

KEAN UNIVERSITY SECURITY AGREEMENT

This shall serve as a Contract Agreement between Kean University, herein after referred to as the "University" and the undersigned speaker entertainment, entertainer, herein after referred to as the Speaker or entertainment or entertainer, for use of the facilities/grounds of Kean University for the engagement described below. The agreement does not represent an invitation by the University or its endorsement of the views, opinions or statements expressed by any person associated with the event. This agreement does not preclude the sponsoring organization and the speakers; entertainers or entertainment from agreeing to additional terms that do not contradict the terms and conditions expressed in this agreement and are not inconsistent with this agreement. The sponsoring organization shall promptly provide the University a copy of any agreement between the sponsoring organization and the speaker, entertainer, entertainment or performer.

1. A. Type of engagement: _____
 B. Name of Program: _____
 C. Name of Speaker/Performer: _____
 D. Title: _____
 E. Name of Sponsoring Organization: _____
2. Location of Engagement: _____
3. Day/Date for engagement: _____
4. Proposed starting and finishing time of engagement (program): _____
5. Fee agreed upon _____. The sponsoring organization _____ is _____ responsible for the payment stated above. The speaker, entertainment, or entertainer shall be paid by check from the sponsoring organization's account immediately following the completion of the engagement, provided all contract obligations have been met. If contract obligations are not met, payment shall be renegotiated assumed by the sponsoring organization.
6. The University shall at all times have complete supervision, direction and control over the services of the speaker, entertainment or entertainer during the engagement. Failure to comply will result in cancellation of the performance and forfeit of payment to the speaker, entertainment, or entertainer.
7. If the speaker, entertainment or entertainer cancels said Agreement less than 7 days prior to the date of performance, the Speaker, entertainment or entertainer is obligated to reimburse the University for expenses already incurred (i.e. publicity, security, etc.).
8. The University reserves the right to cancel this Agreement with no obligation for payment to the Speaker, entertainment, or entertainer up until 7 days prior to the engagement.
9. If completion of this Agreement is rendered impossible due to an Act of God or any other extreme condition beyond the control of either party, or if cancellation of the event is necessary for the safety of the University community, it is understood that there shall be no claim for damages by either party.
10. The speaker, entertainment or entertainer understands and will necessary parties that drinking of alcoholic beverages at Kean University is prohibited. Furthermore, the speaker, entertainment or

entertainer understands that violation of this alcohol policy or possession or use of other illegal controlled substances anywhere on campus shall result in complete forfeiture of payment, and may, result in the speaker, entertainment, or entertainer being banned from the campus, legal action, and/or arrest.

11. Kean University strictly prohibits vehicles from driving on the sidewalk or lawn. Violators will be held legally and financially responsible for any damages, which result. Vehicles may only use roadways and park in the designated parking spaces.
12. Smoking at Kean University is strictly prohibited in all buildings, including but not limited to all performances space(s) and dressing room(s). Smoking is only permitted outdoors. Violators may be subject to nonpayment and may not be allowed to perform at Kean University again.
13. The parties agree that all security is subject to the sole and exclusive control of Kean University. The speaker, entertainment or entertainer agree that neither the speaker, entertainment, nor entertainer, nor his agents or employees, will be permitted to search attendees, patrol guards, or in any way provide security for the engagement. With the prior consent of the University, the speaker, entertainment, or entertainers may be accompanied by individuals providing personal security for the speaker, entertainment on entertainers subject to any conditions determined by the University. The speaker, entertainment or entertainers further agree that if the speaker, entertainment, or entertainers anticipate or encounter any particular security needs or and Finance (or designee) or the Director of Campus Police (or designee).
14. Possession of weapons on campus is strictly prohibited. Violators of this prohibition are subject to immediate arrest and criminal prosecutions.
15. It is agreed that if the speaker, entertainment, or entertainer insists upon security measures that are not in accordance with University policy, procedures or specified requirements, the University may terminated the contract and cancel the engagement, and that all parties shall be released from any liability or damages for such cancellation.
16. It is agreed that if the University's security measures are unacceptable to the Speaker, entertainment, or entertainer, the speaker, entertainment, or entertainer may terminate the contract and cancel the engagement and that all parties shall be released from any liability or damages for such cancellation.
17. Speaker, entertainment, or entertainer agrees to abide by all rules and regulations of Kean University including but not limited to those concerning the sale and/or distribution of materials.
18. Speaker, entertainment or entertainer agrees to allow the University to audio and/or videotape the engagement (see attached waiver) or make other provisions to make the words of the Speaker/performer accessible to the University community.
19. The University and the Speaker, entertainment or entertainer stipulate and agree that the venue with respect to any matters in dispute, which may arise under this agreement, shall be properly placed in New Jersey and that all disputes shall be resolved by suit brought before a Court in New Jersey. The University and the speaker, entertainment, or entertainer further agree that such suit for purpose of venue may only be initiated and maintained in Union County, New Jersey.
20. This agreement shall be governed in accordance with the laws of the State of New Jersey, including but not limited to the Contractual Liability Act, NJSA 59:13-1, ct.seg.
21. The University and the speaker, entertainment, or entertainer agree that nay changes, additions, or deletions to the Agreement must be completed in writing, signed and agreed to by both parties.

22. Kean University, in its programs and services, adheres to the principles of non-discrimination, affirmative action, and equal opportunity in the areas of race, creed, national origin, sex, sexual orientation, age, disability, or marital status. (Artist/Attraction), in the performance of this contract and in performance content, warrants that he or she does not discriminate on these bases either.

The University is concerned about raising awareness and changing discriminatory attitudes and behaviors. The University asks that particular attention be given to the elimination of discriminatory language and Content and urges thought and advance planning so that the performance reflects the diversity and sensitivity the University is striving to achieve.

AGREED AND ACCEPTED

For the Speaker, entertainment or entertainer

Authorized Signature for Sponsoring Organization
(KEAN UNIVERSITY STAFF OR FACULTY ONLY)

Speaker, (Print) Name

Name and Title

Speaker, Signature

Sponsoring Organization

Speakers, S.S.#/ Federal ID Number

Date

Speaker Address

For Kean University

Print Name

Speaker Telephone Number

Signature
Director, Campus Police

Date