

Student Organization Standard Terms and Conditions Contract Addendum

Parties; Incorporation and Priority; Enforceability and Liability

The parties to the Contract are: \_\_\_\_\_ (“Student Organization”) and \_\_\_\_\_ (“Vendor”).

This “Student Organization Standard Terms and Conditions Contract Addendum” (the “Addendum”) is hereby incorporated into that contract between Student Organization and Vendor (the or this “Contract”). To the extent that the terms of the Addendum conflict with the terms of the remainder of the Contract, the terms of the Addendum shall prevail.

The College of New Jersey (“TCNJ” or the “College”) is a State of New Jersey public institution of higher education. Student Organization is an unincorporated association of TCNJ students recognized by the Student Government of the College (“SG”) and may receive funding through the Student Finance Board of the College (“SFB”) or the College Union Board (“CUB”). However, Student Organization is not the College or a constituent part of the College or the State. Contracts between Student Organization and any other party, including this Contract, are not binding upon or enforceable against the College, the State of New Jersey, SG, CUB or SFB (“College Entities”); nor shall College Entities be responsible or liable in any way for the actions or inactions of Student Organization or its members pursuant to the Contract or otherwise. Likewise, any such contract to which Student Organization is a party, including this Contract, shall not be binding upon or enforceable against any student members or officers of Student Organization (including anyone who signed the Contract for or on behalf of Student Organization) nor shall such student members or officers be personally responsible or liable for the actions or inactions of Student Organization under such Contract or otherwise.

Indemnity and Insurance

Notwithstanding anything else in the Contract to the contrary, Student Organization shall not be obligated to defend or indemnify Vendor.

Limitation of Liability

The liability (including attorney's fees and all other costs) of Student Organization for any claim for damages relating to this Contract shall not exceed the fees Student Organization is obligated to pay Vendor for the portion of the goods and services to which the claim relates. In no event shall Student Organization be liable for any lost profits; lost business opportunity; or consequential, special, incidental, exemplary or punitive damages arising out of or related to this Contract.

Choice and Conflicts of Law; Jurisdiction and Venue

This Contract shall be deemed to have been made and shall be construed, interpreted and governed in accordance with the laws of the State of New Jersey, without giving effect to the choice or conflict of laws principles thereof. Any legal action or proceeding with respect to this Contract must be brought in Mercer County, New Jersey in the courts of the State of New Jersey or of the United States for the District of New Jersey, and Vendor hereby irrevocably accepts the jurisdiction of such courts.

Miscellaneous

Vendor represents and warrants that it and all persons connected with Vendor who perform work on the Services (“Vendor Agents”) are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations. Vendor is an independent contractor. Neither Vendor nor Vendor Agents are employees of the College. Nothing in this agreement is intended to create any legal or contractual relationship between the College and any Vendor Agent.

Vendor shall not assign any of its rights or obligations under this Agreement without the prior written consent of Student Organization, which consent Student Organization may withhold in its sole discretion.

This Contract between Vendor and Student Organization does not bestow upon Vendor rights to enter upon or use property of the College. Any such rights can only be granted in a separate license agreement entered into between Vendor and the College for that purpose.

Student Organization

Vendor

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title