## New Jersey City University Standard Speaker / Performer Contract

This shall serve as a contract agreement between New Jersey City University, herein after referred to as "the university", and the undersigned Speaker/Performer herein after referred to as "the Artist", for the engagement described below:

1.	Type / Name of event:
2.	Sponsoring Organization:
3.	Location of event:
4.	Day / Date of event:
5.	Starting and finishing time of event:
6.	Fee agreed upon: Artist:
	Check shall be made payable to:
	Social Security number / Tax Identification number:
	Artist shall be paid by check within 5 business days following the completion of the engagement provided all contract obligations have been met. If all obligations are not met, payment shall be re-negotiated within 10 (ten) -business days.

- 7. The University shall maintain supervision and direction over the services, (i.e., location, security, food, etc.) of the event.
- 8. If the Artist cancels said contract agreement less than 7 days prior to the date of the performance, the Artist is obligated to reimburse the University for expenses already incurred.
- 9. It is understood that this agreement is binding on both parties; it cannot be cancelled except as follows: Artist and the University mutually agree that either party may cancel this contract and all parties shall be released from any liability or damage, if the Artist and the University are unable to fulfill the terms of this agreement due to an act of God, extreme conditions beyond the control of either party or if in the University's sole discretion cancellation of the event is necessary for the safety of the campus community, the event is cancelled, the University shall make every attempt to reschedule the event at it earliest convenience.
- 10. The Artist understands that all controlled substances are strictly prohibited on campus. Violation of this policy shall result in forfeiture of payment, and may result in legal action and / or arrest. Alcoholic beverages are permitted only in designated campus facilities upon prior written approval by the Dean of Students.
- 11. The University strictly prohibits smoking in all buildings, including but not limited to all performance space (s) and dressing room (s). Smoking is only permitted outdoors. Violators will be subject to non-payment.

- 12. The University strictly prohibits vehicles from driving on the sidewalk or lawn. Violators Will be held legally and financially responsible for any damages, which result, vehicles May only use roadways and park in designated spaces.
- 13. The photographing or sound recording of any Artist or the possession of any device for Such photographing or sound recording is prohibited except with the permission of the Artist.
- 14. The Artist agrees to abide by all rules and regulations of New Jersey City University, including but not limited to those concerning the sale and/or distribution of materials.
- 15. All security for an event held on University premises shall be under the control and supervision of New Jersey City University Public Safety. All security expenses will be the responsibility of the sponsoring organization(s). The Artist agrees that neither he/she nor his/her agents or employees will be permitted to search the attendees, patrol, guard, or in any way provide security for the event.
- 16. It is agreed that if the Artist insists upon security measures that are not agreeable to the University, the University may terminate this contract agreement and cancel the event and that the University shall be released from any liability or damages for such cancellation.
- 17. The Artist shall not assign this contract agreement without the prior written consent of the University.
- 18. The University and the Artist stipulate and agree that the venue with respect to any matters in dispute, which may arise under this contract agreement, shall properly be placed in New Jersey and that all disputes shall be resolved by suit brought before a court in New Jersey. The University and the Artist further agree that such suit for purposes of venue may only be initiated and maintained in Hudson County, New Jersey.
- 19. This contract shall be governed in accordance with all Federal, State and Local Laws, including but not limited to the Contractual Liability Act, NJSA 59:13-1 1<sup>st</sup> seg. As well, governance shall be in accordance with all existing University policies and Student's Rights and Responsibilities found in the Student Handbook, The Gothic Guide.
- 20. The University and the Artist agree that any changes, additions or deletions to this contract agreement must be completed in writing, signed and agreed to by both parties.
- 21. Students have a right to demonstrate dissent as per Article #13 included in the Student's Rights and Responsibilities Section of the New Jersey City University Student Handbook, The Gothic Guide.

## For New Jersey City University: Student Club/Organization Representative (please print) Signature Date Student Club/Organization Advisor (please print) Signature Date Assistant Director for Activities (please print) Signature Date S.G.O. Vice President of Administration Signature Date and Finance (please print) For the Artist: Name (please print) Signature Date Address, City, State, Zip Code Telephone Number Fax Number

Agreed and accepted: