment and Services Contracts**

*The Americans with* *Disabilities Act should be addressed in this contract (in addition to the* *"Compliance with Laws" provision discussed above) with respect to auxiliary* *aids. For example:*

Vendor shall assist DMC in complying with its obligations, if any, under the Americans with Disabilities Act, its regulations and guidelines by providing DMC with information concerning Vendor's available auxiliary aids and services.

**Alternative Confidentiality language (More stringent for more stringent third party protection)**

Vendor represents and warrants that under no circumstances will Vendor use, share, sell, disclose or otherwise disseminate any data or information related to Program participants/attendees to any other third party. Vendor will use best efforts to establish controls to safeguard the confidentiality of such data and information. To the extent Vendor has access to or possesses any of such data or information, Vendor agrees to implement physical and other security measures to: (i) safeguard the security and confidentiality of the data and information; (ii) protect against any threats or hazards to the security and integrity of the data and information; and (iii) protect against any unauthorized access to or use of the data and information. Vendor agrees to immediately notify DMC of any known misappropriation, or unauthorized disclosure, access or use of any data and information by any person or entity or a breach of security internal to Vendor that has exposed such data and information to unauthorized individuals. Such notification will be made by Vendor via a telephone call to DMC ***AND*** an email detailing the known and unknown facts of the incident, sent to DMC. Vendor will update DMC on a daily basis and take all steps requested by DMC to limit, stop or otherwise remedy such misappropriation, or unauthorized disclosure, access.

DMC:                                                             Vendor: