

**Union College Contract
Music Department, Union College**

Artist/Speaker

This Contract for the personal services of an Artist/Speaker, as described below, is made effective this ____ day of _____, 20____ between Union College and the undersigned Artist/Speaker, _____, whose address is _____ herein referred to as the “Artist/Speaker”.

It is mutually agreed between the parties as follows:

Name of Sponsoring Music Department Faculty Member (‘Sponsor’)

Type Of Service Provided

- _____ classroom lecture/workshop to take place on _____
- Public performance to take place on _____ (MM/DD/YY) at _____ am/pm. Artist/Speaker will have access to the venue at _____ am/pm and will have a soundcheck at _____ am/pm.
- Other (specify): _____

Place Of Engagement _____

Date & Time Of Engagement (include start and end time)

Description Of Additional Needs (e.g., sound/lights, hospitality, special equipment)

(Attach technical rider if applicable)

Unless otherwise specified, the Artist/Speaker will be responsible for providing his/her own transportation.

Additional note: _____

Total Compensation To Artist/Speaker: \$ _____

Payment will be received in the form of a Union College check. The Artist/Speaker is responsible for the payment of taxes on all monies received by the Artist/Speaker.

Note:

- No payment will be issued without the timely submission by Artist/Speaker of a W-9 or other appropriate tax form (e.g. W-8BEN for international guests) to College’s designated office.
- Payment will only be issued if the aforementioned activities occur. If the activities are unable to take place for any reason beyond the College’s control, the College will cover any non-reimbursable travel expenses directly to or from the engagement, or attempt to provide suitable activity alternatives including but not limited to: virtual teaching, rescheduling, live streaming, or recording sessions.

Additional Terms and Conditions:

1. The Sponsoring Music Department Faculty Member represents Union College and shall be responsible for communicating all aspects of the Contract with the Artist/Speaker and ensuring that reasonable instructions of the Sponsor, in regards to all aspects of the engagement, are carried out.
2. All advertising, promotion, and publicity for the engagement shall be managed and controlled solely and exclusively by Union.
3. Union shall not be responsible for any expenses associated with the travel or accommodations of the Artist/Speaker unless such expenses have been approved in writing at least ten (10) days before incurring the proposed expense.
4. The agreement of the Artist/Speaker to perform on the date(s) of engagement is subject to proven detention by sickness, accident, riot, strike, epidemic, acts of God, labor disputes, any act or order of public authority or any cause beyond the Artist/Speaker's control.
5. Union College is committed to affirmative action, equal opportunity, non-discrimination and the celebration of cultural diversity related to gender, race, creed, ethnic origin, sexual orientation, age and physical ability. Discriminatory and/or culturally insensitive language, behavior, and content are unacceptable. Union College does not support censorship, but it must insist that the Artist/Speaker thoughtfully act to reflect sensitivity to the issues listed above.
6. The Artist/Speaker agrees to abide by Union College policies as outlined by the Sponsoring Music Department Faculty Member. Among the applicable policies may be a criminal background check on which the Artist/Speaker will cooperate with Union College.
7. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of the Contract. Each provision of this Contract shall be enforced to the maximum extent permitted by applicable law.
8. Except for the contractual obligations set forth herein, neither Union College, the Music Department, nor Sponsor accepts any responsibility for the supervision, direction, nor control of the services of the Artist/Speaker under this Contract or the manner, means, and/or details by which said Artist/Speaker carries out the terms of this Contract.
9. Indemnification. Artist/Speaker shall indemnify, protect, hold harmless, and defend Union College, its Trustees, officers, and employees (collectively the "Indemnified Parties") from and against any and all claims, losses, liabilities, costs, and other expenses resulting from, or relating to, the performance, acts, or omissions of Artist/Speaker in connection with the representations, duties, and obligations of Artist/Speaker under this Agreement; provided, however, Union College shall: (i) give Artist/Speaker prompt written notice of said claim, demand, action loss, cost, damage or expense whatsoever, (ii) fully cooperate with Artist/Speaker in the defense, and (iii) not enter into any settlement without the written consent of Artist/Speaker, said consent not to be unreasonably withheld.

10. It is understood that the Artist/Speaker signs this Contract in the capacity of an independent contractor and not as an employee of Union College. The Artist/Speaker agrees to assume all liabilities normally accruing thereto.

11. This Contract and any documents incorporated specifically by reference represent the entire agreement between the parties and suspend all prior oral or written statements or agreements. This Contract may be amended only by written amendments duly executed by Union College and the Artist/Speaker.

12. This Contract shall be interpreted under the laws of the State of New York without regard to choice of law principles. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Schenectady County, New York State.

In Witness Whereof, the parties hereto caused this Contract to be executed on the date set forth below their signatures.

*Union
College* **The Trustees of Union College in the
Town of Schenectady in the State of
New York a/k/a Union College**

*Artist/
Speaker* _____

by _____

name _____

its _____

address _____

address 807 Union Street
Schenectady New York 12308-3103

phone 518-388-6000

email _____

date _____

by _____

name _____

its _____

address _____

address _____

phone _____

email _____

date _____

Please send the fully executed copy of this contract to contracts@union.edu.