

CLEVELAND STATE UNIVERSITY SPECIAL EVENT AGREEMENT

This Special Event Agreement (“Agreement”), effective on this date _____, is by and between Cleveland State University, a state-supported university and instrumentality of the State of Ohio established under Ohio law acting by and through its Board of Trustees, with a principal business address at 2121 Euclid Avenue, Cleveland, Ohio 44115 (“CSU”) and _____, with a principal business address at _____ (“Company”). CSU and Company, may hereinafter be referred to collectively as the “Parties” or as a “Party”.

WHEREAS, CSU will be conducting [State what the event is called/what it is] (“Event”) at the University; and

WHEREAS, CSU desires to engage Company to [State what Company is doing/providing for University] for the Event; and

WHEREAS, Company desires to perform/provide such activities/equipment for University’s Event.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein the Parties agree as follows.

I. SCOPE OF ACTIVITIES:

Company shall perform the activities (the “Activities”) set forth in Exhibit 1, Scope of Activities, attached hereto and made a part hereof. The terms of this Agreement shall govern in the event of any conflicting terms between the Scope of Activities and this Agreement.

II. PAYMENT/PAYMENT TERMS

CSU shall pay Company a total amount of \$_____ for all activities performed hereunder. Payment, by University check, will be made to Company after the Event. Payment is subject to withholding taxes as described in this Agreement.

III. GENERAL INFORMATION

- 1) Company’s promotional material should be sent to:
Cleveland State University
Address: 2121 Euclid Ave
Building: Student Center 319
Attention: (Coordinator for Student Activities & Events)
Cleveland, Ohio 44115
Tel.: (216) 523-7370
Fax: (216) 687-5545

- 2) CSU contact information
 - a) Name:
 - b) Title:
 - c) Address: 2121 Euclid Ave
 - d) Building:
 - e) Email:
 - f) Phone:
- 3) Company's contact information
 - a) Name:
 - b) Address:
 - c) Email:
 - d) Phone:
- 4) Company shall provide completed IRS Form W-9 with this signed Agreement.

IV. CANCELLATION:

If the Event is canceled due to construction, partial or total destruction, acts of God, inclement weather, war, terrorism, outbreaks of disease, epidemics, government regulation, disaster, fire, strikes, civil disorder, unavailability of water, electricity or other necessary utilities, or any other similar cause beyond the control of the Parties, which would make it inadvisable, illegal, or impossible for CSU to perform under the terms and conditions of this contract, then this Agreement will terminate and neither Party shall have any further rights nor liabilities hereunder.

V. CITY WITHOLDING FOR ENTERTAINMENT SERVICES:

The Company agrees to pay to the appropriate authority(ies) all relevant state and/or local sales taxes/or license fees arising out of this Agreement.

- A. As required by the City of Cleveland ordinance 191.1302, all payments made through CSU's Accounts Payable for the services of any entertainer, entertainment act, speaker, sports event, promotional booth, special event, band, orchestra, theatrical performance, or promoter or booking agent for any of the above, shall be subject to a deduction of two percent (2%) for Cleveland tax withholding.
- B. CSU will provide the applicable City of Cleveland municipal tax form number, which will contain information about the amount received and the amount of city income tax withheld for tax filing purposes.

VI. INDEMNIFICATION AND INSURANCE:

- A. Company and/or Company's agent(s) and its directors, officers, employees and agents, jointly and severally, agree to indemnify and hold CSU, its trustees, officers, and employees and The State of Ohio harmless from any and all losses and expenses whatsoever, which may be obtained against, imposed upon, or suffered by CSU, and its trustees, officers, and employees and the State of Ohio because Company's actions infringe or violate or are claimed to infringe or violate any copyright or trademark, common or stationary law, or any literary, dramatic, or other right, or such actions cause personal injury or property damage in conducting the Activities.
- B. Company will provide evidence of Commercial General Liability insurance, including Coverage 8 Personal and Advertising Injury Liability, without a deductible, in limits of not less than One Million Dollars (\$1,000,000.00) per occurrence Two Million Dollars (\$2,000,000.00) per aggregate. Such insurance will name as insured the Company and CSU and cover both Company and CSU from all liability occurring as a result of the Activities.
- C. If the Company is driving on CSU property, the Company shall provide proof of Commercial Auto Coverage. Furthermore, if the Company's employees are doing work on CSU property, the Company shall provide proof of Worker's Compensation coverage.
- D. CSU, its Board of Trustees, officers, employees, agents, and volunteers shall be listed as additional insureds under the Company Commercial General Liability policy.
- E. A Certificate reflecting the continuing coverage of all policies procured by Company in compliance herewith shall be delivered to CSU at least thirty days before the time such insurance is required to be carried by Company, and thereafter at least thirty days before the expiration of any policy.
- F. CSU reserves the right to require limits above the minimum insurance limits set forth in section B when, in the sole discretion of CSU, such higher limits are justified. [\[Consult with the Director of Conference Services and CSU Risk Manager to determine if proof of insurance is required for this specific event.\]](#)
 - a. Proof of insurance requested? **Yes or No?** ____ **CSU Initials** ____
 - b. Additional insurance limit Requested? **Yes or No?** ____ **CSU Initials** ____
- G. CSU is not responsible for, and has no liability to the Company, Company's agents, employees, contractors, guests, participants, attendees or spectators for any loss, theft, damage, personal injury, delay, annoyance, inability to conduct the Activities as planned or other casualty, and Company hereby waives any claim against CSU for any such liability, except to the extent that such liability, loss or damage is

determined to directly arise from or is directly attributed to the negligent acts or negligent omissions of CSU, its trustees, officers, or employees while acting within the scope of their employment, as set forth in Ohio Revised Code § 2743.02. Nothing in this provision shall be constructed or interpreted as a waiver of the sovereign immunity of CSU and/or the State of Ohio beyond the waiver provided in Ohio Revised Code § 2743.02.

VII. RELATIONSHIP OF THE PARTIES AND NON-RESIDENT ALIENS PROVIDING INDEPENDENT PERSONAL SERVICES:

- A. Company and/or Company's agents and/or employees are independent contractors and are not to be considered or deemed employees of CSU for any purpose whatsoever, including but not limited to Social Security withholding, Ohio Public Employees Retirement System benefits, Unemployment Compensation, Workers' Compensation or any employment-based benefits.
- B. As required by Internal Revenue Service regulations, any non-resident alien receiving compensation for independent personal services through CSU's Accounts Payable will be subject to withholding at the statutory rate of thirty percent (30%) unless the following requirements are met and the following forms completed:
 - a. The non-resident alien must be qualified to apply for and must apply for a social security number;
 - b. The non-resident alien must be a resident of a country which has a tax treaty with the United States which exempts independent personal services from United States income tax; and
 - c. The Company must submit a properly completed IRS Form 8233 - Exemption From Withholding on Compensation for Independent Personal Services of a Nonresident Alien Individual and enter her/his social security number or the words "applied for" in the appropriate section of this form.

VIII. PUBLICITY:

Company agrees not to use CSU's name, seal, logo, or other CSU identification in advertising or promotional literature, except to note the location of the Event. Company further agrees not to imply, in any way, the sponsorship by CSU of any event without the express written permission of CSU. CSU's Department of Marketing and Public Relations reserves the right to approve in advance and in writing all forms of advertising or publicity which include CSU's name, seal, logo, or other CSU identification.

IX. AMPLIFICATION:

Sound pressure levels must not exceed occupational noise standards set forth by the Occupational Safety and Health Administration ("OSHA") and must remain compliant with those standards throughout the duration of the Event. CSU reserves the right to interrupt, and if necessary, terminate the Activities in order to comply with these standards.

Termination of the Activities pursuant to this provision will result in cancellation of this Agreement and forfeiture of payment.

X. PYROTECHNICS:

The use of any flammable, combustible, ignitable, or explosive materials by Company is strictly prohibited. CSU reserves the right to terminate this Agreement if the Company violates this provision. Such termination will result in forfeiture of payment.

XI. SECURITY:

CSU, in its sole discretion, shall determine and control security arrangements for the Event including, but not limited to, numbers, type, placement, and use of security personnel.

XII. OTHER PROVISIONS:

- A. This Agreement is not binding upon CSU until signed by both CSU and the Company.
- B. The person signing this Agreement on behalf of Company certifies that he/she signs as a properly authorized representative of the Company.
- C. Any modifications to this Agreement must be made by written amendment signed by both parties and the Company and attached hereto. In the event an attachment contains any terms that are inconsistent with the terms and conditions of this Agreement, the terms and conditions of the body of this Agreement shall control.
- D. The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
- E. The waiver by CSU of any provision of this Agreement on any occasion and upon any particular circumstances shall not operate as a waiver of such provision on any other occasion or upon any other circumstances.
- F. The headings used in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

XIII. CHOICE OF LAW:

This Agreement shall be governed by the laws of the State of Ohio and any action or proceeding relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio.

XIV. COMPLIANCE WITH LAW:

Company agrees to comply with all applicable federal, state, and local laws, ordinances and regulations and all applicable CSU rules, regulations, policies, procedures and guidelines.

XV. COMPLETE AGREEMENT:

This Agreement and any attachments hereto contain the entire understanding between the Parties relating to the subject matter hereof, and none of the provisions of the Agreement may be altered, modified, or amended in any way except by an instrument in writing, signed by the Parties and attached hereto.

AGREED TO AND ACCEPTED BY:

CLEVELAND STATE UNIVERSITY

COMPANY

Name

Vice President for Student Affairs

Signature

Date

Name

Title

Signature

Date

**EXHIBIT 1
SCOPE OF ACTIVITIES**

[To be attached. This Exhibit should include only the scope of activities and should not include additional terms and conditions.]

- 1) Date of Event:
 - 2) Location of Event:
 - 3) Company's arrival time:
 - 4) Activity Set-up time:
 - 5) Activity start time:
 - 6) Activity completion time:
 - 7) Sound system provided by:
 - 8) Lights provided by:
 - 9) Electrical needs provided by:
- CSU agrees to provide:

Company shall provide the following:

[Internal Note for CSU staff only. The following two forms: (i) Assumption of the Risk, Release, and Waiver of Liability Form; and (ii) Emergency Medical Authorization form

are not part of the contract. These two forms are to be signed by each person that participates in any activity requiring physical involvement such as using or touching equipment of the Company, including but not limited to equipment such as inflatables, bungee cords, and slides.]



Cleveland State University

ASSUMPTION OF THE RISK, RELEASE, AND WAIVER OF LIABILITY

As consideration for the opportunity to participate in _____ (“the Event”) and related activities sponsored by the University, I acknowledge that I have read the following and voluntarily agree to its terms and conditions:

- I am at least 18 years of age. ____ yes ____ no (**If no, see below****).
- I understand that participation in the Event and related activities sponsored by the University, is strictly voluntary.
- I have the physical ability to participate in the Event.
- I understand that participating in the Event involves risks of personal injury, illness, death, and damage to property. I understand the risks involved and I knowingly and voluntarily assume responsibility for these risks in order to participate in the Event.
- In case of emergency, accident, illness, or other incapacity occurring during these activities as well as traveling to and from these activities, I give my permission to be treated by a medical professional and admitted to a hospital if necessary. I agree that I am responsible for all medical and emergency expenses incurred on my behalf regardless of whether I have authorized such expenses.
- I understand that medical insurance is my responsibility. I acknowledge that Cleveland State University strongly recommends that I purchase health insurance to cover accidents that may occur during my participation in these activities as well as traveling to and from these activities. I understand that the State of Ohio, Cleveland State University, and the Board of Trustees, do not provide insurance for any injuries which may occur during these activities or during the travel to and from these activities.
- I forever release the State of Ohio, Cleveland State University, and the Board of Trustees, together with their agents, officers, and employees, from any and all claims, suits, or actions of any nature resulting from or arising out of my participation in the Event and related activities. I understand that this Assumption of the Risk, Release, and Waiver of Liability binds my heirs, executors, administrators, and assigns, as well as me.

****IF PARTICIPANT IS LESS THAN 18 YEARS OF AGE, THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT MUST ALSO SIGN BELOW.**

Participant’ Name (Please Print)_____

Participant’s Phone _____

Participant’s Address: _____

I have read and fully understand the entire ASSUMPTION OF THE RISK, RELEASE, AND WAIVER OF LIABILITY and my signature below confirms my full understanding and voluntary acceptance of such ASSUMPTION OF THE RISK, RELEASE, AND WAIVER OF LIABILITY.

Participant's Signature: _____ Date: _____

****I am the parent or legal guardian of the Participant named above; I have read and understand this ASSUMPTION OF THE RISK, RELEASE, AND WAIVER OF LIABILITY (including such parts as may subject me to personal financial responsibility); I am and will be legally responsible for the obligations and acts of the Participant as described above; and I agree, for myself and for the Participant, to be bound by these terms.**

Parent/Guardian's Name (Please Print): _____

Parent/Guardian's Address: _____

Parent/Guardian's Signature: _____

Date: _____

Emergency Information Card and Release Form

Name: _____ Relationship: _____

Address: _____

Phone: _____

Emergency Contact Name: _____ Phone: _____

Emergency Medical Authorization

I am aware of the risks, hazards, and inherent dangers that may arise due to participation in the Event: _____

In the event of illness or injury resulting or arising directly or indirectly out of said activity, I hereby give my consent and authorization for (1) the administration of emergency first aid care and treatment at the scene of an emergency by faculty, staff members or volunteers of the University or (2) the administration of any treatment deemed necessary by a licensed physician or dentist; and (3) the transfer to any hospital reasonably accessible. This authorization is not intended to cover major surgery unless the medical opinions of two (2) licensed physicians or dentists, concurring in the necessity for such surgery, are obtained prior to the performance of such surgery.

I further declare and warrant that I am covered by sufficient medical and dental insurance and that such insurance will remain in effect during my participation in said activity.

Participant's Signature

Date

Custodial Parent/Legal Guardian's Signature
(if under the age of 18)

Date