



Caine College of the Arts
 4060 Old Main Hill
 Logan, UT 84322

Phone:

STANDARD AGREEMENT FOR SPEAKER, PERFORMER, OR VISITING ARTIST

This Agreement (“Agreement”) is between Utah State University (“USU”) and the following Contractor:

Name:			
Address:			
Phone:		Email:	
Contact Person (if Contractor is a company):			

USU Department Contact:

Name:			
Address:			
Phone:		Email:	

USU and Contractor each may be referred to herein as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Services and Event. The Contractor agrees to speak/perform at USU as follows:

Date(s):	
Location(s):	
Event Description:	
Projected Audience (USU Art students, Youth Group Ages 14-17, General Audience Drawn from Public, etc.):	
Additional Activities:	

a. **Alcohol and Drugs.** The Contractor shall not be under the influence of any intoxicating beverages, narcotics, or drugs, for the entirety of their time on USU’s campus.

b. **Audience-Appropriate Content.** The Contractor’s agrees to present content that is appropriate for the Event’s intended audience. If the Contractor plans to present any content during the Event that is obscene or might be considered offensive, then the Contractor agrees to provide the USU Department Contact with a written description of any such content prior to the Event to ensure that the Event models principles of inclusion, respect, and civility and to provide USU with sufficient opportunity to set appropriate expectations with the audience. The content presented will not be defamatory. If the Contractor has any questions concerning these qualifications, please contact USU before executing this Agreement.

c. **Control.** The Contractor will control his/her presentation/performance during the Event; provided, however, that USU reserves the right to direct the Contractor to discontinue any activity USU deems as inappropriate. Contractor will not publicize or advertise third parties in any way during the Event, unless requested to do so by USU. Contractor will help to ensure the safety of Event participants by not encouraging potentially harmful activities (crowd surfing, moshing, etc.) and by immediately executing all directions of any USU representative.

2. Fee, Allowances, Benefits, and Services. USU agrees to provide the following:

Fee:	
Travel:	
Additional Benefits:	
Services/Set Up:	

The fees, allowances, benefits, and services stated above are comprehensive. USU will make payment to Contractor upon conclusion of the Event. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from USU in connection with this Agreement. USU reserves the right to withhold payment if Contractor neglects to provide the services as set forth above.

3. Cancellation and Termination.

a. **Cancellation.** Either Party may cancel the Event at any time by providing the other Party with written notice. In the event a Party cancels the Event, the cancelling party shall pay liquidated damages to the other party as follows: (i) 100% of any costs actually incurred by the other Party in connection with the Event (e.g., airfare, lodging, or other travel reservations); and (ii) 50% of the Fee set forth above in Section 2.

b. **Force Majeure.** Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from a Force Majeure Event (as defined herein). A “Force Majeure Event” is an event outside of the control of a Party that results in said Party’s failure or delay in fulfilling or performing any term of this Agreement. Such events specifically include war, pandemic, epidemic, natural disaster, weather, fire, act of God, airline strike, riots or other civil unrest, shortage of adequate power or transportation facilities, act of terrorism, federal or state governmental restrictions (including travel or event restrictions or recommendations), and other similar or dissimilar events. If a Force Majeure Event occurs, then the Party whose performance has been affected may terminate this Agreement by sending notice of termination to the other Party. Termination will be effective upon Client’s receipt of the notice of termination.

c. **Termination.** Unless otherwise terminated as provided herein, this Agreement will terminate upon the conclusion of the Event and the receipt of payment by Contractor from USU. Either Party may terminate this Agreement by giving written notice to the other Party if said other Party is in material breach of any provision. Termination will be effective immediately upon receipt of such written notice by the breaching Party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

4. Miscellaneous.

a. **Choice of Law and Venue.** The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

b. **Indemnification.** The Contractor agrees to indemnify, hold harmless, and release USU, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of Contractor or the Contractor's officers, agents, volunteers, or employees, but not for claims arising solely from USU’s negligence. USU shall not be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

c. **Government Records and Management Act.** Contractor acknowledges that USU is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within USU's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that USU's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to USU that Contractor believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, USU may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to USU's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

d. **Governmental Immunity.** Contractor further acknowledges that USU is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by USU of any protections, rights, or defenses applicable to USU under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of USU to incur by contract any liability for the operations, acts, or omissions of Contractor or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of USU contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of USU. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

e. **Insurance.** USU carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require USU to carry different or additional insurance, and any obligations of USU contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to USU's negligent acts or omissions.

f. **Notice.** Any payment, notice, or other communication required or permitted to be given to either Party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed in the opening clause of this Agreement.

g. **Assignment.** Neither Party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without the other Party's prior written approval.

h. **Relationship of Parties.** In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

i. **Amendment.** Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

j. **Merger.** This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

k. **Severability.** The provisions of this Agreement are severable, and if any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law,

then such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY

CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____