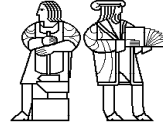


MASSACHUSETTS INSTITUTE OF TECHNOLOGY



Student Life Programs Office
77 Massachusetts Avenue
Cambridge, MA 02139

Building W20-549
(617) 253-6777
(617) 253-8391 Fax

**Massachusetts Institute of Technology
On-Campus Event Agreement
[Student Life Programs]**

1. Name and address of Contracting Party (Name of person/group you are hiring):

2. Student Organization Name: _____

3. Student Organization Contact: _____

Phone: _____

E-mail: _____

4. Day and Date of Event: _____

5. Nature of Event (e.g. Performance/Lecture/Concert): _____;

Location: _____

6. Services provided by Contractor at/for Event [Include prices/rates and attach accepted proposal or other details, if applicable]:

Food [**describe**]: _____ (Caterer _____)

Beverage: _____; alcohol: yes ___ no ___

Entertainment [**describe**]: _____

Staff included [**specify**]: _____

Equipment/Furniture: _____

Other: _____

7. Fees (\$ amount):

Performance or other Fee/Honoraria: _____

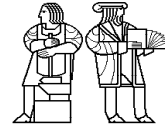
Travel/Lodging: _____

Additional Fees:

Food: _____ Entertainment: _____

Beverage: _____ Equipment/Furniture: _____

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Servers/Staff: _____ Gratuity: _____
Other: _____

Total Fee : \$ _____ [see paragraph 17 below]

by Institute check immediately upon completion of performance

Made Payable to (**Full Legal Name of Performer/Agent/Promotor/Other**):

(to pay an **individual**) Social Security Number: _____

(to pay an **agency/company**) Federal Tax ID Number: _____

Permanent Address (for tax purposes): _____

Name and Telephone number for contact: () _____

8. Event time: _____

beginning: _____ am/pm end: _____ am/pm

Setup/Assembly: by MIT _____; beginning _____ am/pm

by Contractor _____; beginning _____ am/pm

Disassembly: by MIT _____/ By Contractor _____

Contractor will provide at least one qualified employee to be responsible for the correct and proper setup and operation of the equipment and other items provided under this Agreement and will be present from the initial setup through completion and disassembly

9. Length of Event (specify, if applicable, by type of service, e.g.

performance/lecture/bartender/meal/entertainment):

10. Equipment (i.e. lights, sound, podium, etc.) and Other Services:

MIT will supply: _____

Contractor will supply: _____

NO PYROTECHNICS PERMITTED

11. Sound:

MIT expressly reserves the right to control the sound level during the Event, specifically calling for a maximum continuous sound noise level.

12. Security:



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MIT Campus Police to determine. MIT reserves the right to refuse and forbid requested service or arrangements as being impermissible on the grounds of safety, security and/or caution in the operation of any equipment. MIT EHS Office/Safety Program Office, as well as event venue, to be consulted as appropriate.

13. Other Requirements:

Contractor must comply with all applicable state, federal and local laws, regulation, etc., as well as with MIT's policies and guidelines.

14. Impossibility of Performance:

The agreement to perform is subject to proven detention by sickness, accidents, riots, epidemics, or acts of God, beyond the control of the MIT or Contractor. In this event, notice of such shall be given to the other party to the contract prior to the Event.

15. Damage:

Contractor agrees that it will not alter, modify, attach, append or in any way or manner affect any of the property, fixtures, or real estate of MIT or Event location. If in the opinion of MIT, this clause is violated any payment due for Event will be fully withheld pending settlement for damage.

16. Indemnification:

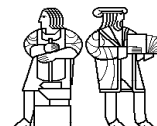
Contractor **[and Agent]** shall indemnify **[jointly and severally]** and hold harmless MIT, its governing board, officers, employees, and agents, from any and all liability and claims arising in connection with such liability caused by, or arising out of death or injury to any person or damage to property, caused by or arising out of activities of **[Agent and/or]** Contractor, and their members, agents, and/or employees while engaged in preparing for or presenting the Event hereunder. Contractor **[and Agent]** shall indemnify **[jointly and severally]** and hold MIT harmless from any and all liability and claims arising in connection with the actual presentation of the material contained in the Event, whether occurring due to defamation, copyright infringement, or otherwise.

17. Insurance:

Contractor shall obtain and maintain (a) commercial general liability insurance against bodily injury, including death, and property damage with minimum limits of liability of \$1,000,000, including liquor liability insurance (if applicable) for each occurrence to cover such liability caused by, or arising out of, activities of Contractor, and their members, agents and/or employees while engaged in preparing for, or presenting, the Event, (b) automobile liability insurance with minimum limits of liability of \$1,000,000 each occurrence, (c) umbrella or excess liability insurance in excess of each of the above policies with a limit of liability of **\$5,000,000 (\$1,000,000)** and (d) workers compensation insurance in statutory amounts. Contractor agrees to furnish MIT's Insurance Manager for approval with a certificate of insurance at least 5 days prior to the Event and to have MIT, its governing board, officers, and employees named as additional insureds therein. All insurance to be in full legal name of contracting party. **[Note: Any changes to this section to be approved by MIT's Insurance Manager]**

18. Miscellaneous:

- a. MIT liable only for costs up to maximum **food and/or beverage** tab.



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- b. Prior to the Event, Contractor shall obtain any required work permit, visa, approval, license, etc., and make any required filing or notice to any governmental authority. (Indicate if ___ applicable/___ not applicable)
- 18. Relationship of Parties: It is agreed that Contractor and its members, agents and/or employees are solely responsible for their own actions and have no relationship to MIT as partners, joint venturers, employees, or agents.
- 19. Authority to Sign: The individual signing this Agreement represents and warrants that he/she has the authority and capacity to execute this Agreement for the Contractor.
- 20. Notices: Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To MIT:
 Student Life Programs Office
 84 Massachusetts Ave.
 W20-549
 Cambridge, MA 02139
 ATTN: _Tom Robinson or Linda Noel_

To Contractor: at the address listed on Page 1

21. If bartending services, attach MIT Form Bartending Rider

22. For multiple events (e.g. classes), attach proposal for terms which vary by event

**Massachusetts Institute of Technology
(Signed by Procurement Office)**

Contractor: [full legal name]

(Signature)

(Signature)

(Printed Name)

(Printed Name) [**To be authorized signer**]

(Title)

(Title)

Date: _____

Date: _____