

**Performance Contract**  
**Rollins College**  
**Winter Park, FL**

This contract is entered into this 30<sup>th</sup> day of October 2006 between Rollins College hereinafter referred to as "College" and for the performance of \_\_\_\_\_ hereinafter referred to as "Artist". The organization sponsoring this event is \_\_\_\_\_.

The agreement represents the entire understanding between the College and the Artist. This document supersedes and replaces all previous understandings, verbal or in writing. Any addenda, additions, changes or amendments to this document must be made in writing, and approved by both parties.

The Artist will perform on \_\_\_\_\_ at \_\_\_\_\_. The performance will begin at \_\_\_\_\_. Artist will arrive for load-in, set-up, and sound check no later than ½ hour before the start time of the performance.

Contract Price and Payment: The price for this engagement is \$ \_\_\_\_\_. Payment will be made in two parts (1/2 prior to the day of the show and the remainder on the day of the show) in the form of a College check. Payment will be made to \_\_\_\_\_. Social Security/Federal Identification Number for the Artist is \_\_\_\_\_. No cash payment will be made.

Indemnification: The Artist agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, including but not limited to social security laws, worker's compensation insurance, income taxes, state employment insurance taxes or contributions, public liability insurance; and Artist will hold the College harmless against any such laws. The Artist agrees to indemnify and hold harmless the College, its agents and assigns from all liability, loss, damage, costs and all other claims for expenses asserted against the College that may arise from the activities of the Artist, Artist's agents, associates, employees, guests, participants, or vendors.

Control of Performance and Damages: The Artist will control the details and manner of performance, but it is agreed to and understood that Rollins College and College shall have the right to direct Artist to discontinue any activity constituting violation of state statute, applicable ordinances or directions of lawful authority. Damages to the premises, inappropriate conduct, or unsatisfactory performance caused by the Artist's staff, either intentionally or through negligence, will be paid for by the artist, deducted from the payment, or payment withheld.

Identification of Artist: It is understood that certain key individuals whose persona, appearance, skills, talents, and special or necessary equipment are recognized as essential to the unique unit identified as the Artist. If the entire and complete unique unit identified as the Artist does not perform (due to substitution or any other cause), the College reserves the right to renegotiate the terms of payment, or cancel this agreement entirely.

Insurance: It is agreed and understood by Rollins College and the performer that the performer shall carry sufficient insurance to cover any and all liabilities which may occur during his or her stay or performances and further agrees to hold Rollins College harmless from all damages which arise out of the performance. Neither the Contractor, nor its employees or agents, are entitled to worker's compensation benefits from the College as a result of the duties to be performed.

Artist agrees to obtain and maintain during the effectiveness of this Agreement at its own cost and expense the following insurance coverage on its own behalf:

General liability and Automobile Liability insurance with a minimum combined single limit of \$1,000,000 covering all activities of the Artist. Liability insurance shall include, but is not limited to, coverage's for continual liability, and for damages to Purchaser facilities resulting from acts of omission of Artist. This insurance must be endorsed to provide 10 days written notice to Rollins College of cancellation or reduction of the required coverage's.

Users shall provide written proof of insurance to Rollins College within 10 days prior to the occurrence of the stipulated event. Such proof shall be an original document signed by a licensed representative of the insurer.

User is responsible for providing All Risk property insurance on all personally owned equipment used in the performance of the event stipulated by this agreement. Rollins College is not responsible for damages to the Artist's equipment regardless of the cause.

Equipment: The Artist understands that the Artist is completely self-contained and will not require supplemental sound and/or light equipment or other services unless otherwise agreed upon prior to show date. All equipment provided by the College shall remain under complete supervision, direction and control of the College. The College is not responsible for any equipment not specifically stated in the Artist's contract or rider. The Artist agrees that if s/he does not use the equipment required in the contract or rider s/he shall pay for all rental costs of said equipment.

Technical Specification: In order to provide the highest quality production of this performance, a current Artist's technical specification sheet must be attached and made part of this contract. If the Artist and/or representative make any changes in the technical requirements after the signing of this contract, including the right to re-negotiate the terms of this contract, including the right to cancel if unreasonable changes are required. In all cases, the technical requirements must be delivered to the College no later than two (2) weeks prior to the engagement.

Promotional Material: It is understood that the Artist or agent will provide a reasonable quantity of current biographical and promotional material to the College at the time of signing of this contract.

Lodging: If agreed upon, the College shall provide lodging for one night for the artist. The College will pay for room and taxes. Any incidental charges such as telephone are the responsibility of the Artist.

Transportation: Transportation will be the responsibility of the Artist unless otherwise specified in this contract. In the event that transportation is at any time furnished by the College, then in consideration, the Artist and/or staff releases and forever discharges the purchase of and from all liability, claims, action, and possible causes of action and whatsoever that may occur to the artist and/or staff or heirs of same from every and any loss, damage, and injury (including death) that may be sustained by the Artist and/or his/her staff and property of same during the course of said transportation.

Equal Opportunity: Rollins College is an Equal Opportunity institution and requires the same of its subcontractors.

Reproduction of Performance: The College agrees that the performance will not be recorded in any manner without written permission. The College does retain the right to photograph the performance for publication in student publications, including the campus newspaper and yearbook, or other College publications.

Inability of Perform: In the event that the Artist may secure a commitment for motion picture, television or recordings or is unable to perform because of ill health, physical disability, or other reasons beyond his/her control, the Artist or representative shall give the College the first right on the next tour at the originally agreed upon price and will pay for any costs incurred for the event which cannot be cancelled. Any payments made in advance to the Artist must be reimbursed to the College.

Termination: The College reserves the right to terminate this agreement without penalty for breach by the Artist of any of the terms contained herein or if it should become impractical to perform this Agreement due to causes beyond the control of the college, such as, but not limited to, acts of God, destruction to facilities, labor disturbance, war or government order. The Artist reserves the right to terminate this Agreement without penalty for breach by the College or any of the terms contained herein or if it should become impractical to perform this Agreement due to causes beyond the control of the Artist, such as, but not limited to, acts of God, labor disturbance, war or government order.

Artist Infringement: The Artist represents that in performing under the terms of this addendum, s/he is not infringing on the property right, copyright, patent right of anyone else; and if any suit brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said act or appearance is an infringement on the property right, copyright, patent right or other rights, Artist will indemnify the College against any and all loss, damage cost, attorney fee or other loss whatsoever by reason of the Artist or representative permitting or allowing the presentation of the act called for herein.

Contract Return: The College has signed this contract prior to signature by the Artist or representative. The College and Artist must agree to any changes to the contract in writing and the presenter shall initial and date all changes. The action of the College in returning the contract constitutes an offer to enter into an agreement on the terms herein stated. If the fully executed contract is not returned to the College within ten working days, this offer shall be null and void unless otherwise agreed to in writing by both parties.

Construction: This agreement is signed as a sealed instrument to be governed by and interpreted in accordance with the laws of the State of Florida. The signatories warrant that they are the duly authorized representatives of the principles, and thereby assume no personal liability except as agents. In witness thereof, the duly authorized representative of the parties has executed this agreement as of the date written below.

Signatures:

Agreed to and Accepted:  
For Rollins College

Agreed to and Accepted:  
For the Artist

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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Date

\_\_\_\_\_  
Date