

APPEARANCE AGREEMENT – Requisition Number _____

This agreement is made the _____ of _____, 2019 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 by University check 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. The check will be made payable to _____ and presented 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*