



**5. ADDITIONAL TERMS:**

- A. Cancellation of this contract by either party must be in writing and received at least thirty (30) days prior to the Engagement date.
- B. Solicitation by ARTIST is prohibited without prior written consent of the Ithaca College Campus Center Office. Upon approval, all forms of solicitation are subject to the policy established by Ithaca College.
- C. Unless otherwise noted, ARTIST agrees to pay for all meals, refreshments, travel expenses, and accommodations.
- D. No alcoholic beverages or illegal drugs may be consumed while under contract. Should the ARTIST be intoxicated or under the influence of illegal drugs, the contract will become null and void and the ARTIST is responsible for reimbursement of all documented expenditures by PURCHASER.
- E. In the event of an "Act of God" causing the cancellation of the event, the PURCHASER and the ARTIST shall be released of any liability or damage.
- F. Ithaca College, its employees, and the sponsoring organization shall not be liable for damages, loss of property, or injury.
- 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, Income Tax, State Employment Insurance, taxes or contributions, Public Liability Insurance; and ARTIST will hold the PURCHASER harmless against any and all such laws as well as against all Union claims for welfare payments.
- H. It is understood that the Internal Revenue Service may consider compensation for services not directly related to scholarship or fellowship grants taxable income.
- I. ARTIST represents that in performing their act under the terms of this contract, they are not infringing on the property right, copyright, and/or patent right of anyone else; and if any suit brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said act or appearance is an infringement on the property right, copyright, patent right, or other rights, ARTIST will indemnify the PURCHASER against any and all loss, damage cost, attorney fee, or other loss whatsoever.
- J. The PURCHASER, in signing this contract warrants that they sign as a properly authorized representative for Ithaca College and does not assume any personal liability for meeting the terms of the contract.
- K. The ARTIST, in signing this contract warrants that they sign as a properly authorized representative for the stated ARTIST(s) and does assume 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 the State of New York and Tompkins County.
- M. This agreement shall be binding only upon the signature of all parties including the Center for Student Leadership & Involvement.