

What is a Contract?

A contract is an enforceable agreement between two parties in which each party agrees to give up something in exchange for something else, i.e. one party gives up a service or performance and one party gives up money. Contracts are legally binding agreements and can be settled in a court of law.

Why do we have contracts?

- Protect ourselves and our clients (performers, speakers, providers)
- Insure clear understanding of expectations
- Serve as a record of what was said/promised
- Insure a legally binding agreement
- Present professionalism on part of organization or part of Provider

Basic Contract Terminology:

Acts of God - Gives organization a way out of the contract if disaster occurs.

The Purchaser (you) may terminate or temporarily suspend performance of any part of this agreement without notice in the event of an emergency, which would make the performance not feasible.

Americans with Disabilities Act (ADA) - The organization is responsible for ADA compliance for the facility you use for the event (i.e. Wheelchair ramps, handicapped access seating, interpreters required).

It is the responsibility of the Purchaser to exercise reasonable effort in assuring the facilities are accessible to people with disabilities in a manner consistent with the guidelines of the ADA, provided that the Provider (them) uses reasonable effort to determine and report to the Purchaser any special needs that may exist.

Additions and Deletions - Making amendments (changes) to the contract. Make sure preparations are in place as to how to handle them such as preparation time, work of members, money, etc. Let the other party know how to handle changes and vice versa.

Request for additional facilities, equipment not included in this agreement, are subject to availability...Any additions or deletions...must be initialed by a representative of both parties...to be considered valid.

Assignment - Means the contract is between your organization and the Provider only, and no part of the agreement can be sub-contracted out to some other Provider.

This agreement may not be assigned or transferred, either in total, or in part, by either party with the prior written consent of the other party.

Cancellation - Clearly defines conditions that must be satisfied if the event is cancelled/contract breached. Make sure to set deadlines for payment/non-payment of the contract for both parties. Include clauses for cancellation including advertising costs, rental fees, and other purchases that become the other party's responsibility in the event of cancellation.

If Provider cancels this contract...it shall be liable to the Purchaser for direct costs incurred specifically in preparation for the event.

Basic Contract Terminology Cont.

Deposits and Payments - University Policy is that no deposits or payments should be made prior to delivery of service. Clear expectations and consequences should be set in regards to payments. *At the time the reservation is made, a deposit will be requested. For example, this deposit must be received no later than...If payment is not received by this date, the Provider reserves the right to cancel the event.*

Indemnity and Damages - Covers injuries or damages that may occur at the event. The Provider agrees to hold Purchaser harmless for anything that happens to them. The Provider agrees to pay for any damages that occur during the event.

Provider shall indemnify and hold Purchaser harmless for any injury, loss, or damage sustained by Provider or an employee or agent of Provider while utilizing Purchaser facilities or equipment hereunder, provided such injury, loss, or damage is not caused by the negligence of Purchaser or an employee, agent or student acting in the normal course of his/her employment or agency.

Insurance - Most contracts ask for some sort of insurance on the part of the Purchaser in case of accidents, damage, etc. One million dollars in coverage is standard. Student organizations are covered in activities by the University insurance policy.

Prior to event, Purchaser must furnish, at Purchaser's expense, a Certificate of Insurance with a \$1 million single limit...non-cancelable during the event...the Certificate of Insurance must name the Provider as additional insured party.

Program Details/Services-A detailed outline of all expenses that are incurred as part of or in addition to the contracted amount. This includes the following:

- Hospitality-Catering/meal costs for Provider
- Travel-Transportation costs for Provider and/or Provider's personnel and equipment
- Equipment-Purchases/rentals of any equipment (A/V or otherwise) or supplies needed for the event.
- Set-ups-Designated facilities and their layouts, capacities, restrictions
- Timeline-Itinerary information for flights, check-ins, sound-check, or any other events up to and including the contracted event.

Representation and Promotion-Deals with all materials related to promoting the event and determines any restrictions the Provider may have in terms of promotion. Be sure to obtain sample materials from the Provider designated to appear as promotion.

University Regulations - Address all concerns and make Provider aware of University policies. The following are a few things to consider:

- Safety - Make sure all safety issues are addressed and training is provided where necessary. If campus police are required, be sure to contact them at least three weeks prior to the event and before the contract is issued.
- Alcohol - Cannot be used at a University event without specific written permission from the University and a licensed distributor. Alcohol cannot be purchased with University funding.
- Curfew/Quiet Hours - This is especially important for outdoor events. Consideration must be given to residence halls and academic buildings so as not to interrupt living and studying.
- Food Sales and Concessions - University Dining Services must be used for all events on campus unless permission is given otherwise by Dining Services. Organizations must get permission to sell their own food at events (food-handling and preparation guidelines).
- Signage -Be aware of University posting policies on where and how to post signage. (See "Publicity Resources" Exclamation Point)



Student Organization Contracts

- If the artist has a contract, then we will add our contract as a “rider”; if the artist does not have a contract, then we will issue ours.
- The organization must have a contract with any artist to confirm arrangements and have documentation for payment.
- The artist may also have a rider, which is usually a technical rider; it specifies things they need such as equipment, staffing, and food.

Basic Information needed:

- Name of Provider
- Representative’s name, address, phone #
- Date, time, and place of performance
- When artist will arrive
- Type of show (comedy show, lecture, concert, etc.)
- How long the performance is
- Amount they are being paid
- What the organization is providing (sound, lights, projector of some kind, stage, etc.)

If the artist provides a contract:

- Check basic information to make sure it matches your contract.
- Make sure you can provide everything including technical requirements.
- Look at clauses in general which seem to be completely in their favor.
- Remember that almost any item in a contract or rider is negotiable.
- If your organization cannot do something, be up front with the Provider’s representative, and see what alternative can be worked out.

If you have any questions regarding contracts or would like the Office of Campus Activities to help you out, please visit our office (BTSU 401) or give us a call at 419-372-2343.