BROWN STUDENT ACTIVITIES’ CONTRACT

For Performances

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) Date(s) of service: ____________________________
   a) Itinerary, starting/finishing times and any breaks: ____________________________
   b) If set-up or sound-check is required, time Contractor will arrive at above location at ____ AM PM.
   c) Organization will make best efforts to provide Contractor with ______ minutes for Contractor to use for a sound check. If a load-in is required, the load-in time will be at __________ AM PM.
   d) Doors open: __________ AM PM.

4) Location of engagement:
   Primary site: ____________________________ capacity: ____________________________
   Rain site: ____________________________ capacity: ____________________________

Organization confirms that location will be clean and in proper working order and of adequate size. Organization also confirms that it will limit the audience to no more than the legal limit permitted. If the engagement is to be held outdoors, Organization will provide a rain location, tent or rain date for the engagement (noted in the location of engagement above) and will ensure that adequate stage covering and grounding to protect all persons and equipment involved in the engagement from inclement weather and dangerous conditions resulting therefore. The foregoing shall apply to, without limitation, all stage areas mixing consoles and wiring. Contractor shall have the sole right to determine in good faith whether such covering and grounding is adequate.

5) Audience may include:
   □ Brown/RISD Students, Faculty and Staff (priority) and guests □ General Public (space permitting)

6) Ticket Prices: $______________ Brown/RISD $______________ General Public (space permitting)
7) **Publicity:** Organization shall have 100% control over marketing efforts, publicity, advertising, and promotion of service. Contractor □ requires □ does not require that all communications, mailings, solicitations, publicity and/or promotion that mentions or makes reference to the Contractor be approved in writing by Contractor or its agent in advance.

On publicity, Contractor shall be identified exactly as follows: _________________________________ and shall receive placement on all advertising and publicity issued by the Organization as the follows:

- □ 100% billing and sole performer
- □ 100% billing with special guests
- □ 75% special guest billing
- □ ____% festival billing
- □ other Contractors include: _____________________________________________________

Organization requests one photographer be permitted to attend the full performance from each of the following campus publications: the *Liber Brunensis* (campus yearbook), the *Brown Daily Herald* (campus newspaper) and Brown University's Media Relations Office for media coverage solely in campus publications.

8) **Organization’s Correspondent:**____________________________, phone # __________________.

9) **Contractor’s Correspondent or Agent:** ______________________________,

Agency: ______________________________ phone # __________________________.

10) **Indemnification:** The Contractor identified above and its agents agrees to indemnify and hold harmless the Organization and Brown University, including the Corporation, its trustees, officers employees, staff and agents from all liability, losses, damages or expenses from any and all fines, suits, claims, and demands, including reasonable attorneys fees, arising from any actions of any kind or nature resulting from any acts, errors, or omissions of Contractor and its agents as a result of performing services to be rendered hereunder, provided, however, such indemnification shall not apply to any fines, suits, claims, and demands arising from the gross negligence of the Organization or Brown University.

11) 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.

12) **Security:** Brown University Department of Public Safety has sole discretion in determining security measures and requirements. Contractor must inform the Organization if special circumstances and needs for security are known and should be considered when determining security measures. If security is required for the engagement, the Organization shall be responsible for providing and paying for security for the safety of all persons and property in connection with the engagement.

13) 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.

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) **Insurance**: Organization shall provide, at its sole cost, general liability insurance covering any claims, liabilities or losses directly or indirectly resulting from injuries to any person and from any property damage and/or loss in connection with the engagement resulting from Organizations acts, errors or omissions. Such insurance shall be in the amount of one-million dollars ($1,000,000) aggregate per occurrence and one-million dollars ($1,000,000) per event. Organization shall provide certificates of insurance evidencing the above at least ten (10) business days prior to the start of the engagement.

15) **Confidentiality**: The Organization agrees to not itself disclose the terms, conditions and arrangements contained in this contract with third parties outside of the University. All student organization expenditures are subject to review by the student government body that oversees the use of student activities funds allocated to student organizations. The Organization cannot guarantee confidentiality of all the terms, conditions and arrangements contained in this contract.

16) **Sponsorships**: The only sponsorship that will be noted in advertisements and programs for an engagement will be those from Brown University departments, student organizations, and academic grants. Contractor may not secure sponsorship in connection with the engagement unless written permission is obtained from the Organization and the Student Activities Office. In the event written permission is granted, it is understood and agreed that the Contractor SHALL NOT advertise or promote his/her engagement in any way that suggests or implies that the Organization and Brown University are endorsing the Contractor (including the sponsor) or any entity, individual, product, service or cause in any way affiliated with the Contractor.

17) **Merchandise**: If Contractor notifies Organization of intentions to sell merchandise, the Organization shall provide a table in a clean, well-lit and highly visible area to the Contractor for such sales; however, Contractor will provide adequate staffing to manage the merchandise table.

- Contractor wishes to sell Merchandise
- Contractor does not wish to sell Merchandise

Contractor shall have the sole and exclusive right to sell and distribute Contractors’ own merchandise including, without limitation, merchandise contacting the name, voice, likeness and logo of the Contractor. Contractor shall retain one-hundred percent (100%) of the gross receipts resulting from the sale of recorded merchandise such as CD’s and DVD’s; Contractor shall retain eighty percent (80%) of the gross receipts resulting from the sale of all other merchandise with the Organization receiving twenty percent (20%) of the gross receipts resulting from the sale of all other merchandise. Contractor shall provide the Organization with their earned percentage of merchandise sales immediate following the close of the engagement or prior to the Contractor departing the engagement whichever comes first. Organization shall at its sole cost, prohibit the sale or distribution of all unauthorized or so-called “Bootleg” merchandise in and immediately adjacent to the Venue.

18) **Concessions**: The sale of food or drinks at the engagement (if arranged by the Organization) shall not be in the immediate area of the stage; Organization shall make every effort to locate the concessions near the rear of the performance venue. Alcoholic beverages will not be sold at the engagement.

19) **Fees and Terms agreed upon.**

   a) A fee in the flat amount of ________________________ dollars ($ ________________) shall be paid by Brown University payment. The payment shall be provided either directly to the Contractor immediately following the lecture or to the Contractor’s designated agent between ten and thirty days of the engagement, provided that this contract and the Brown University Supplier and Individual Payee Registration Form is received prior to the engagement. The Contractor has the opportunity to select their terms of payment when completing the Supplier and Individual Payee Registration Form.

   b) This contract must be signed and returned to the Student Activities Office (SAO) and the Brown University Supplier and Individual Payee Registration Form submitted prior to the engagement.
If this contract and the supplier/payee registration form is not completed in advance, Contractor’s payment will be available between ten and thirty days following completion of these documents.

c) **Brown University Supplier and Individual Payee Registration**

In order to be set up in the University’s procurement system which will allow you or your company to receive payments from Brown University, it is required that suppliers or individual payees who are not employed by Brown University, register in our secure website. This website is used in place of the IRS Request for Taxpayer Identification Number and Certification form (W-9) and allows us to collect information required by the IRS, as well as additional information that supports the University’s reporting and compliance requirements. The registration form is available at [https://secure.brown.edu/supplier/](https://secure.brown.edu/supplier/). Instructions are available at [http://www.brown.edu/Administration/Purchasing/documents/InstructionsforOn-LineSupplierRegistration.pdf](http://www.brown.edu/Administration/Purchasing/documents/InstructionsforOn-LineSupplierRegistration.pdf)

If you are a foreign national, whether or not you have a US tax identification number, you will need to work with your Brown University contact to complete any additionally required paperwork.

d) The Contractor may select direct deposit (ACH net 5) or paper check (net 30) when completing the Supplier and Individual Payee Registration Form. **Checks are to be made payable to:**

If you are a foreign national, whether or not you have a US tax identification number, you will need to work with your Brown University contact to complete any additionally required paperwork.

e) 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: _____________________________.

f) 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. Additionally, it is understood and agreed that neither the Contractor nor the Organization are endorsing one another in any way associated with the engagement.

20) **Expenses:** 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 original receipts:

a) Organization shall pay any and all Federal or State Amusement or similar taxes, fees or required licenses required by the City of Providence relating to the engagement. Contractor is responsible for their own U.S. income taxes.

b) Organization agrees to provide Contractor with the following at the Organizations expense:

- A venue and an adequate stage for the engagement
- Professional sound and lights
- All agreed upon hospitality requirements
- All agreed upon sound and technical rider requirements

C) Lodging:

- The honorarium/fee is inclusive of travel expenses.
Organization to provide _____ room(s) for ___ night(s) at Brown University Inn or alternate location deemed appropriate by Organization; total cost not to exceed $ ______________.

Contractor shall arrange for lodging accommodations and submit original receipts for reimbursement; total cost not to exceed $ ____________.

d) Transportation:

☐ The honorarium/fee is inclusive of travel expenses.

☐ Organization will provide and arrange ________________; total cost not to exceed $ ____________.

☐ Contractor shall arrange ____________________________ and submit original receipts for reimbursement; total cost not to exceed $ ____________.

e) Food (select one):  ☐ None  ☐ $ _______ per diem  ☐ Other: __________________________

☐ Contractor to pay and submit original receipts for reimbursement; amount not to exceed $ __________

f) The following Contract Riders are attached:  ☐ Hospitality  ☐ Sound and Technical

☐ Other: __________________________

☐ No rider or addendum attached

g) Organization agrees to provide Contractor with _____ complimentary/guest tickets. Contractor must provide a finalized guest list to the Organization of all persons to receive the complimentary tickets at the door by no later than 24 hours prior to doors opening. Unclaimed tickets will be released to distribute to the Brown/RISD community or to the Public no later than 23 hours prior to doors opening. Organization may distribute complimentary tickets without limit as the agreed upon fee/honorarium is a flat rate and is not based on ticket sales.

**Technical Requirements and Sound**

21) All equipment necessary for service shall be furnished by the Contractor unless otherwise stated previously or as follows:

☐ see attached rider  ☐ other

________________________________________________________________________________________

________________________________________________________________________________________

If the Contractor requires a stage load-in or load-out with heavy equipment, professional movers must be hired by the Organization. The Contractor must notify the Organization a minimum of fourteen (14) days prior to the engagement to inform them of the need for such arrangements must be made. Any crew provided by Organization at the request of the Contractor and working under the supervision of the Contractor and/or his/her agents' direction will be properly instructed and supervised by Contractor or his/her agents.

No pyrotechnics or fog machines permitted.

The sound level of the engagement must comply with City of Providence Noise Ordinances and University policy. Sponsoring Organization reserves the right to control the sound level of engagement, specifically calling for a maximum continuous sound noise level.
22) **Recording:** Organization shall not itself video or audio tape, broadcast, record, televise, webcast or simulcast Contractor’s performance without written permission of the Contractor. The performance may not be broadcast, printed, sold or otherwise exploited without the express written permission of the Contractor. If written permission is given, a copy of any recording or other reproduction will be sent to the Contractor or its agents within 30 days of the engagement unless otherwise agreed.

Upon request of the Contractor, Organization shall make reasonable efforts to prevent any filming and/or audio recording that has not been authorized by Contractor. Organization shall not have any liability for third parties who engage in actions contract to any terms of this section. It is understood that the performance and any supporting materials provided by the Contractor remains the intellectual and artistic property of the Contractor.

a) □ Organization is granted permission to video tape the engagement for the following purposes:

____________________________________________________________________________________

b) □ Organization is granted permission to simulcast the engagement to a nearby location on Brown's campus

c) □ Organization is granted permission to webcast the engagement. Terms may be outlined in Additional Terms below.

d) Contractor requests: □ that all cameras be permitted in the venue. □ that cameras and recording devices not be permitted in the venue with the exception of cell phones and any camera related to the terms outlined in this contract for approved press and media relations purposes. Organization shall make reasonable efforts to deny entrance to the venue to any persons not permitted by contract to carry audio, film or video recording devices including, without limitation patrons and Organization staff. This does not include cell phones that may have audio, photo, or video reproduction capabilities.

While the Contractor has the right to record Contractor’s performance, public use or distribution of such recording requires written permission from Brown University's Media Relations Office.

If the Contractor would like to request that the Organization video or audio tape the lecture for archival purposes, this request must be made in writing a minimum of fourteen (14) days prior to the lecture.

22) **Additional terms are as follows** (additional riders may be attached but must be signed by same parties as this Contract):

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

24) **Cancellation:** It is understood that this contract is binding on both parties; it cannot be cancelled except as follows:

a) In the event Contractor cancels his/her engagement less than thirty (30) days before the day of event, Contractor shall be liable for all reasonable costs incurred by Organization in relation to this agreement.

b) In the event Organization cancels this agreement less than thirty (30) days prior to the lecture, the Organization will pay Contractor fifty percent (50%) of the contracted fee or honorarium due under this agreement. In the event that the Organization cancels this agreement within five (5) business days prior to the lecture, one hundred percent (100%) of the contracted fee or honorarium shall be owed and due immediately to the Contractor.
c) Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by either party is prevented due to acts of God, wars, hostilities, blockades, civil disturbances, strikes, terrorist attacks, or lockout, or other events of force majeure, neither party shall be responsible to the other for failure or delay in performance of its obligations under this Agreement. Each party shall promptly notify the other party of such force majeure condition.

25) Miscellaneous: 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.

This contract may not be altered, changed, modified or waived in whole or in part except by an agreement in writing signed or initialed by all parties. Any changes and/or additions to this Contract must be made in writing and signed by same parties as this Contract.

Contract Riders, if any, may not conflict or act in contrary to this contract, the law or to University policies and regulations. Whenever there is any conflict between the provisions of any Rider with this contract, any law or University policy and regulation, said contractual component, law or University policy and regulation shall prevail, and the Rider shall be modified to the extent necessary to eliminate such conflict.

This Contract and accompanying riders or addendums are not valid without three signatures: one for Contractor, one for Organization, and one for the Brown University Student Activities Office. **Signatures are required for processing payment.**