

**WEBER STATE UNIVERSITY
PERFORMANCE/SERVICE/EVENT AGREEMENT**

This Agreement (the "Agreement") is made entered into as of _____ between the _____ of Weber State University, a public institution of higher education, ("WSU") and _____ ("Contractor"). WSU and Contractor are sometimes individually referred to herein as a "Party" or collectively as the "Parties." The performance or service to be provided shall be referred to as, "the Event."

1. **Name of individual/group:** _____
2. **Date(s) of engagement:** _____
3. **Type of Event:** _____
4. **Beginning and ending times of Event:** _____
5. **Name and address of program venue:** _____
6. **Schedule.** Times, place, description of activities and other terms of this Agreement pertinent to the Event are attached as **Exhibit A**. If there is a conflict between any of the terms of this Agreement and any Exhibit or attachment, the terms of this Agreement shall prevail.
7. **Payment.** WSU agrees to pay (name to appear on the check) _____ the amount of \$ _____ by bank check within fifteen (15) days after the completion of the Event. Any payment adjustments due will be made by bank check within thirty (30) days following the engagement. WSU will provide a Purchase Order number to verify that payment shall be made. No deposits or advance payments can be made prior to the Event due to restrictions on the expenditure of WSU funds.
8. **Timeliness of Contract.** In the event this contract is not signed and returned at a minimum of one week before the event, payment to the Contractor may be paid thirty (30) days after the Event.
9. **Event Set Up.** All persons or props included under this contract for the Event to take place are required to be at the designated Event site at the earlier of either 1) no later than thirty (30) minutes before the scheduled start time or 2) in enough time prior to the beginning of the Event to be ready to begin on time and fulfill the contract as scheduled.
10. **Performance.** Contractor agrees that timing is a material element of performance of the Agreement. In the event that A) a delay of more than thirty (30) minutes occurs past the scheduled starting time for any reason other than those stated in clause twelve (12) and/or reasons not controlled by WSU, or B) Contractor fails to appear, perform or present for any reason other than those stated in clause twelve (12) and/or reasons not controlled by WSU, Contractor and/or agent acknowledges and agrees that the Contractor committed a material breach of the contract and agrees to reimburse WSU for actual expenses incurred and all other legitimate expenses incurred by WSU. All such expenses shall be presented to the Contractor or agent no later than thirty (30) days after the date of the Event with reimbursement to WSU to be sent no later than ten (10) days following receipt of such statement by the Contractor or agent. Nothing herein shall be construed as prohibiting WSU from pursuing any other remedies at law or in equity which it may have with respect to any such breach or threatened breach.
11. **Insurance.** Contractor at its sole cost and expense, shall secure and maintain adequate insurance coverage to protect WSU from any losses or claims which may arise out of the Contractor's services at the Event, with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregated. This certificate must be provided at least 10 days prior to the Event and include WSU as an additional insured. All Events must be approved by WSU risk management.

12. **Force Majeure.** Neither WSU nor the Contractor shall be held liable and do hereby release one another from any and all claims, demands, agreements, and liabilities whatsoever that each may have had for failure to appear if such failure is caused by or is due to serious illness, accident, riots, strikes, acts of God or any other similar legitimate condition beyond the personal control of either Party.
13. **Non-Performance Caused by WSU.** In the event that Contractor does not appear for reasons controlled by WSU other than material breach of this Agreement or Section 12, WSU shall reimburse the Contractor for actual expenses incurred as a direct result of such failure within thirty (30) days of the receipt of an itemized bill.
14. **Event Take Down.** Contractor shall be responsible for all set up, tear down, and supervision of equipment during use during the Event. Contractor will provide appropriate amount of staff and supervision for all activities to ensure the safety of all individuals and the proper functioning of equipment.
15. **Safety Precautions.** Contractor will use all reasonable and appropriate safety precautions in the performance of this Agreement and any additional safety requirements required by WSU. If Contractor fails to provide reasonable and appropriate safety precautions in the performance of this Agreement, Contractor and agent acknowledges and agrees that Contractor committed a material breach of the contract and WSU may unilaterally terminate the performance without reimbursing the Contractor for actual expenses pursuant to provision 13.
16. **Copyright Rights, Licenses and Union Fees.** If applicable, any royalty fees, BMI, ASCAP, SESAC, AGVA, or union dues which may be required in addition to the compensation for services agreed upon are the responsibility of the Contractor or the agent; and the Contractor warrants and represents that it has all licenses and rights necessary to use, sell, reproduce, distribute, publicly display, and publically perform any small or grand rights necessary in order to perform the Event; and should any infringement action arise out of the performance of the Event, Contractor further warrants and represents that it shall solely bear any costs associated with any infringement action and indemnify WSU from any said infringement action.
17. **Back Stage Passes.** (Back Stage Passes shall be governed by the provisions in the Rider Agreement (Rider) attached as **Exhibit B**) If back stage passes are applicable to this agreement, WSU shall be the only Party authorized to issue back stage passes for the performances; however, upon request by the Contractor or agent no later than five (5) working days prior to the performance, a maximum of _____ back stage passes shall be given to the Contractor or agent. All back stage passes shall be appropriately identified and are to be worn visibly at all times in the back stage area.
18. **Reproduction and Distribution Rights.** Written permission of WSU shall be required for any filming, broadcasting, recording or reproduction by radio, television, or any other device of the Event by the Contractor, agent, or any other person. Notwithstanding the foregoing, the Contractor warrants and represents that it has the rights to grant distribution, prepare derivative works, make public performance and public display, and reproduction rights and hereby grants a perpetual, nonexclusive, and worldwide license to WSU to reproduce, prepare derivative works, make public displays and public performances, and distribute the recordings of the Event in furtherance of any WSU purposes.
19. **Appropriate Material.** The Contractor agrees and acknowledges that the content of the performance shall be appropriate for general audiences.
20. **WSU, State, and Federal Rules, Regulations, and Laws.** Contractor and agents of the Contractor shall obey all rules and regulations of WSU and all laws, federal or state, while on WSU property.
21. **Drugs and Alcohol.** The use of alcohol and controlled substance on WSU property is restricted. Use of alcohol or controlled substance by Contractor, employees, agents, volunteers, or participants will not be allowed during the Event or while Contractor is present on University property.

22. **Release and Assumption of Risk Form.** Contractor shall require each participant to sign the attached release and assumption of risk form, **Exhibit C** and shall provide all forms to WSU immediately following the Event.
23. **Independent Contractors.** Except for the contractual obligations set forth herein, WSU does not accept any responsibility for the supervision, direction, or control of the services of the Contractor under this agreement or the manner, means and/or details by which said Contractor carries out the terms of this agreement. It is understood that the Contractor or agent signs this agreement in the capacity of an independent contractor and not as an employee of WSU and the Contractor and/or agent agrees to assume all liabilities normally accruing thereto.
24. **Liability.** Contractor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, physical property or personal injury resulting from its negligence, misconduct or due to an event under its control or responsibility and will be responsible for any such losses incurred in association with this Agreement.
25. **Indemnification.** Contractor agrees to and shall defend, hold harmless and indemnify WSU and their officers and employees from and against any loss, damage, injury, liability, suits, claims and proceedings arising out of the performance of this Agreement or which are caused in whole or in part by Contractor's acts, omissions, failure to act, or negligence of Contractor's agents, volunteers, or employees, or any person participating in Event. Contractor agrees and acknowledges that WSU 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 WSU of any protections, rights, or defenses applicable to WSU under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of WSU to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in the Agreement shall be so interpreted or construed.
26. **Governing Law.** The construction, interpretation, and performance of this Agreement shall be governed by the laws of the State of Utah, without reference to its conflict of laws rules. The Parties agree that the laws of the State of Utah shall have exclusive jurisdiction over all claims relating to this Agreement and that venue is appropriate in the State of Utah.
27. **Entire Agreement and Severability.** This Agreement and attached Exhibits constitute the entire agreement between the Parties. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part of this Agreement. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. This Agreement may only be modified or amended if the amendment is made in writing and is signed by both parties.

WEBER STATE UNIVERSITY

BY _____

Staff _____
 Phone # _____

_____ Date

CONTRACTOR

BY _____

Authorized Representative of Contractor _____ Date

BY _____

Authorized Representative of WSU _____
 Type or Print Name

_____ Date

_____ Type or Print Name

Weber State University
Acknowledgement and Assumption of Risks
Release and Indemnity Agreement/Informed Consent

Acknowledgment and Assumption of Risks

Giving a lecture/presentation is not risk free. Some risks are inherent and cannot be eliminated or reduced. A variety of other risks also exist. These inherent and other risks, hazards and dangers can cause injury, property damage, illness, mental or emotional trauma, disability or death. Some of the risks include, but not limited to, slips, falls, cuts, sprains, coming in contact with sharp edges, and fractures of bones in the body.

I understand that the above description of risks is not complete and that other unknown or unanticipated risks, hazards and dangers may result in injury, damage, death, or other loss. I acknowledge that I am fully capable of teaching and participating in this class without causing harm to myself or others. I understand that the presence of WSU personnel is no assurance of my safety or the lessening of any of these risks.

My lecture/presentation is purely voluntary and I choose to give the lecture/presentation in spite and with full knowledge of the risks. Therefore, I, assume and accept full responsibility for me, for those risks identified, foreseen or unforeseen, and for injury, death, property loss or expenses suffered, or resulting from those risks.

Release and Indemnity Agreement

I, for and on behalf of myself and my children, heirs, executors, administrators and representatives, **agree to release, indemnify and defend WSU, the State of Utah, and their officers, agents, servants, and employees** with respect to all claims, liabilities, losses, suits or expenses, made or brought by anyone, including a co-participant or third party, due to my enrollment or participation in these activities or use of WSU equipment or facilities. This agreement includes any losses claimed to be caused, in whole or in part, by the negligence of the WSU. I understand that I agree here to waive all claims against WSU, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against the WSU, as a result of any injury, damage, death or other loss suffered by me.

I agree that Utah State Law governs this, and all other aspects of my relationship with WSU. Further, any mediation, suit or other proceeding arising out of or relating to my enrollment or participation in WSU activities, must be filed exclusively in the State of Utah, and Utah State Law shall apply. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Utah mediator prior to filing any claim or lawsuit against WSU or WSU personnel.

Photo Release

I authorize and release to WSU the use of my image in any photograph or video recording for any purpose of WSU.

Insurance

I have adequate health, disability, and life insurance for my family and myself. I agree that WSU has no responsibility for medical care provided to me/my child, and I agree to pay all costs associated with such care.

I hereby give permission for transportation to any medical facility, hospital and I authorize for any qualified staff, or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information in the possession of WSU to any medical facility, hospital,

ambulance, first aid provider, first aid service, doctor, nurse, or other such person rendering care on my behalf.

Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions of this Document, and those remaining provisions shall continue in full force and effect.

I have carefully read, understood and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself, my family, heirs, executors, representatives and estate.

Presenter Printed Name

Signature

Date

Email

Phone #

IN CASE OF EMERGENCY, Please contact: _____ Phone: _____