



VILLANOVA UNIVERSITY STUDENT ENTERTAINER AGREEMENT

This Student Entertainer Agreement (the "Agreement") dated _____ is by and between _____ ("Entertainer"), a current student at Villanova University, 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. 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. If Entertainer will be driving on Villanova's premises to provide Services, Entertainer shall maintain an automobile liability policy of insurance with limits as required by law.
5. Entertainer certifies 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 work or services Entertainer is providing 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 work or services Entertainer is providing or on Villanova's premises.
6. 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 event hereunder at any time without liability whatsoever to Villanova. Furthermore, if the Entertainer breaches this Agreement to which Villanova has entered into in good faith to the extent that damages are suffered by Villanova, then the Entertainer shall assume liability for all such damages incurred by Villanova.
7. 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 be caused by or to have arisen out of the services provided by Entertainer or Entertainer's noncompliance with this Agreement.
8. Entertainer acknowledges that Villanova will not be responsible for any physical damage occurring to property owned, leased or used by Entertainer.
9. The individual signing this Agreement for Entertainer certifies that he/ she 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 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.



10. Entertainer hereby agrees not to encourage forms of crowd participation that could possibly be expected to result in bodily injury or property damage to the facility, 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 in its omission), or due to Entertainer's negligence (whether characterized as gross or otherwise), and Villanova must shut down the performance, Entertainer agrees to waive his/ her entire fee and indemnify Villanova for any and all bodily injury and property damage due to the initial behavior and subsequent shut down.
11. Entertainer agrees that fireworks, pyrotechnics, or other similar displays are strictly prohibited at Villanova events.
12. 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, age, national origin or on the basis of being handicapped but otherwise qualified in any manner prohibited by the laws of the United States.
13. 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.
14. 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, Entertainer 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. Entertainer 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.
15. Entertainer grants permission for 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. 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.
16. 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 Entertainer after the execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]



17. This Agreement, including Villanova's Policy Restricting Inappropriate Material attached hereto as Exhibit B and incorporated herein, constitutes the entire written agreement between the parties and supersedes any prior written or oral communications. In the event there is a conflict between the terms of this Agreement and any prior written or oral communications, the terms of this Agreement shall prevail.

Entertainer certifies that he/ she is 18 years of age or older.

ENTERTAINER:

VILLANOVA UNIVERSITY:

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

Signature

Printed Name

Printed Name

Banner ID

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.



Exhibit B
POLICY RESTRICTING INAPPROPRIATE MATERIAL

Villanova University 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, you (the party contracting with Villanova University) are acknowledging 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 representative or Villanova University.

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. You 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 their 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.

Villanova University 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 University's representative during the week following the performance/ event. Before this Agreement is executed, Villanova University's representative on this Agreement should be made aware in writing of any material whose compliance with this policy is questionable.

ENTERTAINER:

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

Printed Name

Banner ID

Date