

**TRINITY UNIVERSITY
INDEPENDENT CONTRACTOR/VENDOR AGREEMENT FOR SERVICES**

THIS AGREEMENT is made by and between Trinity University (“Trinity”), and _____ (“Independent Contractor/Vendor”) effective as of _____ (Date).

WHEREAS, Trinity anticipates that the Services of an Independent Contractor/Vendor will be necessary and desirable; and

WHEREAS, Independent Contractor/Vendor desires to enter into an agreement with Trinity to provide Services as described under this Agreement;

NOW THEREFORE, it is agreed as follows:

ARTICLE 1 DEFINITIONS

1.1 “Agreement” shall mean this Agreement for Services and all exhibits, attachments, schedules and amendments hereto.

1.2 “Trinity” shall mean Trinity University.

1.3 “Independent Contractor/Vendor” shall mean _____ (Contractor/Vendor Name).

1.4 “Services” shall mean the Services provided by Independent Contractor/Vendor to Trinity, as set forth in this Agreement.

ARTICLE 2 SERVICES

Subject to the terms and conditions herein and subject to the request of Trinity, Independent Contractor/Vendor:

2.1 Shall provide Services to Trinity, as described below beginning on _____ (Date) to be completed by _____ (Date).

Description of Services: _____

2.2 Will determine the method, details, and means of performing the Services. Trinity shall have no right to, and shall not, control the manner or determine the method of accomplishing Independent Contractor/Vendor’s Services, except as specifically provided in this Agreement. Trinity shall have no right to, and shall not, supervise or inspect Independent Contractor/Vendor’s performance.

2.3 Will perform its Services for Trinity in a professional manner and in accordance with applicable industry standards. Independent Contractor/Vendor will cooperate with Trinity to assure that the Services provided by Independent Contractor/Vendor are prudent, appropriate and professional.

ARTICLE 3 TERM AND TERMINATION

3.1 Term. This Agreement will be effective as of the date signed by both parties and shall continue until the Services are completed or until terminated in accordance with this Article.

3.2 Termination By Mutual Agreement. This Agreement may be terminated at any time by mutual agreement of both parties.

3.3 Termination On Notice. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice to the other party.

3.4 Immediate Termination on Default or Other Specified Conditions.

3.4.1 Either party may terminate this Agreement if there is any material default in the performance of the terms and conditions of this Agreement which default has not been cured within fifteen (15) days following written notice of such default.

3.4.2 Trinity may terminate this Agreement upon written notice if Independent Contractor/Vendor loses its liability insurance coverage or loses required licenses or certification for Services rendered under this Agreement.

3.4.3 Trinity may immediately terminate this Agreement upon the death or disability of Independent Contractor/Vendor. "Disability" means any mental or physical incapacity of Independent Contractor/Vendor which prevents Independent Contractor/Vendor from performing the duties specified in this Agreement, for ninety (90) days, whether or not consecutive during the term of this Agreement.

3.4.4 Trinity may immediately terminate this Agreement upon written notice if Independent Contractor/Vendor commits theft, fraud, or embezzlement, and for dishonesty or other similar behavior by Independent Contractor/Vendor.

3.5 Effect of Termination. Termination will have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. Nothing in this Agreement will be construed to limit either party's lawful remedies in the event of a material breach of this Agreement.

ARTICLE 4 COMPENSATION

4.1 Services. TRINITY will compensate and/or reimburse Independent Contractor/Vendor according to the terms and conditions of Exhibit A.

4.2 Compensation. The payments by Trinity and/or any third party payer will be the sole compensation for Services rendered under this Agreement. Payments and/or reimbursement will be made at the conclusion of the Services unless stated otherwise in Exhibit A.

4.3 Billing for Services Rendered. **If applicable**, by the fifth day of each month, Independent Contractor/Vendor shall submit monthly (or specify frequency) invoices to Trinity for all services performed in the preceding month. Such invoices shall provide a detailed description of all services rendered and the rate at which the services were performed. Any other charges submitted on the invoice shall also be itemized in full. Trinity shall pay the invoice in full, less any charges which it contests, by the last day of the month in which the invoice is received.

4.4 Expenses. Independent Contractor/Vendor shall be responsible for all costs and expenses incident to the performance of Services for Trinity, including but not limited to, all costs of equipment provided by Independent Contractor/Vendor, all fees, fines, licenses, bonds or taxes required of or imposed against Independent Contractor/Vendor and all other of Independent Contractor/Vendor's costs of doing business. Trinity shall not be responsible for any expenses incurred by Independent Contractor/Vendor in performing Services for Trinity with the exception of (**specify any exceptions**).

4.5 Tax Exempt Status. Trinity is exempt from Texas Sales & Use Tax for the contracted services in accordance with Section 151.310, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.

ARTICLE 5 CERTIFICATION

5.1 Certification. Independent Contractor/Vendor shall maintain any and all certifications that are required under state and/or federal law and appropriate organizational licenses. **VENDOR/CONTRACTOR** shall also warrant that any employees or agents who provide Services under this Agreement hold current licenses or certifications required for the provision of such Services.

5.2 Verification. Credential verification is the review of licenses, diplomas, transcripts, certificates, or other documentation of an individual's qualification to provide Services under this Agreement. Independent Contractor/Vendor agrees to verify individual credentials of professionals and other service workers employed by Independent Contractor/Vendor who provide Services under this Agreement. Credential verification may be conducted by Independent Contractor/Vendor or delegated to an accredited credentialing organization under contract with Independent Contractor/Vendor. Independent

Contractor/Vendor agrees to submit a summary of its credential verification process to Trinity for review no less frequently than every three years. Independent Contractor/Vendor agrees to allow Trinity to monitor the credential verification process by periodic review, including random spot checks of documentation.

5.3 Notification. Independent Contractor/Vendor agrees to notify Trinity if Independent Contractor/Vendor loses any certification, or organizational or individual professional licensure for any of these Services, which may constitute a default subject to Section 3.4.2 (Termination).

ARTICLE 6 ASSIGNMENT

This Agreement may not be assigned or delegated by Independent Contractor/Vendor without the prior written approval of the Trinity.

ARTICLE 7 COOPERATION

7.1 Cooperation Between the Parties. Trinity and Independent Contractor/Vendor agree that to the extent compatible with the separate and independent management of each, they will at all times maintain an effective liaison and close cooperation with each other.

7.2 Trinity agrees to comply with all reasonable requests of Independent Contractor/Vendor and provide access to all documents and/or facilities reasonably necessary to the performance of Independent Contractor/Vendor's duties under this agreement.

ARTICLE 8 DISPUTES

8.1 Dispute Resolution. In the event that any dispute shall arise with regard to the performance or interpretation of any of the terms of this Agreement, or if either party claims that the other party has breached this Agreement, both parties agree to resolve disputes by meeting or teleconference within sixty (60) days of the date such dispute was brought to the attention of one party by the other party.

8.2 Notice of Termination. In the event that the parties are unable to reach a resolution of the dispute, either party may give the other party written notice of its intent to terminate this Agreement in accordance with Article 3, as applicable.

ARTICLE 9 INSURANCE AND INDEMNIFICATION

9.1 Insurance. Independent Contractor/Vendor shall secure and maintain insurance in accordance with the terms of Exhibit B at its expense throughout the term of this Agreement and shall ensure that each of Independent Contractor/Vendor's subcontractors at every tier employed directly or indirectly by Independent Contractor/Vendor maintains with insurance companies licensed to do business in the State of Texas and that have an A.M. Best rating of A- or better, the types of insurance and with the minimum limits as provided in Exhibit B.

The insurance policies required under this Section, require notice to Client 30 days before termination or restrictive amendment; must contain a waiver of subrogation rights as to Client, contain cross-liability and severability of interests coverage, and be primary and non-contributory. Independent Contractor/Vendor shall provide Trinity with Certificates of Insurance for all of the insurance policies required under this section with written endorsement of Trinity University as an Additional Insured where applicable and other evidence of the required coverage as requested at least 5 business days prior to the effective date of this Agreement and annually thereafter.

9.1.1 Independent Contractor/Vendor shall be responsible for performing the work under this contract in a safe, skillful, and professional manner and shall be liable for its own negligence and the negligent acts of his employees. Independent Contractor/Vendor shall be responsible for adherence to safety regulations and requirements, take all precautions necessary for the safety of and prevention of damage to property on or adjacent to the work site, and for the safety of and prevention of injury to persons, including Trinity's employees and third persons, on or adjacent to the work site. All work shall be done at Independent Contractor/Vendor's risk, without regard to fault or allocation of negligence.

9.2 Workers' Compensation Insurance. Independent Contractor/Vendor shall maintain workers' compensation insurance in accordance with Texas requirements. Neither Trinity nor Trinity's workers' compensation insurance shall cover Independent Contractor/Vendor or Independent Contractor/Vendor's employees or agents for any injuries or harm incurred by Independent Contractor/Vendor or Independent Contractor/Vendor's employees or agents while performing services under this Agreement.

9.3 Indemnification By Independent Contractor/Vendor. Independent Contractor/Vendor agrees to indemnify and hold harmless Trinity and its affiliates, trustees, directors, officers, members, partners, principals, employees and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, causes of action and demands, including actual attorneys' fees, in whole or in part resulting from, or in any way connected with any act, error or omission or failure of Independent Contractor/Vendor or Independent Contractor/Vendor's assistants, employees, agents, or subcontractors, including but not limited to any and all claims: (i) relating to the injury or death of any person or damage to any property; (ii) by Independent Contractor/Vendor's employees for injuries or illnesses incurred in the course and scope of providing Services under this Agreement; (iii) relating to the dishonest, fraudulent or criminal acts of Independent Contractor/Vendor or its directors, officers, agents, representatives or employees, or subcontractors whether acting alone or in collusion with others in connection with the performance of their obligations under this Agreement.

9.4 Indemnification by Trinity. Trinity agrees to indemnify and hold harmless Independent Contractor/Vendor and its affiliates, trustees, directors, officers, employees and agents against any and all claims, lawsuits, settlements, judgments, resulting from the acts, errors or omissions, including the dishonest, fraudulent or criminal acts of Trinity or its directors,

officers, agents, representatives or employees, whether acting alone or in collusion with others in connection with the performance of Trinity's obligations under this Agreement.

9.5 Government Intervention. In the event that a law, act or order of government restricts or prohibits the provision of Services, Trinity shall be entitled to a credit of any fees paid to Independent Contractor/Vendor as set forth in this Agreement within 30 days of Independent Contractor/Vendor's failure to provide such Services, or such other period of time as may be specifically provided by law.

ARTICLE 10 COMPLIANCE

10.1 Compliance with Laws, Regulations and University Policies. In connection with the performance of work under this contract, both parties agree to comply with applicable federal and state laws, including but not limited to laws governing taxation, employment, wages and hours, workplace safety, workers' compensation, non-discrimination and civil rights. University policies may be accessed at <https://inside.trinity.edu/policies>.

10.2 Non-Discrimination/Civil Rights. In connection with the performance of Services under this Agreement, both parties agree to comply with applicable federal and state laws regarding nondiscrimination and equal employment opportunities and all regulations promulgated thereunder. In connection with the performance of Services hereunder, both parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, gender, physical condition, sexual orientation, national origin or any other basis prohibited by law of the jurisdiction of performance.

10.3 Federal Contractor. If applicable, the parties to this Agreement will abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. If applicable, the parties to this Agreement will abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified protected individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. The parties hereto incorporate the requirements of 41 CFR 60-1.4(a)(7), 60-300.5(d) and 60-741.5(d), and 29 CFR Part 471, Appendix A to Subpart A, if applicable.

10.4 Safety Compliance. Independent Contractor/Vendor agrees to be responsible for ensuring that all Independent Contractor/Vendor's employees, subcontractors, agents and any third parties contracted with in performance of this Agreement are properly trained and adhere to all safety regulations and requirements.

10.5 Background Checks. Independent Contractor/Vendor hereby agrees that its employees, agents, subcontractors and other third parties who perform Services for or on behalf of Trinity shall have successfully completed a background check in accordance with Trinity's policy.

10.6 Requirement of Drug-Free Workplace. Independent Contractor/Vendor hereby agrees that it and its employees, agents, subcontractors or other third parties who perform Services under this Agreement for or on behalf of Trinity shall comply with Trinity's Drug-Free Workplace Policy.

10.7 Weapons Policy. The carrying, possession or use of any type of weapon or firearm on the premises of Trinity is strictly and absolutely prohibited. The only valid exceptions to this policy must be obtained in advance of coming on Trinity's premises while possessing a weapon or firearm and approved in writing by Trinity's Chief of Police. This prohibition expressly includes those persons licensed to carry concealed firearms (other than those who are licensed peace officers). For purposes of this policy, the premises of Trinity are defined as any building, or portion of a building that Trinity owns or occupies, whether on a temporary or permanent basis, including, without limitation, any building or portion of a building Trinity is leasing, and all Trinity owned vehicles. Unless otherwise provided for by law, premises also includes all parking lots and parking areas owned, maintained or controlled by Trinity. Any person violating this policy will be required to leave Trinity's premises immediately. Independent Contractor/Vendor acknowledges that no Trinity officer, faculty, or staff has authority to grant verbal exceptions or modifications to this policy. For purposes of this policy "weapon is broadly defined as any device or object capable of causing serious bodily injury or death to another and includes, without limitation, ammunition, explosives, clubs or illegal knives, paintball guns, tasers, stun guns, projectile launchers, BB guns/pistols, facsimile weapons and fireworks. The determination of whether an object is a prohibited weapon under this policy shall be made in the sole discretion of Trinity.

10.8 Golf Cart Policy. Independent Contractor/Vendor agrees that its employees, agents, subcontractors or third parties assigned to perform Services for or on behalf of Trinity shall comply with Trinity's operating rules for carts utilized on Trinity University property, including, but not limited to adhering to the "Cart Free Zone" areas of campus.

10.9 OSHA Requirements. Independent Contractor/Vendor agrees to comply and to require its employees, agents, subcontractors or other third parties to comply with all applicable OSHA requirements. Independent Contractor/Vendor is responsible for any fines, liability or other penalties arising from violations by Independent Contractor/Vendor or its employees, agents, subcontractors or other third parties assigned to perform Services for or on behalf of Trinity.

ARTICLE 11 RECORDS

Maintenance of Records. Independent Contractor/Vendor will maintain any books, documents or other records pertaining to this Agreement in a form consistent and in compliance with confidentiality provisions of applicable federal and state laws and regulations. Independent Contractor/Vendor agrees to preserve the full confidentiality of records and protect from unauthorized disclosure all information, records, and data collected under this Agreement.

ARTICLE 12 CONFIDENTIALITY OF PROPRIETARY INFORMATION

12.1 Maintenance of Confidentiality. Independent Contractor/Vendor recognizes that in the course of performing Services under this Agreement, it may be exposed or become aware of information and materials related to Trinity's operations, which are confidential to Trinity and proprietary in nature. Such confidential information includes, but is not limited to: personnel records, student records, medical records, and/or certain proprietary and management information products, academic and/or certain proprietary and management information products, academic and/or scientific research, processes, know-how, designs, improvements, techniques, computer programs, data bases, trade secrets, business plans, and financial information. Independent Contractor/Vendor agrees to receive, protect and preserve and hold in trust, and not to disclose such information to third parties without Trinity's prior written authorization. Independent Contractor/Vendor shall and shall require of its employees, agents, subcontractors and third parties contracted with for performance of these Services to protect the confidential and proprietary information according to commercially reasonable standards and no less rigorously than it protects its own confidential information.

12.2 Employees, Agents, Subcontractors and Other Third Parties. Independent Contractor/Vendor agrees that any employees, agents, subcontractors and other third parties assigned to perform Services under this Agreement or who otherwise have access to such confidential information will be made aware of the confidential nature of such information. Independent Contractor/Vendor agrees to ensure that its employees, agents, subcontractors and other third parties comply with any applicable federal and state rules and regulations, including but not limited to state trade secrets law, rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, and the Family Educational Rights and Privacy Act of 1974 and the Gramm-Leach Bliley Act.

12.3 Exceptions. The foregoing restrictions shall not apply to information that the Independent Contractor/Vendor demonstrate: (i) was generally known prior to the date of disclosure of the same to the Independent Contractor/Vendor by Trinity; (ii) was in the Independent Contractor/Vendor's possession prior to the date of disclosure of the same to the Independent Contractor/Vendor by Trinity; (iii) becomes generally known through no act or omission by the Independent Contractor/Vendor (iv) is supplied to the Independent Contractor/Vendor, subsequent to the date of disclosure of the same to the Contractor by Trinity, by a third party not under an obligation of confidentiality with respect to such information; or (v) is required to be disclosed by law or pursuant to an order of a court or other governmental agency of competent jurisdiction, in which case the Independent Contractor/Vendor shall promptly notify Trinity of such requirement to afford Trinity an opportunity to prevent or limit such disclosure.

12.4 Return or Destruction of Confidential Information. Upon termination or other conclusion of the Agreement, the Independent Contractor/Vendor shall return to Trinity or, if return is not feasible, destroy all confidential information in whatever form or medium that the Independent Contractor/Vendor received from or created on behalf of Trinity. This provision shall also apply to all confidential information that is in the possession of the Independent Contractor/Vendor's contractors, consultants or agents, etc. In such case, the Independent Contractor/Vendor shall retain no copies of such information, including any compilations derived from and allowing identification of confidential information. The Independent Contractor/Vendor shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the

effective date of the termination or conclusion of this Agreement. Within such thirty (30) day period, the Independent Contractor/Vendor shall certify in writing to Trinity that such return or destruction has been completed.

ARTICLE 13 INDEPENDENT VENDOR/CONTRACTOR

13.1 Independent Contractor Status. It is the express intention of the parties that the relationship between Independent Contractor/Vendor and Trinity under this Agreement will be construed and deemed to be that of an Independent Contractor/Vendor. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee or principal-agent relationship between the parties, nor will the parties hold themselves out as being a partnership, joint venture, employer-employee or principal /agent relationship. As between Trinity and Independent Contractor/Vendor, except as specified herein, each has full, complete, absolute and sole authority and responsibility regarding its own operations; and none shall have any direction or control over the manner or means by which any other performs its obligations except as specified herein.

13.2 No Benefits. As an Independent Contractor/Vendor, Independent Contractor/Vendor is not entitled to participate in any benefits provided to its employees by Trinity, including but not limited to pension plans, bonus, stock, or similar benefits.

13.3 Independent Contractor/Vendor Responsibilities. Independent Contractor/Vendor is not Trinity's employee, and Independent Contractor/Vendor is solely responsible for paying all state and federal taxes and contributions as required by law, including but not limited to, FICA, state or federal unemployment insurance contributions, state or federal income tax, disability insurance contributions, and workers' compensation insurance. In particular: (i) Trinity will not withhold FICA (Social Security) from Independent Contractor/Vendor's payments; (ii) Trinity will not make state or federal unemployment insurance contributions on Independent Contractor/Vendor's behalf; (iii) Trinity will not withhold state or federal income tax from payments to Independent Contractor/Vendor; (v) Trinity will not make disability insurance contributions on behalf of Independent Contractor/Vendor or its employees; and (v) Trinity will not obtain workers' compensation insurance on behalf of Independent Contractor/Vendor or its employees.

13.4 Employees, Agents, Subcontractors and Other Third Parties. Independent Contractor/Vendor shall have the right to employ such employees, agents, subcontractors and other third parties as deemed necessary and appropriate to carry out the Services under this Agreement, subject to the requirements of Article 10.

ARTICLE 14 ADVERTISING

Trinity and Independent Contractor/Vendor agree to provide and obtain, in advance, the other party's written approval of all advertising and promotional materials, both written and broadcast, which refer to the other party. No reference of the other party shall be made in any materials

unless prior written approval is obtained. Consent shall be deemed given if not received in thirty (30) days from the date of the request.

ARTICLE 15 NO EXCLUSIVITY

15.1 The parties enter into this Agreement on a nonexclusive basis.

15.2 Independent Contractor/Vendor and Trinity shall retain the right to contract with others for similar Services during the term of this Agreement.

ARTICLE 16 NOTICES

Any notice, demand or communication required, permitted or desired to be given under this Agreement will be deemed effectively given when mailed by prepaid certified or registered mail, postage prepaid, return receipt requested, or delivered by hand, messenger or reputable overnight courier, return receipt requested, addressed as follows:

If for Independent Contractor/Vendor:

If for Trinity:

ARTICLE 17 MISCELLANEOUS

17.1 Entire Agreement. This Agreement, Exhibit A, and Exhibit B contain all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. In the event of a conflict between the terms of this Agreement and any other Agreements, Attachments, Exhibits, Schedules or Amendments, the terms of this Agreement shall prevail.

17.2 Modifications. This Agreement constitutes the entire understanding between the parties hereto, and no changes, amendments, or alterations shall be effective unless agreed to in writing by both parties.

17.3 Invalidity or Non-enforceability. The invalidity or non-enforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

17.4 Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of Texas. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Bexar County, Texas.

17.5 No Waiver. Any failure or delay in the enforcement of the rights detailed in this Agreement by CONSULTANT or the UNIVERSITY shall not constitute a waiver of those rights or be deemed a basis for estoppel. CONSULTANT and the UNIVERSITY may exercise their rights under this Agreement despite the delay or failure to enforce the rights.

The parties hereby acknowledge and agree the each has read, understood and agrees to each of the terms of this Agreement as set forth above and in Exhibits A and B attached hereto.

Date: _____

Signature of Agent for Independent Contractor/Vendor

Printed Name of Agent for Independent Contractor/Vendor

Date: _____

Signature of Trinity Official

Printed Name of Trinity Official

Note: Fully executed agreements are required for payment. Contracting authority for Trinity University is limited. All contract agreements must be signed by an Authorized Representative or a Designated Authorized Signator of Trinity University. To view the list of Designated Authorized Signators please see:
https://inside.trinity.edu/sites/inside.trinity.edu/files/file_attachments/5506/revised-des-author-signators.pdf

Department: _____ Date: _____

EXHIBIT A

In exchange for provision of the Services below, Trinity shall compensate Independent Contractor/Vendor as follows:

Trinity hereby contracts for the following Services to be performed by Independent Contractor/Vendor to:

Amusement Companies (including inflatables)

Entertainer/Performer

Martial Arts, Zumba, Yoga & Other Fitness Instructors/Events

Therapeutic Animals

Wellness/Health/Benefit Fairs/Massage Therapists

Outdoor Adventure Outfitters

Ambulance Services

Medical Services, including counseling: (SPECIFY medical/psychological, on campus, off-campus, students or employees accepted as in-patients, etc.)

Temporary employees for: (SPECIFY: clerical, facilities management, etc.)

Other:

This Exhibit is hereby incorporated into the Agreement for Services between Trinity and Independent Contractor/Vendor.

EXHIBIT B

Amusement Companies (including inflatables)

Commercial General Liability: \$3 million per Occurrence/\$5 million aggregate with Trinity University endorsed as an Additional Insured.

Auto Liability: \$2 million per Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.

Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability

Entertainers & Performers

Commercial General Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional Insured.

Auto Liability: Private passenger vehicle parking on campus: \$100,000/Person, \$300,000/Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.

Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability

Martial Arts, Zumba, Yoga, & Other Fitness Instructors/Events

Commercial General Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional Insured and no sexual abuse exclusion.

Auto Liability: Private passenger vehicle parking on campus: \$100,000/Person, \$300,000/Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.

Therapeutic Animals

Commercial General Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional

Auto Liability: Private passenger vehicle parking on campus: \$100,000/Person, \$300,000/Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.

Wellness/Health/Benefit Fairs/Massage Therapists

Commercial General Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional Insured.

Auto Liability: \$1 Million per Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.

Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability

Professional Liability: \$1 million per Occurrence if professional medical services are provided (i.e. massage)

Outdoor Adventure Outfitters

Commercial General Liability: \$2 million per Occurrence with Trinity University endorsed as an Additional Insured.

Auto Liability: \$5 million per Occurrence, Combined Single Limit with Trinity University endorsed as an Additional Insured recommended if outfitter provides transportation.

Protection and Indemnity: Greater of \$1 million per Occurrence OR \$100,000 per Occurrence per Passenger Seat with Trinity University endorsed as an Additional Insured recommended if outfitter provides/uses watercraft (canoes, kayaks, etc.) If included in CGL must be specifically stated on Certificate of Insurance.

Ambulance Service

Commercial General Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional Insured.
Auto Liability: \$1 million per Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.
Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability.
Professional Liability: \$5 million per Occurrence; if claims made policy include 3 year extended reporting period.

Medical Services Provided to Institution

Professional Liability: \$5 million per Occurrence for any professional medical provider including counselors. If claims made policy include 3 year extended reporting period.
Commercial General Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional Insured and no sexual abuse exclusion.
Auto Liability: \$1 million per Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.
Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability

Other Service (specify): _____

Commercial General Liability: _____

Auto Liability: _____

Workers' Compensation: _____

Other Insurance (specify): _____

This Exhibit is hereby incorporated into the Agreement for Services between Trinity and Independent Contractor/Vendor.