

VENDOR SERVICES AGREEMENT
by and between
TEXAS A&M UNIVERSITY – TEXARKANA
and

This Vendor Services Agreement (“Agreement”), when signed by all parties, shall constitute a contract by and between Texas A&M University-Texarkana, a member of the Texas A&M University System, an agency of the State of Texas (“TAMUT”), and _____ (Vendor”).

1. TAMUT contracts the services of Vendor as follows: _____

2. TAMUT agrees to pay Vendor _____ Dollars (\$ _____) for the services provided by Vendor as specified herein. This amount represents the total sum payable by TAMUT for Vendor’s services.
3. Vendor guarantees qualification of Vendor attendants and confirms that all have a safe history of doing such events as outlined in this Agreement. TAMUT is interested only in obtaining the safe handling of the equipment furnished under this Agreement and the safety of participants. The manner and means of obtaining such performance and overall safety of participants is under the sole control of Vendor.
4. Vendor guarantees that the equipment furnished under this Agreement is in good working order. Any malfunction or disability of said equipment resulting from poor maintenance by Vendor will entitle TAMUT to a pro-rated rental fee. In the event of a malfunction or disability of said equipment, Vendor shall immediately advise TAMUT of the malfunction or disability, specify where the equipment is located, the nature of the malfunction or disability, and any known cause.
5. State Contracting Requirements:
 - A. Vendor shall obtain and maintain, for the duration of this Agreement, a commercial general liability and property damage insurance policy that designates TAMUT University as an additional insured, and that provides coverage in the amount of \$100,000.00 per single occurrence for property damage (including TAMUT’s property) and \$1,000,000.00 per single occurrence and \$2,000,000.00 aggregate for injury to or death of any person that results directly or indirectly from the negligent act or omission of Vendor or Vendor’s officers, employees, agents, contractors, or invitees for the duration of this Agreement. The required insurance shall be with an insurance company or companies authorized to do business in the State of Texas and under policy or policies acceptable to TAMUT.
 - B. Vendor acknowledges that TAMUT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of this Agreement, which may include, but is not limited to, those terms and conditions relating to liens on TAMUT’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements

and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions relating to these Limitations will only be binding on TAMUT to the extent permitted by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by TAMUT nor any other conduct, action, or inaction of any representative of TAMUT relating to this Agreement constitutes or is intended to constitute a waiver of TAMUT's or the State's sovereign immunity to suit.

- C. Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- D. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUT and Vendor to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. Vendor shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Director of TAMUT, who shall examine Vendor's claim and any counterclaim and negotiate with Vendor in an effort to resolve the claim.
- E. The validity of the Agreement and all matters pertaining thereto shall be governed and determined by the Constitution and the laws of the State of Texas. Venue for any suit filed against TAMUT shall be Bowie County, Texas.
- F. **Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- G. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Vendor/Contractor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- H. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated if this certification is inaccurate.
- I. **Public Information.**
 - A. PROVIDER acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

- B. Upon A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
 - C. PROVIDER acknowledges that A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
 - D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- J. **Records Retention.** PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
- K. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

ACCEPTED & AGREED:

VENDOR:

TEXAS A&M UNIVERSITY-TEXARKANA

Signature (Please print name as well)

Title: _____

Date: _____

Address:

Telephone Number

Jeff Hinton

Title: CFO

Date: _____

Kathy Williams (If Applicable)

Vice President of Enrollment Services

Date: _____

Dr. David Yells (If Applicable)

Vice President of Academic Affairs

Date

LeAnne Wright (If Applicable)

AVP University Advancement

Date

Dr. Emily F. Cutrer (If Applicable)

President and CEO

Date