

**UNIVERSITY OF NOTRE DAME  
FORM CONTRACT FOR THE PROVISION OF ANIMALS AT ENTERTAINMENT EVENTS**

Animal Provider: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Time of Event (EST): \_\_\_\_\_

Animal Provider Shall Arrive Before (EST): \_\_\_\_\_

Event Details: \_\_\_\_\_  
\_\_\_\_\_

Location of Event (s): \_\_\_\_\_

University: UNIVERSITY OF NOTRE DAME  
NOTRE DAME, INDIANA 46556

Notre Dame Contact Person: \_\_\_\_\_

Club/Organization/Hall: \_\_\_\_\_ Telephone: \_\_\_\_\_

Agreed Fee for Event (if any): \_\_\_\_\_

University Check Made Payable to: \_\_\_\_\_

Federal ID # or Social Security Number of Check Recipient: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have set their respective hands on the Date of Agreement recited above.

UNIVERSITY OF NOTRE DAME:

ANIMAL PROVIDER:

\_\_\_\_\_  
Maureen Doyle  
Director Student Centers, Activities and Events

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This agreement is subject to all terms and provisions in the attached University of Notre Dame Entertainment Events Involving Animals Terms.

## UNIVERSITY OF NOTRE DAME ENTERTAINMENT EVENTS INVOLVING ANIMALS TERMS

These University of Notre Dame Entertainment Events Involving Animals Terms ("Terms") are incorporated by reference into the attached University of Notre Dame Form Contract for the Provision of Animals at Entertainment Events, dated \_\_\_\_\_ (the "Contract"), between the University of Notre Dame du Lac ("University"), and \_\_\_\_\_ ("Animal Provider").

1. The parties to these Terms and the Contract intend the relationship between them to be one of an independent contractor and customer. No employee, agent, servant, representative or contractor of Animal Provider shall be, or shall be deemed to be, an employee, agent, servant, representative or contractor of University. The manner, means and methods of providing the services contemplated in the Contract and these Terms are to be under the sole direction and control of Animal Provider, with the exception of Animal Provider's departure and arrival times and the minimum or maximum length of Event. None of the benefits provided by an employer to its employees, including but not limited to any wages or compensation, workers' compensation insurance or unemployment insurance shall be available from or through University to Animal Provider or the employees, agents, servants, representatives or contractors of Animal Provider at any time. Animal Provider represents and warrants that it has in place and will maintain in effect throughout the contract term insurance in an amount sufficient to cover Animal Provider and its employees, agents, servants, contractors and representatives who are performing Animal Provider's obligations arising out of the Contract and these Terms, including but not limited to sufficient coverage for work-related injuries sustained by Animal Provider's employees, employers' liability coverage, auto liability coverage and general liability coverage.

2. Animal Provider shall remain liable for the acts of its Animal(s), and its agents, servants, employees, representatives and contractors during the performance of any of Animal Provider's obligations arising under the Contract and these Terms and during any travel to and/or from the University. Animal Provider hereby undertakes and agrees to indemnify, defend and hold harmless University and its affiliates, successors, assigns, employees, agents, servants, contractors, representatives, officers and trustees, in their individual and official capacities, (collectively the "University Parties") from any and all losses, claims, demands, expenses, damages (including loss of use), judgments, costs (including attorneys' fees), actions and causes of action (collectively "Claims") arising out of (a) the negligence or intentional acts or omissions of Animal Provider or its employees, servants, agents, contractors or representatives, (b) any breach of the warranties and representations contained in Section 17 below, and (c) the presence of Animal Provider's Animal(s) on the University's premises or at the Event; Animal Provider shall defend any suit or action brought against the University Parties, based on any such alleged injury (including death) or damage and shall pay all damages and claims resulting therefrom.

3. Animal Provider agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations, whether existing or in the future, in performing its obligations arising out of the Contract and these Terms. Animal Provider agrees to deduct, pay and remain solely responsible for any necessary workman's compensation insurance premiums, income taxes, required withholdings, or unemployment insurance premiums arising out of the performance of Animal Provider's obligations arising under the Contract and/or these Terms, and Animal Provider will hold University harmless against any such expenses, fees, commissions, and/or alleged violation(s) of any local ordinances, codes, statutes and/or regulations, as well as against any claim(s) by any Union(s) for benefits, fees, commissions, dues, or other payments arising out of or resulting from the performance contemplated herein.

4. Any dispute between Animal Provider and University concerning the validity, construction and/or effect of the Contract and/or these Terms shall be resolved by the Superior Court of St. Joseph County, Indiana. By executing these Terms, Animal Provider hereby submits to the jurisdiction and venue of said court and knowingly and voluntarily waives the right to later challenge the same in any forum.

5. Unless otherwise agreed by the parties in writing, Animal Provider shall provide, at Animal Provider's sole expense, all necessary equipment for the handling and care of the Animal in connection with the Event. University is not responsible for any such equipment unless otherwise specifically provided for in this Agreement. Animal Provider shall be prepared to begin the Event precisely at the date and time set forth on the attached Contract. Any required setup shall be completed by Animal Provider in advance of said date and time.

6. If any actions by Animal Provider or Animal Provider's employees, agents, servants, or representatives are in conflict with any policies, rules or regulations of University while Animal Provider is on University's property, and Animal Provider or its employees, agents, servants or representatives fail or refuse to correct the same upon verbal notification by University, then University shall have the right to immediately terminate the Event and cancel the Contract and these Terms with no liability whatsoever.

7. The Contract and these Terms represent the entire agreement between the parties hereto and supersede all prior negotiations and/or agreements between the parties. Any additions, deletions or revisions to the Contract and/or these Terms must be in writing and initialed by both parties in order to be valid.

8. Any damage to University's property or any rented equipment which results from the acts or omissions of Animal Provider and/or its employees, agents, servants, representatives or contractors, or from the presence of the Animal(s) on University premises or at the Event, shall be the responsibility of Animal Provider and payment for any such damage shall be made by Animal Provider within thirty (30) days of written notification of the damage by University.

9. In the event of any conflict, inconsistency or incongruity between the terms of the Contract and these Terms, or between these Terms and any other Contract concerning the subject matter hereof, the terms and provisions of these Terms shall in all respects govern and control.

10. In signing the Contract and these Terms, the undersigned parties hereby represent and warrant that they are duly authorized representatives of the person or entity for which they sign and legally entitled to enter binding contracts on its behalf; that they have read this entire document; that they understand the terms and provisions of this document; that they know this document will affect their legal rights and/or those of the person or entity they represent; and that they have signed this document knowingly and voluntarily.

11. All of the terms and provisions of these Terms and the Contract shall be enforceable irrespective of whether the Animal Provider is being compensated.

12. Animal Provider agrees to provide \_\_\_\_\_ (the "Animal(s)") for the Event indicated on the attached Contract. Animal Provider represents and warrants that (a) the Animal(s) have received all required and appropriate vaccinations, are free of disease, and are otherwise in good health, (b) the Animal Provider will accompany the Animal(s) at all times while the Animal(s) are on the University of Notre Dame's premises, and (c) that the Animal(s) are friendly and are not known to be of a bad or dangerous temperaments.

**Initials: University: \_\_\_\_\_ Animal Provider: \_\_\_\_\_**

IN WITNESS WHEREOF, the undersigned parties have set their respective hands on the Date of Agreement recited in the attached Contract.

UNIVERSITY OF NOTRE DAME:

ANIMAL PROVIDER:

\_\_\_\_\_  
Maureen Doyle

Director Student Centers, Activities and Events

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_