

SPEAKER/PERFORMER AGREEMENT

This agreement (“Agreement”) is made and entered into as of the ____ day of _____, 20 ____ by and between Babson College on behalf of _____ (the “College”) and _____ (the “Performer”) for the personal services (the “Event”) of the Performer. In consideration of the agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The names of members of Performer: _____.
2. The name and location of the Event: _____.
Rain Location: _____.
3. Certain details regarding the Event: Type of Event: _____.
4. Date of Engagement: _____.
Start/Finishing times: _____.
Duration of Event: _____.
Performance breaks: _____.
The Performer will arrive at Event location for set-up at: _____.
5. In consideration of the Event performed by Performer pursuant to this Agreement, the College shall pay to Performer in US dollars the sum of \$ _____ following the conclusion of the Event, and in all cases within 35 days following the conclusion of the Event. Payment will be made by a College check or in such other form as the College may require payable to: _____ less all applicable state and federal income tax and withholding amounts. In the event Performer shall offer for sale any merchandize in connection with this performance, the Performer shall pay promptly to the College an amount equal to _____ percent of total sales of all merchandize sold, except Performer shall be entitled to keep 100% of the total sales of all DVD and CD sales. Performer shall have the entire responsibility for all staffing of the merchandize table(s).
6. Performer represents, warrants and covenants that it shall at all times during the performance of this Agreement provide its best professional efforts.
7. The College shall have 100% control over all announcements, advertising and other promotion relating to the Event. In connection with the Event, Performer hereby grants to College permission to use, publish, copy and redistribute the name of Performer and/or Artist, likeness, biography and other marketing materials and information provided to College by Performer at no cost. In addition, College may film, photograph and otherwise record Performer in connection with the Event and Performer hereby grants to College an irrevocable, fully paid up license to use and/or display in whole or in part such recordings in connection with the nonprofit, educational and/or research purposes of the College.
8. The status of Performer shall be that of an independent contractor and not that of any employee, agent or other partner of the College. The Performer shall have no power or authority to act on behalf of the College or in its name or to bind the College, either directly or indirectly, in any manner.
9. The Performer agrees to defend, indemnify and hold harmless the College, its corporations, trustees, officers, employees, students and agents (collectively, the “Indemnities”) from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees and expenses (collectively, “Losses”) of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnities relating to, arising out of or in connection with this Agreement. The Performer hereby releases and forever discharges the Indemnities from any and all Losses relating to, arising out of or in connection with this Agreement.
10. The Performer shall comply with all municipal, state, and federal laws and regulations applicable to the performance of Performer under this Agreement. The Performer shall carry adequate liability, property, workers’ compensation, umbrella and other insurance of a kind and in an amount generally carried by persons engaged in the same or a similar kind of business similarly situated, unless, in any case, other types of insurance or higher amounts are required by the College. The Performer shall supply to the College a certificate(s) of insurance evidencing the same in a form reasonably satisfactory to the College.
11. Termination of this Agreement by the Performer must be made at least thirty (30) days prior to the date of the Event. If Performer shall terminate this Agreement within thirty (30) days prior to the date of the Event, Performer shall be liable for all costs and expenses incurred by the College relative to this Agreement prior to notification of termination.
12. Any delay or failure of either party in the performance of its obligations under this Agreement shall be excused if and to the extent caused by war, acts of God, strikes, fire, flood, court order, regulatory or statutory change or other similar cause

beyond the reasonable control of such party, provided that (i) written notice of such delay or suspension is given by such party to other party within 72 hours of such event, which notice shall set forth in detail the nature of each delay; (ii) such party shall use all commercially reasonable efforts to minimize the extent of such force majeure delay; and (iii) additional expense or other adverse financial conditions shall not be deemed force majeure. Upon receipt of such notice, to the extent practical and accepted by the aggrieved party, the time for the affected party's performance shall be extended for a period of time reasonably necessary to overcome the effect of such delay and the aggrieved party's sole remedy shall be reimbursement for the additional cost of such delays; provided, further that if such delay by the affected party materially impairs the purpose of this Agreement, the aggrieved party may terminate this Agreement by written notice to the affected party and pursue all such remedies at law or in equity.

13. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflict of laws principles. All disputes or claims in connection with, relating to or arising from this Agreement shall be pursued in the courts located in eastern Massachusetts. Except as otherwise expressly agreed in writing by the parties, all equipment or supplies used in the Event shall be furnished by the Performer.

14. Neither the Performer nor employees, agents or representatives of the Performer shall use or be under the influence of alcohol or drugs at any time while on the campus of the College.

15. For security purposes, all persons, including without limitation, Performer and employees, agents and representatives of the Performer and personal belongings of any of the foregoing, are subject to search by College security personnel at any time.

16. This Agreement contains the entire agreement between the parties and may not be modified except in writing, signed by both parties and attached hereto. This Agreement supersedes all prior communications, understandings and agreements, whether oral or written, between the College and Performer with respect to the subject matter hereof. All exhibits, addenda, attachments and riders to this Agreement are attached hereto and made a part hereof by this reference. In the event of any conflict or inconsistency between the terms hereof and any such exhibit, addenda, attachment or rider, the terms hereof shall govern and control.

17. If during the term of this Agreement one or more events occur which give rise to an obligation or liability of either party under this Agreement, such obligation or liability shall continue notwithstanding the expiration or termination of this Agreement until each such obligation or liability is performed or paid by the respective party. For purposes of this Agreement, the term "Performer" shall also include any and all producers, artists, agents, representatives, principals, employees, officers and directors of Performer.

18. The contact information for the agent of the Performer is: _____

19. Performer shall not assign or transfer any of its obligations under this Agreement without the prior written consent of the College. Any unauthorized assignment or transfer shall be void. The Performer warrants that it possesses the legal authority to enter this Agreement and that it has taken all actions required by its procedures, bylaws or other applicable law to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Performer to its terms. Each person executing this Agreement on behalf of parties hereby represents and warrants that he or she has the authority to execute and deliver this Agreement on behalf of the party for whom he or she signs. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first written above.

BABSON COLLEGE

By: _____ By: _____
Title: _____ Title: _____
Name: _____ Name: _____