

BROWN STUDENT ACTIVITIES' CONTRACT

Services Agreement - Venue Rental

This contract is made between _____, a recognized student organization at Brown University (hereinafter called "Organization") and _____ (hereinafter called "Contractor"), for the performance of services by Contractor as described below. In consideration of the agreements set forth herein, the parties agree as follows with regard to the activities hereinafter described and the terms and conditions in connection therewith.

- 1) Full name of Contractor _____
- 2) Address: _____
- 3) Nature of service or scope of duties to be performed by Contractor: _____

4) Day/Date: _____

- a) Event Starting/Finishing times: _____
- b) Doors open: _____ am pm
- c) Organization will arrive at above location for set-up at _____ am pm
- d) If set-up or sound-check is required, necessary event and venue personnel will arrive at above location at _____ am pm
- e) If a load-in for equipment is required, the load-in time will be at _____ am pm

5) **Location of engagement:**

Primary site: _____ capacity: _____

Rain site: _____ capacity: _____

Contractor confirms that location will be clean and in proper working order and of adequate size. Contractor and the Organization also confirm that it will limit the audience to no more than the legal limit permitted. If the engagement is to be held outdoors, a rain location, tent or rain date for the engagement (noted in the location of engagement above) will be utilized and will ensure that adequate stage covering and grounding to protect all persons and equipment involved in the engagement from inclement weather and dangerous conditions resulting therefore. The foregoing shall apply to, without limitation, all stage areas mixing consoles and wiring. Contractor shall have the sole right to determine in good faith whether such covering and grounding is adequate.

6) **Attendees may include:**

Brown/RISD Students, Faculty and Staff and guests General Public

7) **Fees and Terms agreed upon:**

a) A base rental fee in the flat amount of _____ dollars (\$ _____) shall be paid by Brown University payment.

b) The rental fee includes:

i. The exclusive use of the following venue areas:

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- ii. City Police not required/requested required/requested
 included in the rental fee additional cost to the organization

(associated costs) _____

- iii. City Fire Marshal not required/requested required/requested
 included in the rental fee additional cost to the organization

(associated costs) _____

- iv. Professional Staffing not required/requested required/requested
 included in the rental fee additional cost to the organization

(associated costs) _____

- v. Catering License included in the rental fee additional cost to the organization

(associated costs) _____

- vi. Custodial Services included in the rental fee additional cost to the organization
 organization shall leave the room in broom clean condition or incur a charge
 of \$ _____

- vii. Equipment Charges included in the rental fee additional cost to the organization

(associated costs) _____

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- c) This contract must be signed and returned to the Student Activities Office (SAO) and the Brown University Supplier and Individual Payee Registration Form submitted prior to the engagement.

If this contract and the supplier/payee registration form is not completed in advance, Contractor' payment will be available following completion of these documents and based the terms for payment selected by the Contractor on the Brown University Supplier and Individual Payee Registration Form.

- d) The earliest the Contractor may receive payment in the form of a check is 30 days from the date the contract is processed. **The earliest The Contractor may receive payment via Direct Deposit is within two weeks following the date the contract is processed.**

If service is being conducted over a period of time, the agreed upon fee shall be divided equally among the following payment dates: _____

- e) The Contractor may select direct deposit (ACH net 5) or paper check (net 30) when completing the Supplier and Individual Payee Registration Form. Checks are to be made payable to:

Please note, name must match Business Name entered into Supplier Registration Form in order to be paid.

- f) Contractor must complete the **Brown University Supplier and Individual Payee Registration.** In order to be set up in the University's procurement system which will allow you or your company to receive payments from Brown University, it is required that suppliers or individual payees who are not employed by Brown University, register in our secure website. This website is used in place of the IRS

Request for Taxpayer Identification Number and Certification form (W-9) and allows us to collect information required by the IRS, as well as additional information that supports the University's reporting and compliance requirements. The registration form is available at <https://secure.brown.edu/supplier/>.

If you are a foreign national, whether or not you have a US tax identification number, you will need to work with your Brown University contact to complete any additionally required paperwork.

- g) Contractor is deemed an Independent Contractor and shall not act as nor be considered an agent of the Organization or Brown University. As such, there will be no employee benefits provided. There will be no withholding of any state or federal taxes or assessment; however, based on the services provided, Brown University shall, on behalf of Sponsoring Organization, issue an IRS Form 1099 in Contractor's name. Contractor is responsible for their own U.S. income taxes.
- 8) **Cancellation:** It is understood that this contract is binding on both parties; it cannot be cancelled except as follows:
- In the event Organization cancels this agreement less than thirty (30) days prior to the event, the Organization will pay Contractor fifty percent (50%) of the contracted fee due under this agreement.
- In the event that the Organization cancels this agreement within five (5) business days prior to the event, one hundred percent (100%) of the contracted fee shall be owed and due immediately to the Contractor.
- In the event Contractor cancels less than twenty-one (21) days before the day of event, Contractor shall be liable for all reasonable costs incurred by Organization in relation to this agreement.
- 9) **Publicity:** Organization shall have 100% control over publicity, advertising, and promotion of service. All communications, mailings, solicitations, publicity and/or promotion that mentions or makes reference to the Contractor must be approved in writing by Contractor or its agent in advance.
- 10) **Sponsorships:** The only sponsorship that will be noted in advertisements and programs for an engagement will be those from Brown University departments, student organizations, and academic grants. Contractor may not secure sponsorship in connection with the engagement unless written permission is obtained from the Organization and the Student Activities Office. In the event written permission is granted, it is understood and agreed that the Contractor SHALL NOT advertise or promote this engagement in any way that suggests or implies that the Organization and Brown University are endorsing the Contractor (including the sponsor) or any entity, individual, product, service or cause in any way affiliated with the Contractor.
- 11) **Indemnification:** The Contractor identified above and its agents agrees to indemnify and hold harmless the Organization and Brown University, including the Corporation, its trustees, officers employees, staff and agents from all liability, losses, damages or expenses from any and all fines, suits, claims, and demands, including reasonable attorneys fees, arising from any actions of any kind or nature resulting from any acts, errors, or omissions of Contractor and its agents as a result of providing services to be rendered hereunder, provided, however, such indemnification shall not apply to any fines, suits, claims, and demands arising from the gross negligence of the Organization or Brown University.
- 12) Contractor and the organization and their agents shall observe and abide by all applicable federal, state and city laws and regulations. Organization also agrees to fully abide by all rules and regulations promulgated by the Contractor. The rules and regulations of the venue will be provided in writing to the Organization as an addendum to this contract.
- 13) Organization agrees that they will not damage, alter, modify, attach, append or in any way or manner affect any of the property, fixtures, or real estate of the venue under this contract.

14) **Additional terms are as follows** (additional riders may be attached but must be signed by same parties as this Contract):

15) **Miscellaneous:** This Contract constitutes the complete understanding of the parties and supersedes any other agreements and shall be governed by the laws of the State of Rhode Island and Providence Plantations.

This contract may not be altered, changed, modified or waived in whole or in part except by an agreement in writing signed or initialed by all parties. Any changes and/or additions to this Contract must be made in writing and signed by same parties as this Contract. Changes in the legal terms of the contract must be approved by Brown’s Student Activities Office and by Brown’s Office of the General Counsel.

Contract Riders, if any, may not conflict or act in contrary to this contract, the law or to University policies and regulations. Whenever there is any conflict between the provisions of any Rider with this contract, any law or University policy and regulation, said contractual component, law or University policy and regulation shall prevail, and the Rider shall be modified to the extent necessary to eliminate such conflict.

This Contract and accompanying riders or addendums are not valid without three signatures: one for Contractor, one for Organization, and one for the Brown University Student Activities Office. **Signatures are required for processing payment.**

Sponsoring Organization
(to be completed by an authorized financial signatory)

Print Name: _____

Signature: _____

Phone #: _____ Date: _____

Raised Funds Baseline

UFB funds (Supplemental):

(UFB budget category & line item)

Brown University Student Activities Office

Print Name: _____

Signature: _____

Date: _____

Return to:
Brown University Student Activities
Campus Box 1930
Providence, RI 02912
(401) 863-2341

Contractor or their agent

(Note: Contract must be mailed; original signature required)

Print Name: _____

Signature: _____

Phone #: _____ Date: _____

Title: _____