

LIBERTY UNIVERSITY, INC.
SHORT FORM SERVICE AGREEMENT FOR GUEST SPEAKERS & PERFORMERS

THIS SHORT FORM SERVICE AGREEMENT ("Agreement"), by and between Liberty University, Inc. ("Liberty") and Contractor identified in Section 1 below, documents the entire understanding of the parties regarding the services to be provided by Contractor during the term of this Agreement, and is effective when fully executed by both Contractor and Liberty ("Effective Date"). Liberty and Contractor agree as follows:

1. PARTIES:

CONTRACTOR

LIBERTY UNIVERSITY, INC.

Name of Contractor

Department, Unit, or Division Name

Address

1971 University Blvd.

Address

City/State/Zip Code

Lynchburg, Virginia 24515

City/State/Zip Code

Phone Number/Fax Number/E-mail

Designated Liberty Representative

2. SCOPE OF SERVICES: Contractor shall perform all services described below ("Services") for the compensation stated in Section 3 (**CHECK ONLY ONE AND COMPLETE ALL FIELDS**):

☐ **Guest Speaker***; Topic: _____

☐ **Performer**; Type (e.g., musical vocalist.) _____

Event Name: _____

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: _____

The following attachments are part of this Agreement and are incorporated herein by reference: _____

*(*Applicable to Contactors providing guest speaker Services at Liberty's Convocation*) Contractor represents that prior to executing this Agreement, Contractor has read and understands the *Liberty University Board of Trustees' Statement on Purpose and Philosophy of Convocation* (located at <https://www.liberty.edu/osd/lu-stages/purpose-and-philosophy-of-convocation/>) and will carefully consider the content of Contractor's message to respect Liberty's *Mission* and its students. Liberty may terminate this Agreement at any time prior to rendering Services if Contractor acts in a manner deemed inappropriate by Liberty or makes public statements that call into question Contractor's commitment to respect Liberty's *Mission*, as determined by Liberty. Contractor agrees that Liberty's termination of this Agreement pursuant to this paragraph is without penalty, or further obligation or liability to Contractor.

3. **COMPENSATION:** In exchange for Services, Liberty agrees to pay Contractor \$ _____ (“Service Fee”). Contractor must submit to Liberty a signed W-9 (W-8BEN if international) before any payments will be made.

☐ (Check if Applicable) Liberty agrees to reimburse Contractor for any actual, reasonable expenses incurred by Contractor in connection with providing the Services, including but not limited to transportation, lodging, meals, phone calls, and hand-out materials. The total reimbursement amount shall not exceed \$ _____

and Contractor must provide reasonable documentation to substantiate all reimbursement requests. Liberty will not reimburse expense requests submitted more than 60 days after the event date stated in Section 2.

☐ (Check if Applicable) Liberty agrees to a per diem amount of \$ _____

4. **PAYMENT:** Service Fee and expenses, if any, referenced in Section 3 above are payable by ACH or check as follows:

☐ Within 45 days, payable after the performance is verified by the department.

☐ Other: _____

5. **TERM:** The term of this Agreement begins on the Effective Date and continues until satisfactory completion of the Services, as determined by Liberty. In addition to Liberty’s termination rights in Section 2 above, this Agreement may be terminated at no cost to either party upon _____ days (30 days unless otherwise indicated) prior written notice to the other party. The provisions in this Agreement, which, by their nature, may be or must be enforced subsequent to its termination, including, but not limited to, indemnification, warranties, and intellectual property ownership, will survive and will not be affected by the expiration or termination of this Agreement.

6. **BACKGROUND CHECKS:** Contractor hereby authorizes Liberty to perform a background check on Contractor if Liberty requires a background check for the Services, as determined by Liberty in its sole discretion.

7. **USE OF LIBERTY’S MARKS:** Contractor may not use Liberty’s name, logo, or other marks, or the fact that Liberty contracts with Contractor in any of Contractor’s product or service literature or advertising without Liberty’s prior written consent.

8. **REPRESENTATIONS AND WARRANTIES:** Contractor represents and warrants that: (a) it is either (i) an individual person or sole proprietorship, or (ii) a legal entity that is duly organized and validly existing in good standing under the laws of the state of its organization; (b) it has full authority and is authorized to enter into this Agreement; (c) the execution, delivery, and performance of this Agreement does not conflict with any agreement, instrument, or understanding that is binding on Contractor nor violate any law, regulation, or order applicable to Contractor; (d) it has all rights and permissions necessary to perform the Services and to make any grant of rights to Liberty that is contemplated by this Agreement; and (e) the Services do not violate or infringe any copyright, patent, trade secret, trademark, trade name, right of privacy or publicity, or any other third-party rights.

9. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Liberty, its trustees, officers, and employees from and against any and all losses, expenses, damages, claims, demands, judgments, fines, charges, liens, liabilities, actions, causes of action, or proceedings of any kind whatsoever, including reasonable attorneys’ fees, (whether arising on account of damage to or loss of property, personal injury, or death) arising directly or indirectly in connection with Contractor’s (a) breach of this Agreement (including any covenants, representations, or warranties contained herein); (b) negligence or willful misconduct in the performance of this Agreement; or (c) any third-party claim alleging that any of the Services infringe upon such third-party’s patent, copyright, trademark, trade secret, or other intellectual property rights.

10. **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 Agreement. For purposes of this Agreement, 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 Agreement immediately without liability by ten (10) days written notice to the other.

- 11. INDEPENDENT CONTRACTOR STATUS:** This Agreement does not constitute employment or an offer of employment by Liberty to Contractor. Contractor acknowledges and agrees that Contractor is an independent contractor and not an employee of Liberty for federal and state income tax purposes, workers' compensation insurance, or benefits offered to employees of Liberty. Contractor and Liberty agree to file such federal and state income taxes and other tax returns and related documents as may be required of either of them in connection with Contractor's earnings as an independent contractor under this Agreement. Contractor understands and agrees that all earnings will be reported on a Form 1099 and that Contractor is responsible for all local, state, and federal taxes applicable to earnings. Contractor understands and agrees that, as an independent contractor, Contractor is not eligible to participate in any benefits offered to Liberty's employees, including, but not limited to health benefits, vacation and sick leave benefits, retirement plans, or other insurance plan participation.
- 12. ENTIRE AGREEMENT & SEVERABILITY:** This Agreement contains the entire and final agreement of the parties regarding the provision of the Services, and the parties shall not amend this Agreement except by a writing signed by that both Contractor and Liberty. All prior and contemporaneous negotiations and agreements between the parties regarding the Services are expressly superseded by this Agreement. Should any court of competent jurisdiction determine that any provision of this Agreement is invalid, void, or unenforceable for any reason, the parties agree to sever such provision, and the remaining provisions shall continue in full force and effect. Time is of the essence in this Agreement.
- 13. RECORDING; USE:** Contractor hereby grants Liberty permission to record, reproduce, and use Contractor's name, likeness, image, voice, video, event performance, biographical, and other information and materials provided to Liberty in connection with Services in any format whatsoever, with proper attribution, and to distribute, broadcast, archive/post and exhibit the same for educational, promotional, advertising or other purposes that support Liberty's not-for-profit mission without charge or restriction.
- 14. INSURANCE:** Contractor understands and agrees that it is solely responsible for identifying, procuring, and maintaining throughout the term of this Agreement insurance coverage that is adequate in relation to the reasonable liabilities anticipated with respect to Services and Contractor's performance of this Agreement. Upon the reasonable request of Liberty, Contractor agrees to provide Liberty certificates evidencing any such insurance maintained by Contractor.
- 15. CHOICE OF LAW; FORUM SELECTION:** This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to its choice of law provision. Any dispute involving this Agreement will be resolved in a court located in Lynchburg, Virginia. Contractor hereby irrevocably and unconditionally submits to and waives any objection to the jurisdiction and venue of said courts.
- 16. ASSIGNMENT; DELEGATION:** Contractor may not assign, subcontract, delegate, or transfer any of Contractor's rights or obligations under this Agreement without Liberty's prior written consent.
- 17. COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- 18. ELECTRONIC SIGNATURES:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as provided below.

LIBERTY UNIVERSITY, INC.

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____