



**SGA SPEAKER CONTRACT**

**PURCHASE ORDER # \_\_\_\_\_**

**This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ between the SUNY Organization \_\_\_\_\_, at 217 Corey Union and speaker known as: \_\_\_\_\_ at an address of \_\_\_\_\_. This person will be referred to as "Speaker" within the rest of this contract.**

**For good and mutual consideration, the parties agree as follows:**

1. On \_\_\_\_\_, Speaker shall present a program/lecture of no less than \_\_\_\_\_ in length beginning at \_\_\_\_\_. This program lecture will cover the subject of \_\_\_\_\_ for the benefit of the SGA Organization \_\_\_\_\_ and its invitees. In consideration thereof, SGA shall pay to the Speaker the total sum of \$ \_\_\_\_\_ / \_\_\_\_\_.

**spell out numbers**

***This amount shall be payable in full at the conclusion of the program. SGA shall not pay any amount in advance.***

2. SGA shall provide suitable room or other space for the program/lecture, and shall supply other items, such as microphones; podiums and seating, as in SGA organizations sole discretion are deemed necessary and appropriate. Speaker may submit requests for equipment and other times to SGA up to fourteen (14) days prior to the event, but SGA retains the right to refuse such requests in its sole discretion.

3. Speaker herein agrees to provide a program/lecture that is unique to Speaker's talents and specialties, and speaker retains complete control and discretion with respect to the content and form of the lecture/program. Therefore, Speaker shall appear personally, and may not delegate or assign his/her responsibilities and rights hereunder to any other person without the express written consent of SGA Organization at least two weeks in advance of the lecture/program. *In no respects shall Speaker be deemed an employee of SGA or SUNY Cortland by any of the terms of this agreement.*

4. Speaker shall call or fax the SGA Organization at least two weeks prior to the date of the presentation with respect to travel plans and arrival dates and times. **In the event of travel delays, Speaker shall contact the SGA organization at: \_\_\_\_\_ or the University Police of SUNY Cortland at 753-2112 and advice as to where the speaker may be reached for instructions.**

5. Neither party shall be liable under this contract in the event of an act of God, natural catastrophe or other legitimate condition beyond the control of the SGA Organization or the Speaker that would prevent the performance, including but not limited to major snowstorms, labor strikes, power outages and school closings. The parties similarly are not liable for any incidental or consequential damages that may have been incurred by the other as a result of the aforementioned extraordinary circumstances. In the event that Speaker cancels or fails to appear at the aforementioned time for any reason other than act of God, or natural catastrophe, then speaker shall be liable for any reasonable expenses incurred by SGA as a result of said failure to appear, including, but not limited to: publicity, equipment rental, ticket printing and perishable foods.

6. Either party may cancel this contract without liability up **to 10 days prior to the date of performance upon written notice to the other party.** SGA may cancel upon written notice at any time prior to the performance if the Speaker is charged with or convicted of a crime or otherwise is associated with any illegality, including use of illicit drugs and/or abuse of alcohol. In the event more than one speaker is contracted for the same event and the other speaker cancels, SGA may also cancel this contract without liability to Speaker at any time.

7. The lecture/program may be recorded by a representative of the student operated radio station or other non-commercial student group. Said recording becomes the sole and absolute property of the SGA student organization and may be broadcast or disseminated in any matter said group deems appropriate. Upon request by the SGA organization the Speaker shall participate in an interview conducted by a student journalist or college radio personnel prior to the date of performance and on the day of the lecture/program.

8. This contract shall be construed under the laws of the State of New York. In the event of a controversy or dispute hereunder, the parties designate Cortland County, New York as the appropriate jurisdiction and venue. This document represents the entire understanding of the parties, and contract shall not be modified or amended unless in writing.

9. Artist shall indemnify and hold harmless Sponsor from any liability, claims, costs or damages Sponsor may incur or suffer as a result of Artist's appearance and presentation whether the same be caused by the negligence of the Artist, his or her agents or employees or otherwise.

**IN WITNESS WHEREOF**, the parties hereto have set their hand and seals the day of \_\_\_\_\_, 2004.

Dated: \_\_\_\_\_ / \_\_\_\_\_  
Speaker Signature & print

Dated: \_\_\_\_\_ / \_\_\_\_\_  
**SGA Club Treasurer** Signature & print

Dated: \_\_\_\_\_ / \_\_\_\_\_  
SGA Treasurer Signature

**This contract is not valid until the SGA Treasurer has signed the document.  
THIS CONTRACT WILL HAVE A COMPLETED W-9 FORM WITH  
SOCIAL SECURITY NUMBER OR FEDERAL TAXPAYER ID LISTED.**