

# BROWN STUDENT ACTIVITIES' CONTRACT

## For Lectures

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) **Topic of Lecture** (if applicable): \_\_\_\_\_

4) **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) Doors open: \_\_\_\_\_.

5) **Location of engagement:**

Primary 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.

6) **Audience may include:**

Brown/RISD Students, Faculty and Staff (priority)       General Public (space permitting)

Invited guests:

Other:

7) **Ticket Prices:** \$\_\_\_\_\_ Brown/RISD      \$\_\_\_\_\_ General Public (space permitting)

8) **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 speaker/performer       a speaker alongside additional speaking guests

other Contractors or speaking guests 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

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

10) **Contractor's Correspondent or Agent:** \_\_\_\_\_.

Agency: \_\_\_\_\_ phone # \_\_\_\_\_.

11) **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 attorney's 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.

12) **Political Activity Policy:** Speaker acknowledges and understands that although Brown University encourages and supports the free exchange of ideas and political viewpoints, as a non-profit, private institution of higher education whose activities are regulated in part by Section 501(c) (3) of the Internal Revenue Code, the University is prohibited from engaging in partisan political activity or permitting its resources to be used for support of such activities.

13) **Press Coverage:** Brown University maintains a philosophical and ethical commitment to the free and open exchange of information and ideas. As such, it expects all lectures that are open to the general public to be accessible for the press to attend, listen, take notes, and report. Television cameras and recording microphones for the media will be permitted for a minimum of the first ten (10) minutes to provide approved press with b-roll for reporting purposes. If the Contractor permits, a five (5) minute local press photo opportunity will be permitted and can be arranged by request prior to the engagement.

Organization requests one photographer be permitted to attend the full lecture 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.

14) **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.

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.

15) **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.

16) **Confidentiality:** The Organization cannot guarantee confidentiality of all the terms, conditions and arrangements contained in this contract. 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 agrees to not itself disclose the terms, conditions and arrangements contained in this contract with third parties outside of the University.

17) **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.

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

- a) A fee in the flat amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) shall be paid by Brown University check. The check shall be provided either directly to the Contractor immediately following the lecture or to the Contractor's designated agent within ten (10) business of the engagement provided that this contract is received at least ten (10) business days prior to the intended payment date.
- b) No deposits will be provided.
- 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, 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: \_\_\_\_\_  
Address: \_\_\_\_\_
- e) A W-9 form must be submitted with this contract. For payment of fees/honorariums 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)

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.

19) **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.

d)  Organization to provide \_\_\_\_\_ room(s) for \_\_\_\_\_ night(s) at Brown University Inn or alternate location deemed appropriate by Organization; total cost not to exceed \$\_\_\_\_\_.

e)  Contractor shall arrange for lodging accommodations and submit **original** receipts for reimbursement; total cost not to exceed \$\_\_\_\_\_.

f) Transportation:

The honorarium/fee is inclusive of travel expenses.

Organization will provide and arrange \_\_\_\_\_; total cost not to exceed \$\_\_\_\_\_.

g)  Contractor shall arrange \_\_\_\_\_ and submit **original** receipts for reimbursement; total cost not to exceed \$\_\_\_\_\_.

h) Food (select one):  None  \$\_\_\_\_\_ per diem  Other: \_\_\_\_\_

Contractor to pay and submit **original** receipts for reimbursement; amount not to exceed \$\_\_\_\_\_.

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

other: \_\_\_\_\_  No rider or addendum attached

j) Technical Requirements and Sound: All equipment necessary for service shall be furnished by the Contractor unless otherwise stated as follows:

see attached rider  other: \_\_\_\_\_

k) 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 and distributed to the Brown 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.

20) **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.

21) **Technical Requirements and Sound Recording:** Organization shall not itself video or audio tape, broadcast, record, televise, webcast or simulcast Contractor's lecture without written permission of the Contractor. The lecture 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 not permit any filming and/or audio recording that has not been authorized by Contractor. This does not include cell phones that may have audio, photo, or video reproduction capabilities. Organization shall not have any liability for

third parties who engage in actions contrary to any terms of this section. It is understood that the lecture 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.  
 Organization is permitted to simulcast the engagement to a nearby location on Brown's campus
- c) 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 lecture, 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.

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

22) **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.

23) **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.

Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by either party is prevent 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.

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.

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**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:

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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