

General Registered Student Organizations  
Activity & Service Fee Funded Contract Process & Best Practices

**Overview:**

The University of Florida (“University”) seeks to clearly define and classify registered student organizations into distinct categories based on their relationship to the University, degree of University oversight, and access to University resources. In doing so, the University improves the experiential learning landscape, increases efficiency of services, and ensures appropriate resources, programs, and benefits are distributed to registered student organizations in accordance with state, local and federal law, and University policies.

General Registered Student Organizations (GRSOs) are independent third parties, with no legal affiliation to the University and any of its entities. As such, neither its statements, its ideas, nor its activities are endorsed by the University of Florida. GRSOs are encouraged to apply for services with Student Legal Services (SLS) for legal advice as it pertains to their contracts. If SLS cannot assist, they will refer the GRSO to local private counsel.

This document is intended to serve as a resource of best practices, not legal advice, for GRSOs entering into contracts. The information below is broken down into different types of types of contracts, frequently asked questions, and suggestions for the following: when to contract, timeline, language that should be included in each contract. In order to have access to Activity & Service (A&S) Fee funding, GRSOs must comply with all Student Government Finance and University policies.

The University of Florida will not enter into contracts on behalf of a General Registered Student Organization. GRSOs do not have authority to enter into a contract on behalf of the University of Florida. The University of Florida is not responsible for any services, equipment, rentals, performers, goods, or other items purchased by GRSOs. Any property or goods purchased are solely owned and maintained by GRSOs not the University of Florida. General Registered Student Organizations shall not use the University of Florida’s tax identification number at any time.

**Types of Contracts:**

1. UF Facility Agreements
  - a. Internal agreements from facilities/venues on campus. These may include, but are not limited to the following venues:
    - i. Curtis M. Phillips Center for the Performing Arts
    - ii. University Auditorium
    - iii. Stephen C. O’Connell Center
    - iv. Reitz Union
    - v. Emerson Hall
    - vi. Housing and Residence Education
    - vii. Ben Hill Griffin Stadium
    - viii. Florida Gym
    - ix. RecSports facilities and Fields
2. External Contracts/Riders
  - a. These contracts and riders are supplied by an agency or vendor and require additional review/ potential edits based on what the General Registered Student Organization can agree to

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3. Invoices
  - a. If a vendor is selling a product, an invoice will be issued, and a contract may not be needed

**Suggestions for when to request a Contract:**

A contract may be requested/provided any time an individual or business is being paid to perform a service. This includes but is not limited to:

1. Bands/DJ (any musical performance)
2. Lecturer/Speaker
3. Photographers
4. Graphic Designers
5. Instructors (yoga, dance)

**Suggested Contract Timeline & Process:**

1. 4-6 Weeks Out
  - a. Secure funds by submitting an SAR through Docutraq ([docutraq.sg.ufl.edu](http://docutraq.sg.ufl.edu))
    - i. *If a formal offer is needed prior to starting the contracting process, please ensure that funds are available and secure before submitting an offer.*
  - b. Vendor should submit all vendor and tax identification forms
  - c. Start the contract process once the following note appears on your SAR:
    - i. *Please move forward with your negotiations. This SAR will remain on hold until a contract is received by SG Finance.*
2. 3-5 Weeks Out
  - a. General Registered Student Organization reviews External Contracts/Riders
    - i. If edits need to be made on External Contracts/Riders based on what the GRSO can agree to, the GRSO should strike-through and make edits electronically
    - ii. Once all edits are completed, the GRSO should sign the contract and return to agency/vendor for review and final signature.
      1. Some contracts go through negotiations with the agencies that represent the artist
        - a. The GRSO reviews and negotiates any edits or counters made on the contract until both parties can come to an agreement.
      - iii. Upon final signature, the contract is then sent to SG Finance for processing.
    - b. Once all signatures and vendor forms are received, SG Finance/UF Purchasing may begin processing payment
3. Post Event
  - a. All payments will be made net30 and deposited electronically into the vendor's provided account

\*This timeline should be extended by 2-3 weeks for contracts involving international artists\*

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**Language to Include or Remove in Contracts:**

General Registered Student Organizations that are using A&S fees must include the following language in all contracts they enter into:

*“This Agreement is entered into by a student organization established by students at the University of Florida, not the University of Florida, and is funded by student fees designated to the student organization. This student organization is not an agent of the University of Florida, does not represent the University of Florida in any way and is not permitted to act on behalf of the University of Florida. Accordingly, the student organization cannot bind or obligate the University of Florida to any contractual obligation.*

General Registered Student Organizations should strike through the following language in all contracts they enter into:

1. Any mentions of deposits or payments in cash.
2. Any reference to payment being made “prior to the engagement/performance.” Replace with “NET30 following the engagement/performance.”
3. Any clause about laws pertaining to the artist’s or agent’s home state. Replace with “Florida.”
4. Any mention of alcohol and/or tobacco on a rider
5. Indemnification clauses

**Frequently Asked Questions:**

Q: What is a contract?

A: A legally binding agreement between two or more parties based upon promises made to each other.

Q: What is a rider?

A: A contract rider is an attachment to the original contract that clarifies the additional terms of the agreement.

Q: What does force majeure mean?

A: (French for "superior force"), also known as cas fortuit (French) or casus fortuitus (Latin), is a common clause in contracts that essentially frees both parties from liability or obligation when an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by the legal term "act of God" (such as flooding, earthquake, or volcanic eruption), prevents one or both parties from fulfilling their obligations under the contract. However, force majeure is not intended to excuse negligence or other malfeasance of a party, as where non-performance is caused by the usual and natural consequences of external forces (for example, predicted rain stops an outdoor event), or where the intervening circumstances are specifically contemplated.

Q: What is indemnification?

A: To indemnify another party is to compensate that party for losses that that party has incurred or will incur as related to a specified incident.