VISITOR’S AGREEMENT

SOUTHWESTERN UNIVERSITY

P. O. Box 770

Georgetown, Texas 78627-0770

Phone: (512) 863-6511

FAX: (512) 863-1436

**VISITOR’S AGREEMENT** – Page 1 Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF SU SPONSOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF PERSON VISITING CAMPUS (hereinafter, the “VISITOR”):

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

LOCATION OF EVENT/SERVICE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE AND TIME OF EVENT/SERVICE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time(s) of services:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(month) (date) (year) to (month) (date) (year)

SU CONTACT OR SPONSOR: (Name)

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

PHONE: Area Code \_\_\_\_\_\_\_\_ Business\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NATURE OF CAMPUS VISIT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPENSATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_None \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_none\_)

Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the University and the Visitor and their respective heirs, legal representatives, successors and assigns; provided, however, that the Visitor shall not assign its rights or delegate its duties hereunder without the prior written consent of the University.

Indemnification. The Visitor shall indemnify and hold harmless the University from all claims, suits, actions, liabilities, damages, costs and expenses of any nature whatsoever, including, but not limited to, reasonable attorney’s fees and court costs incurred or suffered by the University, for or on account of any bodily injury, illness, death, slander, libel, invasion of privacy, property damage, or other injury, loss or damage suffered by any person or person’s property (including loss of use inflicted upon, caused to, received or sustained by any person or persons property) where the same arises out of, or results from any act or omission, negligent or otherwise, of the Visitor, their officers, directors, shareholders, employees, servants, agents, contractors, or persons employed by the Visitor’s agents or contractors in the execution or performance of this Agreement. **The Visitor shall indemnify and hold harmless the University as provided in this section (i) regardless of the fact that an act or omission of the University, negligent or otherwise, contributed to the cause of bodily injury, illness, death, slander, libel, invasion of privacy, property damage, or other injury, loss or damage suffered by any person or person’s property, and (ii) regardless of the fact that the person who is injured, suffers loss, or damage or whose property is damaged is (a) the University, (b) the Visitor, (c) an officer, director, trustee, shareholder, employee, servant, agent, or contractor of the University or the Visitor, or (d) any other person whomsoever.**

Force Majeure. The University shall be fully released from its duties and obligations under this Agreement if the service that is contracted is rendered unserviceable due to Force Majeure. For the purposes of this Agreement, Force Majeure shall mean a cause or causes beyond the University’s control which shall include, without limitation, all labor disputes, civil disturbance, war, war-like operations, invasions, rebellion, hostilities, terrorism, military or usurped power, sabotage, acts of governments, pandemic protocols as defined by the institution to include disease and epidemics, fires or other casualty, inability to obtain any material or service natural disasters or acts of God.

Compliance of University Policies and Protocol

Performers/Providers shall comply with all University policies, procedures, and protocols at the date and time of visit, follow all instructions from authorized University personnel, and maintain communication as directed with their onsite contact person/SU sponsor. Performers/Providers shall also uphold and follow all current protocols according to the various government entities including, but not limited to, the United States Government, the State of Texas, the City of Georgetown, Texas, Williamson County, and all protocols for Southwestern University at the date and time of visit.

Access to University Facilities

Visitors accept that the University retains the right, at its sole discretion, to deny access to anyone to University properties and facilities.

Personal Properties

Visitors accept that he/she enters the University at his/her own risk. The University has no responsibility for lost or damage to personal properties. Further, the University has no responsibility for personal injuries while on University properties.

Agreement Terminations

Visitors accept that the University may terminate this agreement at any time at its sole discretion and the visitor(s) shall immediately exit the University.

Notification of Encountered Difficulties

Visitors shall notify the University immediately of any encountered problems that require University resolution.

**Visitor shall provide proof of insurance of General Liability indicating coverage is currently in force, and shall list Southwestern University as “additional insured” and as the Certificate Holder for this event. The Certificate should also include Auto Liability and Workers Compensation.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SOUTHWESTERN UNIVERSITY Georgetown, Texas

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

(SU Sponsor)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

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

Lenora C. Chapman

Vice President for Finance and Administration

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

VISITOR

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address:

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

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

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

E-Mail Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Area Code)

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

Contract Forms/2022 Visitor Agreement/Ins