

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, defend, and hold harmless the University, its trustees, officers, agents and employees from and against all claims, suits, damages, judgments, liabilities, penalties, losses or expenses (including costs and attorneys' fees) arising from the (i) negligence, (ii) actual or alleged infringement of any copyright, privacy or publicity right, or other statutory or common law right of any person, firm or corporation, (iii) the defamation of any firm, person, or corporation, (iv) violation of applicable local, state, or federal law; or (v) willful misconduct of or by the Speaker/Performer, its agents, or employees.
9. FAILURE OF PRESENTATION: In the event that the Speaker/Performer fails to 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 perform. Notwithstanding the foregoing, the University shall not be responsible for payment set forth in Paragraph 5 above, if the Speaker/Performer fails to perform as provided in Paragraphs 1-4 above due to causes beyond the control of the University.
10. MISCELLANEOUS
 - a. The University shall have the right and royalty-free license to simulcast, stream or produce and show a delayed broadcast of the Speaker/Performer's presentation to the University community or general public, through closed-circuit television, internet 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 Speaker/Performer hereby grants the University, its employees, and its agents, the non-exclusive, royalty-free right to use his/her/their name, picture, and likeness, including the rights to copy, display, publish, exhibit, and distribute his/her/their name, picture, and likeness in any communications medium currently existing or later created, including, without limitation, print media, website, and the internet, in connection with the merchandising, marketing or promotion of the Speaker/Performer's presentation or Chapman University.
 - c. Neither the use of a University forum, site, or property nor any payment to Speaker/Performer pursuant to

Section 5 above shall constitute or imply University's acceptance or endorsement of any contention, position, assertion, allegation, or belief expressed by Speaker/Performer. The Speaker/Performer hereby agrees to release and hold harmless the University, its employees, trustees, officers and agents, either in their individual capacities or by reason of their relationship to the University, from liability for any violation or infringement of any personal or proprietary right that he/she/they may have in connection with the above uses, including but not limited to rights of publicity and copyright.

- d. The Speaker/Performer shall not engage in any fundraising activities, requests for donations, or sales of merchandise of any kind at the Event location. The University may permit the Speaker/Performer to engage in some promotional activities (e.g., giveaways of books, recordings, posters, clothing, etc.) that are directly related to the artistic/educational aspects of the Event (i.e., promoting their arts and performances, but not a business unrelated thereto). However, promotional activities that are not related to the artistic/educational aspects of the Event, or are otherwise inconsistent with the requirements for compliance with the University's property tax exemption, are prohibited.
 - e. The University reserves the right to change the location, schedule, and other aspects of the Event to ensure that the Event is conducted in or at an appropriate time, place, and manner and does not unreasonably interfere with University's normal business operations. Speaker/Performer shall not commit or incite harassment, hate crimes, unlawful breaches of peace, or terrorist activity, and Speaker/Performer shall be responsible for all damage or harm to the University resulting from the foregoing conduct.
 - f. The Speaker/Performer is solely responsible for securing and clearing all required third-party copyright permissions for the Speaker/Performer's presentation, and for payment of associated licensing fees, and/or dramatic rights, dramatic musical works and/or performance fees required by rights holder, unions, guilds, and similar organizations
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. **FORCE MAJEURE:** University shall not be liable for, and shall have the option to terminate or suspend this Agreement by written notice to Speaker/Performer upon, any delay or failure of performance hereunder due to any cause beyond the reasonable control of University, including, without limitation, acts of God, natural disasters, strikes, disturbances of peace, riots, war, insurrection, acts of terrorism, governmental action, government shutdowns, government issued states of emergency, quarantine restrictions, epidemics, or other emergencies including planned or unplanned closures of the University campus for public health, welfare, or safety purposes, which make it inadvisable, excusable, or impossible to perform this Agreement (each, a "Force Majeure Event"). Speaker/Performer shall return to University any and all fees and sums prepaid by or on behalf of University in connection with this Agreement to the extent such fees or sums are allocable to nonperformance resulting from a Force Majeure Event.
 13. **TERMINATION:** The University may terminate this Agreement for its convenience at any time by giving the Speaker/Performer at least fifteen (15) days' written notice of such action. For termination under this section that does not constitute a Force Majeure Event, the University agrees to reimburse the Speaker/Performer for noncancelable, out of pocket travel expenses incurred by the Speaker/Performer in the performance of this Agreement and approved by the University, subject to submission of itemized, original receipts.
 14. **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.
 15. **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.
 16. **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.

17. **HARASSMENT AND DISCRIMINATION:** Speaker/Performer agrees to comply with the University's policies on harassment and discrimination, copies of which are available at <https://www.chapman.edu/faculty-staff/human-resources/hr-policy/index.aspx> and incorporated herein by reference. Copies of these policies may also be obtained by calling 714-997-6686
18. **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

NUMBER

PEOPLESOFT SUPPLIER ID #

NUMBER

CONTRACT/GRANT NO. (IF APPLICABLE)
AGENCY NAME

NUMBER

ACCOUNT TO BE CHARGED

COVID Compliance Addendum

Speaker/Performer agrees to comply with any special safety measures, policies or procedures, including its own specific COVID-19 safety plans, requested by the University that relate to the requirements or health and safety guidelines of the Centers for Disease Control and Prevention, the State of California, the California Department of Public Health and Cal/OSHA guidance for institutions of higher education, the County of Orange, Orange County Health Care Agency, and any other regulatory authority in which the University operates, as well as any such measures promulgated by the University to assure the necessary safety of the Chapman University community in connection with the risks of COVID-19 or related strains or diseases and/or any other public health risk. This may include, but is not limited to, safety plans and precautions, education and training, testing, reporting, and tracing requirements.

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: