**Students Organizations’ Guests’ Contract**

**For questions pertaining to this contract please contact the Associate Director of Student Involvement. In order to move forward with this contract your student organization will need to meet with the Associate Director of Student Involvement. The Director of Student Leadership Engagement is the only one who can sign this contract on behalf of your student organization.**

This agreement is made on the XX (day) of XX (month), 20XX between Ithaca College, on behalf of Insert Student Organization Name (called PURCHASER) and Insert Artist Name (called ARTIST). The undersigned ARTIST and PURCHASER agree to the following terms and conditions for the engagement described in this contract.

**Engagement:**

Venue:

Date of Engagement:

Arrival Time:

Start Time of Program:

End Time of Program:

Event description: ­­

Type of Service:

**Artist Fee:**

**Technical Requirements:**

Sound Check:

Sounds & Lights:

Other:

A. Cancellation of this engagement by either party must be stated in writing and must be received at least thirty days in advance of the engagement date. If cancellation after thirty days, purchaser is not responsible to pay. If this contract is canceled by ARTIST on or after 30 days prior to the scheduled date of performance, the ARTIST shall reimburse COLLEGE for all losses, including but not limited to production, advertising, promotion and labor costs associated with the performance incurred up to the date of cancellation.

B. Solicitation by ARTIST is prohibited without the prior written consent of the Office of the Campus Center at Ithaca College. Upon approval, all forms of solicitation are subject to the policy established by Ithaca College. For more information, please visit http://www.ithaca.edu/sacl/campuscenter/solicitation.

C. Unless otherwise noted, ARTIST agrees to pay for all meals, travel expenses, accommodations, and incidental expenses.

D. No alcoholic beverages or illegal drugs may be consumed while under contract. Should PURCHASER responsibly believe ARTIST to be intoxicated or under the influence of illegal drugs, the contract will become null and void, and ARTIST will be responsible for reimbursement of all documented expenditures made by PURCHASER.

E. In the event of an “Act of God”, government authority, disaster, strike, civil disorder, or other force majeure, any of which causing the cancellation of the event, this agreement shall terminate and PURCHASER and ARTIST shall be released of any liability or damage.

F. ARTIST agrees to indemnify, defend and hold harmless PURCHASER, Ithaca College, its employees, officers, agents, contractors and ARTISTs from any claims, loss, liability, costs, damages or injury which may arise out of or result from the activities governed by this agreement.

G. ARTIST agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, including but not limited to Social Security laws, Workers Compensation Insurance, State Employment Insurance, Public Liability Insurance, income tax and other taxes, or contributions. ARTIST will hold PURCHASER harmless against any and all claims for any such payments.

H. It is understood that the Internal Revenue Service may consider compensation for services not directly related to scholarships or fellowship grants taxable income.

I. In performing under the terms of this contract, ARTIST is not infringing on property rights, copyrights, and/or patent rights of anyone else. If a suit or claim of infringement is brought by a third party with regard to the ownership or the presentation of any element of the act or appearance of ARTIST, ARTIST will indemnify PURCHASER against any and all loss, damage costs,

attorney fees, and any other losses whatsoever.

J. PURCHASER, in signing this contract, warrants that PURCHASER signs as a properly authorized representative for Ithaca College and does not assume any personal liability for meeting the terms of this contract.

K. ARTIST, in signing this contract, warrants that ARTIST signs as a properly authorized representative and assumes any and all personal liability for meeting the terms of this contract.

L. This contract, and any procedures conducted hereunder, shall be governed and enforced under the laws of Tompkins County and the State of New York.

M. This agreement shall be binding only upon the signature of all parties, including the Office of Student Engagement.

**Upon satisfactory completion of ARTIST’S obligations, an Ithaca College check for the full amount designated below will be presented to ARTIST or a pre-specified representative immediately following the engagement.**

**If an honorarium will be paid by PURCHASER, the contracted artist/agency must submit their information on IC Marketplace NO LATER THAN THREE FULL WEEKS IN ADVANCE OF THE ENGAGEMENT. If an honorarium will not be received, a W9 is not required.**

An Ithaca College check will be made payable to: Must match name on W9

Payee’s email: Artist e-mail

Payee’s phone number: Artist phone number

Once this agreement is fully executed, the Ithaca College Accounts Payable department will send an invitation to the e-mail above to join IC Marketplace which will collect the information captured on a W9. Creating a profile on IC Marketplace is required to issue payment.

ALL TERMS AND DETAILS ABOVE ARE CONSIDERED

PART OF THIS CONTRACT AND ARE AGREED TO BY:

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Artist/Representative Date Director of Student Engagement Date

**Office of Student Engagement**

**325 Egbert Hall, 953 Danby Road, Ithaca, NY 14850**

**Telephone (607) 274-3222**

**Fax (607) 274-3030**