SCHOOL OF ENGINEERING OSARC **ARTIST** CONTRACT

Instruction Sheet for the **Producer** (the Registered Student Club or Organization at SCHOOL OF ENGINEERING)

**Use the SCHOOL OF ENGINEERING OSARC Artist Contract for the following (including those performing for a fee or for free): Amplified Bands, Dance Companies/Troupes, Professional DJs, Non-SCHOOL OF ENGINEERING Student DJs**

**Due Date:** If Artist appears free of charge or for a fee, contract and forms are due to OSARC club advisor 10 full days prior to date of event.

**1. When submitting a SCHOOL OF ENGINEERING OSARC Artist Contract to the OSARC for payment processing, attach to the contract the following: If payment is to an individual: (Check off each item as collected.)**

 OSARC **Artist** Contract (signed by the **Artist** or their authorized representative)

 Certificate of Insurance (minimum requirements of $2 million per occurrence General Liability; $1 million Auto Liability if a vehicle will be used by the **Artist** or their authorized representatives to transport equipment onto SCHOOL OF ENGINEERING property for load in/load out purposes at a SCHOOL OF ENGINEERING performance venue). **Artists** that do not have the required insurance may opt to purchase insurance for on-campus events only through the Tulip Program: [www.marshcampus.com/SCHOOL OF ENGINEERING](http://www.marshcampus.com/NYU-POLY)

 OSARC Payment Request Form

 OSARC Program Registration Form

 W-9 Form (Only if the payee is a US Citizen or Permanent Resident.)

 Tax Compliance Notification Form (Only if the payee is a non-US Citizen or a non-US Permanent Resident Alien.)

**If payment is to a business: (Check off each item as collected.)**

 Copy of the OSARC **Artist** Contract (signed by the **Artist** or their authorized representative)

 Certificate of Insurance (minimum requirements of $2 million per occurrence General Liability; $1 million Auto Liability applicable if a vehicle will be used by the **Artist** or their authorized representatives to transport equipment onto SCHOOL OF ENGINEERING property for load in/load out purposes at a SCHOOL OF ENGINEERING performance venue; and Statutory Workers' Compensation and $1 million Employers' Liability. **SCHOOL OF ENGINEERING requires that the "Certificate Holder" named on the Certificate of Insurance is "Polytechnic Institute of New York University, Insurance Department, 838 Broadway, 4th Fl., NY NY**

**10003-4475."** Businesses that do not have the required insurance may opt to purchase insurance through the Tulip Program:

[http://www.marshcampus.com/SCHOOL OF ENGINEERING](http://www.marshcampus.com/nyu)

 OSARC Payment Request Form

 OSARC Program Registration Form

 W-9 Form (Only if the payee is a US incorporated business.)

 Tax Compliance Notification Form (Only if the payee is a non-US incorporated business.)

**2. Payments to Businesses and Payment Date.** When the payee is a business, the business will be required to submit to SCHOOL OF ENGINEERING Accounts Payable c/o the Office of Student Activities and Resource Center a final invoice after the date of the performance. The invoice must be dated and include the payee name, mailing address, email, phone number, Employer Identification Number, description of service provided, date service provided, name of club being invoiced, and dollar amount due. **Payment will be made no less then five weeks after SCHOOL OF ENGINEERING Accounts Payable receives the final invoice following the performance.**

**3. What should the Producer do after the contract and all required forms are completed and forwarded by the Artist or their authorized representative to the Producer?** The **Producer** shall meet with their OSARC club advisor to review the contract and forms. If contract and required forms are in order, the OSARC club advisor shall forward these to the Director of Student Activities. If any required forms are missing or required information is not provided, the **Producer** shall be responsible for following up with the **Artist** or their authorized representative and correcting any issues. This will delay the signing of the contract by the Director of Student Activities. **The Artist shall not be allowed to perform without the signed contract.** Following the signing of the contract by the Director of Student Activities**, if the payee is an individual, they can anticipate payment in no less then five (5) weeks, and if the payee is a business, they can anticipate that payment will be made no less the five weeks after SCHOOL OF ENGINEERING Accounts Payable receives the final invoice following the performance.**

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**Terms and Conditions**

**1. Section 1 - To be completed by the Producer (sponsoring club at SCHOOL OF ENGINEERING)**

2. **Producer and the Artist** or their authorized representative agree to all of the following terms and conditions of this **SCHOOL OF ENGINEERING OSARC Artist**

**Contract**:

3. On this day (today’s date): the **Producer** (club name):

4. hereby agrees to engage the **Artist** (artist name):

5. to perform at (title of event):

6. Event Venue Name:

7. Venue Address:

8. Date of Event:

9. Start and End Time of Event: **Artist** Arrival Time: Sound Check Time:

10. Contact Person for the **Producer** (club):

11. Telephone: Email Address:

**12. Section 2 - To be completed by the Artist or their Representative.**

13. **Artist** Fee: $

14. SCHOOL OF ENGINEERING Check Payable to:

15. Payee Street Address:

16. Payee City/State/Zip Code:

17. Name of Primary Contact for Artist: Relationship to **Artist**:

18. Email Address:

19. Telephone: Fax:

20. Is the payee a U.S. Citizen, US Incorporated Business or Permanent Resident? (yes or no): (If yes, complete & attach W-9 Form)

21. Is the payee a non-resident alien or non-US Incorporated Business? (yes or no): (If yes, complete & attach Tax Compliance Notification

Form)

22. Is the payee a faculty member, staff or administrator employed by Polytechnic Institute of New York University? (yes or no)

23. If yes, they cannot be paid for their services.

24. Is the payee a student at Polytechnic Institute of New York University? (yes or no)

25. If yes, they cannot be paid for services. (An exception is made for SCHOOL OF ENGINEERING student DJs to be paid $500 or less for their DJ services.)

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26. The **Producer** will at all times have supervision, direction and control over the engagement.

27. The **Artist** agrees to strictly adhere to the arrival, sound check/rehearsal, and performance times. Failure to do so may result in cancellation of event and/or forfeiture of performance fees.

28. Polytechnic Institute of New York University general facility regulations prohibit a.) smoking in all areas of the building, b.) bringing food and

beverages into theatres, academic lecture halls, athletic centers, auditorium seating areas, or other restricted areas, c.) alcoholic beverages anywhere on Institute property including onstage, backstage or in dressing rooms, d.) controlled substances anywhere on Institute property, e.) animals in all areas, except dogs assisting persons with disabilities, and as required on stage for events, f.) open flame, fireworks, flash pots, or other pyrotechnic devices, and g.) affixing signs or banners to any surface without prior approval by the **Producer**, h.) unauthorized solicitation.

29. Fire and safety regulations shall be in accordance with the Institute, City, and State codes and shall be enforced by the SCHOOL OF ENGINEERING Facility

Operations Staff, SCHOOL OF ENGINEERING Fire Marshals, and SCHOOL OF ENGINEERING Public Safety staff.

30. The **Artist** and their authorized representatives shall conform to the laws and regulations of the City and the State of New York, and this agreement shall be governed by the Laws of New York.

**31.** The **Producer** will provide a basic sound system for events held in conference/banquet room and lecture hall settings, and a basic sound

system, basic theatrical lighting system and engineer in theatre settings at no expense to the **Artist.**

32. **Artists** and their representatives agree to lower the volume of their amplified sound to a level prescribed by authorized Institute officials when

the authorized Institute officials have determined that the level of sound could result in damage to Institute owned or leased property, when the level of sound disrupts the business of the Institute or violates local laws regarding acceptable sound levels.

33. The **Producer** agrees to provide the **Artist** with an adequate sound check/rehearsal time prior to the performance.

34. The **Artist** and their authorized representatives agree to abide by all security policies and procedures regarding guest lists at the venue. **Artist** and their authorized representatives will be allowed up to twenty (20) guests (full names of all guests required). All non-student guest names must be given to the **Producer** for inclusion on the approved guest list no later than the agreed sound check time or five hours before doors open, and all guests must present a valid government issued photo ID for admittance. No changes may be made after guest list submission. The **Producer** is not responsible for any changes made by the Institute to the Institute security or entrance policy.

35. If **Artist’s** performance hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, accident, interruption of transportation due to an Act of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, or any other cause or event beyond **Artist’s** or **Producer’s** control (force majeure), then **Artist’s** obligations with respect to the affected performance shall be excused and shall have no liability to **Producer** in connection therewith. In the case of such cancellation due to force majeure, **Producer** will not remain liable for any payment to the **Artist**.

36. If for any reason, except due to an Act of God (force majeure), this contract is canceled by the **Artist** or a change of date is required by the **Artist** for any reason other than an Act of God then the **Artist** agrees to reimburse the **Producer** for any bona fide out of pocket expenses immediately upon presentation of a certified statement of such expenses to the **Artist** or his/her representative.

37. **Producer** and Polytechnic Institute of New York University, its trustees, officers, employees, agents, representatives, students and volunteers

assumes no liability or responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities and/or damages incurred by the **Artist** resulting from their negligence or willful misconduct and related to or based upon the presentation or production of the Engagement.

38. The **Artis**t, the Artist’s representative, the management agency and their directors, employees, contractors, and agents agree to indemnify, defend and hold harmless to the fullest extent permitted by law the **Producer** and Polytechnic Institute of New York University, its trustees, officers, employees, agents, representatives, students and volunteers from and against any and all losses, claims, demands, damages, judgments, or liabilities of any nature (including liabilities for fines, penalties and reasonable attorneys’ fees, disbursements and other litigation

costs), resulting from or arising out of the negligence or willful misconduct of the **Artist**, Artist’s representative, the management agency and

its directors, employees, contractors, and agents relating to or based upon the presentation or production of the Engagement.

39. The **Artist** or their authorized representatives agrees to submit with this contract a **Certificate of Insurance** as proof that the **Artist** has

insurance that meets SCHOOL OF ENGINEERING's minimum requirements of $2 million per occurrence General Liability; $1 million Auto Liability [applicable if a vehicle will be used by the **Artist** or their representatives to transport equipment onto SCHOOL OF ENGINEERING property for load in/load out purposes at a SCHOOL OF ENGINEERING performance venue]; and Statutory Workers' Compensation and $1 million Employers' Liability [except in cases where the **Artist** is hiring other artists to perform with them on a freelance basis for this specific performance at SCHOOL OF ENGINEERING.] Failure to provide the minimum requirements of insurance will prevent SCHOOL OF ENGINEERING from signing the contact. **SCHOOL OF ENGINEERING requires that the "Certificate Holder" named on the Certificate of Insurance is "Polytechnic Institute of New York University, Insurance Department, 838 Broadway, 4th Fl., NY NY**

**10003-4475."**

40. If no vehicle is being used by the **Artist** or their representatives to transport equipment onto SCHOOL OF ENGINEERING property for load in/load out purposes,

initial here to waive Auto Liability insurance requirement.

41. SCHOOL OF ENGINEERING has stringent policies regarding publicity and promotion of its events and distribution of tickets. Any publicity or promotional materials produced and distributed by the **Artist** and their authorized representatives must be approved by the **Producer**. Any ticket sales for this engagement must be managed through SCHOOL OF ENGINEERING Ticket Central. No one under 18 years of age is admitted unless they are a NYU- POLY student with a valid SCHOOL OF ENGINEERING ID or have special permission from the Office of Student Activities and Resource Center.

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42. The **Artist** and their authorized representatives agree that if the payee of the contract is a business, SCHOOL OF ENGINEERING may require

that a PurchaseOrder be issued by SCHOOL OF ENGINEERING Purchasing Department to the payee (business). If a SCHOOL OF ENGINEERING Purchase Order is required, no services should be provided until a Purchase Order is issued. The business will be required to submit a final invoice to SCHOOL OF ENGINEERING Accounts Payable Department c/o the Office of Student Activities and Resource Center after the date of the performance. The invoice must be dated and include the payee name, mailing address, email, phone number, Employer Identification Number, description of service provided, date service provided, name of club being invoiced, and dollar amount due.

43. The **Artist** and their authorized representatives agree that this contract can not be signed by the Director of Student Activities until all required forms and information are provided by the **Artist** and their representatives and **Producer** submits these to the club's OSARC club advisor for

review.

**44.** The **Artist** and their authorized representatives agree that the Director of Student Activities, the club's **OSARC club advisor** and other employees of the Institute are not responsible for delays in processing a contract due to failure of an **Artist**, their authorized representative, or

a **Producer** to submit the contract and required forms to their **OSARC club advisor** for review and processing. The **Artist** and their authorized representatives agree that if any required forms or information is not provided, the **Producer** shall be responsible for following up

with the **Artist** or their authorized representative and correcting any issues.

**45.** The **Artist** and their authorized representatives agree that **if the payee is an individual, they can anticipate payment in no less then five (5) weeks after the date the Director of Student Activities signs the contract, and if the payee is a business, they can anticipate payment in no less then five weeks after submitting their final invoice to SCHOOL OF ENGINEERING Accounts Payable after the date of the performance.**

**46.** The **Artist** and their authorized representatives agree that students are not authorized to sign contracts.

47. The **Artist a**nd their authorized representatives agree that they will not perform the contracted services without a contract signed by the

Director of Student Activities. The **Artist a**nd their authorized representatives **a**gree that the **Artist** and their representatives shall not be paid for performing a service without a contract signed by the Director of Student Activities.

48. The **Artist** and their authorized representatives shall conform to the rules, policies and regulations of Polytechnic Institute of New York

University and its venues, and they shall abide by the agreed upon stipulations in this, and all other contracts, riders, and agreements relating to or based upon the presentation or production of the Engagement and signed by the **Artist** or their authorized representative and by the Director of Student Activities. Failure to do so may result in cancellation of the **Artist** or event and forfeiture of performance fees. Policies regarding use of Institute facilities and conduct of guests on SCHOOL OF ENGINEERING property can be found at: [http://www.SCHOOL OF ENGINEERING.edu/about/policies- guidelines-compliance.html](http://www.nyu.edu/about/policies-guidelines-compliance.html)

Authorized Signature For the **Artist** Date

Print Name

Signer’s Relationship to Artist

**NOTE TO THE ARITST OR THEIR AUTHORIZED REPRESENTATIVE:** After the contract Is signed by the Artist or their authorized representative, forward the contract with all required documents to the **Producer.** (See page 2 of the contract for their contact information).

**FYI:** The Producer shall meet with their OSARC club advisor to review the contract and required forms. If the contract and required forms are in order, the OSARC club advisor shall forward to the Director of Student Activities for their signature. If any required forms or information is not provided, the **Producer** shall be responsible for following up with the **Artist** or their authorized representative and correcting any issues.

**SCHOOL OF ENGINEERING students are not permitted to sign contracts.**

Authorized Signature For the **Producer** Date

Stephanie Jackson Print Name

Coordinator of Student Activities

Title