



ENTERTAINER AGREEMENT

This Entertainer Agreement (the "Agreement") dated _____ is by and between _____ ("Entertainer") and Villanova University ("Villanova"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Entertainer and Villanova, intending to be legally bound, hereby agree as follows:

1. Villanova hereby retains Entertainer to provide services (the "Services") for the date and times listed on the Schedule of Services and Compensation attached hereto as Exhibit A and incorporated herein.
2. In consideration of Entertainer's satisfactory provisions of the Services, Villanova agrees to pay Entertainer the compensation amount listed in the Schedule of Services and Compensation. A check will be issued upon completion of the Services on the day/ night of the event. Entertainer is responsible for all taxes on income received from this Agreement and Villanova will not withhold such taxes unless so required by law.
3. If this Agreement is cancelled by Entertainer for any reason other than an Act of God or other force majeure event, then the Entertainer agrees to reimburse Villanova for its bona fide out of pocket expenses immediately upon the presentation of a certified statement of such expenses to the Entertainer unless the Entertainer can reschedule the event at the earliest possible date, mutually agreeable to both parties, under the terms of this Agreement.
4. Villanova is hereby relieved of any liability if unable to meet the responsibilities of the Agreement because of any Act of God; riots; health and safety concerns; outbreak of sickness, illness, or disease; pandemics; epidemics; strikes; any act or order of public authority; or any other legitimate cause beyond the control of Villanova. If such acts or conditions occur, Villanova is not liable for any damages which the Entertainer, its agents or representatives might suffer.
5. If the event will be provided through a third-party virtual platform (e.g. Zoom, Skype, etc.) ("Virtual Platform"), Entertainer understands and acknowledges that Entertainer must read and agree to the third-party Virtual Platform's terms and conditions in order to use the Virtual Platform. Villanova is not a party to any user agreement of terms and conditions between Entertainer and the Virtual Platform, including without limitation, any privacy policy or terms of use. Entertainer agrees not to provide access information for the event, including without limitation, login or credential information or links to event sessions, to any other party without the written permission of Villanova. Entertainer agrees not to photograph, record or otherwise capture images, video, or sound from the event. Entertainer further understands and acknowledges that Villanova cannot guarantee the functionality or security, or eliminate all risks associated with use of a Virtual Platform. The Virtual Platform is solely responsible for all matters regarding its application, including, without limitation, application functionality, terms of service, privacy policies, and any claims related to the operation or use of the application. Entertainer understands and agrees that there may be risks (including, without limitation, those related to privacy, data security, cybersecurity, and unauthorized access inherent in using a Virtual Platform) and Entertainer knowingly assumes such risks. Entertainer agrees to abide by all policies, terms, and conditions of the Virtual Platform.
6. If Entertainer is being paid \$600 to \$9,999 and the audience size is less than 1,000 people, Entertainer shall maintain a general liability policy of insurance in the amount of \$1,000,000 each occurrence. A certificate of insurance evidencing liability coverage on an "occurrence" basis and naming Villanova University as the certificate holder (Villanova University, Attn: Insurance and Risk Management, 800 Lancaster Avenue, Villanova, PA 19085) and as additional insured must be received by Villanova prior to the commencement of the event. The certificate must indicate that it is the responsibility of the insurance carrier to provide Villanova with 30 days' notice prior to cancelling or expiration of the insured's policy.

If Entertainer is being paid \$10,000 or more and/ or the audience size 1,000 people or more, Entertainer shall maintain a general liability policy of insurance in the amount of \$3,000,000 each occurrence. A certificate of insurance evidencing liability coverage on an "occurrence" basis and naming Villanova University as the



certificate holder (Villanova University, Attn: Insurance and Risk Management, 800 Lancaster Avenue, Villanova, PA 19085) and as additional insured must be received by Villanova prior to the commencement of the event. The certificate must indicate that it is the responsibility of the insurance carrier to provide Villanova with 30 days' notice prior to cancelling or expiration of the insured's policy.

7. If Entertainer will be driving on Villanova's premises, Entertainer shall maintain an automobile liability policy of insurance in the amount of \$1,000,000 each accident. If Entertainer does not carry a business automobile liability insurance policy, Entertainer shall maintain an automobile liability policy in statutory amounts. A certificate of insurance or the declarations page(s) of the personal automobile insurance policy showing policy dates and limits covering the automobile(s) that will be on Villanova's premises must be received by Villanova prior to the event.

Please initial here if Entertainer will not be driving on Villanova's premises: _____

8. Entertainer shall maintain a worker's compensation insurance policy in statutory amounts and an employer's liability policy with sublimits of \$100,000/ \$500,000/ \$100,000. A certificate of insurance must be received by Villanova prior to the event.

If Entertainer is a sole proprietor or otherwise not required by law to carry workers compensation/ employer's liability, these requirements are waived, and Entertainer certifies that in lieu of workers compensation/ employer's liability, Entertainer has health insurance to cover Entertainer, and anyone Entertainer hires to provide services to Villanova on Entertainer's behalf, to meet any and all needs for payment of medical costs for any injuries occurring or arising out of the Services or on Villanova's premises. Entertainer acknowledges Villanova will not be responsible for any medical expenses incurred as a result of or in conjunction with the Services or while on Villanova's premises.

Please initial here if Entertainer is not required to carry workers compensation/ employer's liability and attests to the above: _____

9. Villanova will not be held responsible for any rules, regulations, or policies of Entertainer which are not specifically stated in this Agreement.
10. Entertainer understands that the Entertainer's failure to fulfill any of the provisions of this Agreement, without prior written consent of Villanova, will be considered a breach of contract and may result in the cancellation of the Services at any time without liability whatsoever to Villanova. Furthermore, if the Entertainer breaches this Agreement to which Villanova has entered into in good faith and damages are suffered by Villanova, then the Entertainer shall assume liability for all such damages incurred by Villanova.
11. Entertainer hereby agrees to indemnify, defend, and hold harmless Villanova, its agents, servants, trustees, students, and employees from and against any and all loss, damage, liability, or expense, including attorney's fees, including but not limited to all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, and all damages to property caused by or arising out of or claimed to have been caused by or to have arisen out of the Services or Entertainer's noncompliance with this Agreement.
12. Entertainer acknowledges that Villanova will not be responsible for any physical damage occurring to property owned, leased or used by Entertainer.
13. The individual signing this Agreement for Entertainer certifies that he/she/ they has the authority to bind Entertainer to this Agreement. The Entertainer acknowledges that the individual signing this Agreement for Villanova signs as an agent of Villanova, and his/her/their personal liability is limited to warranting that he/she/they has been duly authorized to sign by Villanova, which is solely responsible for the performance of this Agreement.
14. Entertainer hereby agrees not to encourage forms of crowd participation that could possibly be expected to result in bodily injury to any person or property damage, including without limitation stage diving, dancing on



stage, moshing, etc. In the event Entertainer or Entertainer's representative is verbally warned of such behavior by a Villanova representative, but chooses to continue the behavior (either actively or by omission), or due to Entertainer's negligence (whether characterized as gross or otherwise), and Villanova must shut down the event, Entertainer agrees to waive his/her/their entire fee and indemnify Villanova for any and all bodily injury and property damage due to the initial behavior and subsequent shut down.

15. Entertainer agrees and understands that fireworks, pyrotechnics, or other similar displays are strictly prohibited at Villanova events.
16. Entertainer agrees and warrants that in the performance of the Agreement, Entertainer will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, sex, sexual orientation, age, national origin or on the basis of being handicapped but otherwise qualified, or in any manner prohibited by the laws of the United States.
17. Entertainer agrees to comply with any licensing requirements relative to the use of copyrighted musical materials in connection with the event.
18. Entertainer shall not use Villanova's name, mark, trademark, or any variation thereof for any purpose without the prior written consent of Villanova's Office of University Communication and Marketing.
19. Villanova is an independent coeducational institution founded by the Augustinian Order of the Roman Catholic Church. As a religiously based institution of higher learning, Villanova does not sponsor or support any endeavor that is contrary to the Catholic and educational character of Villanova. By signing this document and entering into this contractual agreement, Entertainer acknowledges awareness of the institutional environment and agrees not to do or say anything that is derogatory to the Catholic faith, contains sexually explicit actions, gestures, or expletives and/ or other obscenities or is otherwise indicated to be unacceptable or objectionable in Villanova's Policy Restricting Inappropriate Material or by Villanova's authorized representative for this Agreement. Any material that is derogatory to the Catholic Church or that is hateful or demeaning in its content as directed towards people or aspects of various races, religions, ethnicities, genders, disabilities, ages, and sexual orientation will be considered unacceptable. Entertainer shall neither directly or indirectly portray or use an image of or otherwise make any reference to Villanova or the Order of Saint Augustine, or any of its current or former trustees, officers, faculty, employees, students, members, or agents in a manner that is derogatory or disparaging or inconsistent with the mission of Villanova or the Order of Saint Augustine. Villanova may, in its discretion, consider presentation of inappropriate material to be a material breach of contract resulting in, without limitation, the withholding of payment(s). The terms of payment will be reviewed by Villanova's representative during the week following the event. Before this Agreement is executed, Villanova's representative on this Agreement should be made aware in writing of any material whose compliance with this policy is questionable.
20. Entertainer grants permission for the use of and hereby fully releases the use of Entertainer's image in any photographs, recording (including video and/ or sound) or other media containing Entertainer's image ("Images") made in connection with the event to Villanova. The Images may be used without restriction for the benefit of Villanova in any and all publications or media, in any form, including on any of Villanova's web sites or social media sites, without further consideration, and Entertainer acknowledges Villanova's right to so use the Images at its discretion. Entertainer understands that all rights to the Images belong exclusively to Villanova including, without limitation, the exclusive right to print, publish, display publicly, distribute and sell drawings or prints of the Images throughout the world and the exclusive right to license, sell, distribute or otherwise dispose of the following rights in the Images: publication and sale of the Images in clothbound and paperback books; publication and sale of the Images in cards, posters, pictures, brochures, dramatic, motion picture, video, DVD (sight and sound), broadcast (television) and electronic, mechanical or visual reproduction rights (including intranet, internet, microfilm and computer) and admissions materials; and any and all future and other rights not specifically enumerated for the benefit of Villanova. The above statement of release also covers the use of any quote and/or testimonial given by Entertainer during the event.



21. Notwithstanding anything in this Agreement to the contrary, Villanova may terminate this Agreement and no cancellation penalty shall be owed by Villanova (and all previously paid amounts shall be promptly refunded to Villanova) in the event Villanova terminates the Services due to public disclosures of acts of moral turpitude involving the Entertainer after the execution of this Agreement.
22. This Agreement constitutes the entire written agreement between the parties and supersedes any prior written or oral communications. This Agreement overrides the preprinted terms and conditions on any standard forms used by Entertainer, including work order, statement of work, terms of use, invoice, click-through, clickwrap or browsewrap terms or other terms made available, proposed or signed in connection with the Agreement. Any terms contained in Entertainer's standard forms that are inconsistent with this Agreement are hereby specifically rejected and shall not form any part of this Agreement or the contractual relationship between the parties.

Villanova's and Entertainer's authorized representatives execute this Agreement by signing below. Villanova and Entertainer may sign separate copies of this Agreement, and the separate copies will together form a fully signed copy of this Agreement.

ENTERTAINER:

VILLANOVA UNIVERSITY:

Signature (Please sign in ink. Typed signatures are not acceptable.)

Signature of Authorized Representative

Printed Name

Printed Name of Authorized Representative

Printed Title (if signatory is not the Entertainer)

Printed Title of Authorized Representative

Date

Date



VILLANOVA
UNIVERSITY

Exhibit A
SCHEDULE OF SERVICES AND COMPENSATION

SERVICES

Description of Services: _____

Services- Services shall be provided in a high quality, professional manner and shall be consistent with the Villanova University Entertainer Agreement attached hereto. Services shall include, without limitation the provision of all labor, personnel, materials, equipment (including sound, lighting, and electrical), transportation, recorded music with intellectual property licenses and permissions therefor, unless otherwise agreed to in writing.

Event Name: _____

Event Location: _____

Event Date: _____

Start Time for Setup, if applicable: _____

Event Starting Time for Services: _____

Event Ending Time for Services: _____

Ending Time for Takedown, if applicable: _____

Name of Villanova Representative: _____

COMPENSATION

Base Compensation: _____

*Hourly Rate for Time in Excess of Base Time Period: _____
(minimum ¼ hour increments)

*Only applicable for excess time requested by Villanova.