PERSONAL APPEARANCE CONTRACT

2015 ARTIST LECTURE SERIES STUDENT SYMPOSIUM

This Agreement entered into as of June 5th, 2015 between Hastings College, a Nebraska Not for Profit Corporation, whose address is 710 North Turner Avenue, Hastings, NE 68901 (hereinafter “College”) and Kaitlyn Hova , whose address 2116 Allston Way APT #709 Berkeley, CA (hereinafter “Speaker”).

It is agreed by the Parties as follows:

1. Speaker will make a presentation to Hastings College students, faculty and invited guests at the French Memorial Chapel (or other venue designated by the College on the date of the event).
2. The date of the Event shall be Oct 20, 2015 through October 21, 2015
3. College will provide Speaker with an honorarium of $0 in the form of a check from the College. (50% of the honorarium will be paid upon agreement of this contract.) The remaining payment shall be made immediately following the event and shall be subject to any required withholding for Nebraska or Federal taxes.
4. College shall reimburse Speaker for travel expenses from Berkeley, CA to EITHER HASTINGS, NE OR WHEREEVER THEY ARE FLYING INTO via round trip coach airfare. College shall provide transportation from the airport, hotel lodging for 2 nights and meals during the period between arrival and departure from the airport.
5. Speaker’s topic shall be determined in consultation with the student committee. In addition to the presentation, Speaker will participate in a question and answer period and potentially a panel style discussion as time allows.
6. Audio and visual equipment with qualified operators shall be supplied by the College. Speaker shall specify needed equipment at least 10 days prior to the performance, in the form of a writer.
7. Speaker agrees to take all precautions necessary for the safety of and prevention of damage to all persons and property at the College, including the College’s students, employees, and third parties. Speaker agrees to indemnify the College for any and all liability, including attorney’s fees and other legal expenses, resulting from any act or failure of Speaker and its employees and/or agents, including all claims involving injury, death, or property damage. Speaker also agrees not to sue the College or to hold the College legally responsible for any act or failure of Speaker or Speaker’s employees and/or agents which results in injury, death or property damage. Speaker agrees to maintain a policy of insurance to cover any such claims and agrees to furnish the College with proof of such insurance, and understands that failure to provide the College with such proof may result in the College’s termination of this Agreement.
8. Speaker represents that in performance of the Event under the terms of this contract, he/she is not infringing on the property right, copyright, patent right, or any other right of anyone else; and if any suit is brought or a claim made by anyone, that anything in connection with the ownership or presentation of said Event is an infringement of the property right, copyright, or patent right, Speaker will indemnify the College against damage, cost, attorney’s fees or any other loss whatsoever.
9. If an admission is charged for the event the College shall be entitled to all gate receipts. The College shall be entitled to proceeds from any refreshments or other concessions sold by the College at the event.
10. The Speaker and his/her agent(s) understand that they are subject to College regulations, laws of United States, and laws of the State of Nebraska and that in event of violation of these laws and regulations or behavior which is considered detrimental to students, or to the College, the College shall have the right to dismiss the Speaker without prior notice and terminate this Agreement.
11. Notices or questions should be directed as follows:

To the College: Liz Frombgen

Associate VP for Academic Affairs

Hastings College

710 North Turner Avenue

Hastings, NE 68901

Phone: (402) 461-7321

E-mail: [lfrombgen@hastings.edu](mailto:lfrombgen@hastings.edu)

With copy to: Gary Freeman

VP for Finance and Administration

Hastings College

710 North Turner Avenue

Hastings, NE 68901

Phone: (402) 461-7752

Fax: (402) 461-7490

E-mail: [gfreeman@hastings.edu](mailto:gfreeman@hastings.edu)

To the Speaker: Matt and Kaitlyn Hovanec

2116 Allston Way

APT #709

Berkeley, CA 94704

Phone: 402 216 7901

E-mail: kaitlynhova@gmail.com

The representative of the College, in signing this agreement warrants that he/she signs as a duly authorized representative of the College and does not assume any personal liability. The representation of the Speaker, if any, in signing this agreement, warrants that he/she signs as a duly authorized representative of Speaker.

Hastings College Representative (ALS Student Committee Member)

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VP for Finance and Administration

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Speaker

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_