

ITHACA COLLEGE
EQUIPMENT LEASE MASTER AGREEMENT

This Master Agreement is hereby entered into between Ithaca College, a state of New York educational institution in Ithaca, New York, hereafter referred to as “College” and **(Insert Vendor Name, Address and all DBA’s** hereafter referred to as “Contractor”, to secure from Contractor the rental of equipment, hereafter referred to as “Equipment”, and the provision of services, hereafter referred to as “Services”, throughout the term of this Agreement.

1. TERM: This Agreement is effective from **(insert dates for a three year period)**.
2. INVOICES: Any and all Services and/or Equipment requested by the College and provided by the Contractor will be governed by this Agreement and each such transaction will be confirmed by one or more written Invoices, or similar order forms, (each hereinafter an “Invoice”), which will reference this Agreement and must be signed by a College employee. Each such “Invoice” will become a part of this Agreement as an Exhibit and is governed by and subject to the terms and conditions of this Agreement. Agreements or stipulations in any Invoice that are contrary to any term of this Agreement shall be void, unless Contractor and College have expressly agreed in writing that such agreement or stipulation shall supersede the terms of this Agreement.
3. EQUIPMENT AND SERVICES:
 - a. Contractor shall provide Equipment and Services listed in the “List of Attractions” attached hereto as Schedule A (hereinafter “Schedule A”). For all Equipment provided under this Agreement, Contractor shall remain with the Equipment throughout the event to supervise its set-up, take-down, and operation. Volunteer facilitators (College employees or students) may be utilized by Contractor to reasonably assist with supervision of participants, but Contractor will be solely responsible for the use of and operation of the Equipment for participant safety. While supervising the Equipment, Contractor shall not operate nor permit others to operate Equipment during unsafe conditions. Vendor is responsible for operating all mechanical/electrical equipment.
 - b. For any Invoices for Equipment or Services that are NOT specifically listed in Schedule A, Contractor shall provide notice to the College’s Office of Risk Management at (607) 274-3285 and obtain prior approval from that Office before providing such Equipment or Services. Failure to provide such notification will constitute a material breach of this agreement by Contractor.
 - c. Upon receipt of a mutually agreeable Invoice, Contractor shall begin furnishing the Equipment and Services according to the specifications and requirements of this Agreement and the Invoice.
 - d. All Services rendered by Contractor hereunder shall be performed in accordance with industry standards as applicable to the region or area where the work is to be performed. All Equipment provided for rental and other materials and equipment furnished by Contractor in the performance of services hereunder shall be free from material defects. Any of the materials, Equipment, or Services found to be materially defective shall be either removed, replaced or corrected by Contractor without additional cost to College.
 - e. Contractor shall maintain its Equipment in operating condition at all times and shall use commercially reasonable means to control and prevent damage to College’s property and grounds.

4. **PAYMENT:**
 - a. College agrees to pay to Contractor the fees (the "Fees") listed in the Invoice within 30 days upon the College's acceptance of the Invoice from Contractor. This amount is inclusive of the total fees for the Equipment and the Services, transportation and shipping costs related to the use of the Equipment. All payments hereunder shall be made payable to Contractor and processed via the College's *IC Marketplace* system.
 - b. Nothing in this Agreement shall be deemed to make COLLEGE and CONTRACTOR partners or to create a relationship of principal and agent between them, nor shall either party be bound by any representation, act or omission of the other made contrary to the provisions of this Agreement.
 - c. Contractor shall at all times be deemed to be an independent Contractor with respect to College and its performance of services hereunder.
5. **IMAGE RIGHTS:** Client shall, at all times, retain ownership in and the rights to any and all photographs to be delivered under this Agreement. Contractor agrees that all such photographs are "works for hire", assigns all rights, title, and interest to Client, and shall not use photographs for any purpose not authorized by Client. Contractor shall not retain copies of any photographs delivered pursuant to this Agreement beyond sixty (60) days after such photographs are taken.
6. **LICENSES/CERTIFICATIONS:** Contractor shall maintain all applicable licenses/certifications in good standing throughout this Agreement. At all times during this Agreement, Contractor shall comply with all applicable laws, regulations, rules and policies.
7. **ASSIGNMENT:** The College agrees not to sell, assign, lease, pledge or otherwise encumber or suffer a lien upon or against any interest in this Agreement or the Equipment or to remove the Equipment from its place of delivery without the Contractor's prior written consent. The Contractor agrees not to assign, lease or pledge this Equipment during the term of this Agreement.
8. **CANCELLATION OF INVOICE:** The College may, at its discretion, terminate an Invoice for any reason including, but not limited to, cancellation of or changes in the intended project or other determination that the Equipment is no longer needed or the limitation or lack of College personnel for operations. Except in the case of a Force Majeure event, the following cancellation fees shall apply upon cancellation by College: (1) with notice of more than 30 days – 0% of Invoice amount; (2) notice from 10 days to 30 days prior to scheduled delivery – 50% of Invoice amount; (3) notice less than 10 days from scheduled delivery – 100% of Invoice amount.
9. **FORCE MAJEURE:** If either party is unable to fulfill obligations of this Agreement on the specified date by reason of "Force Majeure", both parties are relieved of all obligations and no fees shall apply. For purposes of this Agreement, the term "Force Majeure" shall mean fire, earthquake, flood, acts of God, strikes, common carrier transportation disruption, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government of governmental agency or authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of either party.
10. **AGREEMENT TERMINATION:**
 - a. This Agreement will commence on the Effective Date and will continue thereafter for a term of three years or until the completion of the rental and services under any Invoice, whichever is longer, unless sooner terminated as provided herein (the effective date of termination is

referred to as the "Termination Date").

- b. The College may, at its discretion, terminate this Agreement at any time upon 30 days notice to Contractor and all amounts due hereunder will be paid by College to Contractor prior to the Termination Date. Failure by either party to perform according to the terms of this Agreement except for reasons beyond control of the party will constitute an event of default under this Agreement. In the event of default as specified above, failure by the Contractor or the College to remedy such default within a period of thirty (30) days from receipt of written demand by the other party, the non-defaulting party may terminate this Agreement.
11. **DELIVERY AND RISK OF LOSS:** Contractor shall deliver the Equipment, freight prepaid, in good working condition, to the College at the location, date and time provided in the Invoice. At the end of the rental period provided in the Invoice, the Contractor shall be responsible for taking possession of the Equipment from the premises of the College at the location, date, and time provided in the Invoice and shall not leave any Equipment on the premises of the College beyond the date and time of the end of the rental period provided in the Invoice. At all times, Title to the Equipment will remain with the Contractor and Contractor shall retain the right to inspect the Equipment upon prior notice at any reasonable time.
12. **LOSS OR DAMAGE:** The College shall bear the risk of loss, theft, destruction or damage of the Equipment from the time and date of delivery until the end of the rental period provided in the Invoice, provided such loss results directly from College's negligence, however, Contractor shall indemnify and hold harmless the College and its agents, employees, and trustees from and against any and all claims, damages, losses, demands, expenses, liabilities, and causes of action, including without limitation any and all costs and expenses (including reasonable attorney's fees and expenses) imposed upon or asserted against the aforesaid indemnified parties in connection with investigating or defending such claim, demand, liability or cause of action, relating to or arising out of any negligent or intentional act or omission by Contractor or Contractor's personnel related to this Agreement, including any such claims related to Equipment remaining on College premises beyond the date and time of the end of the rental period provided in the Invoice. Losses or damage to the Equipment from causes beyond the control or fault of either party which renders the Equipment unsuitable for further use shall cause a cessation of this Agreement and the College's payment obligation shall be prorated based on the portion of the term that the Equipment was suitable for use.
13. **USE:** The College and the Contractor shall comply with all applicable federal, state, and local statutes, rules and regulations governing the use, operation, or maintenance of the Equipment. Contractor guarantees all parts and components of the Equipment against any defects and defective workmanship and shall repair or replace such defective materials at Contractor's own expense during the effective period of this Agreement.
14. **ENTIRE AGREEMENT AND MODIFCATIONS:** This Agreement (and its attachments, if any) contains all the terms between the parties and may be amended only in writing signed by both parties.
15. **GOVERNING LAWS:** This Agreement is made pursuant to and is intended to be interpreted under the laws of the state of New York. Any and all proceedings relating to the subject matter hereof shall be maintained in New York State Supreme Court, Tompkins County or the federal district court for the Northern District of New York, which courts shall have exclusive jurisdiction for such purposes. If a court should find any part of this Agreement contrary to law or otherwise enforceable, that shall not affect the validity of the remaining portions of this Agreement.

16. **INSURANCE:** Contractor agrees to obtain and maintain in full force and effect, throughout this Agreement, the following insurance at its own expense to cover activities of CONTRACTOR and its agents, subcontractors and/or employees:
- a. Commercial General Liability insurance on an occurrence form, including broad form blanket contractual liability coverage, for claims arising in connection with this Agreement for personal injury, bodily injury and property damage, including products and completed operations, with available limits not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 general annual aggregate.
 - b. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired vehicles with limits of liability not less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage and \$1,000,000 aggregate.
 - c. Umbrella/Excess Liability Insurance over all underlying exposures with limits of not less than \$5,000,000 per occurrence.
 - d. Workers Compensation policies, including Coverage B Employers Liability, in full compliance with the Workers Compensation Laws of the State of New York.

All insurance carriers shall be licensed in the State of New York, acceptable to College, and with a minimum rating of A, Class VIII in Bests Key Rating Guide published by A.M. Best and Company, Inc. Insurance shall be on a yearly basis written for not less than any amounts of liability specified as part of this contract. The insurance may be provided in a policy or policies. The terms of all insurance shall be acceptable to the College. The limits of liability shall be as stated herein, unless prior to commencement of any work written approval is granted by the College for variance from those limits.

Each insurance policy required to be provided, with the exception of the Workers Compensation and Employers Liability, shall be endorsed to name as additional insured Ithaca College, their directors, members, officers, employees, students, and all other persons or entities as may be reasonably required by College. The coverage afforded the additional insured under these policies shall be primary insurance and shall include Completed Operations coverage. Additional insured endorsement CG 2010 and CG 2037 or its equivalent, without modification, is mandatory providing additional insured status to the College including Products and Completed Operations coverage. If the additional insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess, secondary and non-contributory basis. Waiver of Subrogation for General Liability and Auto must be included and Contractor shall waive all rights of recovery, under subrogation or otherwise, against the College, and will be stated as such on the Certificate of Insurance.

Contractor shall furnish to College a certificate(s) of insurance evidencing all insurance as required herein and must contain a provision the coverage and limits of liability afforded under the policies shall not be materially altered, non-renewed, canceled, reduced or allowed to expire without thirty (30) days prior written notice to the certificate holder.

Submittals of any of the foregoing documentation may also be required for any subcontractors. Subcontracting is allowable only with prior approval of the College. Contractor and subcontractors must abide by necessary procedures, requirements and regulations outlined in the Agreement.

17. Any Notices related to this Agreement shall be deemed completed when hand-delivered by agent, or seven (7) days after being placed in the post, postage pre-paid. All notices or deliveries must

be directed to each party's representative as follows:

For COLLEGE:

Nancy Pringle
Sr. Vice President and General Counsel
953 Danby Road
Ithaca, NY 14850
(607) 274-3118

For CONTRACTOR:

The Terms and Conditions of this Agreement as they appear within this document have been read by the parties, are understood by the parties, and are agreed to by the parties, as witnessed by the signatures of their duly authorized representatives as set forth below.

CONTRACTOR:

_____ Date: _____
(Insert Name and Title)

ITHACA COLLEGE:

_____ Date: _____
Janet Williams
Vice President, Finance and Administration