



# ST. LAWRENCE UNIVERSITY

Date of Agreement: \_\_\_\_\_

Department/Contact person: \_\_\_\_\_

Guest Lecturer or Performer: \_\_\_\_\_

Check Payable to: \_\_\_\_\_

Address: \_\_\_\_\_

Booking Agent/Manager: \_\_\_\_\_

Service to be Provided: \_\_\_\_\_

Date of Events: \_\_\_\_\_

Compensation (in US dollars): \_\_\_\_\_

1. University shall pay Guest Lecturer/Performer (hereinafter "Presenter") by University check following satisfactory performance/completion of the event by U.S. Mail.
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 University is that of an independent contractor and nothing in this Agreement shall be construed as making Presenter an employee of University or to empower Presenter to bind or obligate 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 University on behalf of Presenter. Worker's compensation insurance will not be obtained by 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 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 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.
9. Presenter on behalf of itself, its agents and employees agrees to indemnify and hold harmless University, its trustees, directors employees, representatives and agents from and against:
  - o 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;
  - o Presenter's failure to perform any of its obligations under this Agreement; and
  - o Any and all taxes or contributions, including without limitation, penalties and interest referenced in Paragraph 5.
10. University reserves the right to cancel this Agreement up to seven (7) days prior to scheduled date or if the services are not rendered as per the date(s) and time(s) agreed upon above.
11. Insurance endorsements and technical requirements may be attached to this Agreement and will become part of the Agreement when signed by the parties.
12. Presenter represents that no trustee, officer, employee or any other person affiliated with University and having involvement with this Agreement:
  - o Is affiliated with the Presenter, and
  - o Received, was promised, or will receive anything of value in connection with this Agreement or performance thereof.
13. Presenter warrants that Presenter fully understands the contents hereof before affixing his/her signature below.

St. Lawrence University

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

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

Presenter:

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

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