



Contract for Student Organization Engagements

Office of Student Engagement and Multicultural Affairs

This agreement is made on the _____ (day) of _____ (month), 20____ between Ithaca College (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.

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 Student Engagement and Multicultural Affairs.

Upon satisfactory completion of ARTIST'S obligations, an Ithaca College check for the full amount designated below will be presented to ARTIST or a pre-specified representative immediately following the engagement.

If a payment for services rendered will be made by PURCHASER, a W9 form must be submitted with this contract NO LATER THAN ONE FULL WEEK IN ADVANCE OF THE ENGAGEMENT. Failure to submit a W9 at least one week in advance of the engagement may result in a delay in payment. If a payment will not be received, a W9 is not required.

The W9 may be downloaded from http://www.ithaca.edu/financial_services/ap/docs/W9Form and should be faxed, in its entirety, to (607) 274-3030 with all pages of this contract.

To pay an Ithaca College Student, the student being hired and the organization's treasurer must meet with the Student Organization Business Specialist in OSEMA and submit a Request to Hire a Student (under Campus Links on IC Link) three weeks in advance of the engagement. Once the form is approved, the Office of Student Engagement must "hire" the student on behalf of the organization. Please call 607-274-3222 to schedule an appointment.

An Ithaca College check will be made payable to _____.

Method of Payment (Please choose one): Immediately following engagement, give payment directly to Artist
 Following the engagement, mail payment to the address listed on W9

The W9 provided must be in the name of the individual listed above and must include a postal address, Social Security Number or Employer Identification Number, and a telephone number.

Engagement:

Venue: _____
Date of Engagement: _____
Arrival Time: _____
Time of Sound Check: _____
Start Time of Program: _____
End Time of Program: _____

Payment: \$ _____

Expenses for which reimbursements are allowable must be documented with valid receipts. Reimbursements will be made via Ithaca College check and will be mailed to the address provided on the W9 form.

Lodging: _____
Travel: _____
Meals: _____

Technical Requirements:

Sounds & Lights: _____
Other: _____

ALL TERMS AND DETAILS ABOVE ARE CONSIDERED PART OF THIS CONTRACT AND ARE AGREED TO BY:

Artist/Representative Date Office of Student Engagement and Multicultural Affairs Date

Office of Student Engagement and Multicultural Affairs
325 Egbert Hall, 953 Danby Road, Ithaca, NY 14850
Telephone (607) 274-3222
Fax (607) 274-3030