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**ENTERTAINER CONTRACT**

**McMaster University** (“the University”)

and

**[Name of Company or Individual]** (“the Entertainer”)

**Effective Date: [Date Contract to Take Effect]**

**Appointment of Entertainment Act**

1. The Entertainer agrees to set up the agreed entertainment at McMaster University on [Date of Event] at McMaster University, located at 1280 Main Street West, Hamilton, Ontario.
2. The entertainment act will be held between [Time].
3. The act scheduled is: [Name of Act].
4. The Entertainer shall be considered to be an independent contractor and as such shall be wholly responsible for the supervision of its employees in the performance of this agreement. Nothing herein is intended or shall be construed to establish any agency, partnership, joint venture or employment relationship between Entertainer and McMaster.
5. Entertainer shall be responsible for the proper custody and care of any property, including property provided by McMaster, for use in connection with the scheduled event. Entertainer shall reimburse McMaster for loss or damage to any such property.

**Remuneration**

1. The University will pay the Entertainer $[Amount] which includes HST for four hours of entertainment. This amount includes all planning, overall program design, materials required to deliver the program, and transportation costs.
2. The full amount of the monies, minus any prepaid or deposited amounts, will be paid to the Entertainer on [Final Payment Date] following the delivery of the entertainment.
3. If the Entertainer fails to attend the event, the Entertainer will not be paid by the University.

**Meeting Room and Required Equipment**

1. The University agrees to provide, at its expense, a suitable entertainment location.
2. The Entertainer must notify the University of the equipment required **at least 30 calendar days prior to** the program date.

**Indemnification**

1. Entertainer shall indemnify, defend and hold harmless McMaster, its Board of Governors, officers, agents and employees, from liability of any kind, including any and all claims and losses accruing or resulting to any person, firm or corporation that may be injured or damaged by Entertainer in the performance of this agreement. This term shall survive the termination or expiration of this agreement.

**Worker’s Compensation**

1. The Entertainer understands and acknowledges that, as an independent contractor:
	1. the Entertainer is not eligible for coverage under McMaster’s *Workplace Safety and Insurance Act* insurancecoverage with respect to injuries that the Entertainer may sustain on the University premises; and
	2. the University will not be making any deductions or remissions under the *Workplace Safety and Insurance Act* on the Entertainer’s behalf.
2. The Entertainer hereby warrants that they will not make any claim under the *Workplace Safety and Insurance Act* in connection with the provision of services hereunder.

**Liability Insurance**

1. The Entertainer acknowledges that it is required to provide proof of coverage for a minimum of One Million Dollars in Commercial General Liability Insurance within 7 calendar days of executing this agreement.  Such insurance coverage shall cover the period of time in which the event is scheduled to take place.

**Termination**

1. McMaster may terminate this agreement for any reason and at any time by providing notice in writing to the Entertainer.

**General**

1. Notices. All notices shall be sent by registered mail and addressed to one of the signatories below, or such other address as may hereafter be designated by notice in writing.
2. Entire Agreement. This agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this agreement shall be in writing and executed by the authorized representative of both parties.
3. Governing Law. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the exclusive venue for any legal proceedings arising from or incident to this agreement shall be the courts of Hamilton, Ontario.
4. Severability. Should any provision of this Agreement be declared illegal, void or unenforceable under Ontario or Canadian law, or shall be considered severable, the agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

IN WITNESS THEREOF, the parties have executed this agreement effective the day and year first written above.

**Entertainer’s Signature**

Name: Date

Title:

Address:

Email:

**McMaster University**

Name: Date

Title:

Address:

Email: