

BROWN STUDENT ACTIVITIES' CONTRACT

Disc Jockey Contract

This contract is made between _____, a recognized student organization at Brown University (hereinafter called "Organization") and _____ (hereinafter called "Contractor"), for the performance of services by Contractor as described below. In consideration of the agreements set forth herein, the parties agree as follows with regard to the activities hereinafter described and the terms and conditions in connection therewith.

1) **Full name of Contractor** _____

2) **Nature of service or scope of duties to be performed by Contractor**

Provide Disc Jockey services and music Provide professional sound Provide professional lighting

3) **Day and Date of engagement:** _____

a) Starting/finishing times and any breaks: _____

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b) If set-up or sound-check is required, time Contractor will arrive at above location at _____ AM PM.

c) Organization will make best efforts to provide Contractor with _____ minutes for Contractor to use for a sound check. If a load-in is required, the load-in time will be at _____ AM PM.

d) Doors open: _____ AM PM.

4) **Location of engagement:**

Primary site: _____ capacity: _____

Rain site: _____ capacity: _____

Organization confirms that location will be clean and in proper working order and of adequate size. Organization also confirms that it will limit the audience to no more than the legal limit permitted. If the engagement is to be held outdoors, Organization will provide a rain location, tent or rain date for the engagement (noted in the location of engagement above) and will ensure that adequate stage covering and grounding to protect all persons and equipment involved in the engagement from inclement weather and dangerous conditions resulting therefore. The foregoing shall apply to, without limitation, all stage areas mixing consoles and wiring. Contractor shall have the sole right to determine in good faith whether such covering and grounding is adequate.

5) **Audience will include:**

Brown/RISD Students, Faculty and/or Staff Private Guest list established by the members of the Organization

College ID Admission Policy (special permission of the Student Activities Office is required prior to the event to permit admission to a limited group of identified local college students.)

Contractor is not permitted to have "special guests." Only guests outlined in Brown University's admissions policies for events are permitted in the venue. If an assistant is needed, this person(s) must be identified under additional terms. A maximum of two assistants will be permitted.

6) **Ticket Prices:** \$_____ Brown/RISD ID \$_____ College ID Admission (if approved by SAO)

7) **Publicity:** On publicity, Contractor shall be identified exactly as follows: _____ and shall receive placement on all advertising and publicity issued by the Organization as the follows:

sole DJ/performer as a DJ alongside additional performers

other Contractors or performers include: _____

Organization shall have 100% control over publicity, advertising, and promotion of service as long as all communications, mailings, solicitations, publicity and/or promotion that mentions or makes reference to the Contractor is approved in writing by Contractor or its agent in advance

8) **Organization's Correspondent:** _____, phone # _____.

9) **Indemnification:** The Contractor identified above and its agents agrees to indemnify and hold harmless the Organization and Brown University, including the Corporation, its trustees, officers employees, staff and agents from all liability, losses, damages or expenses from any and all fines, suits, claims, and demands, including reasonable attorneys fees, arising from any actions of any kind or nature resulting from any acts, errors, or omissions of Contractor and its agents as a result of performing services to be rendered hereunder, provided, however, such indemnification shall not apply to any fines, suits, claims, and demands arising from the gross negligence of the Organization or Brown University.

10) **Safety and Security:** Brown University Department of Public Safety has sole discretion in determining security measures and requirements. Contractor must inform the Organization if special circumstances and needs for security are known and should be considered when determining security measures. If security is required for the engagement, the Organization shall be responsible for providing and paying for security for the safety of all persons and property in connection with the engagement.

As a measure for safety and security, Contractor is subject to a criminal background check conducted by Brown's Department of Public Safety prior to the engagement.

No alcohol or illegal drugs will be used by Contractor or his/her agents at any time while on the Brown University campus in connection with this agreement.

Contractor and his/her agents shall observe and abide by all applicable state laws and regulations, including, but not limited to, those of Brown University relative to conduct on its premises.

Contractor agrees that he/she and his/her agents will not damage, alter, modify, attach, append or in any way or manner affect any of the property, fixtures, or real estate of Brown University or location of engagement. If in the opinion of Organization, this clause is violated any payment due will be fully withheld pending settlement for damage.

11) **Sponsorships:** The only sponsorship that will be noted in advertisements and programs for an engagement will be those from Brown University departments, student organizations, and academic grants. Contractor may not secure sponsorship in connection with the engagement unless written permission is obtained from the Organization and the Student Activities Office. In the event written permission is granted, it is understood and agreed that the Contractor SHALL NOT advertise or promote his/her engagement in any way that suggests or implies that the Organization and Brown University are endorsing the Contractor (including the sponsor) or any entity, individual, product, service or cause in any way affiliated with the Contractor.

12) **Fees and Terms agreed upon.**

a) A fee in the flat amount of _____ dollars (\$ _____) shall be paid by Brown University payment. The payment shall be provided either directly to the Contractor immediately following the lecture or to the Contractor's designated agent between ten and thirty days of the engagement, provided that this contract and the Brown University Supplier and Individual Payee Registration Form is received prior to the engagement. The Contractor has the opportunity to select their terms of payment when completing the Supplier and Individual Payee Registration Form.

b) The Contractor may select direct deposit when completing the Supplier and Individual Payee Registration Form.

- c) This contract must be signed and returned to the Student Activities Office (SAO) and the and the Brown University Supplier and Individual Payee Registration Form submitted prior to the engagement.

If this contract and the supplier/payee registration form is not completed in advance, Contractor' payment will be available between ten and thirty days following completion of these documents.

For one-time services, the earliest Contractor may receive payment is immediately following completion of service. If service is being conducted over a period of time, the agreed upon fee shall be divided equally among the following payment dates: _____.

d) **Brown University Supplier and Individual Payee Registration**

In order to be set up in the University's procurement system which will allow you or your company to receive payments from Brown University, it is required that suppliers or individual payees who are not employed by Brown University, register in our secure website. This website is used in place of the IRS Request for Taxpayer Identification Number and Certification form (W-9) and allows us to collect information required by the IRS, as well as additional information that supports the University's reporting and compliance requirements. The registration form is available at <https://secure.brown.edu/supplier/>. Instructions are available at <http://www.brown.edu/Administration/Purchasing/documents/InstructionsforOn-LineSupplierRegistration.pdf>

If you are a foreign national, whether or not you have a US tax identification number, you will need to work with your Brown University contact to complete any additionally required paperwork.

- e) In performing services and accepting payment under this contract, Contractor is deemed an Independent Contractor and shall not act as nor be considered an agent of the Organization or Brown University. As such, there will be no employee benefits provided. There will be no withholding of any state or federal taxes or assessment; however, based on the services provided, Brown University shall, on behalf of Sponsoring Organization, issue an IRS Form 1099 in Contractor's name. Additionally, it is understood and agreed that neither the Contractor nor the Organization are endorsing one another in any way associated with the engagement.

13) **Expenses:** The following additional agreements are made with the understanding that any approved expenses made by Contractor will be reimbursed within thirty (30) days of submission of original receipts:

- a) Organization shall pay any and all Federal or State Amusement or similar taxes, fees or required licenses required by the City of Providence relating to the engagement. Contractor is responsible for their own U.S. income taxes.

- b) Organization agrees to provide Contractor with the following at the Organizations expense:

A venue and an adequate disc jockey space Professional sound Professional lights

- c) Lodging:

The fee is inclusive of all travel expenses.

Organization to provide _____ room(s) for _____ night(s) at Brown University Inn or alternate location deemed appropriate by Organization; total cost not to exceed \$ _____.

Contractor shall arrange for lodging accommodations and submit original receipts for reimbursement; total cost not to exceed \$ _____.

- d) Transportation:

The fee is inclusive of all travel expenses.

Organization will provide and arrange _____; total cost not to exceed \$ _____.

Contractor shall arrange _____ and submit original receipts for reimbursement; total cost not to exceed \$ _____.

14) Technical Requirements and Sound:

a) All equipment necessary for service shall be furnished by the Contractor unless otherwise stated as follows:

b) No pyrotechnics or fog machines permitted.

c) Any crew provided by Organization at the request of the Contractor and working under the supervision of the Contractor and/or his/her agents' direction will be properly instructed and supervised by Contractor or his/her agents. The Contractor must notify the Organization a minimum of fourteen (14) days prior to the engagement to inform them of the need for such arrangements must be made.

c) Sponsoring Organization reserves the right to control the sound level of engagement, specifically calling for a maximum continuous sound noise level. The sound level of the engagement must comply with City of Providence Noise Ordinances and University policy.

d) Additional terms are as follows (additional riders may be attached but must be signed by same parties as this Contract): _____

15) Recording: While the Contractor has the right to record Contractor's performance at Contractor's own expense, public use or distribution of such recording requires written permission from Brown University's Media Relations Office. If the Contractor would like to request that the Organization video or audio tape the services provided for archival purposes, this request must be made in writing a minimum of fourteen (14) days prior to the services provided.

16) Cancellation: It is understood that this contract is binding on both parties; it cannot be cancelled except as follows:

In the event Contractor cancels his/her engagement less than thirty (30) days before the day of event, Contractor shall be liable for all reasonable costs incurred by Organization in relation to this agreement..

In the event Organization cancels this agreement less than thirty (30) days prior to the engagement, the Organization will pay Contractor fifty percent (50%) of the contracted fee or honorarium due under this agreement. In the event that the Organization cancels this agreement within five (5) business days prior to the lecture, one hundred percent (100%) of the contracted fee or honorarium shall be owed and due immediately to the Contractor.

Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by either party is prevent due to acts of God, wars, hostilities, blockades, civil disturbances, strikes, terrorist attacks, or lockout, or other events of force majeure, Neither party shall be responsible to the other for failure or delay in performance of its obligations under this Agreement. Each party shall promptly notify the other party of such force majeure condition.

17) Miscellaneous: This Contract constitutes the complete understanding of the parties and supersedes any other agreements and shall be governed by the laws of the State of Rhode Island and Providence Plantations.

This contract may not be altered, changed, modified or waived in whole or in part except by an agreement in writing signed or initialed by all parties. Any changes and/or additions to this Contract must be made in writing and signed by same parties as this Contract.

Contract Riders, if any, may not conflict or act in contrary to this contract, the law or to University policies and regulations. Whenever there is any conflict between the provisions of any Rider with this contract, any law or University policy and regulation, said contractual component, law or University policy and regulation shall prevail, and the Rider shall be modified to the extent necessary to eliminate such conflict.

This Contract and accompanying riders or addendums are not valid without three signatures: one for Contractor, one for Organization, and one for the Brown University Student Activities Office. **Signatures are required for processing payment.**

Sponsoring Organization

(to be completed by an authorized financial signatory)

Print Name: _____

Signature: _____

Phone #: _____ Date: _____

Brown University Student Activities Office

Signature: _____

Printed Name: _____

Date: _____

Return to:

Donna Hustler
Brown University Student Activities
Campus Box 1930
Providence, RI 02912
(401) 863-2341

<p><u>Contractor or his/her agent</u></p> <p><i>Contract must be mailed; <u>original signature required</u></i></p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Phone #: _____ Date: _____</p> <p>Title: _____</p>
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