This shall serve as a Contract Agreement between The College of New Jersey, herein referred to as “the College” and the undersigned Speaker/Performer, herein after referred to as “the Speaker/Performer” for the engagement described below:

1. Type/Name of Engagement:

2. Sponsoring Organization:

3. Location of Engagement:

4. Day/Date for Engagement:

5. Starting and Finishing time of engagement:

6. Fee agreed upon:
   Speaker/Performer shall be paid by check immediately following the completion of the engagement, provided all contract obligations have been met. If not met, payment shall be re-negotiated within ten (10) business days.

7. The College shall at all times have complete supervision, direction, and control over the services of the Speaker/Performer during the engagement. Failure to comply will result in cancellation of the performance and forfeiture of payment to the Speaker/Performer.

8. If the Speaker/Performer cancels said Contract Agreement less than 7 days prior to the date of the performance, the Speaker/Performer is obligated to reimburse the College/Student Organization for expenses already incurred (e.g. publicity).

9. The College reserves the right to cancel this Contract Agreement with no obligation for payment to Speaker/Performer up until 7 days prior to the engagement when circumstances arise concerning the Speaker/Performer that the College believes pose a risk to health, safety, or security of our campus.

10. If completion of this Contract Agreement is rendered impossible due to an Act of God and any other extreme conditions beyond the control of either party, or if in the College’s sole discretion, cancellation of the event is necessary for the safety of the campus community, it is understood that there shall be no claim for damages by either party.

11. The Speaker/Performer understand and will inform all necessary parties that drinking of alcoholic beverages on campus is permitted only in the Rathskeller by those 21 years of age or older with proper identification. Permitted alcoholic beverages shall consist only of those which are sold on the premises. Furthermore, the Speaker/Performer understands that violations of this alcohol policy or possession or use of illegal controlled substances anywhere on campus, including, but not limited to the Rathskeller, Dressing Room(s), Kendall Performance Center, Student Recreation Center, or Brower Student Center, shall result in complete forfeiture of payment, and may result in the Speaker/Performer being banned form the campus, legal action, and/or arrest.

12. The College strictly prohibits vehicles from driving on the sidewalk or lawn. Violators will be held legally and financially responsible for any damages which result. Vehicles may only use roadways and park in designated parking spaces.

13. The College strictly prohibits smoking in all buildings, including but not limited to all performance space(s) and dressing room(s). Smoking is only permitted outdoors. Violators may be subject to non-payment and may not be allowed to perform at the College again.

________________________________________________________________________
Speaker/Performer Signature                Date
14. The parties agree that all security is subject to the sole and exclusive control of The College of New Jersey. The Speaker/Performer agrees that neither the Speaker/Performer nor his agent or employees will be permitted to search attendees, patrol, guard, or in any way provide security for the speaker, subject to any conditions determined by the College. The Speaker/Performer further agrees that if the Speaker/Performer anticipates or encounters any particular security needs or problems they will immediately be brought to the College’s attention by notifying the Dean of Student Life (or her designee) or the Assistant Director for Campus Police (or her designee).

15. It is agreed that if the Speaker/Performer insists upon security measures that are not agreeable to the College, the College may terminate this Contract Agreement and cancel the speaking engagement, & the College/Student Organization shall be released from any liability or damages for such cancellation.

16. Possession of weapons on campus is strictly prohibited. Violators of this prohibition are subject to immediate arrest and criminal prosecution.

17. The Speaker/Performer agrees to allow the College to audio and/or video tape the engagement (see attached waiver).

18. The Speaker/Performer shall not assign this Contract Agreement without the prior written consent of the College/Student Organization.

19. The College/Student Organization and the Speaker/Performer stipulate and agree that the venue with respect to any matters in dispute which may arise under this Contract Agreement shall be properly placed in New Jersey and that all disputes shall be resolved by suit brought before a Court in New Jersey. The College and the Speaker/Performer further agree that such suit for purposes of venue may only be initiated and maintained in Mercer County, New Jersey.

20. This Contract Agreement shall be governed in accordance with the laws of the State of New Jersey, including but not limited to the contractual Liability Act, NJSA 59:13-1, et seq.

21. The College/Student Organization and the Speaker/Performer agree that any changes, additions, or deletions to this Contract Agreement must be completed in writing, signed and agreed to by both parties.

AGREED AND ACCEPTED:
For the College of New Jersey: For the Speaker/Performer:

Signature

Speaker/Performer Signature

Date

Speaker/Performer Name (print) Date

Advisor

Speaker/Performer SS# or Federal ID#

Title

Address

The College of New Jersey
2000 Pennington Road
Ewing, New Jersey 08628-0718
Telephone: ______________________
Fax: ______________________

Telephone

Revised 4/1/02