



Speaker, Artist or Performer Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Drexel University ("Drexel") and \_\_\_\_\_ (the "Presenter").

Presenter Information: [ ] Limited Liability Company [ ] Professional Corporation [ ] Partnership [ ] Corporation [ ] Sole Proprietorship/Individual

Principal place of business: \_\_\_\_\_
Business Telephone: \_\_\_\_\_
"Doing Business As" or Trade Name: \_\_\_\_\_

Intending to be legally bound, the parties to this Agreement hereby agree as follows:

1. ENGAGEMENT

University engages Presenter for purpose described below (the "Engagement"). Additional details may be provided in Exhibit A hereto, which is fully incorporated herein by reference.

Description of Engagement: \_\_\_\_\_

Place of Engagement: \_\_\_\_\_ (the "Premises")

If the Engagement is taking place at a location not owned by Drexel, then Presenter shall also comply with any of the requirements of such location.

Date(s) of Engagement: \_\_\_\_\_

Starting and Finishing Times of the Engagement: \_\_\_\_\_

Presenter must strictly adhere to the date(s) and starting and finishing times of the Engagement.

2. FEE

University agrees to pay Presenter the sum of \$\_\_\_\_\_ as full payment for the Engagement. Payment will be made to Presenter within fifteen (15) business days after the Engagement ends, provided all terms contained herein are complied with. Presenter understands that Drexel University will withhold any state income taxes required by Pennsylvania law.

3. SUPPLIES

Presenter shall supply all equipment, tools, materials, and supplies necessary for the Engagement.

4. NO AGENCY OR EMPLOYMENT RELATIONSHIP WITH THE UNIVERSITY

The parties agree that no agency or employment relationship is created by this Agreement between the University and Presenter. Presenter is an independent contractor of the University.

5. INSURANCE

Presenter shall obtain satisfactory insurance to support the obligations of Presenter under this Agreement, unless specific insurance is otherwise specified in an addendum or exhibit to this Agreement. If requested, Presenter shall provide Drexel with evidence of such insurance coverage.

6. NO ALCOHOL

No alcoholic beverages, cans, bottles or glass containers of any kind shall be brought on the Premises.

**7. COMPLIANCE WITH LAWS, REGULATIONS AND UNIVERSITY POLICIES**

Presenter, at its own cost and expense, shall comply with all federal, state, county and municipal laws, ordinances, regulations and orders, as well as all University policies, regulations and rules, pertaining to the Engagement, including obtaining any and all necessary permits and licenses, and shall also comply with the rules, regulations and orders of the local Board of Fire Underwriters or other similar body.

**8. PRESENTATION MATERIALS AND RELEASE**

The University shall have the right to make and use photographs, motion picture films, videotapes and/or audio recordings made by University, through its employees or agents, of the Engagement, including images of Presenter (collectively, "Presentation Material"), solely for University's business uses, including, but not limited to, placing the Presentation Material on University's Internet website or in any publication produced or sponsored by University. By signing below, Presenter gives to University an irrevocable, royalty-free, non-exclusive license to use, display, publish, exhibit, create derivative works from, and distribute all or portions of the photographs, films, videotapes, audio recordings and copies of images recorded from the Engagement, created by/for Presenter in connection with the Engagement and/or all Presentation Material consistent with this Agreement. University shall not use Presenter's name and likeness for any commercial purpose or as an endorsement of the Engagement without Performer's prior written consent.

**9. INDEMNIFICATION AND RELEASE**

Presenter agrees to defend, indemnify and hold harmless the University, its trustees, officers, faculty, students, employees and/or agents from and against all actions, claims, demands, damages, expenses, and liabilities (including attorneys' fees) that arise from or are connected with the actions or inactions taken by Presenter. Presenter also releases and waives any and all claims, demands, or causes of action against the University, its trustees, officers, faculty, students, employees and/or agents that arise from or are connected with the Engagement, any injury to Presenter and/or any invitees, guests or agents of Presenter, or damage to or loss of any property of Presenter that is brought upon the Premises, or exhibited, stored, or left upon the Premises by Presenter.

**10. SECURITY**

The University does NOT provide security of any kind for the supervision or protection of any property of Presenter that is brought upon or exhibited, stored, or left upon the Premises by Presenter. Any property of Presenter left upon the Premises after the conclusion of the Engagement shall be considered abandoned and may be discarded by the University without recourse.

**11. CANCELLATION**

This Agreement may be cancelled by the University for any reason at any time prior to the Engagement.

**12. ENTIRE AGREEMENT; APPLICABLE LAW**

This Agreement constitutes the entire agreement between the parties and cannot be amended except in writing signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and may be enforced in any state or federal court of competent jurisdiction located in the Commonwealth of Pennsylvania.

**13. FORCE MAJEURE**

In the event the University is unable to perform any of the terms or conditions of this Agreement due to events or causes outside the University's control, the University shall not be deemed to be in breach of this Agreement or liable to Presenter for costs or damages of any kind.

**14. AGENT'S WARRANTY**

If an agent is signing on behalf of Presenter, the agent signing below warrants that he or she is authorized to agree to each of the provisions of this Agreement on behalf of Presenter.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.**

PRESENTER:

DREXEL UNIVERSITY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

Additional Details of Engagement