

EVENT AGREEMENT

This Event Agreement (the "Agreement") is made the ___ day of _____, 20____, by and between Washington University in St. Louis ("University") and _____ ("Service Provider"). In consideration of the compensation and/or use of University facilities referenced below, the parties agree to the following terms and conditions:

I. EVENT DETAILS.

- a. Services to be rendered by the Service Provider (the "Services"):

- b. Compensation to Service Provider" \$ _____

- c. Washington University check should be made payable to:

- d. Service Provider Social Security Number / Federal Employer Identification Number):

- e. Description of additional needs (e.g., sound/lights, hospitality, travel, special equipment):

- f. Name and address of the location of the performance of Services ("Engagement or Event Space"): _____

- g. Date(s)/Time(s) of scheduled performance of Services ("Engagement or Event Date/Time"):

- h. Starting time of scheduled performance of Services ("Engagement or Event Starting Time"):

- i. Finishing time of scheduled performance of Services: _____

- j. Service Provider Contact Person and Contact Information:

Service Provider Contact Person: _____

Phone: _____ Email: _____

Address: _____

k. University Contact & Contact Information:

Student Contact: _____ Phone: _____
Email: _____

Advisor Contact: _____ Phone: _____
Email: _____

II. SERVICES AND OBLIGATIONS OF SERVICE PROVIDER.

a. Service Provider shall perform the Services described in Section I, above, at the date and time and in the manner provided herein. Except as otherwise provided herein, Service Provider shall furnish all necessary equipment and personnel, including, if necessary, Service Provider’s own sound system, and University shall not provide any additional equipment or personnel.

b. Additional obligations:

III. SERVICES AND OBLIGATIONS OF UNIVERSITY.

a. Service Provider will be paid by University check following its performance of the Services to be rendered under this Agreement. Payment by the University shall be made in accordance with the terms set forth in Section IV.

IV. COMPENSATION.

a. In exchange for the Services and obligations described herein, University shall compensate Service Provider 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 Engagement or Event.

d. If the Service Provider 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. **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 construed as an employment relationship, joint venture, partnership or agency. Service Provider is responsible for paying all taxes owed for income received from this Agreement.
- VI. **CANCELLATION.** It is understood that this Agreement is binding on both parties; it cannot be canceled except as follows:

- a. The Agreement may be canceled for any reason by either party at least thirty (30) days prior to the start date of the Event or Engagement upon written notice received by the other party. Notice of cancellation should be sent:

If to University:

If to Service Provider:

- 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 Engagement or Event Starting Time; (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 Services at a mutually agreeable date and time.
- c. It is agreed that if Service Provider is unable to furnish and produce the aforementioned Services *other* than as the result of Force Majeure or if notice is not timely given as provided under this Paragraph VI:
- i. University shall have the sole discretion to decide whether to attempt to reschedule the performance of Services at a date and time agreeable to both Parties or to cancel the performance of Services.
- ii. Service Provider assumes all liability and responsibility for all costs of canceling or rescheduling the performance of Services. If the University has incurred any expenses in arranging or

promoting the Engagement or Event, including in performance of University's obligations under a Rider, Service Provider 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 Service Provider encounters an unforeseeable delay that will cause Service Provider to arrive after the Engagement or Event Starting Time, Service Provider shall contact the University Contact to advise him/her as such. If Service Provider has neither arrived nor contacted the University Contact by the Engagement or Event Starting Time, Service Provider will be deemed to have cancelled without notice. University reserves the right to prorate and/or adjust the Compensation for undue delays by Service Provider and any or all of his/her employees or representatives. The parties hereby acknowledge that timely performance is of the essence.

VII. INDEMNIFICATION AND LIABILITY.

- a. Service Provider agrees to protect, defend, indemnify and hold free and harmless the University, its trustees, officers and employees, from any and all claims, suits, actions, and liability of any character for injuries, losses, or damages, including reasonable attorney's fees, allegedly sustained by any person or property arising out of any act or omission, neglect or misconduct, or violation of any law, ordinance, regulation, or University policy by the Service Provider.
- b. Service Provider acknowledges that his/her/its employees', agents' or invitees' presence on and use of University facilities or property is at its/their own risk and is not the responsibility of the University or University insurance coverage.
- c. The University is not liable for any damage to, or loss of any equipment of the Service Provider, which is not solely caused by intentional or negligent acts of the University, before, during or after the performance.
- d. Service Provider shall promptly, upon demand, reimburse the University for any loss of, or the expense of, repairs or any damage to University property resulting from Service Provider's use of University property and facilities.

VIII. INSURANCE.

- a. Service Provider agrees to maintain Comprehensive General Liability insurance, through a reputable carrier, and Worker's Compensation Insurance, if applicable, for Service Provider, his/her/its employees and agents. Service Provider will name Washington University in St. Louis as an additional insured and provide University with satisfactory proof of insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate (or limits deemed adequate for the event) prior to the Engagement or Event Date. Service Provider shall immediately notify University in writing of any lapse, cancellation or modification of the insurance coverage required herein.
- b. Should Service Provider not maintain the above insurance or limits adequate for the Engagement or

Event, Service Provider shall notify the University in writing no less than ten (10) days in advance of the Engagement or Event, and the University will attempt to bind coverage for the Engagement or Event. Service Provider's compensation provided above will be reduced by any premiums charged to University by the carrier. If University's carrier will not cover the Engagement or Event and Service Provider does not carry its/their own coverage, Service Provider may not be allowed to participate in the Engagement or Event.

- IX. ALCOHOL/DRUGS. It is understood and agreed that the consumption of alcoholic beverages or non-prescription drugs by Service Provider or his/her/its employees, agents or invitees on University premises before, during or after the Engagement or Event is in violation of University policy. A violation of this Paragraph shall constitute a material breach for which University may, at its option, immediately terminate this Agreement, with no liability to University.
- X. 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 Service Provider's materials, on Service Provider's websites, or other communications. Each specific use of the trademarks by Service Provider must receive express prior written authorization and approval from the University Office of Public Affairs. To obtain written authorization for each intended use, the Service Provider or its 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 Service Provider's registered instances of use.
 - b. Service Provider warrants that the scheduled Engagement or Event under this Agreement will not infringe upon the intellectual property rights of any third party.
 - c. No performance or program, or any part thereof is to be reproduced by the University, including but not limited to reproduction by broadcasting, videotaping, or tape recording without the written permission of the Service Provider. Service Provider is similarly prohibited from reproducing a performance, program, Event or Engagement held on the University campus without the written permission of the Office of Public Affairs at the University.
 - d. The University shall NOT be responsible for preventing third parties, including University students, from recording and/or photographing the Engagement or Event.
- XI. 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.

- XII. 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.
- XIII. AUTHORIZED REPRESENTATIVE – SERVICE PROVIDER. The Service Provider representative signing this Agreement certifies that he/she signs as the properly authorized representative of the Service Provider.
- XIV. TAX IDENTIFICATION. Service Provider must provide the Federal Employer Identification Tax Number (FEIN) or Social Security Number (SSN) for the Service Provider. Failure to provide this information as part of the Agreement may result in a delay of payment for the Services.
- XV. 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.

****AGREEMENT MUST BE RETURNED WITHIN FIFTEEN (15) WORKING DAYS OF ABOVE DATE OR IT IS VOID. AGREEMENT SHOULD BE COMPLETELY FILLED OUT AND IS SUBJECT TO THE APPROVAL OF THE STAFF OF STUDENT INVOLVEMENT AND LEADERSHIP****

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

Washington University in St. Louis:

Service Provider:

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____