

HOFSTRA UNIVERSITY
Single Engagement Contract for Photographers and Videographers

Date of Agreement: _____

Responsible Contracting Party (must be individual or full corporate name): _____

Hofstra University Department or Sponsor: _____

Artist(s)/Performer(s) (if applicable): _____

Check Payable to (Payee must be same as Contracting Party): _____

Address: _____

Social Security or Tax I.D. Number of Payee: _____ Payee Telephone: _____

Booking Agent (if applicable) _____

Service to be provided ("Services"): _____

Date of Event : _____ Type of Event: _____

Location: _____

Amount: _____

Time of Engagement: _____ Number of Sets: _____ Length of Sets: _____

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, tools and supplies 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 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 hereunder including as set forth in paragraph 5 below; and (c) any and all taxes or contributions, including, without limitation, penalties and interest, referenced in paragraph 2.
4. If the Contracting Party or any artist, performer, friends, road crew, agents or anyone else associated with the Contracting Party, damages any Hofstra University property in any way, Hofstra University reserves the right to withhold payment and/or deduct an amount equivalent to the damages incurred.
5. It is understood that in the event that the Contracting Party cancels the appearance or fails to appear as required, then the Contracting Party is liable to indemnify and pay to the University any and all costs and expenses reasonably incurred by the University for sales, advertising and operation in the preparation and staging of the event. If the artist(s)/performer(s) fail(s) to appear at least forty-five (45) minutes prior to the time stated above for the commencement of the program, unless detained for reason beyond their control, then the University has the option to announce cancellation of the program and/or provide an alternative program without payment to the Contracting Party.
6. University reserves the right to cancel this event up to seven (7) days prior to the scheduled date.
7. Riders and technical requirements may be attached to this Agreement and will become part of the Agreement when signed by the parties.
8. All legal rights to any and all photographs, videos, audio recordings and/or work (the "Work") produced by the Contracting Party at the event shall irrevocably, exclusively, unconditionally and perpetually belong to Hofstra University. The Work may be used, reproduced or otherwise disseminated or published by or on behalf of Hofstra University directly or indirectly for any purpose. Contracting Party shall retain no rights in the Work and hereby expressly waives and relinquishes any rights to the Work. Contracting Party shall take all reasonable action to cooperate as is necessary, including the execution of any documents, to perfect Hofstra University's ownership of the Work.
9. Contracting Party represents that no trustee, officer, employee or any other person affiliated with Hofstra University and having involvement with this Agreement (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

By: _____
Print Name: Catherine Hennessy
Vice President for Financial

Title: Affairs and Treasurer

Date: _____

Revised 8/29/12

CONTRACTING PARTY

By: _____
Print Name: _____

Title: _____

Date: _____