

Student Organization Services Agreement



NAME OF CONTRACTOR

CONTRACT DATE

CONTRACTOR ADDRESS

EMAIL ADDRESS

VENUE/LOCATION

TYPE OF EVENT (e.g. concert, speaker, instruction, Contractor)

EVENT/SERVICE DATE

LOAD-IN TIME

SOUND CHECK TIME

EVENT/SERVICE START TIME

EVENT/SERVICE END TIME

NUMBER/LENGTH OF SETS
(IF APPLICABLE)

NUMBER/LENGTH OF BREAKS
(IF APPLICABLE)

COMPENSATION AMOUNT

OTHER COMPENSATION (TRAVEL, LODGING, ETC.)

CONTRACTOR WILL PROVIDE

EQUIPMENT/SERVICES STUDENT ORGANIZATION WILL SUPPLY

CHECK MADE OUT TO (MUST MATCH NAME ON W9)

RESPONSIBLE STUDENT ORGANIZATION

CURRENT OR PAST
REED EMPLOYEE?

YES NO

CURRENT OR PAST
REED STUDENT?

YES NO

FOREIGN NATIONAL?
(FOR TAX PURPOSES)

YES NO

THIS STUDENT ORGANIZATION SERVICE AGREEMENT is entered into as of the Contract Date set forth above by and between The Reed Institute, a corporation organized and existing under the laws of the State of Oregon doing business as Reed College (“Reed”) and the individual, group or organization identified above as the “Contractor”.

1. ENGAGEMENT. Reed hereby engages Contractor to perform at the event described above (the “Event”) and Contractor agrees to perform at the Event on the terms and conditions set forth herein.

2. SERVICES. Contractor agrees to perform services on the dates and at the times set forth above, at the venue set forth above, and on the conditions set forth herein.

2.1 RIDER. Additional performance rider specifications, if any, are detailed in Appendix A.

3. STUDENT ORGANIZATION. This Agreement is a contract between Reed and Contractor, but Reed has delegated management responsibility for the Services to the Student Organization identified above (“Student Organization”). Unless otherwise directed by Reed, Contractor shall coordinate the logistics of its services with Student Organization.

4. TERM AND TERMINATION. This Agreement shall commence on the Contract Date and shall continue through the completion of the Services. Either party may terminate this Agreement: (a) upon material breach by the other party; or (b) without cause by giving the other party written notice at least 30 days before the Service Date.

5. PAYMENT. In consideration of Contractor’s services (the “Service”), Reed shall pay Contractor the Honorarium amount set forth above. Contractor shall be responsible for paying any members of Contractor’s group and any other of Contractor’s employees or contractors. If indicated above, Reed shall also reimburse Contractor for reasonable travel costs provided such costs have been approved in advance by Reed. All payments shall be due thirty days after completion of the Services.

6. THIRD PARTY RIGHTS. Contractor represents and warrants that: (a) Contractor has secured all rights necessary to produce the Services; and (b) the Services will not infringe on the intellectual property or other rights of any third party.

7. ADVERTISING. Contractor shall not advertise the services without express written permission from the Student Organization. Advertising includes posting the event on websites, Facebook, or other social media. Contractor hereby grants Reed and the Student Organization the right to use the name and likeness of Contractor and the names and likeness of Contractor’s group, if applicable, for the purpose of publicizing and advertising the services.

8. SOUND. The Student Organization and Reed staff members reserve the right to regulate the volume of sound. Such regulations shall not be unreasonable, but will be based upon audience comfort and/or applicable laws and/or ordinances.

9. RELATIONSHIP. Contractor is an independent contractor. Neither Contractor nor any member of Contractor’s group or staff will be, or deemed to be, an employee or agent of the Student Organization or Reed. Neither Contractor nor any person affiliated with Contractor will represent the relationship with the Student Organization or Reed to be otherwise than stated herein. Contractor shall be responsible for any payroll, withholding, or other employment-related taxes and workers compensation premiums arising from services performed by its employees. Contractor shall defend, indemnify and hold harmless Reed from and against any claim: (a) that any employee of Contractor or any person affiliated with Contractor is an employee of Reed; (b) that Reed owes any taxes or fees arising from Contractor’s activities hereunder; or (c) for compensation owed to any employee of, or other person affiliated with, Contractor. Contractor shall provide Reed with Contractor’s Social Security number or taxpayer I.D. number, as applicable.

10. GUEST PASSES. The Student Organization may provide each member of the performing group with permission to invite no more than one guest. To be honored, the guest list must be provided to the Student Organization no later than one hour prior to the start of the Services. Contractor is required to inform their guests that they will be asked to leave campus if they break Reed College rules or laws related to the use of drugs or alcohol.

11. LOSS OR DAMAGE TO PROPERTY. Contractor shall be responsible for any damages to property of Reed or the Student Organization caused by negligence on the part of Contractor or any personnel associated with Contractor.

12. INDEMNITY. Contractor shall defend, indemnify and hold harmless Reed, its trustees, officers, employees, agents, insurers, students, successors and assigns (the “Released Parties”), from and against any and all claims, demands, actions, or causes of action on account of any damage to real or personal property or any personal injury or death arising out of the acts or omissions of Contractor, its subcontractors, agents or employees relating to the Event, Contractor’s use of the Facilities, or this agreement, whether or not such damage, injury or death is caused by the fault or negligence of any Released Party.

13. INSURANCE. Not required for contracts under \$1,000 and not involving activity that might reasonably be construed as more hazardous than playing a standard musical instrument or giving a lecture. In all other events the Contractor shall maintain a policy of comprehensive general liability insurance in an amount no less than \$1 million which covers all of Contractor's activities and obligations during its presence on campus and for 30 days thereafter. No less than thirty (30) days prior to commencement of the Services, Contractor shall provide Reed with a Certificate of Insurance naming Reed as additional insured and providing that the policy shall not be canceled without first giving thirty (30) days' prior written notice to Reed. Such policy shall be issued by a reputable and financially secure insurance carrier.

14. ALCOHOL AND OTHER DRUGS. Contractor shall not permit any employee or other person affiliated with Contractor who is under the age of 21 to consume alcohol during the Services. Neither Reed nor the Student Organization will provide alcoholic beverages or tobacco products for consumption or purchase, for the Contractor or persons affiliated with Contractor. Reed prohibits the use of and consumption of all drugs on campus, including cannabis. Contractor shall refrain, and shall cause all persons affiliated with Contractor to refrain, from use of drugs, including cannabis, while on campus.

15. CONTRACTOR RESPONSIBILITIES. If the actions of the Contractor or any person affiliated with Contractor are in conflict with any policies, rules, or regulations of Reed while on Reed property and they fail or refuse to correct the same upon verbal notification by Reed College Student Organization, then Reed or representative(s) of the Student Organization shall have the right to immediately terminate the Performance and cancel this Agreement without liability.

16. FORCE MAJEURE. Neither party shall be liable to the other party for failure to perform its obligations hereunder due to an act, event, omission, or cause beyond its control and without its fault or negligence, including but not limited to, strikes, lockouts, civil commotion, riots, wars, fires, explosions, floods, earthquakes, embargoes, or acts of civil or military authority.

17. NONASSIGNMENT. Contractor shall not assign, transfer, license, or sell Contractor's rights under this Agreement without the prior written consent of Reed.

18. WAIVER. Either party may waive any right that party has under this Agreement, but such waiver shall not affect that party's right to require strict compliance with this Agreement in the future.

19. DISPUTES/GOVERNING LAW. This Agreement shall be deemed to have been executed in, and shall be exclusively governed by and interpreted in accordance with, the laws of the State of Oregon, including federal law, but excluding choice of law rules. Any litigation between the parties shall be commenced and prosecuted only in the state or federal courts of Oregon. If arbitration or litigation is commenced by either party to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees at the arbitration, at trial, on appeal, and on any petition for review.

20. ENTIRE AGREEMENT/MODIFICATION. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and, unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.

21. COUNTERPARTS AND EXECUTION. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

Student Organization Services Agreement



THE REED INSTITUTE

SIGNED BY

TITLE

DATE

SIGNATURE

REED COLLEGE STUDENT SENATE

SIGNED BY

TITLE

DATE

SIGNATURE

CONTRACTOR

NAME OF CONTRACTOR

SIGNED BY

TITLE

DATE

SIGNATURE

STUDENT ORGANIZATION

NAME OF STUDENT ORGANIZATION

SIGNED BY

TITLE

DATE

SIGNATURE

Student Organization Services Agreement



APPENDIX A | PERFORMANCE RIDER

Reed agrees to provide for the Contractor, or to make available the following free of charge:

THE REED INSTITUTE

SIGNED BY

TITLE

DATE

SIGNATURE