

**NEW JERSEY INSTITUTE OF TECHNOLOGY  
STANDARD SPEAKER / PERFORMER CONTRACT**

This shall serve as a Contract Agreement between New Jersey Institute of Technology, herein after referred to “the University” and the undersigned Speaker / Performer, \_\_\_\_\_ herein after referred to “the Speaker/Performer” for the engagement described below:

1. Type/Name of Engagement: \_\_\_\_\_
2. Sponsoring Student Organization: \_\_\_\_\_
3. Location of Engagement: \_\_\_\_\_
4. Day/Date for Engagement: \_\_\_\_\_
5. Starting and Finishing Time of Engagement \_\_\_\_\_

6. Fee Agreed Upon: \$\_\_\_\_\_

NJIT reserves the right to deduct from the payment fee any damages attributable to the non-performance of the speaker’s contractual obligations as set forth in this contract.

7. The university shall at all times have a complete supervision, direction and control over the services of the Speaker/Performer during the engagement. Failure to comply will result in cancellation of performance and forfeiture of payment to the Speaker/Performer.
8. If the Speaker /Performer cancels said Contract Agreement less than 7 days prior to the date of the performance, the Speaker/Performer is obligated to reimburse the University for expenses already incurred (e.g. publicity).
9. The University reserves the right to cancel this Contract Agreement with no obligation for payment to the Speaker/ Performer up until seven days prior to the engagement.
10. If completion of this Contract Agreement is rendered impossible due to extreme conditions beyond the control of either party, or if in the University’s sole discretion cancellation of the event is necessary for the safety of the campus community, it is understood that there shall be no claim for damages by either party.
11. The Speaker/Performer understands and will inform all necessary parties that drinking of alcoholic beverages on campus is permitted to only in the Pub at NJIT by those 21 years of age or older with proper identification. Permitted alcoholic beverages shall consist only of those, which are sold on the premises.
12. The University strictly prohibits vehicles from driving on the sidewalk or lawn. Violators will be held legally and financially responsible for any damages which result Vehicles may only use roadways and park in the designated parking spaces.
13. The University strictly prohibits smoking in all buildings, including but not limited to all performance space(s) and dressing room(s). Smoking is only permitted outdoors.
14. The parties agree that all security is subject to the sole and exclusive control of New Jersey Institute of Technology. The Speaker/Performer agrees that neither the Speaker/Performer nor his/her agents or employees will be permitted to search attendees, patrol, guard, or in any way provide security for the speaking engagements. With the prior consent of the University, the Speaker/Performer may be accompanied by individuals providing personal security to the speaker, subject to any conditions determined by the University. The Speaker/Performer further agrees that if the Speaker/Performer anticipates or encounters any particular security needs or problems they will immediately be brought to the University’s attention by notifying the Dean of Students (or her designee) and the Director of Public Safety (or his designee).

15. Possession of weapons on campus is strictly prohibited. Violators of this prohibition are subject to immediate arrest and criminal prosecution. Exceptions to this prohibition are law enforcement officers and individuals authorized to carry a weapon via N.J. state permit.
16. It is agreed that if the Speaker/Performer insists upon security measures that are not agreeable to the University, The University may terminate this Contract Agreement and cancel the speaking engagement, and that the University shall be released from any liability or damages for such cancellation.
17. The Speaker/Performer agrees to abide by all rules and regulations of New Jersey Institute of Technology, including but not limited to those concerning sale and/or distribution of materials.
18. The Speaker/Performer agrees to allow the University to audio and/or video tape the engagement.
19. The Speaker/Performer shall not assign this Contract Agreement without the prior written consent of the University.
20. The University and Speaker/Performer stipulate and agree that venue with respect to any matters in dispute which may arise under this contract agreement shall properly be placed in New Jersey and that all disputes shall be resolved by suit brought before a Court in New Jersey. The University and the Speaker/Performer further agree that such suit for purposes of venue may only be initiated and maintained in Essex County, New Jersey.
21. The University and the Speaker/Performer agree that any changes, additions or deletions to this Contract agreement must be completed in writing, signed and agreed to by both parties.

AGREED AND ACCEPTED:

**For New Jersey Institute of Technology**

\_\_\_\_\_  
Student Activities Associate Director

\_\_\_\_\_  
Advisor's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

**For the Speaker/Performer**

\_\_\_\_\_  
Speaker/Performer Name (print)

\_\_\_\_\_  
Speaker/Performer's Signature

\_\_\_\_\_  
Speaker/Performer's SS# or Federal ID#

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date