

Contract to be Used For University Engaged Tour Operators

The following Agreement form is to be used when engaging a Tour Operator for University related travel. Any modification to this form requires authorization by the Vice President for Business Affairs prior to finalizing the agreement. For assistance or clarification, contact Ms. Rose Lee Pauline, Assistant Vice President for Business Affairs and Affirmative Action Officer at extension 1014.

Contract for Tour Operation La Salle University

Made this ___ day of _____, _____ between La Salle University, an Educational Corporation with offices at 1900 West Olney Avenue, Philadelphia, Pennsylvania, 19141, hereinafter called the "UNIVERSITY" and _____, a corporation, engaged in the business of Tour Operations, whose principal address is: _____ - hereinafter called the "CONTRACTOR".

WITNESSETH:

WHEREAS, the University desires certain services to be performed more particularly set forth in Schedule "A" attached hereto and made a part hereof, and

WHEREAS, the Contractor is desirous of performing such services and the University is desirous of contracting with the Contractor to provide such services,

Now, in consideration of the covenants, conditions, and provisions contained herein, it is hereby agreed as follows:

1. Contractor agrees to perform the services and under the payment terms set forth in Schedule "A" attached hereto and made a part hereof in a manner and at such time or times as is satisfactory to the University.
2. Either party may terminate this Contract, upon proper notification, at any time without cause.
3. Unavoidable Delays: If the delivery of services under this contract should be delayed, the Contractor will have sole responsibility for the completion of any tour pursuant to the conditions agreed upon in the agreement between the Contractor and the tour participants. The Contractor will make refunds in accordance with the refund policy provided by the Contractor to the participants.
4. Indemnification: The Contractor, shall indemnify, hold harmless and defend the University, its Trustees, Directors, Officers and Employees against any and all claims and actions brought against the University, its Trustees, Directors, Officers and Employees for damage or injury to persons or property arising out of the negligence of the Contractor in the performance of this contract or breach of Contractor's contractual commitments to travelers.

5. Insurance: The Contractor shall provide at its sole cost the University with a Certificate of Insurance for the following types of insurance:

I) Commercial General Liability Insurance which includes coverage for Independent Contractors, products/completed operations and contractual liability coverage, specifically referring to this contract and to the hold harmless agreement herein with a minimum combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage.

2) If the Contractor operates one or more vehicles, the Contractor shall furnish proof of Business Automobile Liability Insurance with a Combined Single Limit of not less than \$1,000,000 for Bodily Injury and Property Damage, including all owned, non-owned and hired autos.

3) Tour Operators Professional Liability Insurance with a minimum limit of \$1,000,000 for the Contractor's errors and omissions.

4) Contractor shall also furnish proof of Worker's compensation and Employers Liability insurance.

Said insurance shall be issued by a company authorized to do business in the Commonwealth of Pennsylvania with a BEST's rating of A- or better. All Certificates of Insurance shall be signed by an authorized agent or representative of the insurance carrier.

Certificates for General Liability and Tour Operators Professional Liability Insurance will include La Salle University as an additional named insured and shall provide for 30 days prior notice to La Salle prior to cancellation, non-renewal, or modification. All Certificates of Insurance shall be on file prior to the commencement of work or service covered by this contract.

6. Independent Contractor: In the provision of services hereunder Contractor is for all purposes an independent contractor and not an agent of La Salle University. Neither does this contract or the business relationship described herein, constitute a joint venture or any other form of cooperative association between the parties. The language of this section shall be included by the Contractor in all contracts between the Contractor and tour participants.

7. Contractor agrees that La Salle University is not in any way responsible for tour arrangements and costs including but not limited to damages, financial matters, including refunds, if any, due and owing individual travelers. Those matters are the responsibility of the Contractor and/or the traveler and not La Salle University. The Contractor agrees to include a statement to this effect in any brochure, literature or trip announcement prepared by the Contractor.

8. Any disputes regarding the rights of the parties pursuant to this agreement shall be determined by the courts of the Commonwealth of Pennsylvania and shall be governed by the law of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

La Salle University

Tour Operator

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE "A"

[NOTE: Schedule "A" will be added by the University unit negotiating the contract with the tour operator. It will included all details of the trip, services to be performed and pricing & payment arrangements agreed to by the parties to the contract.]