



## SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into as of \_\_\_\_\_, 200\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of \_\_\_\_\_ having a business office at \_\_\_\_\_ (hereinafter \_\_\_\_\_) and SETON HALL UNIVERSITY, a non-profit educational institution located at 400 South Orange Avenue, South Orange, New Jersey 07079 (hereinafter "SETON HALL" or "UNIVERSITY").

WHEREAS, \_\_\_\_\_ wishes to engage SETON HALL to carry out services related to \_\_\_\_\_.

WHEREAS, SETON HALL has the expertise and facilities and is willing to provide the services;

NOW THEREFORE, the parties mutually agree as follows:

1. The service will be provided by or under the supervision of \_\_\_\_\_.
2. The AGREEMENT will be in effect from \_\_\_\_\_ to \_\_\_\_\_.
3. The service will be provided in accordance with the program or summary of work to be performed attached as Exhibit A.
4. \_\_\_\_\_ will pay SETON HALL a total of \$\_\_\_\_\_ for providing the services under this AGREEMENT. Payments to SETON HALL will be made according to the schedule presented in Exhibit B.
5. Neither party shall use the name of the other party, nor of any officer or employee of the other party, in connection with any publicity, news release or other public announcement, written or oral, whether to the public, press or otherwise, relating to this Agreement or to the performance

hereunder, without the prior written approval of the other party.

6. In the performance of all services hereunder, neither the UNIVERSITY nor its officers, employees or agents shall be construed to be employees or agents of \_\_\_\_\_ and shall not be entitled to any benefits of \_\_\_\_\_.

7. \_\_\_\_\_ shall provide a certificate of insurance (COI) showing proof of comprehensive general liability, property liability and workers compensation insurance coverage in an amount not less than one million dollars (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) in the aggregate. The COI shall be furnished to Seton Hall University at the commencement of the term of this agreement and each renewal certificate of such policy shall be furnished to Seton Hall University upon reasonable request

8. Seton Hall University agrees to defend, indemnify and hold harmless Group Name and its directors, trustees, officers, and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof), relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of Seton Hall University and/or its employees or agents in connection with their duties under this agreement.

9. Group Name agrees to defend, indemnify and hold harmless Seton Hall University and its directors, trustees, officers, and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof), relating to personal injury or property damage to the extent arising out of negligent acts or omissions of Group Name and/or its employees or agents in connection with their duties under this agreement.

Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it that could result in a claim for indemnification above.

Both parties agree that in the event that indemnification is sought under this provision, the party seeking indemnification shall furnish the indemnifying party, upon request, all information and assistance available to the indemnified party for defense against any such claim, suit, or demand.

10. In the event of a breach or default of any material term or condition of this Agreement by either party, the non-defaulting party shall promptly notify the other party in writing of the alleged breach, and the other party shall promptly take all reasonable steps necessary to cure the alleged breach. If, after a period of \_\_\_\_\_ days, the party to whom the written notice of breach was sent has not cured or taken reasonable steps to cure the alleged breach, or otherwise remedied the situation to the reasonable satisfaction of the non-defaulting party, the non-defaulting party may suspend its performance under the Agreement in whole or party, or terminate the Agreement as it deems appropriate under the circumstances.

11. The University may terminate this Agreement, for any reason and without liability, upon \_\_\_\_\_ days written notice.

12. Neither party may assign, transfer or delegate this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party. Any assignment, transfer or delegation without such written consent shall be void and have no binding effect upon the other party.

13. A waiver by either party of any of the terms and conditions of this Agreement at any instance shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach thereof.

14. If any other dispute in connection with this Agreement arises between the parties, and such dispute cannot be amicably resolved by the parties despite diligent efforts thereto, except a dispute in connection with a patent, such claim or dispute shall be submitted to binding arbitration. Either party may initiate arbitration by giving written notice to that effect to the other party and to the American Arbitration Association within one hundred eighty (180) days from the date on which the claim or cause of action accrued and the other party shall be bound to arbitrate any dispute hereunder.

The arbitration will be conducted in Essex County, New Jersey, using a panel designated by the American Arbitration Association.

The arbitration shall be conducted in accordance with the then prevailing rules of the American Arbitration Association. Each party shall bear its own costs and expenses, including legal fees, in connection with the arbitration and the costs and expenses of the arbitrators shall be borne equally between the parties.

15. Any notices required by this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, or by overnight courier, postage prepaid, to the parties at their addresses below:

If to the Client:  
Name:  
Title:  
Address

If to the University:

Notice shall be deemed delivered upon the earlier of (i) when received, (ii) three (3) days after deposit into the mail, or (iii) the day immediately following delivery to overnight courier (except Saturday, Sunday and holidays).

17. This AGREEMENT shall be governed and the rights of the parties construed in accordance

with the laws of the State of New Jersey.

18. This AGREEMENT sets forth the entire AGREEMENT of the parties with respect to the subject matter contained herein, and may not be modified or amended except by a written AGREEMENT executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT through their duly authorized representatives.

**SETON HALL UNIVERSITY**

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

rev. 6/03

# EXHIBIT A

As part of the Agreement between \_\_\_\_\_ and Seton Hall, Seton Hall will:

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## **EXHIBIT B**

The schedule of payment is as follows: