ST. LAWRENCE UNIVERSITY

Performer/Lecturer Agreement

Date of Agreement: _____ Date(s) of event: _____

Topic of Lecture/Performance _____

Campus Venue: _____

Name (s) of guest lecturer or performer: _____

Mailing address for Performer: _____

Email address of Performer: _____

Details of service to be provided: Such as number of class visits and venue, if applicable: (Hereinafter "Services") _____

Compensation (in U.S. Dollars): _____

1. University shall pay Guest Lecturer/Performer (hereinafter "Presenter") by ACH following satisfactory performance/completion of the event. Prior to the event date, Presenter must register as a supplier in St. Lawrence University's UniMarket e-procurement system.
2. Presenter has the right to control and direct the means, manner and method by which the Services are performed.
3. Presenter shall furnish all materials to perform the Services, except where agreed to in advance by both parties.
4. Presenter acknowledges and represents that the relationship of Presenter to the University is that of an independent contractor and nothing in this Agreement shall be construed as making Presenter an employee of the University or to empower Presenter to bind or obligate the University in any way or as creating any other relationship.
5. Presenter shall comply with all laws and assume all risks incident to its status as an independent contractor.
6. Presenter covenants and agrees to pay all applicable taxes, licenses and fees, and such insurance as is necessary for Presenter's protection in connection with Services performed under this Agreement; no such taxes or fees shall be withheld or paid by the University on behalf of Presenter. Worker's compensation insurance will not be obtained by the University covering Presenter nor shall Presenter be entitled to any benefits provided by the University to its employees.
7. Presenter agrees, beginning as of the date of execution of this Agreement , that photographs, whether still or action, videos, film and/or motion pictures (hereinafter "Pictures") and or audio recordings ("Recordings") may be taken of Presenter, individually or with others, by or on behalf of the University in connection with the Services to be provided indicated above and agrees that all rights therein shall irrevocably, exclusively, unconditionally, and perpetually belong to the University and that such rights are freely assignable by the University.
8. Presenter agrees that, without any compensation or notification to or approval by Presenter, the Pictures or Recordings may be used, reproduced or otherwise disseminated or published by or on behalf of the University directly or indirectly for any purpose, including but not limited to advertising and/or promotional purposes, in any manner and at any time the University desires. Presenter hereby agrees to release and discharge the University, its trustees, officers, representatives, employees, agents, licensees, successors and assigns from any and all claims, demands or causes of action that Presenter may now have or may hereafter have for libel, defamation, invasion of privacy, or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the Pictures or Recordings.

ST. LAWRENCE UNIVERSITY

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9. Presenter on behalf of itself, its agents and employees agree to indemnify and hold harmless the University, its trustees, directors, employees, representatives, and agents from and against:
    i. all claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from the work herein performed, caused in whole or in part by negligent act or omission of the Presenter, any subcontractor, or anyone directly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder; provided, however, that Presenter shall not be required to indemnify the University for claims arising solely from the University's negligence or willful misconduct.
    ii. Presenter's failure to perform any of its obligations under this Agreement; and
    iii. Any and all taxes or contributions, including without limitation, penalties and interest referenced in Paragraph 6.
10. University reserves the right to cancel this Agreement without penalty up to seven (7) days before the scheduled event. University may also cancel this Agreement without penalty if Presenter fails to perform the Services as agreed. In the event of cancellation due to inclement weather, campus closure, public health emergencies, or other circumstances beyond either party's reasonable control, neither party shall be liable for damages or expenses incurred as a result of such cancellation.Presenter warrants that Presenter fully understands the contents hereof before affixing their signature below.

Insurance Requirements: ☐ Checked box indicates SLU's standard insurance requirements located at https://www.stlawu.edu/offices/purchasing/insurance-requirements apply. If Presenter is an individual without commercial general liability insurance, the University may, at its discretion, waive this requirement for low-risk performances or classroom lectures.

SLU Employee Initiated by: _____ Phone Extension: _____

IN WITNESS WHEREOF, this Agreement has been executed by each party's duly authorized representatives in multiple originals.

For SLU:

Signing Authority: Department Chairs may sign agreements up to **$5,000**. Agreements exceeding $5,000 must be routed to Procurement@stlawu.edu for review and signature by an authorized University representative.

Student Activities: Agreements above to **$10,000** may be routed to Procurement@stlawu.edu for review and signature.

Signature (Not typed): _____Name: _____

Title:_____ Date: _____

For Presenter:

Signature (Not typed): _____Name: _____

Title:_____ Date: _____