

BROWN STUDENT ACTIVITIES' CONTRACT

This contract is made between _____, a recognized student organization at Brown University (hereinafter called "Organization") and _____ (hereinafter called "Contractor"), for the performance of services by Contractor as described below. In consideration of the agreements set forth herein, the parties agree as follows with regard to the activities hereinafter described and the terms and conditions in connection therewith.

- 1) Full name of Contractor _____
- 2) Nature of service or scope of duties to be performed by Contractor: _____
- 3) If service is a performance, location of engagement: _____.
Organization confirms that location will be clean and in proper working order and of adequate size.
- 4) Date(s) or period of service: _____
Starting/Finishing times and any breaks: _____
If set-up or sound-check is required, time Contractor will arrive at above location at _____ AM PM.
- 5) Wage and terms agreed upon. A fee in the amount of \$ _____ shall be paid by Brown University check made payable to _____. No deposits will be provided. This contract must be signed and returned to the Student Activities Office (SAO) at least ten (10) business days *prior* to the intended payment date in order to ensure that a check will be ready. If this contract is not completed and received by Organization ten (10) business days in advance, Contractor's payment will be available by ten (10) business days after receipt of this contract by the SAO. For one-time services, the earliest Contractor may receive payment is immediately following completion of service. If service is being conducted over a period of time, the agreed upon fee shall be divided equally among the following payment dates: _____.

The following additional agreements are made with the understanding that any approved expenses made by Contractor will be reimbursed within thirty (30) days of submission of receipts:

- a) Lodging: Organization to provide _____ room(s) for _____ night(s) at Brown University Inn or alternate location deemed appropriate by Organization; total cost not to exceed \$ _____.
- b) Transportation: Organization will provide and arrange _____; total cost not to exceed \$ _____. Contractor shall arrange _____ and submit receipts for reimbursement; total cost not to exceed \$ _____.
- c) Food (select one): None \$ _____ per diem
 Performer to pay and submit receipts for reimbursement; amount not to exceed \$ _____
 Other: _____
- d) Other: _____

- 5) All equipment necessary for service shall be furnished by the Contractor unless otherwise stated as follows: _____

No pyrotechnics or fog machines permitted.

- 6) Organization shall have 100% control over publicity, advertising, and promotion of service.
- 7) Sponsoring Organization reserves the right to control the sound level of engagement, specifically calling for a maximum continuous sound noise level.
- 8) Brown University Department of Public Safety has sole discretion in determining security measures and requirements.
- 9) Contractor agrees that he/she and his/her agents will not damage, alter, modify, attach, append or in any way or manner affect any of the property, fixtures, or real estate of Brown University or location of engagement. If in the opinion of Organization, this clause is violated any payment due will be fully withheld pending settlement for damage.
- 10) No alcohol or illegal drugs will be used by Contractor or his/her agents at any time while on the Brown University campus in connection with this agreement.

- 11) In performing services and accepting payment under this contract, Contractor is deemed an Independent Contractor and shall not act as nor be considered an agent of the Organization or Brown University. As such, there will be no employee benefits provided. There will be no withholding of any state or federal taxes or assessment; however, based on the services provided, Brown University shall, on behalf of Sponsoring Organization, issue an IRS Form 1099 in Contractor's name.
- 12) Contractor and his/her agents agree to indemnify and hold harmless the Organization and Brown University from any claim, damage, liability, injury, expense, or loss arising out of Contractor's performance of services under this Contract which is not directly caused by the gross negligence of Organization or its agents.
- 13) Contractor and his/her agents shall observe and abide by all applicable state laws and regulations, including, but not limited to, those of Brown University relative to conduct on its premises.
- 14) Cancellation of this Contract by Contractor made within thirty (30) days of the engagement shall result in the Contractor's liability for costs incurred by Organization in relation to this agreement prior to notification of cancellation. Organization and Contractor reserve the right to cancel without penalty this agreement for reasons of accidents, riots, strikes, epidemics, weather phenomena, acts of God, civil tumult, or executive order.
- 15) This Contract constitutes the complete understanding of the parties and supersedes any other agreements and shall be governed by the laws of the State of Rhode Island and Providence Plantations. Any changes and/or additions to this Contract must be made in writing and signed by same parties as this Contract.
- 16) Additional terms are as follows (additional riders may be attached but must be signed by same parties as this Contract):

In the case of conflicts between this contract and any attached riders, this contract shall rule.

- 17) Contract is not valid without all three signatures below.

Sponsoring Organization

(to be completed by an authorized financial signatory)

Print Name: _____

Signature: _____

Phone #: _____ Date: _____

Brown University Student Activities Office

Print Name: _____

Signature: _____

Date: _____

Return to:
 Donna Hustler
 Brown University Student Activities
 Campus Box 1930
 Providence, RI 02912
 (401) 863-2341

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| <p><u>Contractor or his/her agent</u> <i>(Note: Contract must be mailed; original signature required)</i></p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Phone #: _____ Date: _____</p> <p>Title: _____</p> <p><i>The following information must be for individual or entity for which check will be made payable according to section 5 above.</i></p> <p>Social Security or Federal ID Number _____</p> <p>Tax Address: _____ _____ _____</p> |
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