



Guest Performer Agreement

This Agreement is between Idaho State University, herein referred to as "ISU", and _____, hereinafter referred to as the "Guest Performer."

Guest Performer Information:

Name:
Point of Contact:
Address:
City, State Zip:
Phone:
Email:
Payment Details:

ISU Department and Contact Information:

Department:
Point of Contact:
Phone:
Email:

- 1. Purpose:** The purpose of this Agreement is to formalize the understanding between ISU and the Guest Performer concerning the event:
- 2. Services:** The Guest Performer agrees to perform the following services:
- 3. Date(s) of Service:**
- 4. Consideration:** ISU agrees to pay Guest Performer a total of _____ USD for satisfactory completion of the Services listed above.
- 5. Equipment:** Unless otherwise agreed by the parties in writing, Guest Performer shall provide all necessary equipment for the performance at Guest Performer's sole expense. No additional costs for items or services will be borne by ISU without its prior written consent. Guest Performer shall be prepared to begin the performance at the date and time set forth in the Agreement, and any required set up shall be completed by Guest Performer in advance of that date and time.
- 6. Relationship of the Parties:** Guest Performer is an independent contractor and not an employee of ISU for purposes of this Agreement. Each of the parties will be solely and entirely responsible for its own acts and/or the acts of its employees or agents. No benefits provided by ISU to its employees, including unemployment and workers' compensation insurance, will be provided to the Guest Performer or Guest Performer's employees.
- 7. Warranty:** Guest Performer represents and warrants that neither the event nor any materials provided in connection with the event will infringe or violate the copyright, patent, trademark, trade secret or any other right of any third party, and no additional permissions, clearances, assignments, or licenses are necessary to give full effect to the provisions of this Warranty.
- 8. Release:** Guest Performer agrees that ISU employees or agents may produce photographs, videotapes, or images of Guest Performer and audio or video recordings of the event. By signing below, Guest Performer gives to ISU an irrevocable, royalty-free, non-exclusive license to use, display, publish, exhibit, and distribute all or portions of the photographs or images for non-commercial purposes, including promotion of the university and recruitment. Aside from the rights explicitly granted herein, ISU shall have no claim or rights to Guest Performer's likeness, life story, trademarks, copyrights, or other intellectual property.

9. University Policy: Guest Performer agrees to follow all university policies and instructions while on ISU property. If ISU, in its sole determination, believes the Guest Performer or Guest Performer's representatives appear to be under the influence of alcoholic beverages or other controlled substances, or exhibit behavior, conduct, or acts that would reflect negatively upon ISU, or are socially unacceptable as determined by ISU, then ISU shall have the right to terminate this Agreement, cancel the performance, and have the offender(s) removed from the premises with no liability whatsoever.

10. Trademarks and Logos: Both parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark, or logo of the other party without first obtaining the prior written consent of the other party.

11. Cancellation: Guest Performer shall notify ISU at least thirty days prior to the event of any cancellation. In the event failure to perform is beyond Guest Performer's control, Guest Performer shall return any fee or deposit already paid by ISU, but shall not be liable for any additional costs, charges, or expenses.

ISU may cancel Guest Performer from the event upon written notice if Guest Performer engages in any conduct that a reasonable person would believe brings the Guest Performer into general public disrepute, contempt, scandal or ridicule, or that shocks, insults or offends the public and which a reasonable person would believe would have the effect of reflecting unfavorably upon the Guest Performer's or ISU's reputation if the event continues. ISU's decision to terminate hereunder must be exercised, if at all, not later than 90 days after the facts giving rise to such right are brought to ISU's attention, but in no event later than the event date. Upon termination under this clause, Guest Performer will not be entitled to any compensation and will return or reimburse any funds already paid.

12. Force Majeure: Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the Agreement impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts of God; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; fires; floods; riots; terrorist acts; or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition.

13. Entire Agreement: This Agreement constitutes the entire agreement between the parties as to performance of the services, and replaces and supersedes any other agreements, correspondence or other discussion between the parties, whether or not any of the foregoing have been reduced to writing. No modification of this Agreement is effective unless it is in writing and signed by both parties. The parties may agree to attach a contract rider to this Agreement with additional details of the Services, however any legal terms added in the rider are void unless specifically agreed upon by ISU.

14. Miscellaneous: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Idaho. This Agreement may not be assigned without the written consent of the other party. Any signed document transmitted electronically shall be considered an original document and shall have the binding and legal effect of an original document.

Note: Guest Performer must provide a signed W9 provided before payment will be processed. If Guest Performer is a Non-Resident Alien, payment is subject to withholding in accordance with IRS 1042 reporting requirements.

To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the dates set forth below.

Guest Performer: _____ Date: _____

Approved ISU Signatory: _____ Date: _____

Agreement Invalid unless signed by both parties