

FLORIDA POLYTECHNIC UNIVERSITY
SPECIAL EVENT AGREEMENT FOR SPEAKER/ ARTIST/ENTERTAINER/TALENT

This Agreement ("Agreement") is entered into by and between The Florida Polytechnic University Board of Trustees, hereinafter referred to as "University," and _____, hereinafter referred to as "Contractor". This Agreement relates to Contractor providing specific services to the University, as more specifically set forth herein.

In consideration of the mutual covenants and stipulations set forth in the Agreement, the parties hereby agree as follows:

1. SERVICES PROVIDED BY CONTRACTOR:

Contractor is retained by the University to appear/perform/participate at an Event as described below:

- a) Title/Name of Event
- b) Location/Facility
- c) Date
- d) Time
- e) Description of Event
- f) Description of Services

If all information regarding event does not fit in the lines above, additional information related to the Event, such as a schedule, may be attached to the Agreement.

2. COMPENSATION:

As full compensation, inclusive of all expenses, for the Services to be provided by the Contractor in this Agreement, the University agrees to pay Contractor a not to exceed amount of _____ provided that the deliverables listed below have been met by Contractor.

The payment will be made payable to Contractor within thirty (30) days after the Event.

Any and all travel costs, to be paid by the University, must be included within the total compensation figure noted above. Travel WILL NOT be paid separately.

3. CONTRACTOR ELIGIBILITY AND LICENSES/PERMITS: If applicable, Contractor must provide copies of any required licenses to the University prior to participating in the Event. Contractor is responsible for knowing what licenses Contractor is required to have under state and local laws. To the extent applicable, Contractor must procure, at its own expense, all permits required in connection with the Event, including, but not limited to, permit(s) required by University

4. SAFETY: The University reserves the right to require safety and security measures for the Event. Contractor must comply with all University directions and instructions related to safety and security.

5. PROMOTIONAL ACTIVITIES:

- a) The University and Contractor will promote the Event and Contractor's appearance at the Event.
- b) Contractor will not produce or post any advertisements on or off University property or in electronic media without the prior written consent of the University.
- c) Contractor agrees to perform its promotional activities related to the Event in accordance with all applicable Laws and University requirements, and in a manner that does not disturb the operations and educational activities of the University.
- d) Commercial solicitation, including advertising, is only permitted as described in University regulation FPU-1.009 Commercial Solicitation on University Property.
- e) Contractor represents and warrants that it has obtained any and all consents, and paid any required compensation, for the use of the name, likeness, and image of any persons shown or featured in Contractor's promotional materials for the Event or any merchandise or materials sold or distributed for or during the Event.

6. RECORDING/PHOTOGRAPHY

- a) Both parties reserve the right to capture photos, audio, and video recording of the event for promotional purposes. Contractor grants the University the right to use Contractor's name, image, and likeness for promotional and event materials.
- b) Contractor represents and warrants that it has obtained any and all consents, and paid any required compensation, for the use of the name, likeness, and image of any persons.

7. CONTRACTOR RESPONSIBILITIES:

- a) **Compliance with Laws.** Contractor agrees to comply with all laws of the United States and of the State of Florida, the rules, regulations and policies of the University, specifically [FPU-1.003 Use of University Facilities and Property](#), and any applicable municipal or county ordinances (collectively "the Laws"). Failure to comply with any one or more of the Laws may, at the discretion of the University, result in termination of this Agreement by University. The University's rules, regulations, and policies are available at <https://floridapoly.edu/university-policies-regulations-rules.php>.
- b) **Proper Care and Use, Damage.** Contractor must not make any modifications to the physical structure of any University facility, nor move any fixtures or other property. Contractor agrees that using tape or any other item, such as nails, tacks, screws, or hooks, to affix items to Facility is prohibited. Contractor will be liable for the repair and/or replacement cost of any University property that is damaged, destroyed or lost, resulting from Contractor's activities.
- c) **Animals.** Animals are not allowed at the Event except as provide in University regulation [FPU-1.014 Animals on University Property](#) and for service animals. A service animal is a dog or miniature horse used as an accommodation who is individually trained to do work or perform tasks for the benefit of an individual with a qualifying disability.
- d) **Copyrighted Materials.** To the extent applicable, Contractor represents and warrants to that all copyrighted or trademarked programming to be presented during the Event has been duly licensed or authorized by the owners of all respective intellectual property or their representatives. Contractor is responsible for obtaining any licenses and paying any royalties that Contractor may owe for the sale or distribution of copyrighted or trademarked material at the Event. Contractor agrees to indemnify and

hold the University harmless from and against any and all claims, losses or expenses that may arise in connection with this provision.

8. **UNIVERSITY SERVICES.** The University is not responsible for providing any services, equipment, or any other items to Contractor in connection with its use of the Facility, unless otherwise agreed to in writing by both parties.
9. **FOOD SERVICE.** The University does not provide nor guarantee free meals for Contractor during the Event.
10. **PARKING.** Digital Temporary parking permits are available from Florida Poly Parking and Transportation, <https://floridapoly.edu/parking-transportation/permits.php>.
11. **UNIVERSITY NAME, LOGO, AND TRADEMARKS.** Nothing in this Agreement grants the Contractor any interests in or rights to use the University name, logo or trademarks without the prior written consent of University, which consent may be withheld in University's sole and absolute discretion. The University reserves the right to give its consent for the use of any pictures of University Property or that identify the University, which consent may be withheld in University's sole and absolute discretion.
12. **CANCELLATION OF EVENT/APPEARANCE:** The Contractor and University mutually agree that either party may cancel the appearance and both parties will be released from any liability if:
 - a) In the judgment of the University, it becomes impractical or undesirable for such appearance to occur, due to such incidents as riots, strikes, epidemics, destruction of the performance hall, Acts of God, sickness, acts or regulations of governmental or school authorities, accidents due to means of transportation, or other legitimate conditions beyond the control of the University which may either prevent appearance or render receipt of appearance valueless., or
 - b) Contractor cannot perform because of ill health, physical disability or other reasons beyond the control of Contractor or if the Contractor is prevented by Acts of God, regulation of public authority or other circumstances beyond the control of the Contractor from performing the engagement.
 - c) Contractor further agrees that if Contractor cancels the appearance for reasons other than those described in section 10.b) above, Contractor must refund any payments to the University and is not entitled to any additional payment.
13. **INSURANCE:**

Contractor will have and maintain types and amounts of insurance that at a minimum cover the Contractor's exposure in performing this Agreement. University is self-insured and will provide its Certificate of Insurance upon request; University is not required to obtain additional insurance for this Agreement.
14. **INDEMNIFICATION:**

Contractor agrees to hold the University, its Board of Trustees, the Florida Board of Governors, the State of Florida, and their respective officers, agents, volunteers and

employees (collectively, the “University Parties”) harmless and to defend and indemnify them from and against any and all claims, damages or liabilities, including attorney’s fees, that may arise indirectly or directly from Contractor’s breach of any term or condition of this Agreement or any acts or omissions in connection with Contractor’s use of the University Facility, whether caused by the Contractor’s action or negligence or the action or negligence of the University Parties. Contractor’s employees, agents, contractors or invitees or any third parties in connection with this Agreement.

15. ASSIGNMENT:

Contractor cannot assign or sublease all or any part of its obligations under this Agreement without the advance written consent of the University, which consent may be withheld in University’s sole and absolute discretion.

16. LIABILITY:

Contractor, its officers, employees, volunteers, agents, invitees and contractors expressly waive all rights, claims and demands, and forever releases, discharges and holds harmless the University Parties from any and all demands, claims, actions and causes of action arising from any cause whatsoever and arising directly or indirectly out of Contractor’s appearance, whether caused by the Contractor’s action or negligence or the action or negligence of the University Parties, the Contractor’s employees, agents, contractors or invitees or any third parties in connection with this Agreement. The University reserves the right, in its sole discretion, to require Contractor’s officers, employees, volunteers, agents, participants, contractors, vendors, invitees or other third parties in connection with this Agreement to execute a separate written waiver and release in a form to be provided by University.

17. GOVERNING LAW:

This Agreement is considered to have been executed in the State of Florida and is interpreted and enforced in accordance with the laws of the State of Florida. Proper jurisdiction for any disputes arising from or relating to this Agreement lies exclusively in the state or federal courts location in Polk County, Florida.

18. RELATIONSHIP OF THE PARTIES:

- a) No act of the parties is to be construed as creating or establishing a partnership, or joint venture, of any type between University and Contractor and neither party is authorized to commit or to obligate the other party without the other parties’ prior written consent.
- b) Contractor shall act as an independent contractor during the period of performance under this Agreement and not an employee or agent of University. As an independent contractor, the CONTRACTOR shall be responsible for the payment of any taxes due on any monies received by him/her.

19. TERMINATION: This Agreement may be terminated by the University for convenience by providing written notice to Contractor of such intent to terminate. The University will make reasonable efforts to notify Contractor of termination for convenience at least 30 days prior to the Event. If the event of a termination for convenience, the University will reimburse Contractor for any payments previously paid by Contractor.

- a) Additionally, this Agreement may be unilaterally terminated by the University for Contractor’s failure to allow public access to all documents, papers, letters or other

materials subject to the provisions of Chapter 119, Florida Statutes (Florida's Public Records law), and made or received by Contractor related to this Agreement.

- b) If Contractor willfully and/or repeatedly breaches the terms and conditions of this Agreement, in addition to the University rights related to termination in other sections of this Agreement, the University reserves the right to cancel any other existing reservations and to deny subsequent reservation requests. The University is not liable for any such cancellation or termination of the Agreement or otherwise.

20. ENTIRE AGREEMENT:

This Agreement and its attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

21. SEVERABILITY:

In the event one or more clauses of this Agreement are declared illegal, void, or unenforceable, the validity of the remaining portions of this Agreement are not affected.

22. WAIVER:

The failure of either party to exercise any of its rights under this Agreement for a breach thereof is not deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement is binding on any subsequent occasion; and no concession by either party is an implied modification of the Agreement unless specifically agreed in writing.

**THE FLORIDA POLYTECHNIC
UNIVERSITY BOARD OF TRUSTEES**

Sign: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

Sign: _____

Name: _____

Title: _____

Date: _____