**C-**Click or tap here to enter text.

**AUSITN PEAY STATE UNIVERSITY**

**REVENUE AGREEMENT**

This Agreement, made this day Click or tap to enter a date., by and between Austin Peay State University, hereinafter referred to as “University”, and Click or tap here to enter text., hereinafter referred to as “Association”.

**WITNESSETH:**

WHERAS, the parties with to Click or tap here to enter text.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement as set forth herein:

1. University agrees to perform the following: Click or tap here to enter text.

B.1. Association acknowledges and agrees to perform the following: Click or tap here to enter text.

B.2. The Association agrees to compensate the University as follows: Click or tap here to enter text.

B.3. Payments to the University shall be made according to this schedule set out above. The final payment shall be made when the Association has completely performed the Association’s duties under this Agreement.

C. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. University shall have no liability except as specifically set forth in this Agreement.
2. Association warrants that no consideration has been or shall be paid directly or indirectly to any officer or employee of University and the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontract or as consultant to Association in connection with this Agreement.
3. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of l972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.
4. This Agreement shall be subject to, governed by and construed in accordance with the laws of the State of Tennessee as the site for performance of this Agreement without regard to its conflict of law principles. Association shall comply with all applicable federal, state and municipal laws, and regulations in performing its duties under this Agreement.
5. Each party is an independent contractor, and this Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act of the other party, other than as stated herein.
6. Either party may terminate for convenience this Agreement by giving the other party at least thirty (30) days' written notice before the effective date of termination. Termination of this Agreement shall not affect the rights and obligations of the parties, which shall have accrued prior to termination. If Association fails to fulfill in timely and proper manner its obligation under this agreement, or if Association shall violate any of the terms of this Agreement, University shall have the right to immediately terminate this Agreement. Notwithstanding the above, Association shall not be relieved of liability to University for damages sustained by virtue of any breach of this Agreement by Association.
7. Any and all claims against the State of Tennessee , its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee . Damages recoverable against the State of Tennessee shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law.
8. Association agrees to carry adequate public liability and other appropriate forms of insurance to pay taxes incident hereto and otherwise protect and hold harmless University from any and all liability not specifically provided for in this Agreement. Association further agrees to provide proof of such insurance to University upon request.
9. The Association shall keep full and accurate records in connection with the performance of service under this Agreement. All such records shall be retained by the Association for a period of three (3) years subsequent to completion of this Agreement and are subject to audit by University or the State Comptroller at any time during regular working hours.
10. Any notice required or permitted by this Agreement to University shall be in writing; shall be delivered personally, by certified mail (and return receipt requested, postage prepaid), by overnight mail or by facsimile transmission; and will be, with the exception of transmission by facsimile, effective on the date that delivery is documented to have been first attempted. Such notices shall be sent to University at the following address:

If to University: Attention:

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

If to Association: Attention:

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

1. This Agreement may be modified only by written amendment executed by all parties hereto. Additional provisions once entered and initialed become an integral part of this Agreement.
2. This Agreement shall not be binding upon the parties until it is approved by University's president or his designee. Association's use of University's name in advertising, publicity, or other promotional activities is expressly prohibited unless required by law or Association first obtained University's written consent.
3. This Agreement constitutes the entire understanding between the parties and all other prior negotiations, representations, and understandings are superseded hereby. Neither party was induced to enter into this Agreement by any statements or representations not contained in this Agreement. Neither party shall have any authority, and neither party shall represent that it has authority, to assume or create any obligation, express or implied, on behalf of the other party, except as provided in this Agreement.
4. Association shall submit to University progress reports:

 Not Requested
 Monthly
 Quarterly
 Other

1. The Association shall comply with all applicable Federal, State, and Local laws and regulations in the performance of the Contract. The Contract shall be governed by and subject to the laws of the State of Tennessee.
2. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 14-4-124, requires that Contractor attest in writing that Association will not knowingly utilize the services of illegal immigrants in the performance of this contract and will not knowingly utilize the services of any subAssociation, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, ("the Attestation"), Attachment A which is attached and hereby incorporated by this reference.
3. If Association is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Association shall be prohibited from contracting or submitting a bid to any state institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Association may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, 0620.
4. The term of this contract shall be from Click or tap to enter a date. to Click or tap to enter a date.

In witness of their acceptance of the contract, the duly authorized representative(s) of each party has executed the contract.

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| **CONTRACTOR:**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name (Printed): Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **AUSTIN PEAY STATE UNIVERSITY:**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Alisa WhiteTitle: President Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |