**ENTERTAINMENT SERVICES AGREEMENT**

**AN ENTERTAINMENT SERVICE IS DEFINED AS A COMPANY OR INDIVIDUAL THAT PROVIDES EXPERIENTIAL EVENT NOVELTIES, INTERACTIVE EQUIPMENT OR ENTERTAINMENT EXPERIENCES SUCH AS INFLATABLES, PHOTO BOOTHS, OVERSIZED BOARD OR LAWN GAMES, BUILD A BUDDY ACTIVITIES, FACE PAINTING, SOAP BUBBLES, ETC. THIS CONTRACT SHOULD BE USED FOR ENTERTAINMENT SERVICE COMPANIES THAT PROVIDE SUCH SERVICES ON THE RIT CAMPUS. THIS CONTRACT CAN BE ISSUED TO A COMPANY AS WELL AS AN INDIVIDUAL.**

**A GROUP OR INDIVIDUAL COMEDIAN, MUSICAL ACT, POET, OR OTHER ENTERTAINER WHO PERFORMS AN ACT, MUSIC, SPOKEN WORD, ETC. IS CONSIDERED A LIVE PERFORMANCE AND NOT CONSIDERED AN ENTERTAINMENT SERVICE. THE LIVE PERFORMANCE AGREEMENT SHOULD BE USED FOR THIS TYPE OF ENGAGEMENT.**

**PLEASE DELETE THIS PAGE, AND ALL [BRACKETED TEXT] INCLUDING HIGHLIGHTS, NOTES, AND RED FONTS BEFORE PRINTING OR SENDING**

**ENTERTAINMENT SERVICES AGREEMENT**

Made by and between

 **ROCHESTER INSTITUTE OF TECHNOLOGY**

acting by and through its [RIT DEPARTMENT/STUDENT ORGANIZATION NAME]

[RIT DEPARTMENT/STUDENT ORGANIZATION ADDRESS],

 (Hereinafter referred to as “University”)

 And

**[NAME OF COMPANY/INDIVIDUAL]**

(Hereinafter referred to as “Service Provider”)

The parties hereto, agree to be bound, and agree as follows:

1. The Service Provider is hereby retained by the University to provide [DESCRIBE IN DETAIL WHAT ENTERTAINMENT EQUIPMENT OR SERVICES THE COMPANY/INDIVIDUAL WILL BE PROVIDING] (hereinafter referred to as “Services”) at [THE NAME OF THE EVENT FOR WHICH THESE SERVICES WILL BE PROVIDED] (hereinafter referred to as “Event”) as follows:
2. Date of Event: [DATE]
3. Event Starting Time: [TIME]
4. Duration of Event: [HOW LONG IS THE EVENT]
5. Event Location: [LOCATION WHERE EVENT WILL TAKE PLACE]
6. Service Provider Fee: [AMOUNT AGREED UPON]
7. **Payments.** All payments, shall be made via University check within thirty (30) days following the Services to the name and address identified in 2A and 2B. No other method of payment will be used unless agreed to in writing a least one month prior to the date of the Event. University requires that the name, address, and social security number or federal tax ID number of the individual or corporation providing services be submitted for payment. This information shall be submitted, in writing, at least ten (10) business days in advance of Event in order to guarantee timely payment.
	1. Name: [NAME]
	2. Address: [ADDRESS]
8. **Service Provider Contract.** If applicable, the Service Provider shall provide the University with their contract and/or requirements for RIT’s review, in writing, no less than twenty-one (21) days prior to the Services. Service Provider’s contract will not be accepted if received after this date. Service Provider’s contract and/or requirements, to the extent accepted and signed by both Parties, will be attached to this Agreement as Attachment A. In the event of any discrepancy between the Service Provider’s contract and this Agreement, this Agreement shall govern.
9. **Event Site access, setup and teardown.**
10. The Service Provider shall not occupy or use the Event Site except as provided in this Agreement. The University reserves the right to refuse access to any officer, agent, employee licensee or guest of the Service Provider, upon reasonable non-discriminatory grounds.
11. The Service Provide will load in all necessary equipment related to the Services at [TIME] on [DATE] according to manufacturer requirements and/or industry standards.
12. The Service Provider understands and agrees that the University makes no representations or warranties with regard to the condition of the Event Site or any property of the University and the Service Provider agrees to accept all such property in “as is” condition. University is not responsible for providing any equipment which is not specifically stated in the Agreement or Service Provider’s contract.
13. The Service Provider shall not make any alterations, additions, or other changes to the Event Site or any University property without the prior written consent of the University.
14. Service Provider shall remove all equipment and property from and vacate the Event Site by [TIME] on the Event date.
15. The Service Provider shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and/or from the University. “Hazardous Material” shall mean, without limitation, those substances included within the definitions of “hazardous substances”, “hazardous materials”, “hazardous gasses”, “toxic substances”, or “hazardous waste” in any applicable local, state or federal law.
16. **Services.**  Service Provider must make their whereabouts known to the University sixty (60) minutes prior to the schedule start of the Services and must be at the Event site no later than thirty (30) minutes prior to the scheduled start of the Services. Service Providers are expected to commence Services on time.
17. **Compliance with RIT Policies, applicable laws and regulations.** The Service Provider and Service Provider’s Personnel, which shall include its employees, agents, representatives and contractors/subcontractors, shall abide by and conform to all rules and regulations adopted or prescribed by the University as well as all applicable federal, state, and local laws.
18. Pyrotechnic or pyrotechnic devices of any kind are strictly prohibited by the University. Use of any such devices during the Services shall be deemed a material breach of this Agreement and is grounds for nonpayment pursuant to this Agreement.
19. Alcohol is not permitted in any University facility without prior written consent from the University. Alcohol is never permitted in the Event area. Smoking is prohibited in all University facilities. If a Service Provider arrives at the Services noticeably under the influence of intoxicating beverages, narcotics, or drugs, the University may cancel the Agreement at its sole discretion and with no liability whatsoever.
20. **Limitation of Liability and Indemnification.**
21. The Service Provider, and each of the Service Provider’s Personnel, shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys’ fees) (collectively, the “Losses”) occurring at the Event Site and caused to the University and/or persons and/or property in, on, or near the Event Site before, during, or after the Services, by (i) the Service Provider’s (or any Service Provider’s Personnel) failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws applicable to the Service Provider’s Services of this Agreement and/or activities at the Services Site, (ii) any unlawful acts on the part of the Service Provider, an Service Provider’s Personnel, (iii) the negligent acts, errors and/or omissions or the willful misconduct of the Service Provider, an Service Provider’s Personnel, or (iv) the material breach or default by the Service Provider, an Service Provider’s Personnel.
22. Service Provider, shall defend, indemnify and hold harmless the University and its trustees, officers, agents, representatives and employees (“University’s Indemnified Parties”) against any Losses brought against any University’s Indemnified Party(ies), including any arising from the use of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States, by any person or entity arising out of or relating to the Service Provider’s Services or failure to perform pursuant to this Agreement, except where the Losses are the result of the University Indemnified Party’s own direct and sole negligence. This obligation shall survive the termination, completion or expiration of this Agreement.
23. **Termination.** In the event of a material breach of the terms and conditions of this Agreement, the non-breaching party may, at its option, upon written notice to the breaching party, terminate this Agreement. In the event of a material breach of the terms and conditions of this Agreement by the Service Provider, the Service Provider agrees to pay all documented out-of-pocket expenses incurred by the University. Payment must be received by the University no later than thirty (30) days after the Service Provider receives the appropriate documentation of expenses.
24. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective permitted successors and assigns. Neither party may assign, subcontract, transfer or delegate, in whole or in part, its rights or obligations under this Agreement except with the prior written approval of the otherand any unauthorized attempt to assign or transfer this Agreement or any rights or obligations under this Agreement shall be null and void.
25. **Amendments.** This Agreement, including any addenda hereto which are incorporated by reference herein, and the specifications and conditions set forth in any Statement of Work referencing this Agreement, constitute the entire agreement and understanding of the parties. Unless in writing, signed by both parties, and unless specifically acknowledged by both parties to be an amendment to this Agreement, no other terms and conditions shall be effective. Any language to the contrary notwithstanding it is understood and agreed between the parties that this Agreement specifically supersedes all other documents or papers signed by or exchanged between the parties concerning the subject matter hereof, except as provided in the preceding sentence.
26. **Force Majeure.** If either party is unable to perform any of its obligations under this Agreement due to events beyond its reasonable control (“Force Majeure Event”) pursuant to this paragraph, the parties’ respective obligations will be excused fully, without any additional obligations, and each party shall bear its own costs incurred in connection with this Agreement. If the Event is cancelled pursuant to a Force Majeure Event, then the parties will use reasonable efforts to reschedule the Services at a mutually acceptable time and venue. Force Majeure Events shall include, but are not limited to: acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, acts of third parties (e.g., wholesalers), wars and war-operations, restraints of government, power or communication line failure, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions or other circumstances beyond the Party's control, or by reason of the judgment, ruling, order of any court or agency of competent jurisdiction, or materially altering the law or regulations covering the subject matter of this Agreement or any other change in such law or regulations subsequent to the execution of this Agreement.
27. **Governing Law and Jurisdiction.** The rights and obligations of the parties hereunder shall be governed by and determined according to the laws of the State of New York. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, shall be adjudicated in the courts of Monroe County, New York, to which the parties consent to personal jurisdiction.
28. **Severability.** The invalidity or unenforceability of any particular provision, or part of any provision, of the Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.
29. **Insurance.** If the requirements for a Certificate of Insurance are attached, the Service Provider must provide the described coverages. In addition, the Service Provider must name “Rochester Institute of Technology” as the Certificate Holder and as Additionally Insured on all required certificates.

PLEASE CHECK ONE OF THE FOLLOWING:

 \_\_\_\_\_\_ I do not carry/cannot provide the above insurance

 \_\_\_\_\_\_ I have attached the insurance certificate

\_\_\_\_\_\_ The insurance certificate will be faxed/mailed to the University

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the parties have executed this Agreement, by their respective officers hereunto duly authorized, the day and year written above.

AGREED TO AND ACCEPTED:

ROCHESTER INSTITUTE OF TECHNOLOGY

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print/Type Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print/Type Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)

SERVICE PROVIDER OR DULY AUTHORIZED SERVICE PROVIDER REPRESENTATIVE

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print/Type Name)

(All checks will be payable to this person unless the “Doing Business As” space below is completed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Service Provider Federal Tax ID or SSN)

**CERTIFICATE OF INSURANCE REQUIREMENTS**

At its sole expense, the Service Provider shall procure and keep in force full and adequate insurance coverage of all of its operations pursuant to this Agreement as set forth below, and “Rochester Institute of Technology” shall be named as an additional insured on policies providing coverage for #1 and #3 below:

 1) Commercial General Liability: (1986 ISO form or later) with minimum limits of $1,000,000 per occurrence/$2,000,000 aggregate written on an occurrence basis.

 2) Auto Liability (including owned, hired and non-owned autos): $1,000,000 combined single limit (each accident).

 3) Excess Liability: $3,000,000 minimum limits in excess of underlying limits. The umbrella shall be no more restrictive than underlying coverage.

 4) Worker’s Compensation and Employer's Liability: Statutory New York State limits.

Additionally, if applicable:

 5) Professional Liability: Minimum limits of $1,000,000. Coverage shall be maintained for at least four years subsequent to the termination date of this contract; during such four-year period, Service Provider shall assure that there is no change to the retroactive date of coverage.

These coverages and limits are to be considered minimum requirements under this Agreement and in no way limit the liability of the Service Provider.

This insurance shall be written by a company licensed to do business in New York State with a minimum rating of A-VII. Each policy shall provide for notification to RIT thirty (30) days prior to termination, material change or restrictive amendments. The insurance companies issuing the policies shall have no recourse against RIT for payment of any premiums or for any assessments under any form or policy. RIT reserves the right to request copies of insurance policies.

The insurance policies referred to above shall be primary insurance ahead of any insurance carried by RIT with respect to the Agreement. Service Provider shall furnish written consent of the insurer to the primacy of these policies if requested by RIT.

ATTACHMENT A

[IF THE COMPANY/INDIVIDUAL HAS PROVIDED A CONTRACT, SEND THAT DOCUMENT TO THE OFFICE OF LEGAL AFFAIRS TO INITIATE THE CONTRACT REVIEW PROCESS. THE COMPANY/INDIVIDUAL’S FINAL NEGOTIATED DOCUMENT WILL BE ATTACHED TO THE EXECUTION VERSION OF THE CONTRACT HERE.]