

**Faculty Student Association of DMC, Inc. (FSA)
ENTERTAINMENT FEE AGREEMENT**

Entertainer: _____ Social Security #: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Name Event: _____ Phone #: _____

Location of Event: _____

*This entertainment fee agreement is between: _____ and the above entertainer.***I. GENERAL TERMS**

- A. The entertainer's fee agreed upon for this engagement will be _____ dollars for _____ hours of entertainment. The program will be _____, from _____ to _____. Report time for entertainment: _____.
- B. As the coordinator of the entertainment program, the student organization agrees to promote the above-mentioned act and to provide the location for the program. Where an on-campus location, it is understood that no off-campus solicitation of participants will be sanctioned by student organization.
- C. The student organization reserve the right to set the fee for this act.
- D. This agreement shall be interpreted according to the laws of the State of New York. Entertainer(s) shall comply with all the laws, orders, requirements, and regulations of the Federal, State, and municipalities as well as all regulations of the venue operator. If on-campus, all regulations of SUNY Downstate Med Ctr) are applicable hereto.
- E. This contract shall not be assigned, transferred, or conveyed in whole or in part by the entertainer without the express written consent of the student organization that is funding the entertainment.

II. FINANCIAL TERMS

- A. FSA acts as a fiscal agent for student organizations. The fee due the entertainer will be paid by check and mailed to the entertainer. Entertainer must provide completed and signed [IRS form W-9 \(link\)](#). Satisfactory fulfillment of the complete terms of this agreement are necessary; Payment will not be issued in advance.
- B. The entertainer shall comply with all government regulations related to employment, compensation, and payment of personnel. An IRS 1099 income form will be filed by FSA at end of calendar year.

III. ADDITIONAL TERMS OF EMPLOYMENT

- A. In an effort to continually revise and improve the entertainment offerings, the student organization may conduct an in-progress evaluation of the act as well as a final written evaluation at the conclusion of the program.
- B. Entertainer's employees will observe all regulations established by the Faculty Student Assn of DMC, Inc and the SUNY Downstate Medical Center or venue operator. Failure to do so may be grounds for permanent removal of an entertainer from the property.
- C. Relationships created by this agreement between the entertainer and the student organization is that of an independent contractor. FSA and SUNY Downstate Medical Center shall in no way be liable or responsible for any negligence, injury, or damage on the part of the entertainer or the entertainer's employees.

IV. SPECIFIC ADDITIONAL TERMS (insert if any)**AGREED TO AND ACCEPTED BY:**_____
Entertainer_____
Date_____
Student Event Organizer:_____
FSA of DMC, Inc. as fiscal agent of student organization, Date