



UtahStateUniversity

VICE PRESIDENT FOR STUDENT SERVICES
0175 Old Main Hill Logan, UT 84322-0175
Tel: (435) 797-9250 Fax: (435) 797-3318

Utah State University Student Services Standard Engagement Agreement

This contract made and executed this _____ Day of _____, 20____ by and between Utah State University hereafter referred to as "UNIVERSITY" and _____ hereafter referred to as the "PERFORMER."

The undersigned PERFORMER(s) and UNIVERSITY agree to the following terms and conditions for the engagement herein described below:

1. Name under which vendor operates: _____

2. Check(s) payable to: _____

A W-9 form is required as part of a completed contract and may be found here <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. The name on the contract and on the W-9 must be the same.

3. Address: _____ City: _____ State: _____ Zip: _____

4. Phone # _____ 5. Date of agreement: _____

6. USU contact person: _____ Phone # _____

7. Agreed price: _____

8. Performance day and date: _____

9. Performance place: _____

10. Length of performance (exclusive of intermission): _____ 11. Arrival time: _____

12. Show time: _____ 13. Sound check/Rehearsal time: _____

14. Deadline for PERFORMERS acceptance/return by: _____

15. Please provide the riders indicated below when you return this contract:

Technical rider: Hospitality rider:

16. Additional inclusions and/or clarifications:

17. **CONTRACT JURSTICTION:** The provisions of this contract shall be governed by the laws of the State of Utah.
18. **ALCOHOL AND DRUGS:** The PERFORMER shall not be under the influence of any intoxicating beverages, narcotics, or drugs, for the entirety of their time on the campus of Utah State University.
19. **INDEMNITY:** The PERFORMER agrees to indemnify, save harmless, and release UTAH STATE UNIVERSITY, and all its officers, agents, volunteers, and employees from and against any and all claims for loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the UNIVERSITY officers, agents, volunteers, and employees, but not for claims arising from the University's sole negligence.
20. **CANCELLATION & RESCHEDULING OF PERFORMANCE:** The decision to reschedule or not is at the sole discretion of the UNIVERSITY. The UNIVERSITY or the PERFORMER shall have the right to cancel the performance based on the following criteria. Notice of such cancellation is submitted in writing at least thirty (30) calendar days prior to the date of the performance, in which case this contract shall automatically become null and void. If such cancellation is made less than thirty (30) calendar days prior to the performance the party canceling the performance will pay the other one-half of the full contract price.
21. **PAYMENT TERMS AND INCLUSIONS:** The agreed price stated on line #7 is a fully inclusive price with the exception that the UNIVERSITY will furnish one (1) hotel room for one (1) night unless otherwise stated in the contract. Full payment in the form of a check will be made to the PERFORMER directly following the conclusion of the event; no deposits or partial payments shall be made.

If the PERFORMER violates this agreement the UNIVERSITY reserves the right to withhold payment for up to ten (10) business days in order to renegotiate. Violations may include but is not limited to; delay of performance, violation of UNIVERSITY policies, failing to heed UNIVERSITY representative's instructions.

If the contract is not returned to the UNIVERSITY on or before the date listed on line #14 payment immediately following the event will no longer be guaranteed. In this situation a check will be mailed to the PERFORMER as soon as it is made available to do so.

22. **PERFORMACE CONTENT:** In order to ensure the most enjoyable show possible for the PERFORMER and audience the PERFORMER is asked to keep all content PG-13 in nature. If the PERFORMER has any questions concerning this clause please contact the UNIVERSITY before signing this agreement.
23. **CONTROL OF PERFORMANCE:** The PERFORMER will control the details of performance, but it is understood that the UNIVERSITY shall have the right to direct the PERFORMER to discontinue any activity they deem as inappropriate.

PERFORMER will:

- Help to ensure the safety of all event patrons by not encouraging or requesting participants to engage in crowd surfing, moshing or any other potentially harmful activity.

- Immediately execute all directions of any representative of USU/SA. Paying particular attention to instructions pertaining to the type of music to be played and the volume of the music.
- PERFORMER will not publicize events or business establishments, in any way, during the performance unless requested to do so by an USU/SA representative.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

PERFORMER: _____
COMPANY NAME

UTAH STATE UNIVERSITY

BY: _____
TYPE OR PRINT NAME

BY: _____
TYPE OR PRINT NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Revised 9/26/2014