

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 _____

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 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:** 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 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.

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 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

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 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.
- 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 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.

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

- 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 check. The check shall be provided either directly to the Contractor immediately following the performance 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. 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.

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

- see attached rider other: _____

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. 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.

No pyrotechnics or fog machines permitted.

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.

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. 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 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.
 Organization is granted permission 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 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 performance for archival purposes, this request must be made in writing a minimum of fourteen (14) days prior to the performance.

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

23) **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.

24) **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.

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.

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.

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: _____

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

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