

- 13) If the Presenter/Vendor arrives at or near the performance site prior to the scheduled performance and (in the Purchaser's opinion) appears to be under the influence of intoxicating beverages, narcotics or drugs; and as a result thereof (in the opinion of the Purchaser) it is likely that the Presenter/Vendor cannot render said performance within reasonable expectations of the Purchaser, it is agreed that this is a breach of contract on the part of the Presenter/Vendor. Should this occur, the Presenter/Vendor shall be responsible for all costs incurred.

If the Presenter/Vendor is in possession of alcoholic, intoxicating beverages, drugs or the paraphernalia/containers associated therewith, at any time during said performance on property owned or controlled by Purchaser, it is agreed that it is a breach of contract.

- 14) If the Presenter/Vendor cancels this contract within the terms of the cancellation clause contained herein and the Purchaser agrees, it is the Purchaser's option to reschedule the performance at the earliest possible date convenient to both parties under the terms of this contract. The decision of whether or not to reschedule is at the sole discretion of the Purchaser.

- 15) Purchaser assumes no liability to provide any equipment, service or accommodations unless specifically stated in this contract or incorporated in a written addendum hereto.

This contract shall be construed and governed in all respects according to the laws of the State of Ohio.

It is agreed to and understood that Sinclair Community College as Purchaser, has final control over all matters pertaining to any performance held under the College's auspices except to the extent such matters are specifically placed in the Presenter/Vendor's discretion by this contract.

No oral representation, warranty, condition of agreement of any nature whatsoever shall be binding upon the parties hereto unless incorporated in this agreement. This contract, along with any addendum, contains all terms and conditions agreed to by the parties hereto, and may not be amended other than in writing.

The Purchaser has signed this contract prior to signature by the Presenter/Vendor. Any changes in the contract by the Presenter/Vendor must be agreed to, in writing, by the Purchaser. The action of the Purchaser in returning said contract constitutes an offer to enter into an agreement under the terms herein stated, but unless returned to the Purchaser on or before the _____ day of _____, 20____, this offer shall be null and void.

AGREED AND ACCEPTED FOR:

Presenter/Vendor

By _____ Title _____ Date _____
 Authorized Signature

Sinclair Community College Requesting Department

By _____ Title (Department Chair/ Director) _____ Date _____
 Authorized Signature

 Printed Name Printed Name of Department Date

Sinclair Community College Purchasing Department

By _____ Purchasing Manager _____ Date _____
 Mark A. Schmid Purchasing Manager or Representing Authority