

Students Organizations' Guests' Contract

For questions pertaining to this contract please contact the Assistant Director of Student Involvement. In order to move forward with this contract your student organization will need to meet with the Assistant Director of Student Involvement. The Director of Student Leadership and Involvement is the only one who can sign this contract on behalf of your student organization.

This agreement is made on the _____ (day) of _____ (month), 20____ between Ithaca College, on behalf of _____ (called PURCHASER) and _____ (called ARTIST). The undersigned ARTIST and PURCHASER agree to the following terms and conditions for the engagement described in this contract.

A. Cancellation of this engagement by either party must be stated in writing and must be received at least thirty days in advance of the engagement date. If cancellation after thirty days, purchaser is not responsible to pay. If this contract is canceled by ARTIST on or after 30 days prior to the scheduled date of performance, the ARTIST shall reimburse COLLEGE for all losses, including but not limited to production, advertising, promotion and labor costs associated with the performance incurred up to the date of cancellation.

B. Solicitation by ARTIST is prohibited without the prior written consent of the Office of the Campus Center and Event Services at Ithaca College. Upon approval, all forms of solicitation are subject to the policy established by Ithaca College. For more information, please visit <http://www.ithaca.edu/sacl/campuscenter/solicitation>.

C. Unless otherwise noted, ARTIST agrees to pay for all meals, travel expenses, accommodations, and incidental expenses.

D. No alcoholic beverages or illegal drugs may be consumed while under contract. Should PURCHASER responsibly believe ARTIST to be intoxicated or under the influence of illegal drugs, the contract will become null and void, and ARTIST will be responsible for reimbursement of all documented expenditures made by PURCHASER.

E. In the event of an "Act of God", government authority, disaster, strike, civil disorder, or other force majeure, any of which causing the cancellation of the event, this agreement shall terminate and PURCHASER and ARTIST shall be released of any liability or damage.

F. ARTIST agrees to indemnify, defend and hold harmless PURCHASER, Ithaca College, its employees, officers, agents, contractors and ARTISTS from any claims, loss, liability, costs, damages or injury which may arise out of or result from the activities governed by this agreement.

G. ARTIST agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, including but not limited to Social Security laws, Workers Compensation Insurance, State Employment Insurance, Public Liability Insurance, income tax and other taxes, or contributions. ARTIST will hold PURCHASER harmless against any and all claims for any such payments.

H. It is understood that the Internal Revenue Service may consider compensation for services not directly related to scholarships or fellowship grants taxable income.

I. In performing under the terms of this contract, ARTIST is not infringing on property rights, copyrights, and/or patent rights of anyone else. If a suit or claim of infringement is brought by a third party with regard to the ownership or the presentation of any element of the act or appearance of ARTIST, ARTIST will indemnify PURCHASER against any and all loss, damage costs, attorney fees, and any other losses whatsoever.

J. PURCHASER, in signing this contract, warrants that PURCHASER signs as a properly authorized representative for Ithaca College and does not assume any personal liability for meeting the terms of this contract.

K. ARTIST, in signing this contract, warrants that ARTIST signs as a properly authorized representative and assumes any and all personal liability for meeting the terms of this contract.

L. This contract, and any procedures conducted hereunder, shall be governed and enforced under the laws of Tompkins County and the State of New York.

M. This agreement shall be binding only upon the signature of all parties, including the Office of ARTIST Engagement and Multicultural Affairs.

Instructions for completing the Students Organizations' Guests' Contract

Below are instructions on what to do with this contract.

Step One: Complete the information

Step Two: Have the guest sign the contract

Step Three: Meet with the Assistant Director of Student Involvement to review the contract

Step Four: Complete a Transaction Request Form

Step Five: Bring this signed contract, the W-9 and the Transaction Request Form to the OSEMA office for processing

Step one:

Fill in all the necessary information

(Can be completed by either the student organization or the guest)

Step two:

Have the Guest sign the contract

Step Three:

Meet with the Assistant Director of Student Involvement

Step Four:

Complete a Transaction Request Form

(Please make sure to check pick up or mail preference on the Transaction Request Form.)

Step Five:

Bring this signed contract, the W-9 and the Transaction Request Form to OSEMA