

Dear Student Organizations,

A new College Association policy will be implemented immediately regarding the submission and approval of Hunter College contracts. In order for a contract to be paid out for any service (such as DJ's, food orders, honoraria, etc.) related to an event, a copy of the Hunter College Student Event Information Form must be attached to the contract. The form must be completely filled out including the signatures of the representatives of the student organization, the USG or GSA and the Dean of Students representative. In order to have the Student Information Event Form reviewed by the Dean of Students representative, the contract must be completely approved by the College Association (a process which can take up to 7 days) and then, and only then, will the Student event Information Form be signed off on by the Dean of Students representative. Thus, following the event, the approved event form copy must be submitted with the approved Hunter College contract, a Voucher/Request for Check form, an invoice, and a stamped flyer. Without any of the aforementioned documents, payment will not be issued. As always, Hunter USG, the GSA, and the Media Board, as well as other offices, will be more than happy to assist you with the preparation of any of these forms. With any questions, please contact the Hunter USG Finance Department, the GSA, Media Board, the Hunter College College Association (in TH203), Ms. Miesha Smith or Ms. Wooten.

Thank you very much in advance.

CUNY By-Laws require that this agreement **must** be used whenever a student organization is contracting for payment of fees to a speaker or performer and other individuals rendering services.

The College Association of Hunter College Contract

AGREEMENT between _____
a student organization chartered by the _____ Student Government and _____ in person, or by a representative who exhibits, in advance, properly set forth written authorization that he/she/it has written authority to enter into this specific agreement for the specific date and time stated below and at the specific terms set forth; and if signed by the agent, he/she/it guarantees performance under those terms and on date and time set forth below:

1. Date of performance or event: _____
2. Time-length of performance or of event: _____
3. Place of performance or event: _____
4. Nature of performance or event (details-how many persons in orchestra or other event): _____

5. Equipment: (to be supplied by whom) _____

6. Security services: (who is to pay for security) _____

7. Costs of advertising: (who is to pay) _____
8. Costs of travel, hotel, etc.: (who is to pay) _____
9. Amount of payment to be made: * _____
10. Method of payment in full:
 - a. At one time (date) _____
 - b. If several payments (dates of each): _____
 - c. Time of Final Payment (date): _____
11. Neither party hereto shall have the right to cancel, except upon written agreement of the other. _____
12. **This agreement shall not be operative until an authorized person from The College Association of Hunter College has signed this agreement at the place indicated prior to the event (see Nicole Hector-Hutchinson, Room TH203)**
13. MISCELLANEOUS TERMS _____

PLEASE NOTE: HUNTER COLLEGE AND THE COLLEGE ASSOCIATION OF HUNTER COLLEGE, IN NO WAY, ACCEPTS RESPONSIBILITY OF THIS AGREEMENT FOR PERFORMANCE OR PAYMENT OF ANY SUMS DUE. THE PARTIES TO THIS AGREEMENT ARE THE SOLE GUARANTORS OF EITHER PAYMENT OR PERFORMANCE, AND WILL NOT LOOK TO THE COLLEGE ASSOCIATION OF HUNTER COLLEGE, HUNTER COLLEGE OR CITY UNIVERSITY OF NEW YORK FOR ANY PAYMENT.

Amount To Be Paid: _____

Payable To (Please Print): _____

Social Security Number: _____

Address: _____

Phone Number: _____

CUNY Employee Status:

I am not an employee of CUNY

INSURANCE - The contractor shall maintain the following insurance and provide proof of such coverage in advance of the performance or services: _____

RIDERS - The contractor further agrees to be bound by any riders attached to this document as indicated and initialed.

Student Organization Representative / President

Student Organization Representative / Treasurer

Contractor or Authorized Representative / Title

Reviewed by College Association Representative/Title

*The maximum permissible fee for any performer or speaker shall be determined by the appropriate student government or student organization. Once the fee is authorized, The College Association representative will contact the Business Office to encumber the money expressly for this contractual obligation.

SECURITY - Security for a event, if held on college premises, shall be under the control and supervision of the College. There shall be no frisking or searches permitted, except by law enforcement officials. No private security personnel, such as bodyguards or escorts acting in a security capacity, with the exception of security guards contracted for by the College, shall perform any campus security or security related functions. The use of armed private security guards is prohibited. Any person or organization violating such an agreement may be denied future access to any CUNY campus or subject to applicable college sanctions. Law enforcement officers who are charged with the responsibility of providing crowd control or security to various dignitaries are excluded from this policy.

PAYMENT - In order for payment to be made there must be proper documentation that the event took place. Such documentation shall include:

- a. A statement that the event took place, signed by a person authorized by the College Association of Hunter College, who attended the event; or
- b. Other documentation, approved by the College Association of Hunter College, that shows that the event took place.

NON-DISCRIMINATION - The contractor agrees that in the performance of this agreement, it will not discriminate against any person or group of persons on the basis of age, sex, race, disability, religion, national origin, or sexual orientation, and that it will comply with all applicable laws and regulations of the United States and the State and City of New York with respect to its performance under this agreement.

CONFLICT OF INTEREST - The contractor represents that no monetary or other form of remuneration has been given, offered or promised to anyone in order to include the college organization to enter into this agreement, no remuneration shall be given, offered or promised to any agent, servant, employee, officer, director or student of the College, the City University of New York, The College Association of Hunter College, the City and the State of New York.

INDEMNIFICATION, HOLD HARMLESS - The contractor agrees to be responsible for any personal injury or property damage which is directly or indirectly attributable to contractor's performance under this agreement, or to the activities of the contractor's agents, servants, employees, volunteers, and subcontractors if any. The contractor agrees to indemnify and hold harmless Hunter College, The College Association of Hunter College, The City University of New York, the State of New York, and their respective directors, officers, agents, servants, employees, members, students, and invitee from any and all responsibility, costs or liability of any nature, kind and description, whatsoever, and from any claims or causes of action for personal injury, (including wrongful death) and property damage, directly or indirectly, arising from the performance of the contractor and its agents, servants, employees, volunteers, and subcontractors if any, under this agreement.

COMPLIANCE WITH COLLEGE REGULATIONS - The contractor agrees to comply with all rules and regulations applicable to Hunter College, The College Association of Hunter College, The City University of New York and the State of New York.

ME:jss

June 17, 2004

C:\Documents and Settings\jamillah\My Documents\MyFiles\Handbook 2004\CONTRACT.wpd

EXHIBIT 1

INDEPENDENT CONTRACTOR SERVICE CLAIM FOR PAYMENT

(Instructions: This Claim for Payment form is to be submitted with the Contractor's invoices)

I. PAY TO (please print):

PAYEE FIRST NAME	PAYEE LAST NAME
HOME ADDRESS	
CITY, STATE, ZIP	TELEPHONE NUMBER () -
PAYEE EIN (LEAVE BLANK IF SSN)	FAX NUMBER () -
DEPARTMENT NAME TO BE CHARGED	DEPARTMENT NUMBER TO BE CHARGED

II. DESCRIPTION OF SERVICES:

--

III. DATES OF SERVICES:

FROM	TO
FROM	TO

IV. PAYMENT/REIMBURSEMENT AMOUNT:

1. Services (complete A **or** B):

- A. Contract Fee \$ _____
- B. Rate per hour/day \$ _____ x hours/days _____ \$ _____

2. Travel Expenses (non-employee only - refer to current travel guidelines):

- A. Transportation (\$ ____/mile x _____ miles) \$ _____
- B. Lodging (Amount/Day _____ x _____ days) \$ _____
- C. Meals (non-employee per diem only) \$ _____
- D. Other (attach explanation/justification) \$ _____

TOTAL: \$ _____

V. PAYEE CERTIFICATION:

I certify that the above-listed services have been performed and that the reimbursement claimed is a true and accurate representation. I further certify that I have not been on the New York State or a CUNY or SUNY payroll during the last two years.

Print Name

Signature

Date

VI. UNIVERSITY/COLLEGE DEPARTMENT AUTHORIZATION:

I certify that the above-listed services have been performed, that the reimbursement claimed is true and accurate, and that the charges are authorized against the account number listed above.

Print Name

Signature

Date

1. What is the funding source? State tax funds or non-tax levy?

Non-tax Levy

2. What goods & services are you getting?

3. Contact/ Sales Rep's Name:

4. Company Name

5. If they have a US TIN #

6. Corporate Address

7. Email address

8. Telephone number
