



**Cleveland State University**  
**Division of Business Affairs & Finance**  
*Department of Conference Services*

This Agreement, with attachments as applicable, is dated **(DATE)** and is by and between Cleveland State University (CSU), 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

**PERFORMER** (Performer Name)

CSU and the Performer (both or either of which may hereinafter be referred to respectively as the ("Parties" or a "Party") agree as follows: The Performer agrees to the Engagement, as described below, in consideration of CSU's obligation to pay the Performer the total amount of:

**AMOUNT: \$**

and to provide a licensed site for the Engagement. Payment, by University check, will be made upon receipt of this signed Agreement and completion of the performance. Payment is subject to withholding taxes as described in this Agreement.

**SPECIFICS OF THE ENGAGEMENT**

1. Date:
2. Location:
3. Performer's arrival time:
4. Set-Up time:
5. Engagement Start Time:
6. Engagement Completion Time:
7. Sound System Provided by:
8. Lights Provided by:
9. Electrical Needs:
10. Performer's Promotional Material should be sent to:  
Cleveland State University

*Address:*

*Building:*

Cleveland, Ohio 44115

*Attention:*

2121 Euclid Avenue  
Student Center 140  
Cleveland, Ohio 44115  
(216)523-7203 \* Fax (216)687-5545

11. Other Terms and Conditions:

- CSU Agrees to Provide:
- Performer Agrees to Provide:

12. CSU contact information

*Name:*

*Title:*

*Address:*

*Building:*

Cleveland, OH 44115

*Email:*

*Phone:*

13. Performer's Contact Information

*Name:*

*Address:*

*Email:*

*Phone:*

*Fax:*

14. Payment processing and W-9 withholding information required for Performer:

- Social Security Number:
- Date of Birth:

15. CSU check to be Made Payable To (**Name**):

**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 Engagement. CSU reserves the right to interrupt, and if necessary, terminate the Engagement in order to comply with these standards. Termination of the Engagement pursuant to this provision will result in cancellation of this Agreement and forfeiture of payment.

**CANCELLATION:**

If the Engagement is canceled due to construction, partial or total destruction, acts of God, severe 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 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.

**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.

**CITY WITHHOLDING FOR ENTERTAINMENT SERVICES:**

The Performer agrees to pay to the appropriate authority all relevant state and/or local sales taxes/or license fees arising out of the Engagement.

- 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 City of Cleveland form number 120-401 which will contain information about the amount received and the amount of city income tax withheld for tax filing purposes.

#### **COMPLIANCE WITH LAW:**

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

#### **INDEMNIFICATION AND INSURANCE:**

- A. Performer and/or Performer's agent(s) and/or employee(s), jointly and severally, agree to indemnify and hold CSU harmless from any and all losses and expenses whatsoever which may be obtained against, imposed upon, or suffered by CSU because:
1. the Engagement infringes or violates or is claimed to infringe or violate any copyright or trademark, common or stationary law, or any literary, dramatic, or other right;
  2. the Engagement violates or is claimed to violate any person's right of privacy;
  3. the Engagement contains or is claimed to contain any libel, slander, or plagiarism;
  4. any claim is made against CSU or damage is caused to CSU's property as a result of the Engagement.
- B. If requested by CSU, Performer will provide evidence of Commercial General Liability insurance, including Coverage B Personal and Advertising Injury Liability, without a deductible, in limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. Such insurance will name as insured the Performer and CSU and cover both Performer and CSU from all liability occurring as a result of the Engagement.
- C. CSU reserves the right to require limits above the minimum when, in the sole discretion of CSU, such higher limits are justified.  
Consult with the Director of Conference Services to determine if proof of insurance is required for this specific event.

Proof of insurance requested?

☐

Yes

☐

No

CSU Initials\_\_\_\_\_

Additional insurance limit Requested?

☐

Yes

☐

No

CSU Initials\_\_\_\_\_

- D. CSU is not responsible for, and has no liability to the Performer, Performer's agents, employees, contractors, guests, participants, attendees or spectators for any loss, theft, damage, personal injury, delay, annoyance, inability to hold the event as planned or other casualty, and Performer hereby waives any claim against CSU for any such liability, except to the extent that such liability, loss or damage is determined to be due to the negligent acts or negligent omissions of CSU, its agents, employees, contractors, or subcontractors 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.

#### **NON-RESIDENT ALIENS PROVIDING INDEPENDENT PERSONAL SERVICES:**

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 Performer must submit IRS Form B233 – Exemption from withholding on compensation for Independent Personal Services of a non-resident alien individual and enter her/his social security number or the words “applied for” in the appropriate section of this form.

**PUBLICITY:**

Performer 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. Performer 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.

**PYROTECHNICS:**

The use of any flammable, combustible, ignitable, or explosive materials during the Engagement is strictly prohibited. CSU reserves the right to terminate the Engagement if the Performer violates this provision. Termination of the Engagement pursuant to this provision will result in cancellation of this Agreement and forfeiture of payment.

**RELATIONSHIP BETWEEN PERFORMER AND CSU:**

Performer and/or Performer'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, Unemployment Compensation, Workers' Compensation or any employment-based benefits.

**SECURITY:**

CSU, in its sole discretion, shall determine and control security arrangements for Performer's Engagement including, but not limited to, numbers, type, placement, and use of security personnel. In consultation with CSU, Performer may provide additional security at her/his own expense.

**TRAVEL EXPENSES:**

If this Agreement includes payment for the Performer's travel expenses, any and all travel expenses must be approved in writing by CSU and Performer in advance. After approval by CSU, travel expenses will be paid pursuant to CSU's Travel Policy.

**OTHER PROVISIONS:**

- A. This Agreement is not binding upon CSU until signed by both CSU and the Performer.
- B. The Person Signing this Agreement on behalf of Performer certifies that he/she signs as a properly authorized representative of the Performer.
- C. Any modifications to this Agreement must be made by written attachment signed by CSU's Department of Conference Services and the Performer 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 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.

**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.

This Agreement is not valid unless signed by the Performer and received by CSU by this date:

**(DATE)**

**AGREED TO AND ACCEPTED BY:**

**PERFORMER**

Name:

Address:

City, State, Zip Code:

Phone:

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**CLEVELAND STATE UNIVERSITY**

Name of Department or Organization:

Account Number:

**Student Life ADVISOR**

Name (print)

Signature Approval: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Department Budget Approval**

Name (print):

Signature Approval: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**CLEVELAND STATE UNIVERSITY AGENT**

Name: Rick Grospitch

Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Attachments: ☐ Yes ☐ No