

HOFSTRA UNIVERSITY
Musician/Accompanist Single Engagement

Date of Agreement: _____
Hofstra University
Department or Sponsor: _____

Artist(s)/Performer(s): _____

Check Payable to: _____
(must be individual or full corporate name)

Address: _____
Social Security or
Tax I.D. Number: _____

Booking Agent (if applicable) _____

Service to be provided: _____
(hereinafter "Services")

Date of Event: _____

Time / Duration of Event: _____

Number of Sets: _____ Length of Sets: _____

Location: _____

Compensation: _____

1. University shall pay the Contracting Party by University check promptly following the satisfactory performance/completion of the event.
2. Contracting Party has the right to control and direct the means, manner and method by which the Services are performed and shall furnish all materials to perform the Services. Contracting Party acknowledges and represents that the relationship of Contracting Party to University is that of an independent contractor, and nothing in this Agreement shall be construed as making Contracting Party an employee of University or to empower Contracting Party to bind or obligate University in any way or as creating any other relationship. Contracting Party shall comply with all laws and assume all risks incident to its status as an independent contractor. Contracting Party covenants and agrees to pay all applicable taxes, licenses and fees, and such insurance as is necessary for Contracting Party's protection in connection with Services performed under this Agreement; no such taxes or fees shall be withheld or paid by University on behalf of Contracting Party. No worker's compensation insurance shall be obtained by University covering Contracting Party nor shall Contracting Party be entitled to any benefits provided by the University to its employees.
3. Contracting Party agrees, beginning as of the date of execution of this Agreement, that photographs, whether still or action, videos, film and/or motion pictures (hereinafter "Pictures") and/or audio recordings ("Recordings") may be taken of Contracting Party, individually or with others, by or on behalf of Hofstra University in connection with the services to be provided indicated above and agrees that all rights therein shall irrevocably, exclusively, unconditionally, and perpetually belong to Hofstra University and that such rights are freely assignable by Hofstra University.
4. Contracting Party agrees that, without any compensation or notification to or approval by Contracting Party, the Pictures or Recordings may be used, reproduced or otherwise disseminated or published by or on behalf of Hofstra University directly or indirectly for any purpose, including but not limited to advertising and/or promotional purposes, in any manner, and at any time that Hofstra University desires. Contracting Party hereby agrees to release and discharge Hofstra University, its trustees, officers, representatives, employees, agents, licensees, successors and assigns from any and all claims, demands or causes of action that Contracting Party may now have or may hereafter have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the Pictures or Recordings.
5. Contracting Party on behalf of itself, its agents, and employees, agrees to indemnify and hold harmless University, its trustees, directors, employees, representatives, and agents from and against (a) all claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from the work herein performed, caused in whole or

in part by a negligent act or omission of the Contracting Party, any subcontractor, or anyone directly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder; (b) Contracting Party's failure to perform any of its obligations under this Agreement; and (c) any and all taxes or contributions, including, without limitation, penalties and interest, referenced in paragraph 2.

6. University reserves the right to cancel this agreement up to seven (7) days prior to scheduled date or if the services are not rendered as per the date(s) and time(s) agreed upon above.
7. Riders and technical requirements may be attached to this Agreement and will become part of the Agreement when signed by the parties.
8. Contracting Party represents that no trustee, officer, employee or any other person affiliated with Hofstra University and having involvement with this contract (1) is affiliated with the Contracting Party, and (2) received, was promised, or will receive anything of value in connection with this Agreement or performance thereof.

HOFSTRA UNIVERSITY

CONTRACTING PARTY

By: _____

By: _____

Name: Catherine Hennessy
Vice President for Financial

Name: _____

Title: Affairs and Treasurer

Title: _____

Date: _____

Date: _____