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| ***TEMPLATE –***  ***Contract generated by a Student Organization for a Performer/Speaker (no Booking Agency)***  *Instructions:*  *Please fill in any highlighted section with the appropriate answer and then DELETE the highlight over the section. For example,* **[STUDENT ORGANIZATION,] 🡪 Reveille Fan Club**. *You will repeat this process for all the other sections that are below. You may edit this template however you see fit for your organization and the establishment/facility. Please refer to the Contract Checklist to ensure you have all the necessary sections for basic protection*  *Please note that any GREEN highlighted sections are instructions to help guide you in an event that you need them. Once you have the appropriate answer, DELETE the highlighted section.*  *Once this is completed, DELETE the instruction box before turning in your final copy.* |

**Contract**

**[PERFORMER]**

**and**

**[STUDENT ORGANIZATION] –**

**A recognized student organization at Texas A&M University**

The items outlined in the contract between [PERFORMER] (hereinafter referred to as “ARTIST”) and [STUDENT ORGANIZATION], a recognized student organization at Texas A&M University (hereinafter referred to as "SPONSOR") summarize the understanding of both parties in relation to the event to be held on [DATE].

1. SPONSOR contracts the services of ARTIST for the engagement as outlined herein:

Title:

Date:

Time:

Length:

Venue:

1. SPONSOR agrees to pay AMOUNT ($#####.##) for the rendition of services called for herein: The presentation as described in Section 1A, to engage [PERFORMER]…*thoroughly describe what is expected of the artist. If serving as a speaker, ensure the topic and expected outcomes of the presentation are included. This will ensure that the student organization gets what they expect, rather than someone speaking about chocolate covered cherries and then expecting payment.*
2. Checks will be made payable to: [PERFORMER]

ARTIST must complete the terms of this agreement before payment will be issued by SPONSOR. Payment is to be made by SPONSOR check the day of the engagement immediately (“within two weeks” if utilizing a fiscal account) following the completion of the performance. This amount represents the total sum payable by SPONSOR for services here under and any other expenses incidental to the presentation will be the sole responsibility of the ARTIST, unless otherwise specified in this contract.

1. SPONSOR also agrees to provide:
   1. Be specific about any additional items agreed upon in the original agreement, including who is responsible for arrangement and payment or each item, for example:
   2. One (1) round trip coach class ticket from CITY to College Station, TX;
   3. Lodging accommodations to include one (1) King hotel room for one (1) night;
   4. Ground transportation to include one (1) mid-size vehicle or equivalent during the contracted period. Out of pocket fuel costs will be reimbursed;
2. For reimbursable incidental expenses specified in this contract, original invoices or receipts will be required from ARTIST to initiate payment. ARTIST will be required to certify that no alcoholic beverages will be reflected in meal/beverage receipts for expenses relative to this contract.
3. (If utilizing a fiscal account…) SPONSOR is not authorized to make advanced payments of any nature including, but not limited to, deposits.
4. (If utilizing a fiscal account…) SPONSOR, operating out of a Texas A&M fiscal account, is not authorized to pay state sales tax.
5. It is understood and agreed that ARTIST will obtain the approval of SPONSOR prior to participating in any presentations, activities or meetings with organizations or groups other than those described herein during the time period covered by this contract.
6. ARTIST shall be solely responsible for compliance with any performing fees, rules, regulations, or responsibilities required by any organization of which ARTIST is a member or may be contractually bound. ARTIST further agrees that payment of speaking and/or performing rights licenses for all material to be performed under the auspices of SPONSOR is the responsibility of the ARTIST. ARTIST shall indemnify, hold harmless, and defend SPONSOR, its officers or employees, from and against any and all claims or suits that may be made or brought against ARTIST for non-compliance of any rules, regulations, or responsibilities required by said speaking or performing-rights licenses with respect to the performance of any material performed under this agreement.
7. Neither party is required to perform any term, condition, or covenant of this contract if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome. In the event that the engagement of ARTIST/SPONSOR should be cancelled for any of these reasons, all parties will be relieved of all responsibilities pursuant to the contract and the contract will be of no further force or effect. Should such cancellation become necessary, initial notification by the canceling party will be by telephone followed immediately by a fax copy of the circumstances resulting in the cancellation, with original documentation of circumstances provided to the non-canceling party within forty-eight (48) hours of the initial notice of cancellation.
8. If a breach by ARTIST of any provision of this agreement, other than a force majeure as defined by item #4 (update based on whether numbers have changed due to additions or deletions) above, results in the agreed performance not occurring, ARTIST agrees to reimburse SPONSOR for any and all documented out-of-pocket expenses, including but not limited to, advertising expenses and local production expenses. Payment will be due in full sixty (60) days from the contracted performance date.
9. ARTIST understands that possession and/or consumption of intoxicating beverages in undesignated areas or other illegal substances on the campus of Texas A&M University is forbidden. If consumption of intoxicating beverages, narcotics, or other illegal substances renders the ARTIST incapable of fulfilling the terms and conditions outlined in this contract, SPONSOR may cancel this contract without liability on the part of the SPONSOR.
10. ARTIST agrees to provide the SPONSOR's representative with exact information regarding method and time of arrival in College Station, Texas, a minimum of seventy-two (72) hours prior to starting time of engagement. The host for this event is [NAME], who may be reached at [NUMBER].
11. ARTIST agrees that travel arrangements are to be made such that arrival time in College Station is at least three (3) hours prior to the scheduled engagement.
12. ARTIST grants SPONSOR permission to use the name and photo of ARTIST in all event promotions.
13. In regard to photographs, still, non-flash photographs by representatives of the campus and community media will be permitted. It is the responsibility of ARTIST to satisfy any Actor’s Equity or similar union or guild requirements concerning notification that photographs are being taken.
14. ARTIST hereby grants permission for SPONSOR to tape record and/or videotape presentation for non-commercial purposes. The tape(s) will remain the property of SPONSOR.
15. (If not selling merchandise, promotional items, etc…) It is understood and agreed that ARTIST will not solicit funds or contributions either directly or through sale of materials during this contracted period and that no literature of any kind will be distributed unless prior permission is obtained from SPONSOR.
16. (If selling merchandise, promotional items, etc…) ARTIST shall have the right to have souvenir programs or other souvenir items sold with the understanding that sales tax will be calculated at 8.25% and retained by the SPONSOR for remittance. SPONSOR will also retain 15% of Gross Sales, defined as total less sales tax of 8.25%. All merchandising inventory will be counted before and after all sales by SPONSOR representative and settlement will occur immediately after inventory check out is finished. SPONSOR members will not sell merchandising.
17. It is understood and agreed that nothing contained in this agreement shall require SPONSOR to violate Texas A&M University Regulations, or any state or federal laws or regulations.
18. ARTIST shall hold harmless SPONSOR, its agents, employees, and representatives from any liability or action arising from personal injury or property damage caused by the negligent act of omission or commission of the ARTIST or its employees, agents, or representatives.
19. In signing, SPONSOR does so as presenter of the presentation and not as employer, producer or operator. SPONSOR is purchasing the services of ARTIST in accordance with the terms of this agreement. This agreement shall not establish an employer/employee relationship, partnership, or other form of relationship other than that of SPONSOR/ARTIST.
20. SPONSOR will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the U.S. Internal Revenue Service or other similar state/federal agencies.
21. SPONSOR will not be liable to the ARTIST for any damage to or loss of property while in transit to or from the performance nor during the performance except as may result from negligent acts of employees or authorized representatives of the SPONSOR. Any such claim shall be limited as determined by state of Texas statute.
22. ARTIST must notify SPONSOR of any and all "Sponsors" or "Underwriters" or any entity other than ARTIST who is receiving promotional consideration from ARTIST. SPONSOR reserves the right to limit any promotional/SPONSOR activities that do not meet the requirements of ARTIST/technical quality, or do not contribute to SPONSOR's goals.
23. This Contract contains the entire understanding of the parties and shall be amended or modified only in writing by the ARTIST and the SPONSOR on its behalf. It is performable in Brazos County, Texas, and shall be construed, interpreted and governed pursuant to the laws of the state of Texas.
24. As a recognized student organization at Texas A&M University, SPONSOR may enter into this agreement on behalf of its leadership and membership. SPONSOR is not authorized to commit Texas A&M University to any part of any agreement except as is consistent with university rules and regulations.

Signatories warrant that they are duly authorized representatives of the parties to this contract.

ACCEPTED AND AGREED:

FOR: [STUDENT ORGANIZATION] FOR: [ARTIST]

A recognized student organization at Address

Texas A&M University Address

Address

Address

BY: BY:

Chief Student Leader, [STUDENT ORGANIZATION]

DATE: DATE:

REVIWED BY:

Advisor, [STUDENT ORGANIZATION]

DATE: