

# BROWN STUDENT ACTIVITIES' CONTRACT

## Disc Jockey 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) **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 \_\_\_\_\_.

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 \_\_\_\_\_.

d) Doors open: \_\_\_\_\_.

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 will include:**

Brown/RISD Students, Faculty and/or Staff  Private Guest list established by the members of the Organization

College ID Admission Policy (special permission of the Student Activities Office is required prior to the event to permit admission to a limited group of identified local college students.)

Contractor is not permitted to have "special guests." Only guests outlined in Brown University's admissions policies for events are permitted in the venue. If an assistant is needed, this person(s) must be identified under additional terms. A maximum of two assistants will be permitted.

6) **Ticket Prices:** \$ \_\_\_\_\_ Brown/RISD ID \$ \_\_\_\_\_ College ID Admission (if approved by SAO)

7) **Publicity:** 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:

sole DJ/performer     as a DJ alongside additional performers

other Contractors or performers include:

Organization shall have 100% control over publicity, advertising, and promotion of service as long as all communications, mailings, solicitations, publicity and/or promotion that mentions or makes reference to the Contractor is approved in writing by Contractor or its agent in advance

8) **Organization's Correspondent:** \_\_\_\_\_, phone # \_\_\_\_\_.

9) **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.

10) **Safety and 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.

As a measure for safety and security, Contractor is subject to a criminal background check conducted by Brown's Department of Public Safety prior to the engagement.

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.

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.

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.

11) **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.

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

a) A fee in the flat amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) shall be paid by Brown University check.

b) No deposits will be provided. The check shall be provided directly to the Contractor following the engagement.

c) 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, to submit 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: \_\_\_\_\_.

d) The check shall be made payable to: \_\_\_\_\_

and mailed to the tax address provided  and held for pick-up

e) A W-9 form must be submitted with this contract. For payment of fees that are greater than \$2,000, either a Fed ID# must be provided or a State of Rhode Island Independent Contractor Form must be completed and submitted with this contract. Completed and attached:

W-9 form and Federal ID # \_\_\_\_\_

W-9 form and an "Independent Contractor" form (if using SSID)

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.

13) **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 disc jockey space  Professional sound  Professional lights

c) Lodging:

The fee is inclusive of all 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 fee is inclusive of all 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 \$ \_\_\_\_\_.

14) **Technical Requirements and Sound:**

- a) All equipment necessary for service shall be furnished by the Contractor unless otherwise stated as follows:
- b) No pyrotechnics or fog machines permitted.
- c) 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. 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.
- d) Sponsoring Organization reserves the right to control the sound level of engagement, specifically calling for a maximum continuous sound noise level. The sound level of the engagement must comply with City of Providence Noise Ordinances and University policy.
- e) Additional terms are as follows (additional riders may be attached but must be signed by same parties as this Contract):

15) **Recording:** While the Contractor has the right to record Contractor's performance at Contractor's own expense, 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 services provided for archival purposes, this request must be made in writing a minimum of fourteen (14) days prior to the services provided.

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

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.

In the event Organization cancels this agreement less than thirty (30) days prior to the engagement, 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.

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.

17) **Force Majeure:** In the event that the performance of the obligations under this Agreement is prevented or delayed by reason of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages or costs sustained and have no further recourse against the other party. Force Majeure shall mean fire, earthquake, hurricane, tornado, flood, tsunami, or other natural disasters or acts of God, infectious diseases, epidemics, pandemics, endemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause beyond the control of either party.

18) **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.

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. Contract must be mailed. Original signatures are required for processing payment. Photocopies and facsimile copies are not accepted by Brown University's Office of the Controller.

**Sponsoring Organization**

*(to be completed by an authorized financial signatory)*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

**Brown University Student Activities Office**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Return to:

\_\_\_\_\_  
Brown University Student Activities  
Campus Box 1930  
Providence, RI 02912  
(401) 863-2341

**Contractor or his/her agent**

*Contract must be mailed; **original signature required***

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

*The following information must be for individual or entity for which check will be made payable according to section 25 above*

Social Security or Federal ID Number

\_\_\_\_\_

Tax Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_