



KUTZTOWN UNIVERSITY

STUDENT SERVICES, INC.

"Proudly Supporting KU Students"

This contract is entered into this _____ day of _____, _____ by and between ("Contractor") _____ and ("KUSSI") _____

Name: _____

Kutztown University Student Services, Inc.

Address: _____

Kutztown University

171 Student Union Building

Phone Number: _____

Kutztown, Pa 19530

Email: _____

610-683-4084

The undersigned agree to the following terms and conditions for the engagement described below.

1. Type of performance/service: _____

2. Topic/Title: _____

3. Performance Date: _____

Location: _____

Begin Time: _____

End Time: _____

4. Total Amount (Agency): _____

Total Amount (Artist): _____

To be paid by KUSSI immediately following the performance/service

To (Agency): _____

SS/FID#: _____

To (Artist, if applicable): _____

SS/FID#: _____

Please define requirements for the event:	<u>Yes</u>	<u>No</u>	<u>N/A</u>
a. Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Lodging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Meals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*If you have any technical requirements, please attach a separate list or rider to back of this contract.

5. Student Group Contact Information:

Sponsoring Organization: _____

**Student Contact: _____

Phone Number: _____

**Staff Contact: _____

Phone Number: _____

** This information is provided for professional, business purposes only. Soliciting students, and socializing with students before or after the artist's performance, is expressly prohibited.

6. Does the vendor/artist plan to sell merchandise at the event (check one)? Yes No

If yes, an amount equal to _____ % of all revenues collected will be contributed to the above Sponsoring Organization and the organization must complete a Solicitation Request form* (provided upon request).

*Sales taking place in the McFarland Student Union require the vendor to pay a \$15 per table fee. This fee is non-negotiable, and must be paid prior to arrival.

Initials _____



7. Contractor warrants and represents that the undersigned is under no disability, restriction or prohibition with respect to his or her right to execute this contract and Contractor's obligation to perform its terms and conditions. Furthermore, the parties to this agreement are fully aware of and understand its contents, and have entered into this agreement under their own free will without fraud, duress, or coercion.
8. The terms of this agreement are contained herein and the undersigned understands and agrees to all terms of this contract. The Contractor shall execute the contract, attach a rider outlining any specific requirements if needed, and submit all documents to KUSI by _____, 20_____
9. It is understood that the Contractor executes this contract as an independent contractor and is not an employee of Kutztown University nor a current member (any student who has paid the student activity fee) of its Student Government Association nor an employee of Kutztown University Student Services, Inc.
10. a) Contractor agrees to indemnify, hold harmless and release KUSI, its agents and employees, the Sponsoring Organization, Kutztown University and the Commonwealth of Pennsylvania from and against any and all claims, damages, injuries, losses, costs, expenses, fees (including reasonable attorney's fees) and liability arising out of and/or resulting from this contract and the performance/service to be rendered herein, which claim does not result directly from active negligence of KUSI, its agents or employees, the Sponsoring Organization, Kutztown University, or the Commonwealth of Pennsylvania.

b) KUSI agrees to indemnify, hold harmless and release Contractor from and against any and all claims, damages injuries, losses, costs, expenses, fees (including reasonable attorney's fees) and liability arising out of and/or resulting from this contract and the performance/service to be rendered herein, which claim does not result directly from active negligence of Contractor.
11. In any event that the performance shall be prevented by an act of God, inclement weather which prevents travel, death, physical disability, acts or regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, war, epidemic, interruption of transportation (including airline cancellations), or any other debilitating cause proven to be outside of both parties control, the Contractor and KUSI shall be respectively relieved of their obligations stated in this agreement. In all cases, the Contractor and KUSI shall make every effort to reschedule at another mutually agreeable date, if possible.

In the event KUSI voluntarily cancels 30 days prior to the performance date, the Contractor will be entitled to reimbursement for any legitimate, documented, non-refundable expenses incurred, with regards to the event contained in this contract. Likewise, if the event is cancelled within thirty days of the event date by the Contractor, for any reason not mentioned above, KUSI, its agents and employees, the Sponsoring Organization, and Kutztown University will be entitled to reimbursement for any legitimate, documented, non-refundable expenses incurred, with regards to the event contained in this contract.

Inclement weather rendering performance impossible or unfeasible in the judgment of KUSI shall be considered a cause beyond the control of the Contractor and payment of the entire performance fee shall be made, provided the Contractor is in the venue and ready, willing and able to perform.
12. If an event/performance is deemed to be unsatisfactory, or if the contract is not executed in full due to circumstances within the contractor's span of control, Kutztown University Student Services, Inc. reserves the right to negotiate with the contractor to receive compensation for the unsatisfactory performance/event or a credit towards a future booking.

Initials _____



13. Any change(s) to this agreement must be made in writing, initialized and dated by both parties. Contractor and KUSSI agree to notify the other party, in writing, of any missing information no later than two weeks after the execution of this contract.
14. This agreement is deemed to be entered into in the Commonwealth of Pennsylvania and governed by the laws of the Commonwealth of Pennsylvania. The Contractor consents to the jurisdiction of the courts of the Commonwealth of Pennsylvania for the resolution of any and all disputes and claims arising out of and/or relating to this agreement. However, nothing herein shall obligate KUSSI to enforce its rights in said Commonwealth if jurisdiction is proper elsewhere. The Contractor waives any and all claims it may assert as to lack of personal or subject matter jurisdiction, and agrees that such jurisdiction exists in the Commonwealth of Pennsylvania.
15. The signer for KUSSI, in executing this contract, warrants, that s/he is an authorized representative of KUSSI and does not assume any personal liability for fulfilling the terms herein. Likewise, the signer for the Contractor, in executing this contract, warrants s/he is an authorized representative of the Contractor.

In the event that any dispute arises while this agreement is in force that results in litigation or arbitration, all reasonable attorney's fees and costs of the prevailing party will be paid by the losing party.

If any term, provision, covenant, or condition in this contract is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the rest of the Contract shall remain in full force and effect, and in no way affected, impaired, or invalidated.

Should any provision(s) (terms, riders, etc.) provided by Contractor conflict with the aforementioned terms and conditions set forth in this contract, precedence shall be determined and decided at the sole discretion of KUSSI.

In witness whereof, the parties have executed this Contract on the respective dates shown by their signatures.

Kutztown University Student Services, Inc.

Contractor

Name and Title

Name and Title

Authorized Signature

Date

Authorized Signature

Date

Initials _____



Appendix A

Please provide a breakdown of compensation for the event:

Travel Expense (not to exceed) - \$

Lodging Expense (not to exceed) - \$

Meal Expense (not to exceed) - \$

Performance - \$

If you have any technical requirements, please list them below, or attach a rider to the back of this contract.

Initials _____