

# Wellesley College Contract

Office of Student Activities, Wellesley College

This contract for the personal services of the Club Sport Coach on the engagement described below is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Wellesley College and \_\_\_\_\_ (sponsoring student organization) hereinafter referred to as "Sponsor," and the undersigned Club Sport Coach's Representative \_\_\_\_\_ herein referred to as "Representative." The Club Sport Coach(es) agree(s) to render services under the Club Sport Coach's Representative.

Each Club Sport Coach, upon the acceptance of the Club Sport Coach's Representative, shall be bound by said terms and condition of this contract; it is mutually agreed between the parties as follows:

**NAME OF ARTIST/VENDOR:** \_\_\_\_\_

**TYPE OF SERVICE PROVIDED:** \_\_\_\_\_

**PLACE OF ENGAGEMENT:** \_\_\_\_\_

**DATE & TIME OF ENGAGEMENT (include start and end time):** \_\_\_\_\_

**DESCRIPTION OF ADDITIONAL NEEDS (e.g., sound/lights, hospitality, travel, special equipment):** \_\_\_\_\_

Unless otherwise specified, Club Sport Coach will be responsible for providing own sound system.

**COMPENSATION TO CLUB SPORT COACH:** \$\_\_\_\_\_

*A completed copy of Wellesley College's Accounts Payable form must be received at least 10 days prior to the Date of engagement in order to receive payment immediately following the performance. If paperwork is not received 10 days prior, the check will be sent in the mail. Payment will be received in the form of a Wellesley College check. The Club Sport Coach is responsible for the payment of taxes on all monies received by the Club Sport Coach.*

## **Additional Terms and Conditions of the Sponsor:**

A) The Representative shall be responsible for communicating all aspects of the contract with the Club Sport Coach and ensuring that reasonable instructions of the Sponsor, in regards to all aspects of the engagement, are carried out.

B) All advertising, promotion, and publicity for the Engagement shall be managed and controlled solely and exclusively by Wellesley.

C) Wellesley shall not be responsible for any expenses associated with the travel or accommodations of the Club Sport Coach unless such expenses have been approved in writing at least ten days before the Date of Engagement.

D) The agreement of the Club Sport Coach to perform on the Date of Engagement is subject to proven detention by sickness, accident, riot, strike, epidemic, acts of God, labor disputes, any act or order of public authority or any cause beyond the Club Sport Coach's control.

E) In the event that the Club Sport Coach fails to appear, perform or present for reasons other than those stated above, the Club Sport Coach or Representative agrees to reimburse the College for actual expenses incurred and charges for Wellesley College employees, personnel, and equipment and any and all other expenses deemed legitimate by the College. All such expenses shall be presented with substantiation to the Club Sport Coach or Representative no later than thirty days after the contracted date of engagement, with reimbursement to the College to be sent no later than ten days following receipt of such statement by the Club Sport Coach or Representative.

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F) Wellesley College is committed to affirmative action, equal opportunity, non-discrimination and the celebration of cultural diversity related to gender, race, creed, ethnic origin, sexual orientation, age and physical ability. Discriminatory and/or culturally insensitive language, behavior, and content are unacceptable. Wellesley College does not support censorship, but it must insist that the Club Sport Coach thoughtfully plan the performance to reflect sensitivity to the issues listed above.

G) The Club Sport Coach agrees not to possess, consume or encourage the consumption of intoxicating beverages, narcotics or drugs while on the Wellesley College property or while representing the College on an off-campus site (i.e., while in transit to and from practices and competitions, while at the competition site, while lodging for competition, etc.) . In the event of noncompliance, the Sponsor reserves the right to withhold compensation and prosecution may result.

H) In the event that the Club Sport Coach arrives prior to transit or at a practice or competition site under the influence of intoxicating beverages, narcotics, drugs, and the Club Sport Coach is unable to perform in a professional manner in the opinion of Wellesley College Personnel, then the Sponsor may cancel this agreement. In the event of this, the Club Sport Coach shall reimburse the College for actual expenses incurred and charges for Wellesley College employees, personnel, and equipment and any and all other expenses deemed legitimate by the College. All such expenses shall be presented with substantiation to the Club Sport Coach or Representative no later than thirty days after the date of engagement, with reimbursement to Wellesley College to be sent no later than ten days following receipt of such statement by the Club Sport Coach or Representative.

I) The Club Sport Coach agrees to abide by Wellesley College policies as outlined by the College contact person. Among the applicable policies would be rules regarding smoking and parking.

J) The Club Sport Coach's merchandising prior to, during or following the date of engagement of the Club Sport Coach will be allowed with the stipulation that Wellesley College will receive 15% of gross sales of such merchandise. All such moneys due to the College will be paid within one hour following completion of the performance.

K) The invalidity or unenforceability of any provision of this document shall not affect the validity or enforceability of any other provision of the agreement. Each provision of the agreement shall be enforced to the maximum extent permitted by applicable law. The Wellesley College Representative signs this agreement in the capacity of Wellesley College. Except for the contractual obligations set forth herein, neither the Sponsor, Wellesley College Representative, nor Wellesley College, accepts any responsibility for the supervision, direction, nor control of the services of the Club Sport Coach on this agreement or the manner, means, and/or details by which said Club Sport Coach carries out the terms of this agreement. It is understood that the Club Sport Coach or Representative signs this agreement in the capacity of an independent contractor and not as an employee of Wellesley College. The Club Sport Coach and/or Representative agree to assume all liabilities normally accruing thereto. This agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and suspend all prior oral or written statements or agreements. This agreement may be amended only by written amendments duly executed by the Club Sport Coach, Representative and Wellesley College. This contract shall be interpreted under the laws of the Commonwealth of Massachusetts without regard to choice of law principles. The Club Sport Coach, Representative and Wellesley College consent to the jurisdiction of the courts of the Commonwealth of Massachusetts and agree that in any dispute between the parties and any service of process on them shall be considered in the Commonwealth of Massachusetts.

This agreement has been executed on behalf of Wellesley College. In the event that there is a discrepancy between the Wellesley College contract and the Club Sport Coach's contract or rider, this contract will supersede.

\_\_\_\_\_  
Wellesley College Representative Signature (date)

\_\_\_\_\_  
Club Sport Coach/Representative Signature (date)

Club Sport \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Fax \_\_\_\_\_