



Agreement for Speaking Engagement at Vanderbilt University

This Agreement is made as of _____ [date] by and between Vanderbilt University, a Tennessee non-profit corporation located in Nashville, Tennessee ("Vanderbilt"), and _____ ("Speaker"), represented by _____ [agent's name] with an address of _____ [agent's address].

Vanderbilt hereby engages Speaker to deliver a speech, presentation, or performance, as is further described below, and Speaker agrees to perform the engagement under the following terms and conditions.

Title and Description of Event: _____ [e.g. speech, comedy performance, etc.]

Performance Venue: _____

Performance Date: _____

Time: _____

Performance Length: _____

Other performers, if any, for Event: _____

Exclusive Engagement. Speaker agrees that the Event at Vanderbilt shall be Speaker's sole and exclusive public engagement of any kind within seven (7) days before or after the Event Date within the area 100 miles from Vanderbilt in any direction.

Venue. Vanderbilt shall provide an adequate venue for Speaker's event. Vanderbilt shall provide a dressing room for Speaker, if required, as well as Vanderbilt's standard food and refreshments for performers. Speaker may request particular refreshments and Vanderbilt will make reasonable efforts to accommodate those requests. Vanderbilt shall provide for routine clean-up and janitorial maintenance of the facilities used for the performance. Vanderbilt may in its discretion change the venue location at any time to accommodate changes in the number of attendees or for maintenance or other reasons.

Compensation. Speaker's Fee: \$_____. The fee will be paid by ACH or check made payable to _____. Performance fee payments will be issued by Vanderbilt the business day following the completion of the performance. Checks will be mailed first class through the US Postal Service.

Speaker's Taxpayer ID number/W-9 _____



The fee will be all inclusive unless Vanderbilt has agreed in writing to reimburse Speaker for travel and lodging expenses for an amount not to exceed \$_____.

Speaker or Speaker's representative shall make all airline reservations. Vanderbilt is responsible for arranging and paying hotel accommodations as needed. Vanderbilt will schedule and pay local ground transportation in contractual host city. Vanderbilt will not reimburse Speaker or Speaker's representative if they choose to make other accommodations or transportation arrangements.

If Vanderbilt is reimbursing Speaker for any reimbursable expenses, original receipts for such expenses must be submitted no later than 30 days following the Event Date. Receipts submitted later than 30 days following the Event Date are not eligible for reimbursement.

Except as expressly stated in this Agreement Vanderbilt shall not be responsible for any other financial obligations. The parties agree that Speaker or Speaker's Agent, but not Vanderbilt, will obtain all necessary work permits or entry visas for Speaker. In the event Speaker is denied entry into the United States by government officials, Speaker agrees to use all legal means of recourse to attempt to reverse that decision. Vanderbilt shall have no obligation to make payment until Speaker has lawfully entered the United States and completed the performance required herein.

Permission to Photograph and Record. The parties agree that Vanderbilt may make audio and video recordings of Speaker's performance and include portions of such recordings or photography in University media publications. Photographs, video, or recordings made by Vanderbilt will be used only for University and student media purposes, including student yearbook, or other commemorative or news publications. Vanderbilt agrees that it will not use flash photography and will not broadcast or distribute Speaker's performance in its entirety without Speaker's further written permission.

Publicity. Vanderbilt shall be entitled to publicize Speaker's event to the Vanderbilt community, including the local public utilizing all materials provided by Speaker to Vanderbilt. Vanderbilt prefers that publicity materials including photographs (at least 300 dpi when printed 5 x 7 inches, in either TIFF or JPEG format) be submitted to Vanderbilt no later than 45 days prior to the Event Date. Publicity materials should be submitted to: **[optional]** Linda Marks, PO Box 1508 Sta B, 207 Saratt Student Center, Vanderbilt University, Nashville, Tennessee, 37235.

Merchandise. Speaker acknowledges that Vanderbilt's Book Store has the first right to offer books, CDs, t-shirts and other merchandise for sale at all events on the Vanderbilt campus. If the Bookstore declines to sell merchandise in connection with Speaker's event, then Vanderbilt may designate an area in proximity to the event's venue for use by Speaker to sell merchandise related to Speaker or the performance. Speaker agrees that he or she shall pay to Vanderbilt 20% of the revenue collected from merchandise sales. Speaker agrees to collect applicable sales tax and hold VU harmless from any liability



related to its sale of merchandise. Vanderbilt shall have the right to inventory merchandise before and after sales for purposes of determining amounts to be paid Vanderbilt by Speaker under this provision.

Cancellation. In the event this Agreement is cancelled by either party 30 days or more before the date of the performance, the liability of the canceling party to the other shall be limited to Speaker's non-refundable travel expenses (if cancellation is by Vanderbilt) or to the advertising, promotional, and ticketing expenses already incurred by Vanderbilt (if cancelled by Speaker). Except as may otherwise be provided herein if either party cancels the Agreement within 29 days of the performance date, the liability of the canceling party shall be one half of the Performance Fee, it being agreed that in this regard actual damages to the aggrieved party on account of cancellation shall be difficult, if not impossible, to calculate, and that this amount represents a reasonable amount of liquidated damages and not a penalty.

This agreement may be cancelled at any time by mutual written agreement of the parties.

In addition, Vanderbilt shall have the right to cancel this agreement without liability of any kind in the event Speaker, prior to the performance, is charged with or commits a crime or act of moral turpitude such that Vanderbilt, in its sole discretion, would be exposed to public embarrassment or ridicule for hosting Speaker's performance.

Vanderbilt shall have the sole authority to cancel an outdoor event on account of weather.

Readiness to Perform. In the event the Speaker is not ready to perform at the Event's starting time, or if the Speaker arrives at the Event in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, then Speaker shall be deemed to have committed a material breach of this contract and Vanderbilt shall have the absolute right in its sole discretion to cancel the performance or terminate the performance in progress, and to refuse payment accordingly.

Independent Contractor. The parties are independent contractors and neither is an employee of the other. Each party shall be responsible for, and hold the other harmless from, any injuries caused by it or suffered by its personnel during the performance of this agreement, including injuries which may be compensable under any workers' compensation laws.

No Assignment. Neither party may assign this Agreement without the written consent of the other.

Force Majeure. Performance by either party may be excused by the occurrence of events beyond the control of the parties, including unavoidable travel interruptions, flood or other weather-related emergency or disaster, fire, strikes or labor and employment disputes, or terrorism, provided that the affected party provides notice to the other as soon as reasonably possible after the occurrence of a force majeure event. Upon the declaration of



a force majeure event neither party shall bear liability to the other for non-performance. The parties agree to work together in good faith to discuss alternative dates for the event.

Choice of Law and Forum. This contract is for the performance of an event in Tennessee. Tennessee law shall govern the interpretation of the contract and any disputes concerning the contract shall be adjudicated in Davidson County Tennessee.

Amendment. This Agreement may not be amended except by a writing signed by the parties.

Confidentiality. The parties agree to maintain the absolute confidentiality of all the terms, conditions, and arrangements contained herein and/or associated with the appearance by Speaker.

Notices. All notices or requests given by one party to the other related to this Agreement must be in writing. Notices given to Speaker must go to the following person:

[name, address, phone, fax no.]

Notices given to Vanderbilt must go to the following person:

[name, address, phone, fax no.]

Notices are deemed to have been properly given when (i) delivered by registered or certified U.S. mail, return receipt requested (ii) by a nationally recognized overnight courier service or by (iii) facsimile transmission to the facsimile number listed above, provided that an original counterpart is sent by one of the two other delivery methods described in this section.

Authority to Execute. If someone other than Speaker signs this Agreement on behalf of Speaker, the person signing expressly warrants authorization by Speaker to do so.

Copy of Contract to Speaker/Tour Manager. If the person executing this agreement on behalf of Speaker is an agent, he or she agrees to provide a copy of the contract to the Speaker immediately following execution.

Backstage Guests. Speaker agrees that any guests permitted backstage must conform to Vanderbilt's standards of conduct for University facilities. Speakers and guests may be escorted from the University campus for violation of University's standards of conduct.

Hospitality. For certain events Vanderbilt may provide food, refreshments, or other amenities to Speaker or Speaker's personnel. If attached hereto, Vanderbilt's Hospitality Rider describes the extent of such food and amenities offered by the University.



Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

For Vanderbilt University

Speaker/Agent

Associate Provost and Dean of Students

Title

Title

Title

Date

Date

Maggie A. Robinson
Sourcing Officer
Procurement and Disbursement Service

Dwayne Elliott
Director
Arts & Campus Events

Date

Date