



ANIMAL(S) ON CAMPUS AGREEMENT

THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND (hereinafter referred to as “the University”) and its _____ (hereinafter referred to as “Owner”) agree as follows:

1. COMPENSATION AND GENERAL TERMS

The University desires for Owner to provide the following described animal(s) on campus:

Type*: _____

Birth Name (if applicable)*: _____

Weight*: _____

***If multiple animals, attach a list that provides this information.**

The animal(s) will be located on the University’s premises with an address of 6823 St. Charles Avenue, New Orleans, LA for the purpose of: _____

- A. Date of Event: _____
- B. Time of Event: _____
- C. Duration of Event: _____
- D. Fee (if applicable): _____

Any applicable fee noted above is a flat guarantee.

There will be no deposit paid to Owner. Payment will be made in full to the Owner immediately following the event by a Tulane University check.

Payment to Owner is inclusive of Owner’s costs for travel and accommodations, if any. Provision of travel and accommodations are the sole responsibility of the Owner.

2. CONTROL/PRODUCTION OF ANIMAL

Owner agrees that they are solely responsible for the maintenance of the above described animal(s) and agree to keep animal(s) under control at all times.

Owner agrees to adhere to local ordinances, including leash and licensing requirements applicable to the above described animal(s).

Owner agrees not to leave the above described animal(s) unattended for any reason.

Owner agrees to clean up after their animal(s) and to dispose of their animal's waste properly and quickly. For purposes of this agreement, “waste” shall include, but not be limited to, all urine and/or feces excreted by animal(s).

Owner agrees not to leave food or water for their animal(s) or any other animal(s) on the campus where it may attract other animals or rodents. All food or water shall be disposed of appropriately and may not be sold for consumption (of other animals or rodents) on campus.

Owner agrees to keep their animal(s) from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to anyone on campus. Owner will immediately remedy any complaints made about animal(s).

Owner certifies that the animal(s) is in good health and free from diseases or illnesses, with current and up-to-date immunizations applicable for each type of animal(s).

Owner agrees that their animal(s) is not hostile or dangerous in nature, such that the animal(s) will harm individuals on the campus.

Owner agrees that this Agreement applies only to the specific animal(s) described above and that no other animal(s) may be substituted.

3. CHOICE OF LAW OR FORUM

This Agreement shall be construed in accordance with the laws of the State of Louisiana applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in the city of New Orleans in the State of Louisiana in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in the city of New Orleans in the State of Louisiana and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

4. INDEMNIFICATION

Owner shall protect, defend, indemnify and hold harmless the University, and each of its agents, officers, administrators, insurers, directors and employees (individually an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all claims, demands, actions, damages, liabilities, costs and expenses, including without limitation attorneys' fees (collectively, "Losses"), incurred by each and/or any Indemnified Party for damages, including, without limitation, bodily injury, personal injury, death, property damage, punitive damage, or any other claims brought by any person, including employees of Owner or any subcontractor, and arising out of this Agreement, regardless of whether caused, in whole or in part, by negligence or other legal fault attributable to an Indemnified Party. In the event of a claim for indemnification pursuant to this Agreement, defense counsel shall be selected jointly by Owner and the Indemnified Party. Owner shall have the right to control the defense and settle any claim, subject to the consent of the Indemnified Party. It is in the intent of this Agreement that Owner will protect, defend, indemnify and hold harmless the Indemnified Parties to the maximum extent permissible by law. Owner's indemnity obligations shall not be limited by the insurance provisions of this Agreement, as the parties intend and agree that Owner shall be fully responsible for liabilities assumed, regardless of the presence or absence of insurance. This paragraph shall survive any completion, expiration or termination of this Agreement.

5. INSURANCE

Owner shall, at its own cost and expense, obtain and maintain in full force and effect for the duration of this Agreement the following insurance policies with coverage and limits specified below:

1. Workers' Compensation insurance with statutory limits, and Employer's Liability insurance with minimum limits of \$1,000,000 per accident for bodily injury by accident or disease.
- ii. Comprehensive General Liability insurance with minimum limits of \$1,000,000 per occurrence limit.

The required insurance shall contain the following additional provisions:

- i. Primary Non-Contributory- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage which the University may choose to maintain.
- ii. Additional Insured- Owner shall endorse its Commercial General Liability policy to name the University (THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND) as an additional insured.
- iii. Waiver of Subrogation- For all insurance policies specified above, Owner agrees to waive all rights of recovery and shall cause its insurers to waive all rights of subrogation against the University.

Owner shall furnish the University with a certificate of insurance evidencing the required coverage before commencement of this Agreement.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with reference to this matter, and supercedes all prior negotiations and agreements, written or oral. This Agreement cannot be amended except by written instrument signed by the parties.

BUSINESS/OWNER NAME:

Signature: _____

Name: _____

Title: _____

Address: _____

City/State: _____

Phone: _____

**THE ADMINISTRATORS OF THE
TULANE EDUCATIONAL FUND**

Signature: _____

Name: _____

Title: _____

6823 St. Charles Ave.

New Orleans, LA 70125

Phone: _____

Date: _____