

MORAVIAN UNIVERSITY AGREEMENT

This AGREEMENT made **DATE** by and between MORAVIAN UNIVERSITY (hereinafter referred to as 'the University'), party of the first part; and **CONTRACTOR/ARTIST NAME** (hereinafter referred to as '**CONTRACTOR/ARTIST**'), party of the second part.

WITNESSETH:

In consideration of the mutual promises and covenants contained herein, the parties hereto do agree as follows:

1. **Contractor/Artist** agrees to provide **EXPLANATION OF SERVICES**. Said services are to be executed in the following location on **DATE** at **LOCATION**, Moravian University, 1200 Main Street, Bethlehem, PA 18018.
2. **Contractor/Artist** agrees to be prepared to begin said services promptly at **TIME** meaning that Contractor should arrive no later than **TIME**. Event is set to conclude at **TIME**.
3. The University agrees to pay **Contractor/Artist**, in consideration for said services, a sum of **TYPE OUT DOLLAR AMOUNT IN WORDS \$X.XX** payable by check following the performance upon the receipt of the executed contract and W-9.
4. **Contractor/Artist** agrees to indemnify the University and will submit insurance certificate naming the University as Additional Insured. It is agreed and understood by the University and the **Contractor/Artist** that the **Contractor/Artist** shall carry sufficient insurance coverage to cover any and all liabilities which may occur as a result of the **Contractor's/Artist's** actions during their stay or performance, and the **Contractor/Artist** further agrees to hold the University harmless from these damages.
5. **Contractor/Artist** will set up their own equipment prior to the required start time without the University's event management assistance. The University will supply **Contractor/Artist** with access to electrical & data outlets, and other items as specified.
6. It is specifically understood and agreed that the **Contractor/Artist** herein is acting solely as an independent contractor, and not in any way as an agent, servant or employee of the University.
7. The agreement of the **Contractor/Artist** to perform is subject to proven detention by sickness, accidents, riots, strikers, epidemics, acts of God, or any other legitimate condition beyond the **Contractor's/Artist's** control. It is further agreed that the University shall not be liable for payment in the event that the **Contractor/Artist** fails to perform for whatever the reason. The **Contractor/Artist** is liable for all cost incurred by the University in the event the **Contractor/Artist** fails to perform (subject to proven detention).
8. The University shall retain the right to photograph the performance for publication in and for its student publications, including but not limited to the University's yearbook, Student Newspaper and any other University publication.
9. If this contract is cancelled by the **Contractor/Artist** within the terms of the cancellation clause contained herein, the **Contractor/Artist** agrees, at the University's option, to reschedule performance at the earliest possible date convenient to both parties under the terms of this contract. The decision whether or not to reschedule is at the sole discretion of the University.
10. This contract shall be construed and governed in all respects according to the laws of the Commonwealth of Pennsylvania.

(CONTINUED ON PAGE 2)

11. No oral representative, warranty, condition or agreement of any nature whatsoever shall be binding upon the parties hereto unless incorporated into this agreement. This contract, along with any addendum, contains all the terms and conditions agreed to by the parties hereto, and may not be amended other than in writing.
12. Moravian University does not discriminate in admission, employment, access, or contracting by race, color, religion, age, gender, gender identity, national origin, ancestry, handicap, sexual orientation, political affiliation, status as a protected veteran, or any characteristic against which discrimination is prohibited by applicable law, and operates on a nondiscriminatory basis throughout the institution. This policy is in accordance with the State law including the Pennsylvania Human Relations Act and with Federal law, including Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990.

CONTRACTOR/ARTIST:

Moravian University:

By: _____

By: _____

CONTRACTOR/ARTIST

Mark F. Reed

Address

Vice President for Finance & Administration

City, State Zip

Moravian University

Phone

1200 Main Street

Bethlehem PA, 18018

Date Signed: _____

Date Signed: _____