

**Short Form Service Agreement for Guest Speakers & Performers**

THIS CONTRACT, entered into by Liberty University, Inc. ("Liberty" or "LU") and the Contractor named below, documents the entire understanding of the parties regarding the services to be provided. This Contract becomes effective only when signed by the Contractor and a designated Liberty representative. Any and all Services or Products provided by the Contract during the term of this Contract will be governed by the provisions of this Contract. In the event of a conflict between the provisions of this Contract and provisions set forth in other agreements, including but not limited to Order Forms, Riders and Service Agreements, the provisions of this Contract will prevail and those Agreements will thereby serve as Addendums to this Contract.

**NAME AND ADDRESS OF "CONTRACTOR"  
(CONTRACTOR MAY NOT BE A CURRENT LU  
EMPLOYEE)**

**NAME AND ADDRESS OF LU DEPARTMENT**

Liberty University, Inc.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Phone Number/Fax Number/E-mail

\_\_\_\_\_  
Department, Unit or Division Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Department, Unit or Division Contact

**1. SCOPE OF SERVICES:** (one-time nonrecurring) Contractor shall perform all services described below for the compensation stated in Section 2:

- GUEST SPEAKER: Topic \_\_\_\_\_  
(Topic must be shown for a Guest Speaker.)
- PERFORMER: Type \_\_\_\_\_  
(e.g. musical vocalist); (Type must be shown for Performer.)

[DEPARTMENT MUST CHECK ONE BOX ABOVE & FILL ALL BLANKS BELOW TO COMPLETE THIS SECTION.]

Event: \_\_\_\_\_ Date: \_\_\_\_\_  
Location: \_\_\_\_\_ Time: \_\_\_\_\_

Contractor agrees to provide the following equipment/items for this agreement: \_\_\_\_\_  
\_\_\_\_\_

Liberty agrees to provide the following equipment/items for this agreement: \_\_\_\_\_  
\_\_\_\_\_

Only the following attachments are part of this agreement: \_\_\_\_\_  
\_\_\_\_\_

# LIBERTY

UNIVERSITY™

**2. COMPENSATION:** Contractor will be paid a lump sum amount of \$\_\_\_\_\_. In addition, Liberty University will be responsible for providing reimbursement for the following \$\_\_\_\_\_ related to the scope of services, including but not limited to: (i.e. travel, phone calls, hand-out materials). *(LU will not be liable for reimbursements requested more than 60 days after the date of service stated in Section 1, above).*

**3. TERMS OF PAYMENT:** [TO BE COMPLETED BY THE DEPARTMENT]

- Payment to Contractor within 45 days upon receipt of invoice, payable after performance is verified by the department.
- Other \_\_\_\_\_

A valid, signed W-9 (W-8BEN for international personnel) must be on file before payment is made.

**4. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Liberty, its Board of Trustees, officers and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the Contractor's operations or expiration of this Contract, except for damage, loss, or injury resulting from the Liberty's gross negligence or willful misconduct.

**5. TERMINATION:** This Contract may be terminated at no cost to either party upon \_\_\_\_ days advance written notice. (30 unless otherwise indicated).

**6. FORCE MAJEURE:** Any delay or failure in the performance by either party hereunder will be excused if and to the extent caused by the occurrence of a Force Majeure (defined below) as long as the party whose performance is affected by the Force Majeure notifies the other party as promptly as practicable thereof and takes commercially reasonable efforts to overcome it and resume performance hereunder as soon as possible. For the avoidance of doubt, the foregoing sentence shall not apply to any failure or delay of performance of any payment obligation. If a party's performance is affected by a Force Majeure, the time for that party's performance will be extended or, as appropriate, suspended for the duration of the Force Majeure without liability, except as otherwise provided in this Contract. For purposes of this Contract, a "Force Majeure" shall mean the occurrence of unforeseen circumstances beyond a party's reasonable control and without such party's negligence or intentional misconduct, including, but not limited to: acts of God, pandemics, civil unrest, fires, riots, wars, or embargoes. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Contract immediately without liability by ten (10) days written notice to the other.

**7. OTHER:** Contractor is an independent contractor and will be responsible for withholding and /or paying all applicable state, local, and federal taxes associated with this Contract. This Contract is the complete and exclusive understanding of the parties. Time is of the essence in this Contract.

**8. BROADCAST:** Contractor hereby grants Liberty University the license to use Contractor's name, likeness, image, voice, video, performance, biographical ad other information in any format whatsoever and to distribute, broadcast, archive/post and exhibit these:

Without charge, restriction or liability

Only upon written approval by Contractor

**9. INSURANCE:** The responsible LU Purchasing Officer may require proof of applicable insurance from the Contractor prior to job performance

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
LU Signature (\$2500+ requires Procurement) Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title