WESLEYAN UNIVERSITY

1. This Contract for the services of **Speaker/Artist Name** (hereinafter referred to as the “Artist”) and the **Sponsoring Organization** (hereinafter referred to as the “Sponsor”) made this _______ day of ____________________ in the year 20____ shall be executed upon receipt of a duly signed copy of this Contract by an official of the Sponsor under the following terms and conditions.

2. **SPECIFICATIONS:**
   a. Artist Name:
      (**Foreign individuals must complete Wesleyan’s Foreign National Information Form (FNIF), and receive permission to work, prior to signing a contract**)
   b. Sponsoring Organization:
   c. Type of Service Provided:
   d. Artist Fee: $
   e. Date of Engagement:
   f. Engagement Address:
   g. Start Time: 
      End Time:
   h. Sets:
   i. Time of Artist Arrival:
   j. Time of Set-up:
   k. Ticket Price: (if applicable)
   l. Sound System:
   m. Light System:
   n. Other arrangements:

3. The Sponsor is not responsible for any equipment not specifically stated in this Contract. The Artist agrees that if the equipment required in this Contract is not used, Artist shall pay for all rental costs of said equipment.

4. The Sponsor will provide promotional materials for the engagement including, but not limited to, the following: flyers and banners. The Sponsor, in its discretion, shall determine the content, quantity, and cost of all such promotional materials; Sponsor shall have the right to increase or limit any promotional material, as it deems necessary, in its discretion. Promotional material to be sent to: ____________________________

5. The Sponsor reserves the right to prorate and/or adjust the cost of the services rendered, or to cause this Contract to be null and void if, in its judgment, undue delays, regardless of cause, on the part of the Artist and/or any and all of his/her employees or representatives effect a time later than that herein stipulated for the commencement of the services herein contracted.

6. In accordance with Wesleyan University policy, payment for services rendered will be made by University check or Direct Deposit and only if a valid Form W-9 (or applicable form for a non U.S. citizen) is on file; such payment to be made immediately following the engagement herein contracted unless there has been due cause to adjust the amount of payment. The fee will be payable to:

7. **TAXES:**
   A) **STATE** - Sponsor is required to, and will withhold CT income tax for non-CT speakers or performers for payments exceeding a set threshold.
   B) **FEDERAL** - If the individual performing the service is a non U.S. Citizen, they must submit immigration and work eligibility documents and complete a FNIF at or before execution of this agreement and may be subject to Federal income tax withholding.

8. If this Contract is signed by someone other than the Artist, the person signing for the Artist warrants that he/she is authorized by the Artist to execute this Contract for the Artist for the engagement at the time and place specified herein.
9. The representative of the Sponsor, in signing this Contract, warrants that he/she signs as a properly authorized representative of Wesleyan University and does not assume and is hereby relieved of any personal liability to meeting the terms of the Contract.

10. All additions and deletions in this Contract and its riders must be initialed and dated by both parties in order to be valid.

11. The Sponsor is hereby relieved of any liability if unable to meet the responsibilities of this Contract because of any “Act of God,” riots, epidemics, strikes, any act or order of public authority, any other cause similar or dissimilar beyond the control of the Sponsor; and the Sponsor shall not be held responsible if, through an “Act of God” or conditions beyond its control, it is unable to provide a facility on the date and time when the engagement herein contracted for is scheduled. Furthermore, if such acts or conditions occur, the Sponsor is not liable for any damages which the Artist, his/her group or representative might suffer.

12. Since the essence of this Contract concerns the specific individual(s) named as the Artist, and the Artist’s personalities and talents which are recognized as unique, the Sponsor will pay the fee specified only if the Artist performing is in fact the Artist agreed upon. In the case of a group, if the entire group does not perform, or if the Artist is not the same as specified in this Contract, the Sponsor reserves the right to prorate and/or adjust the cost of the services rendered, or to cause this Contract to be null and void.

13. The Sponsor will not be liable for the following expenses and costs, it being agreed that the Artist shall pay for all those listed below, unless the Sponsor has agreed in this Agreement to pay for such expenses and costs:

- Union dues or other expenses; Federal, State, or Local taxes; Agent commission or other expenses or obligations; Damage to Artist’s equipment; Compensation for lost or stolen equipment or materials; Worker’s Compensation or other insurance, and Travel expenses (including, but not limited to: gas, mileage, food, or hotel accommodations).

14. INDEMNITY: The Artist shall indemnify and hold harmless Wesleyan University, its officials, and employees against any and all claims for loss, injury or damage to persons or property arising out of activities conducted by the Artist or its guests on or in Wesleyan University buildings, properties or facilities. Artist shall repair and restore to its original condition any equipment, materials, items, premises, etc. damaged in any way by Artist’s operations. Artist shall be entirely responsible for any loss or damage to its own equipment, materials, items, premises, etc.

15. Artist a) understands that Sponsor is involved in contractual relationships with the State of Connecticut and b) has read and understands the provisions of Sections 4a-60 and 4a-60a of the Connecticut General Statutes regarding nondiscrimination and affirmative action (the “Nondiscrimination Provisions”). As a required prerequisite to entering into this Agreement, Artist understands and agrees to be bound by the terms of the Nondiscrimination Provisions, all of which are incorporated herein by reference.

16. The Artist agrees and warrants that no sale and/or distribution of promotional materials is to be permitted in relation to the performance herein contracted, unless the Sponsor agrees upon the terms of such and which are stipulated as an explicit part of this Contract.

17. The parties agree that the laws of the State of Connecticut shall govern, construct and affect this Contract.

18. Artist represents and warrants to Sponsor that it is in compliance with all relevant laws and regulations and that Sponsor’s performance/services to be provided hereunder will be provided in compliance with all relevant laws and regulations, including without limitation, all laws and regulations relating to protection of the environment, public and employee health and safety, employee hiring and equal opportunity and applicable licensure, permitting, etc. as may be required.

19. All services rendered by Artist hereunder shall be by Artist as an independent contractor, and this Agreement does not create a joint venture, partnership, or an employer-employee relationship between Sponsor and Artist.
20. The Sponsor is relieved of all liability as to meeting the terms of this Contract, if same is not properly signed and dated by the authorized person(s) representing the Artist and returned to the Sponsor by the date required by Sponsor.

Wesleyan University: ___________________________ Date: ______________

Speaker/Artist Signature: ___________________________ Date: ______________

Speaker/Artist Name (please print): ___________________________