

Student Government Association
SUNY College at Old Westbury

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The Student Government Association of the SUNY College at Old Westbury (“SGA”), hereinafter referred to as “Purchaser”, hereby engages and hires Performer(s) and/or Vendor for the engagement and time period as described below. Performer(s) or Vendor(s) hereby agree(s) to perform as contracted for the agreed upon price and/or fee of _____.

Name of Performer/Vendor: _____

Location of Performance(s)/Event: _____

Date of Performance(s)/Event: _____

Time of Performance(s): _____

Rehearsal Time/Set-up Time: _____

Performance Requirements (electric, staging, hospitality, etc.): _____

Price/Fee Payable to: _____

Federal ID # or Social Security #: _____

Sound Requirements: _____

Lighting Requirements: _____

Other _____

Purchase Order Number: _____

Description of Services to be Provided: _____

Upon full performance of services listed above, the Student Government Association of SUNY College at Old Westbury hereby agrees to pay performer/vendor the agreed upon fee, by SGA check, immediately following performance or as soon as check is available from the accounting department, unless otherwise noted herein.

In the event the performer fails to appear or to perform for any reason other than those set forth below, the performer shall reimburse the SGA for all costs incurred by SGA related to the scheduled appearance. Such reimbursement shall be due upon presentation of a statement of said costs to Performer/Vendor by SGA.

Performer/Vendor may not substitute a different performer without prior written consent of the SGA. SGA

reserves the right to cancel the performance. Guests of the Vendor/performer who are not SUNY College at Old Westbury students or staff, (“off-campus guests”) shall not be permitted to attend the performance or be present on campus without prior written approval from the Center for Student Leadership & Involvement. Requests for off-campus guests (“entourage”) must be submitted in writing to the director of CSLI via email to mccloughlins@oldwestbury.edu no less than (5) business days in advance of the date of performance. Full legal names must be provided, and the guests are required to show photo identification upon entry. The College reserves the right to refuse entry to performers/guests if they are under the influence of drugs or alcohol. This will be considered a breach of contract and payment will not be rendered. Conduct and content of performance is expected to be appropriate to the college educational setting.

Guests/performers are required to obtain a parking pass at University Police upon arrival to campus. Vendors/performers and guests shall comply with all parking and driving rules and regulations while at the SUNY Old Westbury Campus.

SGA reserves the right to withhold payment upon breach of any term condition of this contract pending determination of damages. All payments from SGA will be in the form of a business check. A current true signed form W9 for vendor/performer shall be submitted with this contract.

It is understood that this agreement is binding on both parties and cannot be cancelled except as follows: SGA and Performer mutually agree that either party may cancel this contract due to an Act of God or any other legitimate conditions beyond the control of the SGA or the Performer. In the event one or more performers are unable to perform due to sickness, accident, or any other reason beyond his/her control the performer agrees to furnish substitute date at the same fee within six months of the agreed upon date.

INDEMNITY

Performer/Vendor to the fullest extent permitted by law, shall indemnify and save and hold the SGA, SUNY College at Old Westbury, its trustees, officers, employees, agents and the State of New York (collectively, the “Indemnitees”), harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges, and expenses, including, without limitation, reasonable attorney's fees and disbursements, which may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following occurring during the term of the agreement:

- (a) infringement upon any copyrights and/or improper use or interference with the intellectual property or other intangible property rights of others resulting from the acts and/or omissions of the Artist its agents, directors, officers and employees in performing or promoting his performance under this agreement.
- (b) personal injury (including death at any time resulting therefrom), or damage to any person or property occurring as a result of the reckless, negligent, and/or intentional acts and omissions of the Performer/Vendor its agents, directors, officers and employees, except to the extent such injury is caused by the reckless, negligent, and/or intentional acts and omissions of SGA, SUNY College at Old Westbury, the State of New York s their agents, directors, officers and employees.
- (d) Any failure on the part of Artists to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement on its part to be performed or complied with.

PURCHASE ORDER CONFIRMATION/DUAL-SIGNED CONTRACT

No contract will be accepted less than (30) days prior to the date of an event. Contract must have a purchase order number, or it is not considered valid. Purchase order number assigned by the SGA and approved by its Business Manager & Advisor confirms availability of funds. Contracts must be dual-signed by both parties prior to the event. Contracts signed after the date of services/event date or found to be post-dated will not be honored.

VENDOR ACKNOWLEDGEMENT

A corresponding contract signed by other than an officer of the executive board of the SGA, or by its' advisor, Suzanne McLoughlin is invalid and voidable. No other employees have the authority to bind SUNY Old Westbury SGA to a contract, purchase order or agreement, promise to pay, sale or trade-in, contractual change or relief, lease or rental agreement, or purchase order modification, addition, or deletion. Any such improper obligation is voidable at the discretion of the SUNY Old Westbury Student Government Association.

INSURANCE

A certificate of insurance naming SGA and the State University of New York and SUNY Old Westbury as additional insureds shall be delivered to the director of the Center for Student Leadership & Involvement within (5) days prior to event date. Liability coverage must be for a minimum of \$1,000,000 per occurrence. In the event a sole proprietor *does not* carry liability insurance, undersigned agrees/understands SGA is not responsible for ANY lost, stolen, damaged equipment and will not replace or repair personal property

NO SUBSTITUTION/ASSIGNMENT:

This Parties recognize that the Performer's performance provided for herein is unique. As such Performer shall not assign this contract and may not substitute another Performer in the event the contracted Performer is unable to perform without the prior written consent of the SGA. Any unauthorized assignment of this Contract shall be void and constitute a material breach of this Contract which shall entitle SGA to immediately terminate this Contract without notice. Notwithstanding the foregoing, Performer may substitute accompanying musicians.

MUNICIPAL AND CAMPUS REGULATIONS

Performer and any of its agents, servants, employees shall comply with all laws, ordinances, rules, regulations and requirements of federal, state and municipal governments and of all their departments, divisions, bureaus and subdivisions applicable thereto including the STATE OF NEW YORK, STATE UNIVERSITY OF NEW YORK, and all campus regulations of the SUNY College at Old Westbury. Performer shall be solely responsible for the cost of such compliance and shall assume all liability for all compliance with all applicable municipal regulations and for payment of all applicable taxes.

WORKERS COMPENSATION:

Performer shall be solely responsible provide any workers compensation insurance coverage as may be required by law and shall be solely responsible for payment of all premiums for such workers compensation coverage.

APPLICABLE LAW:

This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

FORUM AND VENUE OF DISPUTES:

Disputes involving this contract, including the breach or alleged breach thereof, shall **not** be submitted to binding arbitration except where statutorily authorized but must, instead, be heard in a court of competent jurisdiction of the State of New York

AMENDMENT AND MODIFICATION

This Contract may not be changed, modified or amended orally nor may any provisions be waved orally. No change, modification, amendment or waiver shall be effective unless the same be in writing and duly signed by the party against whom the change, modification, amendment or waiver is to be enforced. No waiver by either party of any breach of any provision or condition of this Contract shall be deemed a waiver of any other provision of this Contract. The failure of SGA to terminate this Contract, declare default, take an action to seek damages or enforce any provision of this Contract against the Performer upon the breach or failure of the Performer to perform, shall not constitute a waiver by SGA of any provision of this Contract.

ENTIRE AGREEMENT

This Agreement and any Exhibits incorporated herein constitutes the entire Agreement between the parties and supersedes and replaces all prior oral Agreements between the parties relating to the subject matter.

Agreed and Accepted

Student Government Association (print)

Date

Student Government Association (sign)

Performer (print)

Date

Performer (sign)

Address

Address

Contact Number

Email

SGA Advisor/Director, CSLI (print)

Date

SGA Advisor/Director, CSLI (sign)

FOR OFFICE USE ONLY:

Sponsoring Club/Organization _____

Budget Line for Payment _____

Purchase Order Number _____

Check Number _____

Note: SGA and its subsidiary clubs are constitutionally required to provide completed contracts for director review no less than one month prior the date of the event. Page 4/4 Revised 9.12.18 SM