



KEAN

**SUPPLEMENTAL TERMS AND CONDITIONS---ATTACHMENT A
TO AGREEMENT BETWEEN KEAN UNIVERSITY AND ARTIST(S), SPEAKER(S),
ENTERTAINMENT, OR ENTERTAINER(S)**

This shall serve as a Contract Agreement between Kean University, hereinafter referred to as the UNIVERSITY and the undersigned Artist(s), Speaker(s), Entertainment, or Entertainer(s) hereinafter referred to as TALENT, for use of the facilities/grounds of the UNIVERSITY for the engagement described below. The agreement does not represent an invitation by the UNIVERSITY or its endorsement of the views, opinions or statements expressed by any person associated with the event. This agreement does not preclude the sponsoring organization and the TALENT from agreeing to additional terms that do not contradict the terms and conditions expressed in this agreement and are not inconsistent with this agreement. The sponsoring organization shall promptly provide the UNIVERSITY a copy of any agreement between the sponsoring organization and the TALENT.

1. Type of Engagement: _____
2. Name of Program: _____
3. Name of TALENT (if different than Program): _____
4. Title: _____
5. Name of Sponsoring Program at UNIVERSITY: _____
6. Location of Engagement: _____
7. Day/Date for Engagement: _____
8. Proposed starting and finishing time of Engagement (Program): _____
9. Fee agreed upon _____, which shall be paid in _____ payment(s) on the following date(s) _____. The UNIVERSITY _____ is responsible for all payments stated above. The TALENT shall be paid by check from the UNIVERSITY's account, provided all contract obligations have been met. If contract obligations are not met, the UNIVERSITY reserves the right to cancel or renegotiate payment.
10. The UNIVERSITY shall at all times have complete supervision, direction and control over the contracted services of the TALENT during the engagement. Failure to comply will result in cancellation of the performance and forfeiture of payment to the TALENT.

11. If the TALENT cancels said agreement less than _____ days prior to the date of performance, the TALENT is obligated to reimburse the UNIVERSITY for expenses already incurred (i.e. publicity, security, etc.). Any deposits paid by the UNIVERSITY to the TALENT will be returned in full.
12. The UNIVERSITY reserves the right to cancel this Agreement with no obligation for payment to the TALENT up until _____ days prior to the engagement.
13. If completion of this Agreement is rendered impossible due to an Act of God or any other extreme condition beyond the control of either party, or if cancellation of the event is necessary for the safety of the UNIVERSITY community, it is understood that there shall be no claim for damages by either party.
14. The TALENT understands and will inform the necessary parties that drinking of alcoholic beverages at the UNIVERSITY is prohibited. Furthermore, the TALENT understands that violation of this alcohol policy or possession or use of other illegal controlled substances anywhere on campus shall result in complete forfeiture of payment, and may result in the TALENT being banned from the campus, legal action, and/or arrest.
15. The UNIVERSITY strictly prohibits vehicles from driving on the sidewalk or lawn. Violators will be held legally and financially responsible for any damages that result. Vehicles may only use roadways and park in the designated parking spaces.
16. Smoking at the UNIVERSITY, including e-cigarettes, is strictly prohibited in all buildings, including but not limited to all performance spaces(s) and dressing rooms(s). Smoking is only permitted outdoors. Violators may be subject to non-payment and may not be allowed to perform at the UNIVERSITY again.
17. The parties agree that all security is subject to the sole and exclusive control of the TALENT agree(s) that neither the TALENT, nor their agents or employees, will be permitted to search attendees, patrol guards, or in any way provide security for the engagement. With the prior consent of the UNIVERSITY, the TALENT may be accompanied by individuals providing personal security for the TALENT, subject to any conditions determined by the UNIVERSITY. The TALENT further agree(s) that if they anticipate or encounter any particular security needs or problems, they will immediately be brought to the UNIVERSITY'S attention by notifying the Vice President for Administration and Finance (or designee) or the Director of Campus Police (or designee).
18. Possession of weapons on campus is strictly prohibited. Violators of this prohibition are subject to immediate arrest and criminal prosecutions.
19. It is agreed that if the TALENT insist(s) upon security measures that are not in accordance with UNIVERSITY policy, procedures, or specified requirements, the UNIVERSITY may terminate the contract and cancel the engagement, and that all parties shall be released from any liability or damages for such cancellation.
20. It is agreed that if the UNIVERSITY'S security measures are unacceptable, the TALENT may terminate the contract and cancel the engagement, and that all parties shall be released from any liability or damages for such cancellation. Any deposits paid by the

UNIVERSITY to the TALENT will be returned in full.

21. The TALENT agrees to abide by all rules and regulations of the UNIVERSITY, including but not limited to those concerning the sale and/or distribution of materials.

22. The TALENT agrees to allow any and all curtain speeches deemed necessary by the UNIVERSITY.

23. The TALENT agree(s) to allow the University to audio and/or videotape the engagement or make other provisions to make the words of the speaker/performer accessible to the UNIVERSITY community.

24. The TALENT shall have the right to sell merchandise in connection with and at the performance with the UNIVERSITY receiving a 30% commission should it provide sellers or 20% should artist provide sellers.

25. The TALENT agrees that no other attractions shall appear on the same bill without the express prior written consent of the UNIVERSITY.

26. The TALENT represents and warrants that full authority has been obtained to present the program and that performance thereof will not infringe upon the copyright or any other right of any person, firm or corporation. The UNIVERSITY shall be responsible, at its own expense to defend itself against, and hereby releases TALENT from any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the TALENT, its employees, representatives, agents, independent contractors, or invitees, related to this Agreement. TALENT shall be responsible, at their own expense to defend themselves against, and hereby releases the UNIVERSITY for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of UNIVERSITY, its employees, representatives, agents, independent contractors, or invitees, related to this Agreement.

SECTION 2: GOVERNING LAW

27. This transaction shall be construed and enforced in accordance with the laws of the State of NJ, including without limitation, the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1, et seq.) and/or the New Jersey Tort Claims Act, N.J.S.A. 59:1-1. et seq. The parties agree that pursuant to the New Jersey Contractual Liability Act and Tort Claims Act, venue and jurisdiction regarding any matter pertaining to the Agreement shall be in the Superior Court of New Jersey, Law Division, Union County, and consent to same. The parties waive any claim to a venue or jurisdiction different from the foregoing.

The UNIVERSITY Terms and Conditions and NJ State College Contracts law 18A_64 shall govern the Purchase Order for this Agreement and shall supersede any and all conflicting terms and conditions stipulated in Supplier's Terms and Conditions.

28. The UNIVERSITY and the TALENT stipulate and agree that the venue with respect to any matters in dispute, which may arise under this 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 TALENT further agree(s) that such suit for purpose of venue may only be initiated and maintained in Union County, New Jersey.

SECTION 3: KEAN UNIVERSITY INSURANCE

29. As a state entity, the UNIVERSITY does not carry separate policies of general liability insurance and, therefore cannot produce a certificate of insurance. The State of New Jersey and its agencies are covered by the New Jersey Tort Claims Fund, which defends the State and its employees in tort claim matters. Any judgment arising out of the negligence of a State employee is paid out of this fund, subject to State appropriations.

The UNIVERSITY is not a political subdivision (i.e. local Board of Education or municipality) that is a “sue or be sued” public entity that carries separate policies of liability insurance.

The UNIVERSITY, as an agency of The State of New Jersey, is required by law to comply with all pertinent procurement and contracting regulations for NJ State Colleges.

SECTION 4: FINANCIAL CONDITION

30. The UNIVERSITY, as an agency of The State of New Jersey, is required by law to obtain a Certificate of Business Registration (BRC) and W9 from all TALENT and vendors who are paid by the UNIVERSITY. In accordance with this requirement, the TALENT, or his/her representative, agrees to provide a BRC and W9 to the UNIVERSITY not less than 90 days from the date payment is due.

SECTION 5: PUBLICITY CONDITIONS

31. Upon execution of the contract, the TALENT agrees to provide the UNIVERSITY with a brief description (or “blurb”) and image(s) of the TALENT for advertising and publicity purposes, including, but not limited to, bill-posting, mailing and/or distribution of postcards, flyers, brochures, press releases, and advertising in local media.

32. The TALENT agrees to provide the UNIVERSITY with all text and images to be included in playbills/programs no later than ninety (90) days prior to the first scheduled performance. This information includes, but is not limited to, cover images, photographs/headshots of individual performers (if applicable), billing requirements and/or other marketing/production information for inclusion on title page, program and/or set list, program notes (if applicable), and required TALENT biographies.

33. The UNIVERSITY reserves the right to print playbills for all events in order to recognize season subscribers and/or other major donors.

34. The UNIVERSITY reserves the right to provide free admission (or “comps”) in commercially reasonable numbers to local press without prior written approval by TALENT.

35. If requested, the TALENT agrees to be available for a brief recorded interview with the UNIVERSITY designee. Interview will be used to document the contracted performance as well as promote future arts programming by the UNIVERSITY. The UNIVERSITY agrees

to provide TALENT with all resulting raw video files as well as any completed video upon request. The TALENT hereby grants the UNIVERSITY video, audio and performance rights to use this material for promotional purposes.

36. If requested, the TALENT agrees to grant the UNIVERSITY the rights to videotape (and/or audio record) brief footage of any sound check/rehearsal and/or performance for possible integration as B-roll in TALENT interview. The UNIVERSITY agrees to provide TALENT with all resulting raw video/audio files as well as any completed video/audio upon request. The TALENT hereby grants the UNIVERSITY video, audio and performance rights to use this material for promotional purposes.

37. If requested, the TALENT agrees to be available for a brief photo call. Photographs will be used to document the contracted performance as well as to promote future arts programming by the UNIVERSITY. The UNIVERSITY agrees to provide TALENT with all resulting photographs upon request. The TALENT hereby grants the UNIVERSITY a photo release to use this material for promotional purposes.

38. If requested, the TALENT agrees to make a brief appearance at a scheduled opening night party and/or post-show reception hosted by the UNIVERSITY.

39. The TALENT agrees to provide a poster, photograph, and/or playbill autographed by the TALENT for UNIVERSITY's archives and/or lobby display.

40. The TALENT hereby grants the UNIVERSITY the right to edit the format for any and all publicity photographs to comply with University's design and style formats.

SECTION 6: AGREEMENT CONDITIONS

41. **Exclusivity Clause.** TALENT and/or their representative agree not to schedule or contract any engagement for the hereunder contracted performance at any venue within 50 miles of the UNIVERSITY for a period of not less than 60 days prior or after the performance at the UNIVERSITY.

42. This Agreement represents the entire understanding of the parties regarding the subject matter contained herein, and neither party has entered into this agreement in reliance on promises, representations, agreements, warranties or understandings except as expressly stated in this Agreement.

The UNIVERSITY and the TALENT agree that any changes, additions, or deletions to the agreement must be completed in writing, signed and agreed to by both parties.

43. The UNIVERSITY, in its programs and services, adheres to the principles of non-discrimination, affirmative action, and equal opportunity in the areas of race, creed, national origin, sex, sexual orientation, age, disability, or marital status. TALENT, in the performance of this agreement and in performance content, warrants that he or she does not discriminate on these bases either.

44. The UNIVERSITY is concerned about raising awareness and changing discriminatory attitudes and behaviors. The UNIVERSITY asks that particular attention be given to the

elimination of discriminatory language and content and urges thought and advance planning so that the performance reflects the diversity and sensitivity the UNIVERSITY is striving to achieve.

45. The UNIVERSITY reserves the right to cancel this agreement without penalty or financial compensation should the TALENT exhibit behavior at Kean University or elsewhere that violates New Jersey State Policy Prohibiting Discrimination in the Workplace: http://www.kean.edu/sites/default/files/u9/NJ_DiscriminationPolicy_Revised8_07_0.pdf

46. Should the event become unsafe for the audience, staff or TALENT at any time during the performance or presentation, the UNIVERSITY reserves the right to delay, stop, or suspend the event until such time that the UNIVERSITY deems it safe to continue.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective on the day and year first above written:

For KEAN UNIVERSITY:		AGREED AND ACCEPTED For the ARTIST(S), SPEAKER(S), ENTERTAINMENT OR ENTERTAINER(S):	
Signature	Date	Signature	Date
Name and Title (Print)		ARTIST(S), SPEAKER(S), ENTERTAINMENT OR ENTERTAINER(S) (Print)	
Sponsoring Organization:		Speaker S.S.#/ Federal ID Number:	
Date:		NJ Business Registration #:	
For Kean University:		Speaker Address:	
Director,	Date	Speaker	

Campus Police Signature

Telephone Number:

Name and Title (Print)