

**APPEARANCE AGREEMENT – Requisition Number \_\_\_\_\_**

This agreement is made the \_\_\_\_\_ of \_\_\_\_\_, by and between:

\_\_\_\_\_  
(Speaker/Lecturer/Agency)

\_\_\_\_\_  
(Address here that matches W-9)

hereinafter referred to as the "SPEAKER/LECTURER", and "Registered Student Organization", University of Arkansas, Fayetteville. AR 72701, hereinafter referred to as "Registered Student Organization".

In consideration of the mutual promises and agreements of the parties hereto, as hereafter set forth, it is agreed as follows:

**I. APPEARANCE**

TYPE/NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

LENGTH OF APPEARANCE: \_\_\_\_\_

**II. COMPENSATION**

Registered Student Organization agrees to pay the sum of: \$\_\_\_\_\_. This payment is the total consideration payable by Registered Student Organization. Any travel and other expenses incidental to the appearance of the SPEAKER/LECTURER not listed in this agreement shall be the sole responsibility of the SPEAKER/LECTURER. Payment will be made payable to: \_\_\_\_\_ and remitted at the conclusion of the appearance OR as soon as possible thereafter.

**III. STAGE REQUIREMENTS**

Registered Student Organization agrees to provide the following:

\_\_\_\_\_  
\_\_\_\_\_

All other equipment is the responsibility of the SPEAKER/LECTURER unless otherwise indicated.

**IV. TIME OF ARRIVAL**

The SPEAKER/LECTURER agrees to be present at \_\_\_\_\_ (location) in Fayetteville, AR at \_\_\_\_\_ (time, day, date) for a staging and sound check prior to the presentation and will remain present at the performance site until completion of said presentation.

**V. CONCESSIONS AND PROMOTIONAL ITEM AGREEMENT**

It is understood that Registered Student Organization shall receive 20% commission on any promotional items (tapes, CDs, books, t-shirts, etc.) sold in connection with this program.

**VI. FEES AND RESPONSIBILITIES EXCUSIVE OF THIS AGREEMENT**

The SPEAKER/LECTURER agrees to be solely responsible for compliance with any rules or regulations, performance fees, or responsibilities requested by any organization with which the SPEAKER/LECTURER is associated or contractually bound, and that Registered Student Organization shall have no liabilities, duty, or obligation therefore.

**VII. ASSIGNMENT OF THIS AGREEMENT**

Both the SPEAKER/LECTURER and Registered Student Organization agree that this agreement may not be assigned by either party without the written consent of both parties.

**VIII. CANCELLATION OF THIS AGREEMENT**

The SPEAKER/LECTURER and Registered Student Organization mutually agree:

- A. That either party may cancel the appearance and both parties shall be released from any liability if:
  - 1. In the judgment of Registered Student Organization, it becomes impractical or undesirable for such appearance to occur, due to such incidents as riots, strikes, epidemics, destruction of the performance hall, Acts of God, sickness, acts or regulations of governmental or school authorities, accidents due to means of transportation, or other legitimate conditions beyond the control of Registered Student Organization which may either prevent appearance or render receipt of appearance valueless.

OR;

- 2. The SPEAKER/LECTURER cannot perform because of ill health, physical disability or other reasons beyond the control of the SPEAKER/LECTURER, or if the SPEAKER/LECTURER is prevented by Acts of God, regulation of public authority or other circumstances beyond the control of the SPEAKER/LECTURER from performing the engagement.
- B. However, both parties agree that best efforts will be made by both parties to so adapt that this program be presented as scheduled.

**IX. SIGNING OF THIS AGREEMENT**

The person(s) signing for Registered Student Organization/University of Arkansas assumes no personal liability, actual or implied for any payment in connection with the production of this presentation.

**X. LAWS AND POLICIES**

This agreement shall be governed by the laws of the State of Arkansas. SPEAKER/LECTURER shall comply with all applicable university policies and federal, state and local laws, ordinances and regulations. SPEAKER/LECTURER agrees that it is solely responsible for obtaining all required permissions, licenses, copyrights, or other authority for all events, performances or activities that it performs or provides.

**XI. ALTERATION OF THIS AGREEMENT**

The conditions and specifications set forth herein constitute the entire agreement made between both parties. Any additions, deletions or amendments to this agreement must be agreed to in writing by both parties.

UNDERSTOOD AND AGREED:

FOR THE SPEAKER/LECTURER:

FOR Registered Student Organization

\_\_\_\_\_  
(signature/date)

\_\_\_\_\_  
(RSO advisor's signature/date)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(RSO advisor's name)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
RSO Primary Advisor  
(title)

\_\_\_\_\_  
(city, state, zip)

**Return completed appearance agreement to:**  
Associated Student Government  
Attn: Jody Preece, Fiscal Support Specialist  
Arkansas Union A665C  
1 University of Arkansas  
Fayetteville, AR 72701  
Fax: 479.575.7087 or e-mail: jodyp@uark.edu

\_\_\_\_\_  
(phone)

\_\_\_\_\_  
(e-mail address)

\_\_\_\_\_  
**APO - Procurement Services**  
University of Arkansas

*Board of Trustees of the University of  
Arkansas acting for and on behalf of the  
University of Arkansas, Fayetteville*