

ENGAGEMENT AGREEMENT
between
Independent Student Organization (Purchaser)

-and-

Performer, Entertainer, or Service Provider

(If no insurance on file with Cornell)

This is an agreement between _____, the Purchaser, and _____, the Performer, Entertainer or Service Provider.

Artist's Contact Information:

Street or P.O. Box _____

City _____ State _____ Zip _____

Telephone: (____) _____ Fax: (____) _____

Representative's Contact Information:

Street or P.O. Box _____

City _____ State _____ Zip _____

Telephone: (____) _____ Fax: (____) _____

Email Address: _____

The undersigned Artist(s) 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 Artist(s) executes this Agreement as an independent contractor and is not an employee of the Purchaser and the Artist(s) 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.

Artist(s) 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 Artist(s) 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.

Artist(s) 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, Artist(s) 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.

Artist(s) 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 performance hereunder of Artist(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 Artist(s) 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 Artist's performance in the form of film, tape or any other means of audio or visual reproduction.

The performance shall not be canceled for any reason other than an Act of God without the mutual consent of the Artist(s) and the Purchaser.

Upon satisfactory completion of Artist's obligations **including completion of speaker expense reimbursement forms and receipt of all necessary documents from Purchaser and Artist**, a check for the full amount of the agreed price of the performance will be sent to the Artist(s) or the Artist's Representative **within 28 working days**.

1. Name Under Which Artist(s) To Be Marketed Performs: _____
2. Type of Engagement: _____
3. Date of Engagement: _____ Time of Performance: _____
4. Length of Performance: _____ Location 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. Artist's Date of Arrival in Ithaca: _____ Time of Arrival: _____
7. Time of Artist's Sound Check: _____
8. Agreed Price for Engagement: Fee _____
Travel/Subsistence _____
Other _____ TOTAL _____

(Purchasers using SAFC/GPSAFC funds shall provide to the Artist the Speaker 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: () _____
Representative's Address: _____ E-mail: _____

NOTE: Please indicate below if contract Riders are a part of this Agreement:

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

ACCEPTED AND AGREED TO:

ACCEPTED AND AGREED TO:

Print Name of Artist or Representative

Print Name of Organization Representative

Signature

Signature

Date Signed: _____

Date Signed: _____