

Standard Engagement Agreement

The undersigned artist/presenter/speaker and its employees, representatives, and agents (hereinafter collectively referred to as "Presenter") and Gustavus Adolphus College ("Gustavus") agree to the following terms and conditions for the engagement described herein:

1. Name of Presenter: _____
Address: _____
Phone: _____ Email: _____
2. Name of Gustavus Department/Program sponsoring event: _____
3. Contact person if different than Presenter: _____
Phone: _____ Email: _____
4. Presentation/Speaking Date: _____
Location: _____
Title: _____
Start time: _____ Approx. end time: _____
Virtual In person
Expected arrival time for Presenter: _____
5. Agreed price for engagement: \$ _____
Agreed travel or other expense reimbursement: \$ _____
6. The payment should be made payable to: _____
7. Other expectations beyond performance: _____
8. Technical equipment requests need to go through eventservices@gustavus.edu

INSURANCE. Presenter shall secure and maintain at its expense throughout the term of the Agreement such policy or policies of general liability, auto, and workers' compensation as shall be necessary to insure Presenter, its employees, agents and/or contracted providers against any claims for damages occasioned directly or indirectly in connection with the performance of any services by Presenter, its employees, agents and/or contracted providers, if any.

INDEPENDENT CONTRACTOR / LEGAL COMPLIANCE. Presenter is an independent contractor and not an employee of Gustavus. Presenter agrees, as an independent contractor, to comply with all applicable laws, regulations and codes that pertain to the engagement. Presenter may be subject to a Minnesota nonresident entertainer tax (2% as of January 2023). Presenter will be required to complete a federal W-9 form for any payments set forth herein.

TRAVEL EXPENSES. Unless otherwise expressly provided for in this Agreement, all persons working for, traveling with, or performing with the Presenter are to be paid by the Presenter and not Gustavus Adolphus College.

UNIQUE SERVICES. Presenter acknowledges that the services identified herein are of a special and unique and may not be assigned to another.

RECORDINGS AND USE. The Presenter grants Gustavus permission to make video, photo, audio, or other recordings of Presenter and/or the performance/presentation and license to use such recordings to promote Gustavus and further its educational mission. Please identify any restrictions related to copyright permissions or limitations in an attached written document so that accommodations can be made by Gustavus.

THIRD-PARTY PROPERTY & CLAIMS. Presenter represents that in performing its act under the terms of this contract, Presenter is not infringing on the property right, copyright, trademark right or any other right of a third party. If a suit, claim, or demand is made with respect to the performance or presentation including, but not limited to, claims for copyright or trademark infringement, Presenter agrees to defend and indemnify Gustavus against any and all related losses, damages, costs, attorney fees or other expense.

CONTRACT RETURN & TERMINATION. If not accepted within 10 days, this offer shall be withdrawn, and this contract shall be deemed null and void.

ALCOHOL/DRUG POLICY. In accordance with the Gustavus Adolphus College Alcohol Policy, Presenter shall not consume alcoholic beverages or Illegal Substances (including Marijuana) prior to a performance/presentation.

TOBACCO POLICY. Gustavus Adolphus is a tobacco free College. Tobacco use is prohibited within all College grounds, College owned or leased properties, and in college owned, leased, or rented vehicles even when used outside campus grounds.

CANCELATION. Gustavus reserves the right to cancel this Agreement without obligation for any reason upon fifteen (15) days' notice prior to the date of the Performance. Unless otherwise modified by Gustavus, Performer may cancel this Agreement without obligation for any reason upon thirty (30) days written notice prior to the date of the Performance. Failure of either party to perform may be excused for proven sickness or injury, acts of God or other similar conditions beyond the control of Gustavus or the Performer. If the Presenter cancels the presentation for any reason other than a proven sickness or injury or act of God, Presenter shall reimburse Gustavus it's out of pocket expenses upon receipt of a statement of such expenses.

LATE ARRIVAL. If the Presenter is late for the performance stated herein for any reason other than an act of God or similar condition, a settlement in fee in the amount of Gustavus' sole discretion will be charged to Presenter. (i.e., 10% of fee may be deducted.)

BREACH: If any of the foregoing policies are breached by the Presenter or his or her employees or agents, the fees set forth in this Agreement shall be forfeited as liquidated damages in addition to actual damages.

LIABILITY: Presenter agrees to release, discharge, indemnify and hold harmless, and covenants not to sue Gustavus Adolphus College, its officers, employees, agents, trustees or other agents and their successors and assigns from or for any and all liability, claims, expenses, costs including attorney fees, and demands which arise out of or relate to the Agreement or related performance or presentation.

OTHER: Except as preempted by federal law, this Agreement shall be governed by law of Minnesota without regard to choose of law principals. Litigation of any dispute arising from or relating to this Agreement or shall be conducted in the state or federal courts of Minnesota. If any clause or provision of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement shall continue to be enforceable. This Agreement is not to be interpreted in favor of one party as all parties have been afforded an opportunity to review and comment on it.

AGREED TO AND ACCEPTED:

FOR: Gustavus Adolphus College

BY: Curtis J Kowaleski
CFO, Vice President of Finance and Treasurer

Signature: _____

Date: _____

Presenter: _____

Address: _____

Phone: _____

Signature: _____

Date: _____