

ENGAGEMENT AGREEMENT
between
Independent Student Organization (Purchaser)

-and-

Service Provider, Performer, Entertainer

Service Provider's Contact Information

Purchaser Contact Information

Name: _____
Address: _____
City, State, Zip: _____
Email Address: _____
Phone: _____

Name: _____
Address: _____
City, State, Zip: _____
Email Address: _____
Phone: _____

This is an agreement between the Purchaser (Independent Student Organization),

_____ **and the Service Provider,** _____ .

The undersigned Service Provider and Purchaser agree to the following terms and conditions for the engagement herein described below:

The purchaser, the party to this agreement, is an independent student organization and is neither a unit of Cornell University nor an agent of Cornell University. The purchaser, is not authorized to commit Cornell University contractually and therefore this agreement does not contain the commitment of, and is not in any manner binding upon or enforceable against, Cornell University.

It is understood that the Service Provider executes this Agreement as an independent contractor and is not an employee of the Purchaser and the Service Provider shall have the exclusive control over the means, method and details of fulfilling his/her obligation under this contract, except for performance time(s) minimum and maximum length of act.

Service Provider agrees to perform and discharge all obligation as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to Social Security Laws, Workman's Compensation Insurance, Income Taxes, State Employment Insurance Taxes or Contributions, Public Liability Insurance; and Service Provider will hold Purchaser harmless against any and all liability arising from the violation of any such laws as well as against all Union claims for welfare payments.

Service Provider represent that in performing their (his/her) act under the terms of this contract, they are not infringing on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said act or appearance is an infringement on the property right, copyright, patent right or other rights, Service Provider will indemnify the Purchaser against any and all loss, damage cost, attorney fee or other loss whatsoever by reason of such infringement or of Booking Agency permitting or allowing the presentation of the act or attraction called for herein.

Service Provider agrees to indemnify and hold harmless Purchaser and landlord from any and all liability, damage, loss, injury, claim or cost of any nature whatsoever arising out of the service hereunder of the Service Provider(s), other than that which results solely from the negligence of Purchaser, its officers, agents or employees. **Although the Purchasing organization has members who are Cornell University students, (faculty), (employees), alumni, the organization is independent of the University and is responsible for its own contracts, acts or omissions. Cornell University is therefore neither bound by the terms of any organization's contract nor responsible for the acts or omissions of the organization, it's members or agents.**

Any controversies arising between the Service Provider and the Purchaser pertaining to this contract shall be resolved by the Courts of the State of New York. The Purchaser, in signing this contract warrants that he/she signs as a properly authorized representative of the Purchaser and does not assume any personal liability for meeting the terms of the contract.

(Purchaser) agrees that it shall not through any authorized representative or agent reproduce or cause to be reproduced the Service Provided (if performance based) in the form of film, tape or any other means of audio or visual reproduction.

The Service Provider shall not be canceled for any reason other than an Act of God without the mutual consent of the Service Provider and the Purchaser. Upon satisfactory completion of Service Providers obligations including completion of any expense reimbursement forms and receipt of all necessary documents from Purchaser and Service Provider, a check for the full amount of the agreed price of the services will be sent to the Service Provider within 60 working days.

Update 8/5/25

- 1. Name Under Which Service Provider To Be Marketed _____
Performs: _____
- 2. Type of Engagement: _____ Time of Performance: _____
- 3. Date of Engagement: _____ Location of Performance: _____
- 4. Length of Performance: _____

Details of other Arrangements (lodging, transportation, etc.) to be reimbursed by Purchaser:

- 5. Additional (set-up instructions, special equipment needed) to be provided by Purchaser:

- 6. Service Provider Arrival in Ithaca: _____ Time of Arrival: _____

- 7. Agreed Price for Engagement: Fee _____
Travel/Subsistence _____
Other _____ TOTAL _____

(Purchasers using funds shall provide to the Service Provider Expense Reimbursement Statement with the Engagement Agreement.)

- 9. Check for Performance to be made payable to: _____

Email Address: _____

Mail check to: _____

- 10. Organization Negotiating this Document: _____

- 11. Name of Individual Representing Organization: _____

Position in organization: _____

Representative's Telephone Number: () _____ ID#: _____

Representative's Address: _____ E-mail: _____

NOTE: Please indicate below if contract Riders are a part of this Agreement (usually for Artists and Entertainers):

_____ There are Riders _____ Artist's (Representative's) Initials

_____ There are no Additional Requirements related to this Engagement. _____ Artist's (Representative's) Initials

ACCEPTED AND AGREED TO:

ACCEPTED AND AGREED TO:

Print Name of Service Provider or Representative

Print Name of Organization Representative

Signature

Signature

Date Signed: _____

Date Signed: _____