

**Rollins College  
Performance Agreement**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Rollins College, 1000 Holt Avenue, Winter Park, FL 32789-4499, (hereinafter referred to as “College”) and \_\_\_\_\_, (hereinafter referred to as “Artist”). The organization sponsoring this event is \_\_\_\_\_.

This 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.

- I. **Date/Time of Services:** 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 1 hour before the start time of the performance.
  
- II. **Agreement Price and Payment:** The price for this engagement is \$ \_\_\_\_\_. Payment will be made at the conclusion of the show in the form of College check. Payment will be made to \_\_\_\_\_. Social Security/Federal Identification Number for the Artist is \_\_\_\_\_. No cash payment or deposit will be made.
  
- III. **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, workers’ compensation insurance, income taxes, state employment insurance taxes or contributions, public liability insurance; and Artist will hold 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.
  
- IV. **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 shall have the right to direct Artist to discontinue any activity constituting violation of a state statute, applicable ordinances or directions of lawful authority. Damages to the premises, inappropriate conduct, or unsatisfactory performance caused by the Artist or Artist’s staff, either intentionally or through negligence, will be paid for by the Artist, deducted from the payment, or payment withheld.
  
- V. **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.
  
- VI. **Insurance:** It is agreed and understood by Rollins College and the Artist shall carry sufficient insurance to cover any and all liabilities which may occur during his or her stay or performance and further agrees to hold Rollins College harmless from all damages which arise out of the performance. Neither the Artist, nor his/her employees or agents, are entitled to workers’ compensation benefits from the College as a result of the duties to be performed.

- VII. Artist shall provide written proof of insurance to Rollins College within 10 days prior to the occurrence of the stipulated event. Such insurance shall be an original document signed by a licensed representative of the insurer. Please mail or fax this information to the attention of the Assistant Vice President of Human Resources and Risk Management, Rollins College, 1000 Holt Avenue – 2718, Winter Park FL, 32789-4499. Fax: 407-646-2188.
- VIII. Artist 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 Artist's equipment, regardless of cause.
- IX. **Data Disclosure.** Artist is required to provide a social security number or a federal taxpayer identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities. Artist is required to provide a US Taxpayer Identification Number (TIN) on Form W-9 (US Persons) or the W-8 forms (Foreign Nationals).
- Foreign nationals may not enter into an Agreement or receive payment or reimbursement, either directly or indirectly through an agent, until the individual has provided complete documentation to substantiate past immigration history, current immigration status and the appropriateness of the services to their current visitor program. Service payments (including travel and honoraria) made to or on behalf of foreign national contractors are generally subject to 30% US federal income tax withholding and reportable on Form 1042-S.
- X. **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 Agreement or rider. The Artist agrees that if s/he does not use the equipment required in the Agreement or rider s/he shall pay for all rental costs of said equipment.
- XI. **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 Agreement. If the Artist and/or representative make any changes in the technical requirements after the signing of this Agreement, Rollins reserves the right to re-negotiate the terms of this Agreement, 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.
- XII. **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 the signing of this Agreement.
- XIII. **Meals and Hospitality:** The College agrees to provide one meal to the Artist and provide non-alcoholic beverages during the performance. The Artist must notify the College in advance of any special dietary requests.
- XIV. **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.

- XXIII. **Transportation:** Transportation will be the responsibility of the Artist unless otherwise specified in this Agreement. 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 purchases 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.
- XXIV. **Equal Opportunity:** Rollins College is an Equal Opportunity Action institution and requires the same of its contractors and subcontractors.
- XXV. **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, yearbook, or any other college publications.
- XXVI. **Inability to 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 her/his 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.
- XXVII. **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 its facilities, labor disturbance, war, or governmental 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 College, such as, but not limited to, acts of God, labor disturbance, war, or governmental order.
- XXVIII. **Artist Infringement:** The Artist represents that in performing under the terms of this Agreement 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 on 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.
- XXIX. **Agreement Return:** The College has signed this Agreement prior to signature by the Artist or representative. The College and Artist must agree to any changes in the Agreement in writing, and the presenter shall initial and date all changes. The action of the College in returning the Agreement constitutes an offer to enter into an Agreement on the terms herein stated. If the fully executed Agreement 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.
- XXX. **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.

**Signature:**

Depart Head Name: \_\_\_\_\_ Depart Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Agreed to and accepted for Rollins College**

**Agreed to and Accepted for Artist**

Name of authorized person: \_\_\_\_\_ Name of authorized person: \_\_\_\_\_

Signature of authorized person: \_\_\_\_\_ Signature of authorized person: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_