

HOFSTRA UNIVERSITY
Independent Contractor-Single Engagement Agreement

COVER SHEET

Date of Agreement: _____
Responsible Contracting Party: _____
(must be individual or full corporate name): _____
Hofstra University Department or Sponsor: _____

INVOICE

COMPANY NAME HERE

Company Address: _____

Phone: _____

Fax: _____

Website: _____

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

Tax I.D. Number of Payee: _____

Service to be provided: _____

Date of Event : _____

Type of Event: _____

Location: _____

Time and Duration of
Event: _____

Number of Sets: _____

Length of Sets: _____

Total Amount Due: _____

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THIS INDEPENDENT CONTRACTOR SINGLE ENGAGEMENT AGREEMENT (together with the attached Cover Sheet referred to below, the "Agreement") is dated as of _____, 2011, by and between Hofstra University, a not-for-profit New York State corporation ("University") and the independent contractor named on Cover Sheet attached hereto ("Contracting Party").

1. Contracting Party agrees to perform as set forth in the Cover Sheet attached hereto (the "Work"). Contracting Party shall, to the best of his/her ability, render the services described in the Work in a timely and professional manner consistent with standards of the industry.
2. Except as otherwise stated herein, University shall pay the Contracting Party by University check as per the Invoice attached at the Cover Sheet promptly following the satisfactory performance/completion of the event as described in Cover Sheet.
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; and (b) Contracting Party's failure to perform any of its obligations under this Agreement. Contracting Party's obligations under this Section shall survive the expiration or termination of this Agreement unless specifically waived in writing by University after such expiration or termination..
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. Contracting Party has the right to control and direct the means, manner and method by which the Work is performed and shall furnish all equipment and materials to perform the Work. 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 Work performed under this Agreement; no such taxes or fees shall be withheld or paid by University on behalf of Contracting Party. Contracting Party acknowledges and agrees that it is responsible for paying, according to applicable law, Contracting Party's income taxes, if any. Contracting Party further acknowledges and agrees that it may be liable for self-employment (social security) tax, to be paid by Contracting Party according to applicable law. Contracting Party hereby agrees to indemnify, hold harmless and defend University against any and all such liability, taxes or contributions, including, without limitation, penalties and interest. 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.
8. Riders and technical requirements may be attached to this Agreement and will become part of the Agreement when signed by the parties. This Agreement may only be modified in writing, signed by the parties in interest at the time of such modification.
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.
10. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof.

HOFSTRA UNIVERSITY

By: _____

Print Name: Catherine Hennessy

Title: Vice President for Financial Affairs and Treasurer

Date: _____

CONTRACTING PARTY

By: _____

Print Name: _____

Title: _____

Date: _____