

Speaker / Artist:

Speaker / Artist Email:

Department:

Department Contact(s):

Department Email:

This speaker / artist agreement (the "Agreement") is made between **the speaker / artist above** (the "Speaker/Artist") and **Wright State University, an Ohio institution of higher education** (the "University"), and is effective as of the date of the last signature below (the "Effective Date").

1. Engagement. University agrees to engage **Speaker/Artist** to speak and/or perform on the following date(s) and at the following times (together, the "Event") at the facility described below (the "Venue"):

Date(s): _____

Time(s): _____

Facility: _____

2. Consideration. University shall pay **Speaker/Artist** the sum of \$_____ to speak and/or perform on at the Event (the "Fee"). The Fee shall include all amounts to be paid to **Speaker/Artist**, including expenses related to travel and accommodations, if any. The Fee shall be paid within 30 days after the Event and all requisite paperwork has been received and processed in accordance with **University's** policies.

3. Indemnification. To the maximum extent permitted by applicable law, **Speaker/Artist** agrees to indemnify, protect, defend and hold **University** and its trustees, employees and agents harmless from and against any and all liability for any personal property injury, negligence, or other claim for liability, loss or damage resulting from **Speaker/Artist's** and/or their employees' or agents' actions or omissions arising under or relating to the Agreement.

4. University Marks. **Speaker/Artist** shall not use or make use of **University's** name, insignia, logo, picture, or any other material that might create the impression of endorsement, association, affiliation, partnership, or any other joint venture, without the express written permission of **University**.

5. No-Smoking Policy. Tobacco use, including the sale, advertising sampling and distribution of tobacco products and tobacco related items, is prohibited in all **University** facilities, on all **University-owned** or leased grounds, residence halls and apartments, and at all **University-sponsored** events regardless of location. Tobacco use is also prohibited in all **University** vehicles or on any equipment owned, leased or operated by **University**. This policy applies to anyone physically on campus including students, faculty, staff, visitors, consultants, vendors, patients, volunteers, and contractor employees.

6. Force Majeure. No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform as a result of any force majeure. "Force majeure" includes but is not limited to the following: an act of God, strike, labor dispute, war, public rioting, lightning, fire, storm, flood, explosions, terrorist acts, inability to obtain materials or supplies, epidemics, landslides, earthquakes, washouts, civil disturbances, and any other cause not reasonably within the control of the party whose performance is impaired or to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

7. Boycotting. Pursuant to R.C. 9.76(B), **Speaker-Artist** warrants that they are not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

8. Disputes. This Agreement shall be governed and construed under Ohio law and all actions shall be brought in an Ohio state court with jurisdiction over claims against the State.

9. Independent Contractor. The Parties agree and affirm that Speaker/Artist is an independent contractor and shall neither act nor be considered an agent or employee of University.

10. Miscellaneous. This Agreement represents the entire agreement between the Parties and there are no other representations related to their duties and obligations between them regarding the real property described in the same. In the event a particular provision in this Agreement is founded to be unenforceable as a matter of law, the remainder of the Agreement shall be construed as if such provision was omitted. No provision of this Agreement shall be waived by any party unless such waiver is in writing and executed by the party waiving such provision. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. This Agreement may only be modified or amended in a writing executed by the Parties. All written notices under this Agreement shall be sent electronically to the e-mail address designated by each of the Parties above.

Executed as of the dates below, but effective as of the Effective Date.

UNIVERSITY

SPEAKER / ARTIST

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____