

EVENT AGREEMENT

This Event Agreement (the “Agreement”) is made the ___ day of _____, 20___, by and between Washington University in St. Louis (“University”) and _____ (“Speaker/Artist”). University and Speaker/Artist (collectively, the “Parties”) agree to be bound by the following terms and conditions:

I. EVENT DETAILS.

- a. Name and address of scheduled performance location (“Event Space”):
- b. Date of scheduled performance:
- c. Starting time of scheduled performance (“Starting time”):
- d. Finishing time of scheduled performance:
- e. Speaker/Artist Contact and Contact Information:

Speaker Contact: _____ Phone: _____
 Email: _____

- f. University Contact & Contact Information:

Student Contact: _____ Phone: _____
 Email: _____

Advisor Contact: _____ Phone: _____
 Email: _____

II. SERVICES AND OBLIGATIONS OF SPEAKER/ARTIST.

- a. Speaker/Artist shall perform the services (“Services”) described below at the date and time and in the manner provided herein (the “Scheduled Performance”). Except as otherwise provided herein, Speaker/Artist shall furnish all necessary equipment and personnel, and University shall not provide any additional equipment or personnel. The Services are personal in nature and shall only be provided by the parties named below, absent prior mutual written agreement of the parties otherwise.
- b. The Services are to be provided by _____ (insert legal names of parties performing the services as specifically as possible).
- c. In addition to other obligations set forth herein, Speaker/Artist shall:
 - i. Arrange and pay for all travel and accommodations;



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 One Brookings Drive
 St. Louis, MO 63130
 314.935.3443**

- ii. Attend a private, thirty (30) minute meet-and-greet with student programmers; and
- iii. Participate in an interview with student media no later than 72 hours prior to the Scheduled Performance at a time and in a manner convenient to Speaker/Artist.
- iv. Ensure necessary equipment is set up by the Starting Time, and University shall provide access to the Event Space one (1) hour prior to Starting Time for setup and sound checks.
- v. Arrive at Event Space no later than one (1) hour prior to Starting Time (“Arrival Time”).
- vi. Additional obligations:

III. SERVICES AND OBLIGATIONS OF UNIVERSITY.

- a. University shall provide the following services and items for Speaker/Artist’s use subject to the terms and conditions herein. Payment by the University shall be made in accordance with the terms set forth in Section IV.

IV. COMPENSATION.

- a. In exchange for the Speaker/Artist services and obligations described herein, University shall compensate Speaker/Artist in the amount of _____, via University check made payable to _____ (S.S.N. or FEID No. _____) according to the terms herein.
- b. The payment is all-inclusive of travel and lodging and will be subject to the State of Missouri Entertainment tax if applicable.
- c. All payments hereunder of a flat fee will be made by University check within ten (10) business days of the Scheduled Performance.
- d. If the Speaker/Artist is to be reimbursed for certain expenses identified herein, the University must receive documentation of paid invoices no later than sixty (60) days following the Scheduled Performance. If the University does not receive sufficient documentation within sixty (60) days, the University will not be obligated to reimburse said expenditures.

V. PRODUCTION CONTROL. Speaker/Artist shall have creative control over the production and presentation of Speaker/Artist’s Scheduled Performance hereunder, provided that Speaker/Artist complies with University’s established policies and procedures as well as applicable federal, state and local laws and ordinances.

VI. NO EMPLOYEE RELATIONSHIP. It is acknowledged that the relationship between the Parties is that of independent contractors, and in no event shall the relationship between the Parties hereto be interpreted or



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construed as an employment relationship, joint venture, partnership or agency. Speaker/Artist is responsible for paying all taxes owed for income received from this Agreement.

VII. CANCELLATION.

- a. The Contract may be canceled for any reason by either party at least thirty (30) days prior to the Scheduled Performance upon written notice received by the other party. Notice of cancellation by Speaker/Artist should be sent:

If to University:

If to Speaker/Artist:

- b. FORCE MAJEURE. It is mutually agreed that inability to comply with any term of this Agreement or any Rider attached hereto shall be excused if and to the extent caused by a Force Majeure event, which includes acts of God, strike, fire, earthquake, storm, flood, windstorm, riot, war, court injunction or order, delays by or acts or orders of any governmental body or changes in laws or government regulations, or any other similar cause(s) beyond the reasonable control of the party, and shall release both parties from their future respective obligations under this Agreement, provided that (i) written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72 hours of the Scheduled Performance; (ii) such party shall use all commercially reasonable efforts to minimize the extent of such force majeure delay and (iii) additional expenses or other adverse financial conditions shall not be deemed an event of force majeure. Upon a Force Majeure event, the parties will make a good faith effort to reschedule the Scheduled Performance as set forth above at a mutually agreeable date and time.
- c. It is agreed that if Speaker/Artist is unable to furnish and produce the aforementioned Scheduled Performance *other* than as the result of Force Majeure or after proper notice under this Paragraph VII:
 - i. University shall have the sole discretion to decide whether to attempt to reschedule the performance at a date and time agreeable to both Parties or to cancel the performance.
 - ii. Speaker/Artist assumes all liability and responsibility for all costs of canceling or rescheduling the performance. If the University has incurred any expenses in arranging or promoting the performance, including in performance of University’s obligations under the Rider, Speaker/Artist shall reimburse the University for all such costs upon proof of expense and shall also pay the University any guaranteed fees heretofore specified.
- d. In the event that Speaker/Artist encounters an unforeseeable delay that will cause Speaker/Artist to arrive after the Arrival Time, Speaker/Artist shall contact the University Contact to advise him/her as such. If Speaker/Artist has neither arrived nor contacted the University Contact by the Starting Time,

Speaker/Artist will be deemed to have cancelled without notice. University reserves the right to prorate and/or adjust the Compensation for undue delays by Speaker/Artist and any or all of his/her employees or representatives. The parties hereby acknowledge that timely performance is of the essence.

VIII. MUTUAL INDEMNIFICATION.

- a. Speaker/Artist hereby indemnifies and holds the University, as well as its respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney’s fees, incurred or suffered by or threatened against the University or any of the foregoing in connection with or as a result of any claim for injury, damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with this Agreement and the Services provided hereunder, which claim results from the negligence of Speaker/Artist.
- b. The University hereby indemnifies and holds Speaker/Artist, as well as his/her/its respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney’s fees, incurred or suffered by or threatened against Speaker/Artist or any of the foregoing in connection with or as a result of any claim for injury, damage, or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with this Agreement and the Services provided hereunder, which claim results from the negligence of the University.
- c. The University is not liable for any damage to, or loss of any equipment of the Speaker/Artist, which is not solely caused by intentional or negligent acts of the University, before, during or after the performance.

IX. INSURANCE. The University shall keep in force and effect during the engagement Commercial General Liability, Property and Workers’ Compensation insurance to protect the University and its interests. Speaker/Artist and his/her authorized representative shall be solely responsible for purchasing and maintaining his/her own insurance coverage for the engagement. Speaker/Artist and his/her authorized representative shall not be named as an additional insured under the University’s Commercial General Liability policy unless the University can be mutually named as an additional insured under Speaker/Artist’s and his/her authorized representative’s Commercial General Liability policy with comparative limits.

X. RELEASE OF TRANSPORTATION CLAIMS. In the event that transportation is at any time furnished by University to Speaker/Artist, then, in consideration of the foregoing, Speaker/Artist hereby releases and forever discharges University from any liability, claims, actions and possible causes of action whatsoever that may accrue from the loss, property damage, and injury (including death) that may be sustained by Speaker/Artist during the course of said transportation.

XI. ALCOHOL/DRUGS. It is understood and agreed that the consumption of alcoholic beverages or non-prescription

drugs by Speaker/Artist on University premises before, during or after the performance is in violation of University policy. A violation of this Paragraph shall constitute a material breach for which University may, at its option, terminate the Agreement without further liability to Speaker/Artist under this Agreement.

- XII. RIGHT TO LIKENESS. If Speaker/Artist makes a request in writing no less than thirty (30) days prior to the date of the Scheduled Performance, the University shall not broadcast, photograph, record, or otherwise reproduce your performance or any rehearsal. Notwithstanding such a request, University will be permitted to broadcast the Scheduled Performance to another University venue where University deems it necessary to do so to address over-capacity or crowd control and safety concerns. The University shall NOT be responsible to prevent third parties, including University students, from recording and/or photographing the Scheduled Performance.
- XIII. ENTIRE AGREEMENT & AMENDMENTS. This Agreement and any Rider and attachment hereto represents the entire agreement of the parties. No oral representation, warranty, condition, or agreement of any kind or nature whatsoever pertaining to the Services provided herein, made before or after the execution of this Agreement, shall be binding upon the parties except as provided herein. Any additions, deletions or amendments made to this Agreement and any attached Rider must be submitted in writing and signed by both Parties to be valid and take effect. In the event of any conflicting language between this Agreement and any Rider or attachment hereto, the language of this Agreement shall control.
- XIV. AUTHORIZED REPRESENTATIVE - UNIVERSITY. The University representative signing this Agreement certifies that he/she signs as the properly authorized representative of the University and does not assume personal liability for meeting the terms of this Agreement or the Contract.
- XV. AUTHORIZED REPRESENTATIVE – SPEAKER/ARTIST. If this Agreement is signed by someone other than Speaker/Artist, the person signing expressly warrants that he/she is authorized to execute this Agreement for Speaker/Artist for the Services and Scheduled Performance provided herein.
- XVI. INTELLECTUAL PROPERTY.
 - a. Unless the University, in its discretion, has given express advance written consent, University trade names, trademarks, nicknames, symbols, logos, or images are not permitted to appear in Speaker/Artist’s materials, on Speaker/Artist’s websites, or other communications. **Each specific use** of the trademarks by Speaker/Artist must receive express prior written authorization and approval from the University Office of Public Affairs. To obtain written authorization for each intended use, the Speaker/Artist or his/her authorized representative will contact Jill Friedman, Vice Chancellor for Public Affairs, at jill.friedman@wustl.edu, or Karen Daubert, Director of Product Licensing, at licensing@wustl.edu, and provide a list of the Speaker/Artist’s intended instances of use.
 - b. Speaker/Artist warrants that the Scheduled Performance under this Agreement will not infringe upon the intellectual property rights of any third party.
- XVII. TAX IDENTIFICATION. Speaker/Artist must provide the Federal Employee Identification Tax Number (FEIN) or

Social Security Number (SSN) for the Speaker/Artist. Failure to provide this information as part of the Agreement may result in a delay of payment for the performance.

- XVIII. TICKETS. Within 15 days prior to the performance, Speaker/Artist must provide a list of names of the individuals who are to receive complimentary tickets to the performance. The number of complimentary tickets shall not exceed 10 tickets.

- XIX. CHOICE OF LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri. The parties agree that any dispute shall be resolved in the Circuit Court of the County of St. Louis, Missouri, and the parties stipulate to the jurisdiction and venue of such court.

- XX. PERMIT AND VISA STATUS. Speaker/Artist is responsible for obtaining all necessary U.S. work permits and visas for the performance by the performance date. In the absence of evidence that the Speaker/Artist has the required permits and visas, the University is under no obligation to host and/or pay for the performance.

The terms and conditions of this Agreement are hereby agreed upon by the following:

Washington University In St. Louis:

Speaker/Artist:

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____