

# MORAVIAN UNIVERSITY AGREEMENT

This AGREEMENT made **DATE** by and between MORAVIAN UNIVERSITY (hereinafter referred to as 'the University'), party of the first part; and VENDOR (hereinafter referred to as 'VENDOR'), party of the second part.

## WITNESSETH:

In consideration of the mutual promises and covenants contained herein, the parties hereto do agree as follows:

1. Vendor agrees to provide **EXPLANATION OF GOODS**. Said goods are to be delivered or made available in the following location on **DATE** at **LOCATION**, Moravian University, 1200 Main Street, Bethlehem, PA 18018.
2. The University agrees to pay Vendor, in consideration for said goods, a sum of **TYPE OUT DOLLAR AMOUNT IN WORDS \$X.XX** payable by check following delivery upon the receipt of the executed contract and W-9.
3. Vendor agrees to indemnify the University and will submit insurance certificate naming the University as Additional Insured. It is agreed and understood by the University and the Vendor that the Vendor shall carry sufficient insurance coverage to cover any and all liabilities which may occur and the Vendor further agrees to hold the University harmless from these damages.
4. It is specifically understood and agreed that the Vendor herein is acting solely as an independent contractor, and not in any way as an agent, servant or employee of the University.
5. The agreement of the Vendor to perform is subject to proven detention by sickness, accidents, riots, strikers, epidemics, acts of God, or any other legitimate condition beyond the Vendor control. It is further agreed that the University shall not be liable for payment in the event that the Vendor fails to perform for whatever the reason. The Vendor is liable for all cost incurred by the University in the event the Vendor fails to perform (subject to proven detention).
6. If this contract is cancelled by the Vendor within the terms of the cancellation clause contained herein, the Vendor agrees, at the University's option, to reschedule performance of the contract at the earliest possible date convenient to both parties under the terms of this contract. The decision whether or not to reschedule is at the sole discretion of the University.
7. This contract shall be construed and governed in all respects according to the laws of the Commonwealth of Pennsylvania.
8. No oral representative, warranty, condition or agreement of any nature whatsoever shall be binding upon the parties hereto unless incorporated into this agreement. This contract, along with any addendum, contains all the terms and conditions agreed to by the parties hereto, and may not be amended other than in writing.
9. Moravian University does not discriminate in admission, employment, access, or contracting by race, color, religion, age, gender, gender identity, national origin, ancestry, handicap, sexual orientation, political affiliation, status as a protected veteran, or any characteristic against which discrimination is prohibited by applicable law, and operates on a nondiscriminatory basis throughout the institution. This policy is in accordance with the State law including the Pennsylvania Human Relations Act and with Federal law, including Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990.

VENDOR:

Moravian University:

By: \_\_\_\_\_

By: \_\_\_\_\_

**VENDOR**  
Address  
City, State Zip  
Phone

Mark F. Reed, Vice President for Finance & Administration  
Moravian University  
1200 Main Street  
Bethlehem PA, 18018

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

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