

**AGREEMENT FOR PRESENTING A SPEAKER/ARTIST ON THE  
CAMPUS OF MICHIGAN STATE UNIVERSITY**

This **Agreement for Presenting a Speaker/Artist on the Campus of Michigan State University** (“Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between **Michigan State University** (“MSU”) on behalf of \_\_\_\_\_ (hereinafter called “Sponsoring Group”), and \_\_\_\_\_ (“Speaker/Artist”) through the Speaker/Artist’s Agent \_\_\_\_\_ (“Agent”).

1. Sponsoring Group: \_\_\_\_\_

Responsible Student (position): \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_

Cell Phone: (\_\_\_\_\_) \_\_\_\_\_

2. Location of Engagement: \_\_\_\_\_

3. Name of Speaker(s)/Artist(s): \_\_\_\_\_

4. Name of Speaker/Artist’s Agent: \_\_\_\_\_

5. Date(s), Starting Time, and Finishing Time of Engagement: \_\_\_\_\_

\_\_\_\_\_

6. Type of Engagement [i.e. reception, news conference, lecture]: \_\_\_\_\_

\_\_\_\_\_

7. Entrance/Ticket Fee, if any: \_\_\_\_\_

8. Specific stage and equipment preferences to be supplied by MSU: \_\_\_\_\_

\_\_\_\_\_

9. Special Requests of Speaker/Artist or Sponsoring Group: \_\_\_\_\_

\_\_\_\_\_

10. Amount of Compensation Payable to Speaker/Artist: \_\_\_\_\_

11. Speaker/Artist shall be paid by check immediately following the engagement, subject to receipt by MSU of a fully-executed Agreement not less than ten (10) business days prior to the date of the engagement. If a fully-executed Agreement is not received ten (10) business days prior to the engagement, a check will be mailed to the Speaker/Artist at the address provided below within fifteen (15) business days after the engagement.

12. Speaker/Artist and its agents, representatives and employees agree to comply with the rules, regulations of MSU (<http://trustees.msu.edu/ordinances/>) and all applicable local, state and federal laws both during the performance and

otherwise while on campus. This includes, but is not limited to MSU's Ordinance 18.00 prohibiting firearms and weapons on campus, Policy on Sexual Harassment and Anti-Discrimination Policy.

13. Speaker/Artist, and Speaker/Artist's Agent, representatives and employees are prohibited from provoking crowd disorder by any means, including by encouraging the audience to light matches or cigarette lighters or approach or come on to the stage.

14. Speaker/Artist and its agents and representatives are prohibited from appearing in public on MSU's campus with an open alcoholic beverage or a controlled substance. No alcoholic beverage or controlled substance may be brought into University facilities. MSU may not use funds for the purchase of alcoholic beverages for Artist or otherwise in connection with this Agreement.

15. No pyrotechnic devices shall be used without the prior express written consent of MSU. Any such device shall be subject to applicable fire laws and shall be administered by a person with professional experience in pyrotechnics. Speaker/Artist shall be responsible for obtaining all applicable permits.

16. Speaker/Artist and its agents and representatives agree to comply with all MSU traffic ordinances (<http://trustees.msu.edu/ordinances/>), including those prohibiting vehicles from parking on campus grounds or sidewalks without the prior written consent of MSU.

17. Speaker/Artist agrees to perform a complete and thorough sound check at the time and place specified by the event venue and technical staff. Technical staff will work with Speaker/Artist to attain the highest possible quality sound for the venue. Speaker/Artist agrees to maintain throughout the performance sound levels within the range allowable by Michigan law.

18. MSU may cancel the engagement and terminate this Agreement upon the occurrence of any of the following events:
- If, prior to the date of the engagement, Speaker/Artist is charged or arrested in connection with any crime or the violation of any ordinance, statute, law or similar governing regulation (excluding minor traffic or parking citations).
  - If the Speaker/Artist is deemed to be under the influence of intoxicating beverages or drugs, or is unable, as determined in the sole and reasonable discretion of MSU, to perform in a professional manner.
  - Artist is not present and ready to perform at the scheduled starting time; provided, however, that, in lieu of terminating, MSU may reduce Artist's compensation by a prorated amount for each fifteen (15) minutes delay.
  - If, for any reason other than those listed in Paragraph 19 hereof, Speaker/Artist or its agents or representatives inform MSU that Speaker/Artist is unwilling or unable to appear or perform as scheduled.
  - If Speaker/Artist or its agents or representatives fail to comply with any other terms of this Agreement.

If MSU cancels the engagement or terminates the Performance Agreement for any of the foregoing reasons, any deposit paid to Speaker/Artist or Agent shall be returned to MSU, MSU shall have no further liability to Speaker/Artist or Agent and Speaker/Artist and Agent shall be jointly and severally liable to MSU for all bonafide out-of-pocket expenses incurred by MSU in connection with the engagement. Speaker/Artist and/or Agent shall reimburse MSU for such out-of-pocket expenses within 30 days of receipt of an invoice from MSU.

19. Neither Speaker/Artist, Agent, Sponsoring Group nor MSU shall be liable for the failure to appear, present or perform if such failure is caused by or due to acts of God, regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, or any other cause beyond their control (which, for Speaker/Artist and Agent, shall not include any causes identified in Paragraph 18 hereof). If Artist fails to appear or perform as scheduled for any of the foregoing reasons, MSU shall be relieved of its obligation to pay Artist.

20. MSU shall provide the performance space and equipment for Speaker/Artist indicated in Paragraph 8 of this Agreement, all of which shall be in good working order. Speaker/Artist shall be responsible for any property or equipment damage, other than normal wear and tear, caused by Speaker/Artist or its agents, employees or representatives. Repair or replacement costs shall be deducted from the payment due to Speaker/Artist under this Agreement.

21. MSU and the Sponsoring Group request \_\_\_\_\_ complimentary tickets to the engagement.

22. Speaker/Artist agrees not to accept any engagement of any sort or kind within thirty (30) days prior to or after the scheduled date of the event at any venue that is within a sixty (60) miles radius of MSU's East Lansing, MI campus.

23. Speaker/Artist shall be permitted to sell compact discs, cassettes, t-shirts, posters and other merchandise preceding, during or following the engagement at a location designated by MSU, in its sole discretion. Speaker/Artist agrees to pay the Sponsoring Group twenty five percent (25%) of the gross sales of any merchandise sold at MSU. Speaker/Artist is responsible for the payment of all applicable taxes.

24. MSU reserves the right to make public announcements prior to and during the engagement for the purpose of enforcing fire, safety, and public assemblage laws and ordinances.

25. Speaker/Artist shall be liable for all copyright royalties and fees associated with its performance. Speaker/Artist agrees to hold MSU, its trustees, officers and representatives and the Sponsoring Group harmless against any and all costs, losses, damages, attorney fees and/or claims of infringement or violations of any copyright or proprietary right arising out of Speaker/Artist's engagement at MSU.

26. Each party agrees to indemnify and hold harmless the other party and its board members, officers, employees, agents and students from any claims, liabilities, losses, damages and expenses (collectively "Claims") asserted against the other party and arising out of the indemnifying party's negligence, willful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under this agreement, excluding any such Claims to the extent arising from the indemnified party's negligent acts, willful misconduct or breach of this agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.

27. This Agreement constitutes the entire agreement between the parties and no representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Agreement. This Agreement may not be amended except in writing signed by the parties.

28. The parties agree that the laws of the State of Michigan shall govern the interpretation and legal effect of this Agreement.

29. By signing below, Agent represents and warrants that it has full and binding legal authority to act on behalf of Speaker/Artist, including the power to sign this Agreement. Agent assumes full liability to MSU for any alleged act or omission of Speaker/Artist and shall be fully liable to MSU if Speaker/Artist shall fail or refuse to perform fully hereunder.

Now, intending to be bound, the parties hereto have executed or caused their duly authorized representatives to execute this Agreement.

ARTIST/AGENT

MICHIGAN STATE UNIVERSITY

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Vice President for Finance and Treasurer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Address: \_\_\_\_\_

Department of Student Life

\_\_\_\_\_

Student Group Representative

Phone: \_\_\_\_\_

Office of the General Counsel

Copy of W-9 Form Attached \_\_\_\_\_