WESTERN MICHIGAN UNIVERSITY
DEPARTMENTAL SERVICES AGREEMENT
NON SPONSORED ACTIVITIES

THIS AGREEMENT, by and between the Board of Trustees of Western Michigan University ("WMU") and _____________________________ ("Company"), a _____________________ whose address is _________________________________, and whose EIN # is ____________________________ for the mutual covenants and consideration contained herein, the parties agree as follows:

1. SERVICES. Company agrees to engage WMU, and WMU agrees, to perform, the services for Company as described below and on any additional sheets, which are identified as Exhibit A and incorporated in this Agreement by reference.

2. TERM OF AGREEMENT. This Agreement shall be effective on the date WMU employee(s) begin the services described in Paragraph 1, which is ____________________________, 20__ and shall terminate on ___________, 20__ ("termination date") unless the parties agree otherwise in a written amendment to this Agreement.

3. PAYMENT. Company agrees to pay WMU the sum of ____________________________ ($___________). Terms of payment are ____________________________.

This sum shall be by check made payable to Western Michigan University and sent to Western Michigan University, Department of ____________________________, Address ____________________________, Kalamazoo, Michigan 49008.

4. DISPUTES AND CLAIMS; MAXIMUM LIABILITY OF WMU. Company and WMU agree that any disputes or claims arising out of this Agreement shall be submitted to WMU's Business Services Office prior to filing any claim or lawsuit. Such disputes shall be submitted within thirty (30) days after the date the Company is or should have been aware of the dispute or 30 days after the termination of this Agreement or such dispute or claim shall be waived by Company. In the event the matter is not satisfactorily resolved by the Business Services Office within sixty (60) days after submission, each party shall have whatever rights to which they are entitled by law. However, notwithstanding the above, Company agrees that WMU's maximum liability to Company for any errors, omissions, negligence, and/or liability of WMU, its board, officers, and employees arising under and/or as a result of this Agreement and/or the services performed or not performed, shall not exceed and is limited to the amount specified in Paragraph 3.

5. GOVERNING LAW. This Agreement shall be governed by and construed pursuant to the laws of the State of Michigan, and venue for any unresolved disputes or claims shall be in the Michigan Court of Claims.

6. AUTHORITY TO SIGN. The individuals signing this Agreement on behalf of the Company warrant and represent that he/she has the authority to so bind Company and agrees to furnish to WMU, upon request, written proof of such authority. Upon breach of this warranty of authority, any and all persons signing on behalf of Company shall be personally liable to WMU for all losses, costs, expenses, damages and/or claims, including attorney fees and costs.
7. **RIGHT TO TERMINATE.** Each party reserves the right to terminate this Agreement at any time upon 24 hours written and delivered notice to WMU’s Office of Business Services, or to Company at the address stated above. However, upon such early termination, Company agrees to pay WMU, within 30 days after invoice by WMU, a pro-rated portion of the amount owed to WMU based on the time and services actually rendered by WMU up to the date of termination.

8. **ENTIRE AGREEMENT.** This Agreement and any attached Exhibit A embody the entire agreement between the parties in connection with the above services and supersedes and replaces any prior agreements, both oral and written, between the parties relative to the above services. This Agreement may not be modified except in writing by both parties.

By: ____________________________
Printed Name: _________________
WMU Employee Supervising Work

**APPROVALS:**

By: ____________________________
Printed Name: _________________
Department Chair

By: ____________________________
Printed Name: _________________
Dean (if over $2,000.00)

By: ____________________________
Timothy R. Kellogg
Director, Business Services

**COMPANY**

By: ____________________________
Printed Name: _________________
Title: __________________________
Date: __________________________