

# Official University Contract



**Please type or print legibly.**

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ hereinafter referred to as "Individual/Performers/Organization" and Washington University ( \_\_\_\_\_ ) hereinafter referred to as Sponsor.

**THE ABOVE MENTIONED PARTIES AGREE TO THE FOLLOWING TERMS:**

VENDOR/TYPES OF SERVICES RENDERED: \_\_\_\_\_

DATE/TIME OF ENGAGEMENT: \_\_\_\_\_ PLACE OF ENGAGEMENT: \_\_\_\_\_

COMPENSATION TO INDIVIDUAL/PERFORMERS/ORGANIZATION: \$ \_\_\_\_\_

Washington University check should be made payable to: \_\_\_\_\_

Social Security # (Federal Identification #): \_\_\_\_\_

Description of additional needs (e.g., sound/lights, hospitality, travel, special equipment): \_\_\_\_\_

- Unless otherwise specified, individual/performers/organization will be responsible for providing own sound system.
- Individual/performers/organization will be paid following the performance by Washington University check. Performing artists are subject to a mandatory 2% Missouri state withholding tax for all non-resident entertainers.
- No performance or program, or any part thereof is to be reproduced, including but not limited reproduction by broadcasting, video taping, or tape recording without the written permission of the individual/performers/organization.

**HOLD HARMLESS STATEMENT**

In consideration of the use of certain Washington University facilities, \_\_\_\_\_ ("Organization" or its employees, agents or invitees) brings with it or them to Washington University is at their own risk and is not the responsibility of Washington University insurance coverage.

Individual/performers/organization shall promptly upon demand reimburse Washington University for any loss of, or the expense of, repairs or any damage to Washington University property resulting from its use of that property.

Individual/performers/organization agrees to protect, defend and hold free and harmless Washington University, its trustees, officers and employees, from any and all claims, suits, actions and liability of any character, arising, or alleged to arise, out of injuries or damages sustained by any person, persons, or property on account of or in consequence of, any act or omission, neglect or misconduct, or in violation of any law, ordinance or regulation, by the undersigned, which was caused or occurred as a result of its use of Washington University facilities.

It is understood that this Contract is binding on both parties; it cannot be cancelled except as follows: The individual/performers/organization and the Sponsor mutually agree that either party may cancel this Contract and all parties shall be released from any liability or damages hereunder; if the individual/performers/organization or Sponsor is unable to fulfill the terms of this Contract due to an Act of God or any other legitimate condition beyond the control of the individual/performers/organization or Sponsor. However, it is agreed by both parties to so adopt that the performance be presented as scheduled.

**LIABILITY AND INSURANCE STATEMENT**

Individual/performers/organization shall maintain comprehensive liability insurance, through a reputable carrier, for individual/performer/organization, its employees and agents. Individual/performer/organization will name Washington University in St. Louis as an additional insured and provide Washington University with satisfactory proof of insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate (or limits deemed adequate for the event) prior to the event date. Individual/performer/organization shall immediately notify Washington University in writing of any lapse, cancellation or modification of the insurance coverage required herein.

Should individual/performers/organization not carry general liability insurance or limits adequate for the event, Washington University will attempt to bind coverage for this event and individual/performers/organization will be charged any premiums charged to Washington University by the carrier. If Washington University's carrier will not cover the engagement and individual/performers/organization does not carry their own coverage, individual/performers/organization will not be allowed to participate in the engagement.

**\*\*CONTRACT MUST BE RETURNED WITHIN TEN WORKING DAYS OF ABOVE DATE OR IT IS VOID. CONTRACT SHOULD BE COMPLETELY FILLED OUT AND IS SUBJECT TO THE APPROVAL OF THE OFFICE OF STUDENT ACTIVITIES\*\***

This Contract is governed by the State of Missouri and cannot be changed except in writing and signed by both parties.

OSA Representative Signature \_\_\_\_\_ (date) \_\_\_\_\_

Individual/performers/organization Signature \_\_\_\_\_ (date) \_\_\_\_\_

Student Group Contact \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

**White: Payment Process**

**Yellow: Office of Student Activities**

**Pink: Student Group**

**Gold: Indiv/Performers/Org**

