

CHAPMAN UNIVERSITY  
CLASSROOM GUEST SPEAKER/PERFORMER ENGAGEMENT AGREEMENT

This Agreement for a Classroom Guest Speaker/Performer is made this            day of  
(month), 20            , between Chapman University ("University"), a California non-profit corporation and

Speaker/Performer's Name:

Permanent Address:

(Street Address)

(City, State, Zip code)

Telephone:            (            )            -           

Email:

***Signed form IRS W-9 form must be attached<sup>1</sup>***

University Contact:

Department:

Telephone:            (            )            -           

1. COURSE NAME AND DATE:

2. COMPENSATION:<sup>2</sup>

Fee/Honorarium    A.    Amount: \$

B.    Payment Options (select only one option below for timing of payment):

1.    ☐ amount in Section 2A is due and shall be paid by check no later than 30 days after conclusion of the activity.
2.    ☐ amount in Section 2A is due and shall be paid by check no later than 30 days after final execution of the agreement.
3.    ☐ amount in Section 2A is due and shall be paid by check at conclusion of the activity.
4.    ☐ other – please specify :

3. INDEPENDENT CONTRACTOR: The Speaker/Performer, his/her agents and employees (if applicable) in the performance of this Agreement shall act in the capacity of an Independent Contractor and not as an employee or agent of the University. The Speaker/Performer agrees that nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Speaker/Performer shall not become an employee of the University by acting under this Agreement and Speaker/Performer shall be responsible for the payment of any taxes and social security contributions owing from the above compensation.

4. INDEMNIFICATION: Each party to this Agreement agrees that it will be responsible for its own acts and omissions and the results thereof; and shall not be responsible for the acts and omissions of the

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<sup>1</sup> Online GLACIER forms may be substituted for international visitors

<sup>2</sup> California Non-Residents - Payments made to (1) nonresident individuals or (2) businesses that do not have a permanent place of business in the state of California and that are not qualified through the Office of the Secretary of the State to do business in California are subject to seven percent (7%) state income tax withholding in accordance with Cal. Rev. & Tax Code § 18662. Nonresident individuals or businesses that are exempt must submit a completed Form 590 with the first invoice to Chapman University.

other party and the results thereof. Each party agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement.

5. MISCELLANEOUS

- a. The University shall have the right and royalty free license to simulcast or produce and show a tape-delayed broadcast of the Speaker/Performer's presentation to the University community or general public, through closed-circuit television or webcast. This license shall be non-exclusive and the copyright shall remain with the Speaker/Performer. Copies of the Speaker/Performer's presentation may be maintained by the University's library for use and benefit of its patrons. The Speaker/Performer consents to the use of such a recording.
- b. The Speaker/Performer is solely responsible for payment of royalty fees, and/or dramatic rights and dramatic musical works and/or performance fees, required by unions and similar organizations and similar costs. The Speaker/Performer shall indemnify the University against any liability or damages, including attorney's fees, which may arise as a result of violation by the Speaker/Performer of copyright laws.

6. APPLICABLE LAW AND VENUE: This Agreement shall in all respects be interpreted, enforced, and governed exclusively by and under the laws of the State of California. Venue for any action to enforce the terms and conditions of this Agreement shall be Orange County, California.

7. MERGER CLAUSE AND MODIFICATION: This Agreement contains the entire agreement between the parties on the subjects addressed in this Agreement and replaces any other prior agreements between the parties.

8. HARASSMENT AND DISCRIMINATION: Speaker/Performer agrees to comply with the University's policy on harassment and discrimination, a copy of which is available at <http://www.chapman.edu/faculty-staff/human-resources/eoo.aspx> and incorporated by reference. A copy of this policy may also be obtained by calling 714-997-6686.

9. EXECUTION OF AGREEMENT: This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the Parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of the Agreement, as executed by the Parties, may be used in lieu of an original for all purposes permitted by law.

THE PARTIES HAVE AGREED TO AND EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

**ACCEPTED BY CHAPMAN UNIVERSITY:**

**ACCEPTED BY SPEAKER/PERFORMER**

\_\_\_\_\_  
Harold W. Hewitt, Jr.  
Executive Vice President and Chief Operating Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

For payment by ACH/Wire transfer the following information is required:

1. Bank Account# :
2. Account Name:
3. Bank Name:
4. Routing # / Swift code:
5. Bank Address:
  
6. Intermediary bank, info if any: