



ACKNOWLEDGMENT OF PAYMENT FORM

1. _____ (“Service Provider”) is providing _____ (“Faculty Member”) with _____ (the “Services”) under a separate arrangement or written agreement by and between Service Provider and Faculty Member (the “Agreement”). Pursuant to such Agreement, Service Provider is owed certain expenses and/or fees (the “Fees”) for the Services provided to the Faculty Member in an amount equal to \$_____. Emerson College, a Massachusetts nonprofit educational corporation with a principal place of business at 120 Boylston Street, Boston, MA 02116 ("Emerson College"), hereby agrees to remit payment to Service Provider on behalf of Faculty Member for the Fees due to Service Provider under the Agreement. Faculty Member and Service Provider acknowledge and agree that Emerson College is not a party to the Agreement nor has any obligations or liabilities related to the Service Provider or the Services, other than the payment of the Fees as set forth herein.

2. The acceptance by Service Provider of payment of the Fees shall operate as a complete and unconditional release to Emerson College of any and all existing or future claims or demands by Service Provider in connection with the Services. Emerson College shall have the right to withhold any amount set forth in an invoice that Emerson College reasonably disputes in good faith until resolution of such dispute. Upon resolution of such dispute, Emerson College shall pay any amounts owed to Service Provider within thirty-five (35) days from the date of resolution. Emerson College is a Massachusetts nonprofit, tax-exempt corporation and is exempt from paying Massachusetts sales taxes. Unless otherwise agreed by Emerson College, the Fees for the Services do not include any state or local sales, use or other taxes. Upon request, Emerson College shall provide Service Provider with a copy of its tax exemption certificate.

3. Service Provider forever releases, waives, discharges, and covenants not to sue Emerson College, its Board of Trustees, officers, agents, employees (including, Faculty Member), and students from and against any and all liability for any harm, injury, damages, claims, demands, actions, causes of action, costs, and expenses of any nature, that Service Provider may have or that may hereafter accrue, arising out of or related to any loss, damage, or injury arising out of or related to the Agreement (including, the Services provided to Faculty Member).

ACCEPTED AND AGREED AS OF _____.

SERVICE PROVIDER

By: _____

Name: _____

Title: _____

Date: _____