



VILLANOVA UNIVERSITY HYPNOTIST AGREEMENT

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

1. Villanova hereby retains Hypnotist 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. Hypnotist acknowledges that he/she is an independent contractor and not an employee of Villanova. As such, Hypnotist shall have no claim against Villanova for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment benefits or employee benefits of any kind.
2. Hypnotist 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 Hypnotist for any reason other than an Act of God or other force majeure event, then the Hypnotist 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 Hypnotist unless the Hypnotist can reschedule the event at the earliest possible date, mutually agreeable to both parties, under the terms of this Agreement.
4. Hypnotist shall, at his/ her sole cost, procure and maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. A certificate of insurance evidencing liability coverage and naming Villanova University as certificate holder 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.
5. If Hypnotist will be driving on Villanova's premises, Hypnotist shall maintain an automobile liability policy of insurance in the amount of \$1,000,000 each accident. If Hypnotist does not carry a business automobile liability insurance policy, 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 should be submitted.
Please initial here if Hypnotist will not be driving on Villanova's premises: _____
6. Hypnotist certifies he/ she is covered by a worker's compensation insurance policy in statutory amounts and an employer's liability policy with sublimits of \$100,000/ \$500,000/ \$100,000. If Hypnotist is a sole proprietor or otherwise not required by law to carry workers compensation/ employers liability, these requirements are waived. Hypnotist certifies that in lieu of workers compensation/ employer's liability, Hypnotist has health insurance to cover Hypnotist, and anyone Hypnotist hires to provide services to Villanova on Hypnotist's behalf, to meet any and all needs for payment of medical costs for any injuries occurring or arising out of the work or services Hypnotist is providing or on Villanova's premises. Hypnotist acknowledges Villanova will not be responsible for any medical expenses incurred as a result of or in conjunction with the work or services Hypnotist is providing or on Villanova's premises.
Please initial here if Hypnotist is not required to carry workers compensation/ employer's liability and attests to the above: _____
7. Hypnotist understands that the Hypnotist'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 event hereunder at any time without liability whatsoever to Villanova. Furthermore, if the Hypnotist



breaches this Agreement to which Villanova has entered into in good faith to the extent that damages are suffered by Villanova, then the Hypnotist shall assume liability for all such damages incurred by Villanova.

8. Hypnotist 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 be caused by or to have arisen out of the services provided by Hypnotist or Hypnotist's noncompliance with this Agreement.
9. Hypnotist acknowledges that Villanova will not be responsible for any physical damage occurring to property owned, leased or used by Hypnotist.
10. The individual signing this Agreement for Hypnotist certifies that he/ she has the authority to bind Hypnotist to this Agreement. The Hypnotist acknowledges that the individual signing this Agreement for Villanova signs as an agent of Villanova, and his/her personal liability is limited to warranting that he/ she has been duly authorized to sign by Villanova, which is solely responsible for the performance of this Agreement.
11. Hypnotist agrees and warrants that in the performance of the Agreement, Hypnotist will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, sex, age, national origin or on the basis of being handicapped but otherwise qualified in any manner prohibited by the laws of the United States.
12. Hypnotist 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.
13. 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 University does not sponsor or support any endeavor that is contrary to the Catholic and educational character of the institution. By signing this document and entering into this contractual agreement, Hypnotist acknowledges awareness of the institutional environment and agree 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 this policy or by Villanova University'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. Hypnotist shall neither directly or indirectly portray or use an image of or otherwise make any reference to Villanova University 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 University or the Order of Saint Augustine.
14. Hypnotist grants permission for the use of Hypnotist's image in any photographs, recording (including video and/ or sound) or other media containing Hypnotist's image ("Images") made in connection with the event. 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 Hypnotist acknowledges Villanova's right to so use the Images at its discretion.

[Signature Page Follows]



15. Notwithstanding anything in this Agreement to the contrary, no cancellation penalty shall be owed by Villanova (and all previously paid amounts shall be refunded to Villanova) in the event Villanova cancels the speaking engagement due to public disclosures of acts of moral turpitude involving the Hypnotist after the execution of this Agreement.

HYPNOTIST:

VILLANOVA UNIVERSITY:

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

Signature

Printed Name

Printed Name

Printed Title (if signatory is not the Hypnotist)

Printed Title

Date

Date



Exhibit A
SCHEDULE OF SERVICES AND COMPENSATION

SERVICES

Description of Services: _____

Services- Services shall be provided in a high quality, professional manner.

Event Name: _____

Event Date: _____

Event Location: _____

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.