

Syracuse University

Engagement Agreement

This contract entered into as of January 10, 2019 by and between **Lynn Conway** hereafter referred to as “SPEAKER” and **Syracuse University** hereafter referred to as “PURCHASER”. It is understood and agreed that the Speaker is not an employee of the Purchaser.

Speaker: Lynn Conway

Performance Type: On stage conversation/discussion

Terms: \$2,000 plus travel expenses

Date of engagement: Tuesday, March 26, 2019

Place of engagement: Hendricks Chapel, Syracuse University

Venue capacity: 1,000

Schedule:

Monday, March 25

- Late afternoon or early evening arrival in Syracuse
- Dinner with a small group of staff/faculty/students

Tuesday, March 26

- 12:00 pm – 1:30 pm - Lunch with a small group of student and a faculty facilitator
- 5:30 pm – 5:45 pm – Video interview and photo with Newhouse media students
- 5:50 pm – 6:00 pm - Tech check at Hendricks
- 6:00 pm-7:00 pm - Reception – invitation only, no more than 50 guests, made up of faculty, staff and students
- 7:00pm -7:30 pm – Green Room
- 7:30 pm – 8:45 pm - Lecture in Hendricks Chapel – This could be a presentation or an on stage conversation with a faculty member, followed by questions from the audience.

Wednesday, March 27

- 8:30 am – 9:30 am – breakfast with a small group of students and faculty
- 5:30 pm – 7:00 pm – dinner with a small group of students/faculty/staff

Thursday, March 28

- Depart for airport

1. Subject to the terms and conditions of this Agreement, Purchaser agrees to pay the Speaker as consideration for the Speaker’s services the amounts set forth under “Terms” above. Payment shall be made in the form of a Syracuse University check immediately following engagement, provided signed Agreement is returned in acceptable form at least fifteen (15) business days prior to engagement. Otherwise, check will be mailed following the event to the appropriate address within fifteen (15) business days. If applicable, any and all city, state and federal amusement taxes shall be paid by the Purchaser.
2. Each party shall, to the fullest extent permitted by law defend, indemnify and hold each other, as well as their respective agents, representatives, principals, employees, trustees, officers and directors, harmless from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, judgments,

and claims by or on behalf of any person, firm, corporation, entity or governmental authority if caused by the negligent or intentional act or omission of the indemnifying party, its agents, representatives, principals, employees, trustees, officers or directors.

3. It is understood that this contract is binding on both parties; it cannot be cancelled except as follows: the Speaker and Purchaser mutually agree that either party may cancel this contract and all parties shall be released from any liability or damages hereunder, if the Speaker or Purchaser is unable to fulfill the terms of this contract due to an Act of God or any other legitimate conditions beyond the control of the Speaker or Purchaser.
4. All elements of production for this event must be approved through the Purchaser. This includes, but is not limited to, the use of the stage, power limitations of the venue, special effects, load-in schedules, and placement of equipment.
 - a. Any Purchaser owned or rented equipment damaged or lost by Speaker negligence will result in a renegotiated payment.
 - b. Only Purchaser provided or approved credentials will be recognized for the entirety of the engagement.
5. Purchaser shall provide a well heated, lighted, and proper place for the performance, in good condition, together with all necessary accessories and properties.
6. For safety reasons, Purchaser maintains control of production, including doors and lights, at all times.
 - a. Purchaser maintains control of the venue and any surrounding University owned buildings or property. Speaker will not be allowed free access to any of these facilities except for the direct performance space, any production offices, ticketing spaces and hospitality or green rooms set forth in this contract or attached addendums.
7. In the event that the Purchaser is providing accommodations as per the terms of this contract, the Speaker will be held responsible for any damages or incidentals that might be incurred due to the Speaker or Speaker's guests. This includes providing credit information to the hotel for security deposit purposes.
8. Purchaser employs experienced, trained T-shirt personnel for event work. These personnel are supervised by and report to Purchaser's Department of Public Safety.
9. Late arrival of Speaker for load in will cause a reduced or cancelled sound/line check. The day of show schedule may not be held or modified due to Speaker's absence or tardiness. The Speaker will be expected to comply with departure times to and from the dressing room(s) which shall be established by the Purchaser. If the day of show schedule is delayed or interrupted in any way by the Speaker failing to follow the directions of the Purchaser, except where the delay is beyond the control of the Speaker, the performance fee will be reduced by 10% and delivered by mail within fifteen (15) days.
10. In the event of a default, Purchaser shall have the rights and remedies available at law and in equity, including without limitation, the right to cancel the engagement as set forth in this Section 10. To the extent that Purchaser deems it advisable to cancel a show due to the below defaults, Purchaser shall notify Speaker, and the parties shall have no further obligations to each other under this Agreement.

The following shall be deemed a default on the part of the Speaker:

- (a) failure to appear for a scheduled performance time;
- (b) failure to abide by any rules regarding Speaker or Speaker's entourage and guests; and
- (c) allegations involving moral turpitude or other fraudulent or alarming behavior

11. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New York, without regard to principles of conflicts of law. Jurisdiction of any litigation with respect to this Agreement shall be in New York, with venue in a state or federal court of competent jurisdiction in Onondaga County, and Speaker hereby submits to the sole and exclusive jurisdiction of such courts.
12. Purchaser shall have the right to use Speaker's name, likeness and biographical information, and any photographs and recordings taken of Speaker during the engagement by Purchaser or any third party acting on Purchaser's behalf, for University publicity and advertising purposes related to such engagement.
13. The parties to this Agreement are independent contractors, and they will have no other relationship to each other. In all their actions each party will conduct itself only as an independent contractor. Without limiting the generality of the preceding, no party will have, nor hold itself out as having, the power or authority to bind or create liability for another party by its intentional or negligent act or omission.

PURCHASER: SYRACUSE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

FOR SPEAKER:

By: _____

Date: _____

Speaker/Speaker's Representative:

Name: _____

Address: _____

City, State, Zip: _____

Please sign this contract and return a copy to the following:

Ellen King

Executive Director, Special Events

820 Comstock Avenue

Syracuse, NY 13244

efking@syr.edu

315-443-4610