

**FLORIDA A&M UNIVERSITY
AGREEMENT FOR SPEAKER/PERFORMER/ARTIST SERVICES**

This Agreement is made as of _____ 20__, by and between The Florida A&M University Board of Trustees (hereinafter **FAMU**), whose principal place of business is XXXXXXXXXXXXXXX, Tallahassee, Florida 32307 and XXXXXXXXXXXX (hereinafter **Performer**), whose principal place of business is XXXXXXXXXXXXXXXXXXXXXXXX FAMU and Performer shall be individually referenced as "Party" and collectively referenced as "Parties."

WHEREAS, FAMU wishes to engage the Performer's services for the presentation(s) or performance(s) provided herein; and

WHEREAS, the Performer agrees to perform or present as provided herein;

NOW, THEREFORE, in consideration of the mutual promises made to each other, the parties hereby agree as follows:

1. Performer will provide the following presentation, speaking engagement(s), or performance(s) (hereinafter **Event**) at the premises below on the following date(s) and time(s):

- Event:** XXXXXX
- Event Performer:** XXXXXXXXXXXXXXXX
- Event Location:** XXXXXXXXXXXXXXXXXXXXXXXX
- Event Date:** XXXXXXXXXXXXXXXXXXXXXXXX
- Event Time:** XXXXXXXXXXXXXXXXXXXXXXXX

2. Scope of Services

2.1 Performer agrees to provide the following services:

- (a) Perform and/or provide the Performer for the Event between the hours of XXXXXXXXXXXXXXX. and XXXXXXXXXXXXXXX.; Minimum length of performance XXXXXXXX hours XXXXXXXXXXXXXXX minutes
- (b) Performer shall arrive a minimum of 30 minutes before the Event.
- (c) Provide travel and hotel accommodations, local ground transportation and meals for itself, its employee, and the Performer, if an agent signs on behalf of Performer.
- (d) Provide any and all payments to Performer, if an agents signs on behalf of Performer.

3. **Payment:** FAMU shall pay Performer \$XXXXXXXXX.00 as total compensation, which is inclusive of any and all costs and expenses, except expenses related to XXXXXXXX. FAMU The check will be made payable to the individual listed on the signature page in the amount stated above and delivered at the conclusion of the performance. Payment will be made in accordance with the University Prompt Payment Compliance Policy.

4. The Performer agrees that it will be responsible for all expenses incurred under this Agreement, including, but not limited to, meals, lodging, travel, transportation services, payments to performers, artists, other participants or subcontractors who are part of the scope of services; payments for the event venue; payments for equipment and services involving lighting and sound; assembling and disassembling set ups, and all other related expenditures under this Agreement. Performer acknowledges and accepts that FAMU is not liable for and will not honor any payment requests from individuals or companies providing supplies, equipment, meals, lodging, travel and transportation services or performing services for the Performer in relation to the event as described herein.

5. **Relationship:** Performer is and shall be an independent contractor and not an employee, agent, partner or joint venture of FAMU. FAMU shall have neither supervision nor control over Performer's employees, agents, representatives, and volunteers in the performance of their duties hereunder; such persons shall at all times and in all places be subject to Performer's supervision and control. Said employees, agents, representatives, and volunteers however, and any other persons on the premises at the request of Performer, shall conform to all regulation, policies and procedures established by FAMU to govern the general conduct of persons in or about said premises. Performer shall not have the power or authority to bind FAMU in any promise, agreement or representation other than as specifically provided for in this Agreement.

Performer shall not in any manner use the credit, name, logo trademarks and/or copyrights of FAMU in connection with its business or affairs except as specifically authorized in this Agreement or as approved by FAMU in writing prior to such use. Performer shall carry all necessary and appropriate insurance and pay all appropriate taxes for itself, its employees, agents and representatives including but not limited to: social security taxes, state taxes, workers compensation and public liability insurance.

6. **Special Requirements:**

(a) If this Agreement is signed by Performer's agent, such agent warrants: that he/she is duly authorized to act for and on behalf of the Professional, that he/she is authorized to enter into this Agreement, and that the agent and Performer are jointly and severally liable for any breach of this Agreement.

(b) Performer shall secure and exhibit, upon request of the other party, all permits, licenses and other documents required by the laws or ordinances of the applicable jurisdiction in order to permit the Performer to appear and the performance to take place, and shall comply with all laws and ordinances of the jurisdiction applicable to the performance contemplated herein or incidental thereto.

(c) The performance by the Performer shall not be in conjunction with any other performer and no other performer shall perform in the place of the Performer. Performer shall not enter into any agreement or engage in any activity that will result in a conflict with its duties hereunder. Further, Performer shall not perform or book any other engagements () month(s) prior to or following Event within a 100 mile radius.

(d) The consumption of alcoholic beverages on FAMU's campus is prohibited, unless preapproved in accordance with FAMU Regulations. Therefore, the Performer shall ensure that alcoholic beverages are neither brought to the campus nor consumed while in the performance of services to FAMU.

(e) FAMU shall limit the audience to no more than the legal number permitted at the place of engagement.

(f) FAMU shall staff will determine sound level and maximum amplification.

(g) FAMU's ability to perform is contingent upon appropriation by the Florida Legislature or funding agency.

7. **Advertisement Materials:** FAMU will announce the Event in its Media advertisements (e.g. promotions, television, radio, brochures, newspapers, magazines, etc.) upon request received in advance of the date of performance. The Performer will furnish such quantity of photos, press material, circulars, window cards or posters as the Performer, at their discretion, deem necessary or desirable. FAMU agrees to distribute and display advertising material received as long as there is no cost involved. The Performer will pay for materials furnished including all shipping and/or express charges.

8. **Cancellation/Penalty Policy:**

(a) FAMU reserves the right to review all records of the Performer pertaining to this Agreement. This pertains to public access to all public documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, made or received by the Performer in relation to this Agreement. As applicable, Performer shall return all documents to the University upon termination and destroy confidential and exempt information. If Performer fails to comply with this provision, this Agreement is subject to immediate cancellation by FAMU.

(b) **Excused from Performance.** Any failure of either Party to perform may be excused only for proven sickness or injury, civil tumult or riot, epidemics, acts of God, or other conditions beyond the control of the

party. Performer or Performer's agent must notify FAMU immediately of any reason which might result in Performer's failure to perform on the scheduled date. FAMU reserves the right to approve/substitute any other performer for Performer in the event that Performer is not able to perform as scheduled.

(c) **Default:** This Agreement is made in reliance upon FAMU and Performer's good reputation for the prompt discharge of all obligations. In the event that FAMU or Performer shall default in the performance of any obligation under the Agreement executed, either party shall have the right to terminate this Agreement immediately by giving the other notice in writing.

(d) If either party cancels fifteen (15) days prior to the event, it will not be liable for any payments. However, if either party cancels less than fifteen (15) calendar days prior to the event, the terminating party will be liable for actual and non-cancellable/non-returnable expenses incurred by the non-terminating party. However, such expenses of Performer will only be reimbursed to the extent permitted by Section 112.061, Florida Statutes, and only to the extent such expenses are supported by written, itemized and paid invoices submitted by Performer to FAMU.

(e) FAMU may cancel at any time deemed in the best interest of the University without penalty if Performer is arrested, incarcerated or commits an act of moral turpitude.

9. **Assignment:** This Agreement may not be assigned by the Performer without prior written consent from FAMU.

10. **Sale of Materials:** The Performer reserves the right to the exclusive sale of recordings, books, and other literature or material the Performer has available without compensation to FAMU, to the extent permissible in the FAMU venue. Any compensation to be received by FAMU in connection with the sale of articles by the Performer must be stipulated herein.

11. **Limited Use of Recordings:** FAMU is granted the right to record the performance; however, such tapes or recordings shall only be used for educational purposes by FAMU's students, faculty and staff.

12. **Security/Volunteers:** FAMU will provide a security plan for the event. If applicable, any additional security, other than Campus Security, must be approved by FAMU Department of Public Safety (FAMU DPS). No armed security is permitted unless pre-approved by FAMU DPS. The Performer will be responsible, at its expense, for any additional security. The selection of temporary help/volunteers will rest solely with FAMU. FAMU reserves the right to issue working and/or special passes to volunteers that are recruited to perform specific services.

13. **Insurance/Indemnification:** The Performer is required to provide insurance that at a minimum will cover Performer's (or subcontractors') exposure in performing this Agreement. The Performer hereby agrees to indemnify, defend, save and hold FAMU, its Trustees, the Florida Board of Governors and the State of Florida, its successors and assigns, and their employees and students, harmless from and against any and all liability, claims, demands, loss, injuries and damage (including attorneys' fees and court costs) arising out of or connected with any claim or action connected with this Agreement. The Performer shall reimburse FAMU, on demand, for any loss, cost, expense or damage to which said indemnity applies.

(a) Proof of insurance shall be provided to the FAMU Contract Manager no later than fifteen (15) days prior to the event. Failure to provide the insurance coverage or proof of insurance by the Performer will result in termination of this contract.

(b) The policy will be issued by a company/agency fully authorized/licensed to do business in Florida. The State of Florida, Florida Board of Governors, Florida A&M University, Florida A&M University Board of Trustees, its successors and assigns, and their employees and students, shall be named as additional insured. Coverage must be approved by the FAMU's Risk Manager for approval.

(c) Nothing in this Agreement shall be construed as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28 or as an indemnification of the Performer by FAMU.

14. **Equal Opportunity Statement:** FAMU believes in equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination, and is committed to nondiscrimination because of race, color, religion, national origin, disability, age, marital status, sexual orientation, gender identity, gender expression, military veteran status, as provided by law. Performers providing services to FAMU shall take positive steps to assure that their Performer and personnel do nothing of a discriminatory in nature during the performance of the Agreement and refrain from the use of language or conduct that is offensive in nature (e.g. profanity or racial, sexually explicit/ vulgar conduct), as this may result in a reduction of fee, as determined by FAMU in its sole discretion. Discriminatory conduct by contractors and suppliers of goods/services to the University is forbidden by FAMU Regulation 10.103. Further, FAMU Regulation

10.103, Discrimination, Harassment, Complaint Procedures provides steps for filing a complaint involving either discrimination or harassment.

15. **Resolution of Conflicts:** The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such action shall be brought in Leon County, Florida. In the event one or more provisions of this Agreement are declared invalid, the balance of this Agreement shall remain in full force and in effect.

16. **Notices:** All correspondence and communications will take place between the parties as stipulated below:

To University:
Florida A&M University

Contact XXXXXXXXXXXXXXXXXXXX
Address XXXXXXXXXXXXXXX
Tallahassee, Florida XXXXXXXXXXX
Telephone/Email XXXXXXXXXXXXXXX
Attn: XXXXXXXXXXXXXXX

To Performer:

Contact XXXXXXXXXXXXXXX
Company Name XXXXXXXXXXXXXXX.
Address XXXXXXXXXXXXXXX
City, State, Zip XXXXXXXXXXXXXXX
Telephone/Email XXXXXXXXXXXXXXX
Attn: XXXXXXXXXXXXXXX

17. **Miscellaneous:** All matters not expressly authorized or addressed by the terms of this Agreement shall be reserved to the discretion of FAMU.

18. **Term:** This Agreement shall be effective when it is signed by both parties and shall terminate at the conclusion of the Event, unless sooner terminated in accordance with this Agreement.

20. **Entire Agreement:** This Agreement states the entire understanding and agreement between the parties and that the parties are not bound by any stipulations, agreements, or promises, oral or otherwise, not printed in this Agreement. Changes to this Agreement will not be valid unless they are made by written amendment signed by both parties.

21. **E-verify:** The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

22. **Compliance:** In the performance of this Agreement, Provider shall, at its own expense, at all times during the term hereof, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Provider shall also comply with all applicable FAMU policies and regulations applicable to this Agreement. To the extent Provider has access to any student educational records, Provider agrees that he/she will comply with all federal and state information security and confidentiality laws, including but not limited to FERPA. Provider acknowledges and agrees that Provider has and will maintain, at all times during the term of this Agreement, all applicable permits, licenses, consents, and approvals necessary to perform its obligations under this Agreement. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives.

**FLORIDA A&M UNIVERSITY
BOARD OF TRUSTEES**

PERFORMER

Printed Name: XXXXXXXXXXXXXXXXXXXX

Printed Name: XXXXXXXXXXXXXXXXXXXX

Title: XXXXXXXXXXXXXXX

Title: XXXXXXXXXXXXXXX

Approved as to form.
