

Shippensburg University Student Services, Inc. (SUSSI)
1871 Old Main Drive
Shippensburg, Pennsylvania 17257-2299

Service Agreement
For Speakers/Lecturers or Performers/Artists (\$1,001 and Up)

This service agreement, entered into by and between **Shippensburg University Student Services, Inc.** hereinafter referred to as the “Purchaser” and _____ hereinafter referred to as “Service Provider” on _____, is to contract and confirm the services of:

Name:

Address:

Phone:

E-mail:

Check Payable To:

Social Security # of Federal EIN #:

Service Provider will attach a W-9 with completed Service Agreement.

Date(s) of Event: _____

Time of Event: _____

Performance Time: _____

Location of Event: _____

Nature of Event (i.e. Musician, Comedian, Lecture & Topic, etc.): _____

Fee: _____

(All payments will be made by SUSSI check made payable immediately after the performance.)

Contract Terms

The following additional terms and conditions are incorporated in and are part of the Service Agreement:

1. PURCHASER agrees to furnish, at its sole cost and expense, all that is necessary for the proper presentation of the performance(s) and if required by SERVICE PROVIDER, any and all rehearsals; therefore, including but not limited to:

- a. Equipment, materials, labor, licenses, permits, including, but not limited to, a suitable venue (well-heated, lighted, clean, and in good order), a public address system in working condition (including microphone(s) in number and quality as required by SERVICE PROVIDER) when advanced to PURCHASER and clean, well-lighted dressing room(s)/area(s) when available;
 - b. All stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and or required by national or local union(s) to take in, hang, work and take out all materials required for the Performance(s), including, but not limited to, scenery, properties and baggage;
 - c. Any musicians and musical contractors, as may be required by any national and local union(s) in connection with the Performance(s), and any rehearsals; therefore, provided, however, that SERVICE PROVIDER shall have the right to name such musical contractor and to approve such musicians;
 - d. All lights, tickets, house programs, licenses, including, but limited to, any performing rights licenses, special police and security, ushers, ticket sellers, and ticket takers;
 - e. Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis and PURCHASER shall pay for all necessary expenses in connection with such required advertising and publicity.
2. PURCHASER will comply professionally with SERVICE PROVIDER directions regarding the arrangement of stage décor and settings for the Performance(s).
3. In conjunction with PURCHASER'S designated representative(s), SERVICE PROVIDER will share control over the production, presentation, and performance of the Performance(s), including but not limited to, the details, means, and methods of the performances of the performing artist hereunder. SERVICE PROVIDER will share as sees fit to designate and change, at any time, the performing personnel.
4. The Performance(s) to be furnished by SERVICE PROVIDER shall receive billing in such order, form and size, and prominence as directed by SERVICE PROVIDER.
5. PURCHASER will comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER or SERVICE PROVIDER, or otherwise used in the Performance(s).
6. PURCHASER photographs all events at their venues and allows the University media organizations access to events for photographs and interviews with the campus newspaper, radio station and student television station. PURCHASER requests that SERVICE PROVIDER be allowed to take photographs for non-reproduction purposes only and that student media allowed to take photographs for news reporting purposes only.
7. SERVICE PROVIDER will have the right to sell souvenir programs, and other merchandise, including audio recordings in any and all formats and media in connection with, and at the Performance(s) based on 80/20 Artist Sells and 100% for recorded music.
8. PURCHASER agrees that SERVICE PROVIDER may cancel the Performance(s) with thirty-(30) days notice to the PURCHASER. Any cancellation after thirty-(30) days will require that SERVICE PROVIDER reimburse PURCHASER for all funds used to promote/advertise, coordinate and execute the Performance(s) including deposits, production and personnel costs.
9. In the event that PURCHASER fails or refuses fully to perform any of it's amended obligations hereunder, including but not limited to timely making any payments required by this Agreement:
 - a. SERVICE PROVIDER, in its sole and exclusive discretion, may immediately terminate this agreement
10. In the event of an alleged material breach of this Agreement by SERVICE PROVIDER, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to all out-of-pocket expenses directly incurred by PURCHASER relating to the Performance, including all out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages.
11. PURCHASER does not do deposits. Payment will be made by SUSSI check at the conclusion of the event.

12. Force Majeure

- a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable or unsafe: death, illness of, or injury to SERVICE PROVIDER or a member of SERVICE PROVIDER'S immediate family, any of the SERVICE PROVIDER'S musician's or key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by SERVICE PROVIDER; fire threat(s) or acts of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within SERVICE PROVIDER'S reasonable control; inclement weather; and/or any similar or dissimilar cause beyond SERVICE PROVIDER'S reasonable control, if artist is able, ready and willing to perform.

13. PURCHASER is adequately insured and no additional insured's will be added.

14. PURCHASER shall indemnify, protect and hold SERVICE PROVIDER, individual members of SERVICE PROVIDER, SERVICE PROVIDER managers, accountants, attorneys, agents and their respective contractors, employees, licensees, and delegates (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorney's fees) arising out of or in connection with the Performance, including but not limited to:

- a. Any claim, demand, or action made by a third party, as a direct or indirect consequence of the Performance;
- b. Any and all loss, damage and/or destruction occurring to SERVICE PROVIDER'S and/or their respective employee's, contractors', or agents' instruments and equipment at the place of the performance, including, but limited to, damage, loss, or destruction caused by forces beyond the parties control;
- c. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and
- d. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by the SERVICE PROVIDER. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to SERVICE PROVIDER, and SERVICE PROVIDER expressly agrees to such claim, deduction, or offset in writing.
- e. SERVICE PROVIDER agrees to indemnify and hold PURCHASER harmless from the same as above.

15. PURCHASER shall pay all taxes and fees incurred due to Performance(s), including amusement taxes.

16. Under no circumstances will SERVICE PROVIDER be liable to PURCHASER or any third party in contract, tort, or otherwise, for any indirect, incidental, special, consequential, punitive, exemplary, or similar damages that result from the party's performance or non-performance hereunder, including but not limited to loss of revenue or loss of profits, even if SERVICE PROVIDER has been advised of the possibility of such damages.

17. Each party represents and warrants that it has the right and authority to enter into this agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall as its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

18. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing executed by an authorized representative of each party.
19. The PURCHASER'S venues are alcohol and drug free and these substances will not be provided as a part of any riders and may not be consumed in any of the PURCHASER'S venues.
20. This agreement shall be construed in accordance with the laws of the State of Pennsylvania without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in Shippensburg, PA in accordance with the commercial rules and regulations then in effect of the American Arbitration Association. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performance(s) or any element thereof. Wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

Signatures by both parties shall be considered consent to all items and changes herein.

Adria L. Long, Executive Director
for Shippensburg University Student Services, Inc.

Date

Service Provider

Date

Hospitality, Technical & Event Requirements

1. PURCHASER will provide the following:
 - a.
 - b.
2. SERVICE PROVIDER
 - a.
 - b.
3. Additional
 - a.

[Additional information may be added as needed]

Adria L. Long, Executive Director
for Shippensburg University Student Services, Inc.

Date

Service Provider

Date