# University of Southern Indiana

**8600 University Boulevard • Evansville, Indiana 47712**

# Consultant/Speaker Agreement

This Consultant/Speaker Agreement (herein referred to as “Agreement”) made on **[Date]** between the University of Southern Indiana (herein referred to as “USI”) and **[Insert Name of Consultant/Speaker]** (herein referred to as “Consultant/Speaker”) along with Consultant/Speaker’s Rider (if attached to this Agreement) constitutes the sole agreement of the parties hereto, and supersedes any prior understanding or written or oral agreements between the parties.

1. **PAYMENT INFORMATION**

|  |  |  |  |
| --- | --- | --- | --- |
| **Payment Payable To:** |  | **Banner ID Number:** |  |
| **Address:** |  | **City, State and Zip:** |  |
| **Phone Number:** |  | **Fax Number:** |  |
| **Event:** |  | **Day, Date and Time:** |  |
| **Amount:** |  | **Location:** |  |
| **Account #:** |  | **USI Contact:** |  |
| **USI Contact Email:** |  | **USI Contact Number:** |  |

1. The signing of this Agreement in conjunction with Consultant/Speaker’s Rider (if attached) is required in order for payment to be processed. Documents containing original signatures and a W-9 must be received no later than 14 days prior to the provision of service date. Payment cannot be submitted until those documents are returned to USI’s Accounts Payable Department.
2. The fully executed Agreement must be sent to USl's Procurement Department. Agreement can be sent in one of two ways: jsponn@usi.edu or 8600 University Blvd, Attn: Jeff Sponn, Evansville, IN 47712.
3. Best efforts will be made to present payment in the amount of **$xxxx.xx (spell out dollars)** payable to **[insert Payee]** via payment through direct deposit within 30 business days of the conclusion of the event.
4. USI reserves the right to cancel the entire Agreement (rider included, if attached) in the event that the Consultant/Speaker does not provide the required documentation as defined by USI, the State of Indiana, the Internal Revenue Service, and the federal government to USI in order to process payment. Consultant/Speaker must send the appropriate documentation to USI by **[insert date]**.
5. **DESCRIPTION OF SERVICES [insert specific details about the event]**
6. **TRAVEL, LODGING, AND HOSPITALITY (IF APPLICABLE)**

* USI agrees to provide round-trip air travel from **[location]** to Evansville, Indiana
* USI agrees to provide hotel accommodations for **[number of]** night(s) for Consultant/Speaker.
* USI agrees to provide **1 (one)** meal, not to exceed **$13 (thirteen dollars and zero cents) per Consultant/Speaker.**

1. **SALES**

Consultant/Speaker shall have the right to sell merchandise in an agreed upon area at the event subject to the following:

1. Written consent to sell must be given in advance by appropriate USI Official prior to provision of service date.
2. Sale of merchandise, including the personnel to sell such items, is the sole responsibility of the Consultant/Speaker.
3. **PUBLICITY**
4. It is agreed that the Consultant/Speaker will send publicity materials to USI no later than **[insert date]** to allow ample time for imprinting and distribution.
5. At the sole determination of USI, the Consultant/Speaker’s services are only open to the campus community and their guests. The Consultant/Speaker shall not advertise the event publicly which includes social media.
6. It is agreed that the Consultant/Speaker will contact **[insert USI Employee name]**, Event Coordinator, at **812-\*\*\*-\*\*\*\*** regarding specific technical information by **[insert date]**. This is of particular importance to the scheduling of the crew needed for the event and set-up.
7. Any production requirements such as staging, sound and light, etc., must be agreed upon prior to the provision of service date and listed in this agreement or amendment to this agreement. All production requirements are subject to the approval of USI.
8. USI is not responsible for procuring any equipment not specifically stated in this Agreement. Consultant/Speaker agrees that said facilities are acceptable for the event. Any additional costs incurred by USI as a result of changes or additions of equipment required by the Consultant/Speaker shall be reimbursed by the Consultant/Speaker to USI.
9. **CANCELLATIONS**
10. This agreement is binding on both parties and cannot be canceled except by the written agreement of Consultant/Speaker and USI. Upon cancellation, all parties shall be released from any liability or damages hereunder only if the Consultant/Speaker or USI is unable to fulfill the terms of this contract due to an act of God or other legitimate conditions beyond the control of the Consultant/Speaker or USI. Both parties agree to use their best efforts to present the services as scheduled.
11. If the provision of services agreed to by the Consultant/Speaker are canceled by the Consultant/Speaker or by USI for reasons other than those cited herein, the canceling party shall reimburse the other party for all bona fide expenses incurred in the implementation and promotion of the provision of services upon submission of certified statement of such expenses.
12. If the Consultant/Speaker arrives late to the event and causes cancellation or postponement of such, USI is not obligated to pay any amount of the honorarium. Arrival of the Consultant/Speaker later than the agreed upon time of **[insert time]** on **[insert service date]** is considered late.
13. **MEDIA**
14. Publicity is the express responsibility of USI. The form and substance of all advertising, publicity, and promotional materials produced or distributed by the Consultant/Speaker shall be subject to prior approval of USI. Failure to secure prior written approval may result in cancellation of this contract.
15. Because state funds are used to support this program, media must be allowed to audio and video tape this event for the purpose of providing news coverage. USI agrees that “best efforts” will be made to insure that no provision of services will be recorded, broadcast, televised, photographed, filmed, or otherwise extended beyond the event location without prior consent of the Consultant/Speaker.
16. Presence or sponsorship of a Consultant/Speaker does not imply approval, support, or endorsement by USI of the Consultant/Speaker or of the views or ideas expressed by the Consultant/Speaker.
17. The Consultant/Speaker shall not advocate for or incite imminent unlawful activity or engage in activity that constitutes a breach of peace or materially disrupts or interferes with the normal activities of USI; and the Consultant/Speaker shall be aware that any personal violation of any federal or state law on the Consultant/Speaker’s part will make the Consultant/Speaker subject to action by the regular civilian authorities administering federal and state laws.
18. **INDEMNIFICATION/INSURANCE/LIABILITY**
19. Consultant/Speaker will indemnify and hold harmless USI and its officers, agents, and employees for all claims, causes of action, and judgments for the injury or death of any person and the damage to property that arise, directly or indirectly, from the intentional or negligent act or omission of Consultant/Speaker or the officers agents, employees, or guests of Consultant/Speaker during the use or occupancy of USI’s premises for engagement and purposes related to provision of services.
20. To the extent authorized by the constitution and laws of the State of Indiana, USI will indemnify and hold harmless Consultant/Speaker, and the officers, and employees of Consultant/Speaker for all claims, causes of action and judgments for the injury or death of any person and the damage to property that arise, directly or indirectly, from the intentional or negligent act or omission of USI or the officers, agents, or employees of USI in the performance of this agreement.
21. Consultant/Speaker shall maintain General Liability insurance in full force and effect covering the event and dates specified herein, with an insurance carrier licensed to do business in the State of Indiana. Policy limits must be a minimum of $500,000 Combined Single Limits for bodily injury and property damage liability. Auto Liability must be at a minimum of $100,000 per person; $300,000 per occurrence. Consultant/Speaker’s Worker’s Compensation shall meet statutory requirements. Employer’s Liability equal to a minimum of $500,000 Employer’s Liability per each accident or disease, per employee and policy limit applicable in the State of Indiana. However, if Consultant/Speaker has an approved Worker’s Compensation Clearance Certificate, Consultant/Speaker must provide such document in lieu of worker’s compensation insurance coverage at the same time a certificate of insurance is provided for commercial general liability.

Consultant/Speaker shall maintain General Liability insurance in full force and effect covering the event and dates specified herein, with an insurance carrier licensed to do business in the State of Indiana. Policy limits must be a minimum of $1,000,000 per occurrence, $3,000,000 aggregate Combined Single Limits for bodily injury and property damage liability. Consultant/Speaker shall also maintain Business Auto Liability Insurance of no less than $1,000,000 per occurrence combined single limit. Additionally, Consultant/Speaker shall maintain Worker’s Compensation insurance meeting statutory requirements with a minimum of $1,000,000 Employer’s Liability per each accident or disease, per employee and policy limit applicable in the State of Indiana.

1. A Certificate of Insurance shall be provided to USI verifying the above coverage and naming the University of Southern Indiana as “Additional Insured” and as the “Certificate Holder” with an original signature of an authorized insurance company representative, and shall provide at least ten (10) days for notice of change in coverage or cancellation. Certificate of Insurance must be received by USI ten (10) days prior to the start of the event described herein.
2. **VENUE**
3. USI agrees to provide a venue for the event with proper cooling/heating, lighting, staging and sound system, if applicable, given event location.
4. USI shall have the absolute right to control the sound levels, mix the sound, operate the sound equipment and design the sound set-up as may be required for the event. USI may allow the Consultant/Speaker to operate the sound system; however, USI will, in all cases, be the final judge of what constitutes proper mixing and reasonable sound pressure levels in the event location.
5. Consultant/Speaker agrees, if applicable, that back of house passes will be limited to persons actually working with the Consultant/Speaker. Friends and relatives of Consultant/Speaker must view Consultant/Speaker’s provision of services from the audience in order to conform to safety regulations.
6. **INDEPENDENT CONTRACTORS**
7. Consultant/Speaker participates in this program as an Independent Contractor and is not entitled to the same benefits and rights as a University employee.
8. Consultant/Speaker acknowledges that all persons accompanying Consultant/Speaker are employees of or independent contractors with Consultant/Speaker and Consultant/Speaker agrees that such individuals are not employees of or contractors with USI.
9. Consultant/Speaker agrees that it will comply with all Internal Revenue Service requirements regarding the reporting, payment, withholding, and deposit and reporting of wages, FICA taxes, income tax withholding, and other employer responsibilities.
10. Consultant/Speaker will indemnify and hold harmless USI and its representatives, officers, agents and employees for all taxes, whether employment, income, excise, FICA, or other taxes relating to the Consultant/Speaker of this event and its members, employees, and contractors.
11. **IMPLEMENTATION**
12. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and all obligations of the parties created hereunder are performable in Vanderburgh County, Indiana.
13. This event is a student/school function; all security will be provided by USI’s Public Safety personnel and local law enforcement agencies if deemed necessary by the USI’s Director of Public Safety. “Best efforts” will be made to insure proper security in all areas.
14. USI Purchaser, in signing this contract warrants that he/she signs as a properly authorized representative of USI and does not assume any personal liability for meeting the terms of the contract.
15. **ADDITIONAL CONSULTANT/SPEAKER TERMS**
16. If in the case of one or more Consultant/Speaker sub-contractor(s), the entire group does not provide the provision of services agreed to, or if the Consultant/Speaker is not the Consultant/Speaker specified in this Agreement, payment will be withheld until an adjustment is made between USI and the Consultant/Speaker.
17. Consultant/Speaker must call the Event Coordinator between the hours of 8:00 a.m. to 4:30 p.m. on the day preceding the event stating the expected Consultant/Speaker report time, lodging details, mode of transportation and expected time of arrival of material and crews. If any unavoidable delay is incurred in the arrival, Consultant/Speaker must call the Event Coordinator so that announcements may be made.
18. Consultant/Speaker and its representatives, agents, guests or subcontractors may be subjected to scanning by a metal detector prior to entering the facility where the event is to be held. A failure to cooperate with this security measure will be considered a material breach of this contract and result in the event being cancelled.
19. Consultant/Speaker and its representatives, agents, guests or subcontractors shall leave the event facility and USI grounds promptly at the conclusion of the provision of services and any related breakdown or cleanup.

e. Consultant/Speaker and USI Policies: Consultant/Speaker and its representatives, agents, guests or subcontractors agree to adhere to the following USI policies specifically related to drugs and alcohol, tobacco and weapons.

* 1. Drug & Alcohol Policy: <https://www.usi.edu/security/drug-alcohol-policy/>
  2. Tobacco Free Policy: <https://www.usi.edu/policies/handbook/tobacco-free-policy/>
  3. Weapons and Firearm Policy: [https://www.usi.edu/policies/handbook/firearms-weapons- restriction-on-campus/](https://www.usi.edu/policies/handbook/firearms-weapons-%20restriction-on-campus/)

f. USI is responsible for determining safety of event attendees as it relates to weather conditions in

reference to delaying event, changing event location, postponing event or cancelling event altogether.

1. If this work cannot be completed in the time period required because of any Force Majeure Event or any event which makes completing the work impossible or impracticable, then USI is not responsible for payment for any work not completed.
2. USI will not be liable for any expenses payable to speaker/consultant for any Force Majeure Event or any event which makes the scheduled event an impossibility or impracticability to hold.
3. A Force Majeure Event may include but is not limited to any pandemic or epidemic, an Indiana or Federal state of emergency, an Executive Order issued by the Governor of Indiana or President of the United States preventing performance by either party, or closure of either the USI campus or any facility hosting an event.
4. Other Items: [Insert additional terms here, if any.]

**Agreed To**:

**[Insert Consultant/Speaker’s Business Name] University of Southern Indiana**

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**Consultant/Speaker Signature USI Representative Signature**

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**Consultant/Speaker’s Name: Please Print USI Representative’s Name: Jeff Sponn**

**Director of Procurement**

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**Date Date**