

COLUMBIA UNIVERSITY

IN THE CITY OF NEW YORK

COLUMBIA COLLEGE AND THE FU FOUNDATION SCHOOL OF ENGINEERING AND APPLIED SCIENCE

DATE

ORGANIZATION

PERFORMER(S)/SERVICE

This agreement is hereby made the above stated date between _____
(Organization – Columbia University Student Activities Group) and _____
(Performer(s)/Service, Independent Contractor, the "Payee"). The following is mutually agreed upon between the two parties.

The Organization hereby agrees to engage the Performer(s)/Service and the Performer(s)/Service hereby agrees to perform/serve the engagement hereinafter provided upon all the terms and conditions herein set forth.

1. Place of Performance/Service: _____
2. Day and Date of Performance/Service: _____ / _____ / _____
Arrival Time: _____ AM _____ PM
Sound Check Time: _____ AM _____ PM
Performance Time: _____ AM _____ PM
3. Performer(s)/Service Fee \$ _____ No Deposits or Advance Payments are made prior to the completion of the performance/service. Payment is made by University check. Approximately twenty business days are needed to process payment upon receipt of a signed contract, therefore, payment is not guaranteed on the night of the performance.
4. Price of Tickets: \$ _____
5. Type of Entertainment/Service: _____
6. The Organization agrees to provide: _____

7. The Performer(s)/Service agrees to: _____

8. The Organization reserves the right to either cancel the engagement or to renegotiate the fee with an appropriate reduction if substitutes appear for any or all the principals constituting the Performer(s)/Service or if some, but not all, of the principals constituting the Performer(s)/Service appear.
9. The Performer(s)/Service shall conform with the laws and regulations of the University, the City of New York, and the State of New York, and thus agreement shall be governed by the laws of the State of New York. The Performer(s)/Service shall provide such information and shall execute and deliver such additional forms and agreements as shall be necessary to comply with regulations and procedures of Columbia University.

OFFICE OF STUDENT DEVELOPMENT AND ACTIVITIES

515 Lerner Hall Mail Code 2601 2920 Broadway New York, NY 10027 212-854-3611 Fax 212-854-6972 activities@columbia.edu

10. Should the engagement be canceled or postponed for any reason in the Organization's discretion, this agreement shall be terminated automatically, subject to renegotiation between the parties. The Organization shall not be liable for any fee or damages in the event of such termination.
11. Should the agreement above specified be canceled or postponed by the Performer(s)/Service for any reason other than an Act-of-God, the Performer(s)/Service agree to reimburse the Organization its bona-fide out-of-pocket expenses immediately upon presentation to the Organization of a certified statement of such expenses.
12. The Performer(s)/Service is an independent contractor and not a University employee. The University will not withhold taxes from payments made to the Performer(s)/Service and will not provide fringe benefits to the Performer(s)/Service. Unless otherwise agreed to in writing, the Performer(s)/Service is not an agent of the University and is not authorized to act for or on behalf of the University.
13. Except insofar as disclosed in the space provided below, *if the Performer/Service is an individual*, the Performer represent that he/she is not otherwise a University employee or related to a University employee; *and if a firm* (e.g., corporation, partnership), the Performer/Service represents that no principal of the firm is related to a University employee and no University employee has a direct or indirect interest in the firm. 14. This agreement is not binding on the Organization of Columbia University until accepted in writing by Columbia University.
15. The Performer(s)/Service acknowledge that they have examined the site of the proposed Performance/Service and are solely responsible for determining the suitability of such a site for their Performance/Service. Neither Columbia University nor the Organization makes any representation as to the fitness of the site for any purpose or activity.
16. Concurrently with their execution of this Agreement, the Performer(s)/Service shall provide to the University a description of the nature of their Performance/Service, and a list of all equipment or other items to be used in the performance/service, and the Performer(s)/Service shall not bring any other equipment or other items, other than personal effects, onto the University's property.

MAKE CHECKPAYABLE TO:

NAME: _____

ADDRESS: _____

TELEPHONE: _____

SS#: _____

(if payable to individual)

TAX I.D. #: _____

(if payable to company)

SIGNED BY:

Representative of Performer Date

Representative of Organization Date

APPROVED AND ACCEPTED:

Office of Student Activities Representative/Date
For Columbia University

Visa# or Alien Registration #: _____
(if non-U.S. citizen)