



Camden Campus Center  
326 Penn St., Camden, New Jersey, 08102  
Phone: (856)-225-6161 · Fax: (856)-225-6579

### STANDARD UNIVERSITY CONTRACT

Name of Attraction/Performer:

Title of Event:

Date:

Starting Time:

Finishing Time:

Payment agreed upon:

Payment will be in the form of a Rutgers University check and will be given to the performer on the day of the performance (or mailed out to the agency via overnight mail the following business day)

Location of Performance:

On-Site Contact Person: Patrick Wallace

Phone Number: 856-225-6161

1. The total inclusive fee for the performance is \$\_\_\_\_\_. Rutgers, The State University of New Jersey, as the Purchaser of personal services, shall not be considered the employer of the Performer and is not liable to pay employment taxes and/or similar levies under rulings of the United States Internal Revenue Service and the State of New Jersey. Payments to individuals and non-incorporated businesses will be reported to the Internal Revenue Service and/or the State of New Jersey in accordance with current tax laws. Rutgers University is not responsible for union dues, which may be required of the Performer. All contracts for goods, services, and performances must be fully signed and returned **5 business days prior** to the event or Performer will receive payment via mail after the event. Payment will be made by Rutgers University check.
2. The Performer, as part of this contract agreement, agrees to comply with all applicable laws prohibiting discrimination on the basis of race, sex, disability, age, sexual orientation, veteran status, age or political and religious affiliation.
3. Rutgers University prohibits the payment of deposits. Payment of the fee shall be made **ONLY** at the conclusion of the performance by Rutgers University check to the lead Performer(s) unless otherwise provided for in this contract. An exception shall be made when the fee is dependent upon a percentage of the gate; in such cases, additional payment will be made two (2) weeks after the performance.
4. In the event that the Performer, crewmember, or representative of the Performer arrives at the performance site under the influence of intoxicating beverages or substances, the Purchaser may cancel this contract with no liability on the part of the Purchaser. No intoxicating beverages or substances are allowed on the premises or in the possession of any person performing under this contract. Violation of this clause shall be a substantial breach and will render this contract terminated.
5. In the event that the Performer fails to appear for a performance, or appears late for a performance for any reason other than an act of God or by agreement of both parties of this contract, the Performer agrees to reimburse the Purchaser upon receipt of a certified statement of all out of pocket expenses.

6. No substitution of the Performer will be allowed without prior written consent of the Purchaser. The Purchaser reserves the right either to cancel the performance or to renegotiate the fee to an appropriate reduction if substitutes appear for any or all of the principals constituting the Performer.
7. It is agreed that should any damage be caused to the performance facilities or the equipment therein by the Performer, or incited by the Performer, or by his/her representative or crew, the Performer will be liable for the payment of the cost of repair or replacement, and immediately upon presentation of a certified statement of such costs, reimburse the Purchaser.
8. The Performer or his/her representative must provide Purchaser with the full technical requirements of the engagement in writing at least fourteen (14) days in advance of their speaking engagement. Any additional costs incurred by the Purchaser, as a result of changes required by the Performer from the technical requirements previously agreed to, shall be reimbursed by the Performer.
9. Transportation and lodging arrangements will be the responsibility of the Performer unless otherwise specified in this contract. However, in the event that transportation is at any time furnished by the Purchaser to the Performer, then in consideration of the foregoing, the Performer hereby releases and forever discharges the Purchaser of and from all liability, claims, actions, and possible causes of action whatsoever that may accrue to the Performer or heirs of same from every and any loss, damage, and injury (including death) that may be sustained by the Performer and property of same during the course of said transportation. The term "Performer" here includes persons in the Performer's entourage.
10. Any sale of souvenir booklets, T-shirts, records, tapes, or other moment is the sole responsibility of the Performer(s) or his/her representative, and such responsibility includes the provision of personnel to sell these items. **0%** of gross sales are payable to the sponsoring Rutgers university organization.
11. Failure to sign and return this contract and/or rider on the part of the Performer or their representative shall cause this entire contract to become terminated.
12. If the Performer fails to perform to the specifications of the contract and the riders, payment may be withheld pending renegotiations with the Performer and their agents.
13. The Purchaser will not be held responsible to any rules, regulations, or policies of any group or organization which are not specifically stated in said contract or its rider(s).
14. Non-compliance with any clause of this contract and/or rider (unless waived by the Purchaser) shall cause this contract to become terminated.
15. Advertising for the program is the sole responsibility of the Purchaser. Rutgers reserves the right to publicize this event in area newspapers, radio, on-campus, internet advertising, as well as, approve all publicity regarding this event.
16. The Performer agrees not to encourage audience participation or engage in dangerous behavior including stage diving, crowd surfing, or floating. Further, the Performer agrees not to enter the audience at any point during the show, nor invite or encourage audience members to come onto the stage. The Performer acknowledges that such behavior significantly increases the risk of injury to patrons.
17. The Performer and their employees, agents or subcontractors may be subjected to scanning by a metal detector prior to entering the facility where the performance is to be held. A failure to cooperate with this security measure will be considered a material breach of this contract and result in the performance being canceled.
18. This contract cannot be amended without the prior written consent of both parties.

19. The Performer agrees to hold harmless, defend and indemnify Rutgers, The State University of New Jersey, its governors, trustees, officers, employees and agents from and against any and all claims, demands or actions by any persons and against related damages, liabilities, costs and expenses (including reasonable attorney's fees), which may arise out of or in connection with the performance of this contract, caused or contributed to by the actions or omissions of the Performer, its agents, employees or contractors.
20. The validity, construction, and effect of this contract and rider(s) shall be governed by the laws of the State of New Jersey.
21. Rutgers University policy prohibits alcoholic beverages in any public area of the performance facilities. The Artist or his/her agent will inform all the artist's representatives, guests, and employees of this stipulation and will assist the presenter of his/her representatives in enforcing this policy. In the event that the Artist/crew arrive at the performance venue under the influence of intoxicating beverages or substances that impede the performance in any way the purchaser may cancel this contract with no liability on the part of the purchaser. The term "Artist" here includes persons in the artist's entourage.

**THIS CONTRACT AND APPROPRIATE ATTACHMENTS, IF ANY, SHALL NOT BE VALID WITHOUT SIGNATURE OF THE PERFORMER AND THE AUTHORIZED REPRESENTATIVE OF RUTGERS UNIVERSITY STUDENT ACTIVITIES OR STUDENT CENTERS. IT IS FURTHER UNDERSTOOD BY ALL PARTIES SIGNING THIS AGREEMENT, THAT THE PURCHASER SHALL NOT BE LIABLE FOR PAYMENT TO PERFORMER FOR CANCELLATION OF THE CONTRACTED ENGAGEMENT DUE TO ACCIDENTS, RIOTS, STRIKES, EPIDEMICS, ACT OF GOD, OR ANY OTHER LEGITIMATE CONDITION BEYOND THE PURCHASER'S CONTROL.**

**SIGNED:**

<b>For:</b> _____ <b>Performer</b>	<b>For:</b> _____ <b>Rutgers University Organization</b>
<b>By:</b> _____ <b>Performer Representative</b>	<b>By:</b> _____ <b>Authorized Rutgers University Representative</b>
_____ <b>Performer Representative Signature</b>	_____ <b>Authorized University Representative Signature</b>
_____ <b>Date</b>	_____ <b>Date</b>

**Info:**

_____			
<b>Check payable to:</b>			
_____		_____	
<b>Address (No P.O. Boxes)</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
_____		_____	
<b>Phone Number</b>	<b>Tax ID# or Social Security #</b>		
_____			

- ☐ I have never been an employee of Rutgers University.
- ☐ I am an employee of Rutgers University, in the \_\_\_\_\_ department.  
Employee Type \_\_\_\_\_ Location Code \_\_\_\_\_
- ☐ I was an employee of Rutgers University, in the \_\_\_\_\_ department.  
My last day of work was \_\_\_\_\_