

CONTRACT COVER PAGE

Account Number: _____

Description (please provide a brief description of the services to be performed):

Essential Elements (please mark that the following are present in the agreement/contract):

- ____ Complete vendor information (Name, address, federal ID No. or Social Security Number)
- ____ Term of the agreement/contract
- ____ Maximum liability of agreement/contract
- ____ Civil Rights paragraph (Title VI & VII)
- ____ Non-discrimination paragraph
- ____ Termination paragraph
- ____ Liability insurance statement (for independent contractors)
- ____ Modification by writing paragraph
- ____ Compliance with Federal and State laws/regulations paragraph)
- ____ Conflict of interest paragraph
- ____ Hold Harmless Statement
- ____ Funds Available & Account Number indicated

Items to be Reviewed (please mark that the following have been checked and are in compliance with TBR Guideline No. G-030; see the Exhibit 2 for acceptable substitute statements):

1. ____ No paying of taxes, late penalties, liquidated damages, incidental or consequential damages, etc.
2. ____ No provisions designating another state as governing law.
3. ____ No paying of deposits or any other type of early payments.
4. ____ No insuring, indemnifying, or holding harmless any party from claims.
5. ____ No consenting to arbitration by a third party
6. ____ No paying of late charges, finance charges, or interest in excess of the Tennessee Prompt Pay Act (T.C.A. Section 12-4-701).
7. ____ No term longer than one (1) calendar year.
8. ____ No statements saying the College will hold information confidential.

Questionable Items (please make sure these items are not present in agreement/contracts):

- ____ Requirements to pay or obtain outside labor (other than what is stated in the agreement/contract).
- ____ Requirements of liability or property insurance or performance bond.
- ____ Payments of travel/per diem expenses in excess of maximum limitation set forth in TBR Policy No. 04:03:03:00.
- ____ Disclaimer of vendor's liability for incidental, exemplary, or consequential damages.
- ____ Disclaimer by vendor of express or implied warranties of merchantability and fitness for a particular purpose.
- ____ Limitation on dollar amount of damages recoverable by state from vendor.
- ____ Passing of risk of loss or title to institution before delivery and/or installation of products.
- ____ Rights for the vendor to enter College premises without notice or remove equipment/product.
- ____ Awarding of attorney's fees to vendor.
- ____ Jurisdiction in courts outside Tennessee.

IMPORTANT NOTE: The items listed above are not all-inclusive these are some of the most common elements found in agreement/contracts. TBR Policy/Procedures and Guidelines must also be referenced when preparing agreement/contracts.

Signature
(applicable Vice President)