

This Agreement is made this _____ day of _____ (month), 20____, between Chapman University (“University”), a California non-profit corporation and _____

(City, State, Zip code)

If Speaker/Performer is represented by an Agent and payment is to be made to Speaker/ Performer's Agent, the following information must be supplied:

Email:

Facsimile: () -

Fee/Honorarium A. Amount: \$

Rev. 9/2013 Retention Period: 4 Years

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

1. ☐ amount in Section 5A is due and shall be paid by check no later than 30 days after conclusion of the activity.
2. ☐ amount in Section 5A is due and shall be paid by check no later than 30 days after final execution of the agreement.
3. ☐ amount in Section 5A is due and shall be paid by check at conclusion of the activity.
4. ☐ other – please specify :

If payment is by wire transfer, please complete Attachment A.

Travel Arrangements or Special Requirements:

6. UNIVERSITY PROVIDED EQUIPMENT:

Please specify equipment to be provided by the university.

7. 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. The University retains the right to direct the Speaker/Performer to discontinue any activity constituting a violation of University policy or federal, state or local laws.
8. INDEMNIFICATION: The Speaker/Performer agrees to indemnify and hold harmless the University, its trustees, agents and employees from and against all loss or expenses (including costs and attorney fees) arising from the negligence or willful misconduct of the Speaker/Performer, its agents, or employees.
9. FAILURE OF PRESENTATION: In the event that the Speaker/Performer fails to appear or perform pursuant to the terms of this Agreement, the Speaker/Performer shall be responsible for payment of all damages, costs and expenses incurred by the University by reason of such failure to appear. Notwithstanding the foregoing, the University shall not be responsible for payment set forth in Paragraph 5 above, if the Speaker/Performer fails to appear as provided in Paragraphs 1-4 above due to causes beyond the control of the Speaker/Performer.
10. 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.
 - b. The University shall provide an appropriate area, in or immediately adjacent to the activity, in which the Speaker/Performer may display and sell books, recordings or other educational materials produced by the Speaker/Performer, in conjunction with the University's bookstore.

- c. 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.
11. **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.
12. **ASSIGNMENT AND SUBCONTRACTING:** Speaker/Performer may not assign or transfer this Agreement or any interest therein, or subcontract any portion of the work thereunder, without the prior written approval of the University.
13. **SEVERABILITY:** In the event any provision of this Agreement shall be found to be unenforceable, that provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected.
14. **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. It supersedes all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied. The parties have not executed this Agreement in reliance on any representations, inducements, promises, agreements or warranties other than those expressly contained in this Contract. In addition, no modification of this Agreement shall be effective unless made in writing and signed by each of the parties.
15. **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.
16. **EXECUTION OF AGREEMENT:** This Agreement shall be binding upon the parties hereto, their successors and assigns, upon execution of both parties. The undersigned represents that he/she is a representative authorized to sign on behalf of the Speaker/Performer and enter into this 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:

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

Date

ACCEPTED BY SPEAKER/PERFORMER

Signature

Print Name

Print Agent's Name (if applicable)

Print Agent's Title

Date

ATTACHMENT A

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: