

STETSON UNIVERSITY
DELAND, FLORIDA 32723

ENTERTAINMENT / ARTIST CONTRACT

This agreement, made this **Date:** _____ between Stetson University, Inc.
(today's date) (hereinafter referred to as "University")

and:

_____ hereinafter referred to as "Artist(s)".
(Name of Artist, Company and/or Agent)

WITNESSETH, that the University contracts for the services of Artist(s) as (an) independent contractor(s), not as (an) employee(s), on the terms and conditions set forth below. Artist(s) and Agent agree to render to the University services as follows:

Name of Artist, Entertainer, Show, Event: _____

Date(s) of Event: _____

Campus Location of event _____

Type of Show/Event: _____

Hours of Performance: _____

Timeframe Artist Will Arrive on Campus: _____

Special Provisions/Requests: Use Addendum Sheet for Details & Riders

Compensation:

Compensation/Agreement: \$ _____ be paid at completion of performance/service, day of show.

Check Here if Compensation is noted on Rider or Addendum Sheet

Payment Agreement:

Check(s) to be issued to: **Check One:** Agent _____ Artist _____ Company: _____

Name _____

Address: _____

Phone Contact(s): _____

Email: _____

Social Security number or Federal ID Number: _____
(For example SSN #123-45-6789 or FIN #12-34567890)

1. The University contracts for the services of Artist(s) as (an) independent contractor(s) and not as (an) employee(s). Artist(s) shall provide a sufficient quantity of capable performer(s). The University shall make payment to Artist/company who is responsible for compensating performer(s) acquired as agreed between Artist/Agent and the performer(s). The performer(s) are self-employed or employees of Artist/company who will have the duty of and will be responsible for complying with Federal, State and Internal Revenue Service laws and regulations pertaining to the withholding of taxes and social security, and for complying with any union or Federation rules pertaining to deduction for dues and may health or welfare fund, and any other union or Federation deduction or payment, and Artist(s) will hold Stetson University harmless and indemnify it for any claims therefrom.
2. Artist(s) will be allowed reasonable access to the facility used for the engagement before and after the engagement for the purpose of assembling and removing equipment. Artist(s) will arrive at engagement at timeframe designated above. Agent will be allowed access for consultation with Artist(s) at any time. Artist(s) may not be accompanied by guest(s). Requests for complimentary tickets for artist's guests should be submitted to the University for approval in advance of the performance.
3. It is mutually agreed that neither party shall be responsible for any provision in this contract or rider(s)/addendums to this contract when prevented from complying with a contractual provision due to any Act of God or any other legitimate condition beyond the control of the appropriate party.
4. The University shall provide such security as it deems reasonably necessary incidental to the performance, and in the event Artist(s) have their own security, Artist(s) shall inform and identify to University, their security personnel at least 24 hours prior to the commencement of the performance and said security shall comply with all federal, state and local laws, ordinances and regulations, and they shall be under the supervision and control of University's security at all times while on the premises of the University.
5. Artist(s) shall reimburse, indemnify and hold harmless the University for all loss to the University resulting from the negligence of Artist(s) in the performance of this contract. In further consideration, Artist hereby agrees to assume all liability, jointly and severally, for any injuries or damages that may be performance related, or that Artist or its employees, contractors or performers may cause to any persons or property during Artist's use of and visit to Stetson's campus while Artist is engaged in the activities described hereinabove. In addition, Artist agrees to provide to the University a certificate of insurance showing proof of current General Liability, Automobile Liability and, if applicable, Workers Compensation coverage as required by State statute, and agrees to name Stetson University, Inc. as an additional insured in respect to liability and the Artist's activities/event described hereinabove.
 - a. The University shall not be liable for any damages or injuries of the Artist(s), their performers, contractors or their equipment, while on the University's premises, and Artist hereby releases Stetson University, Inc., its Board of Trustees, Officers, Staff, Employees, Representatives and Agents from all form and manner of risks inherent or relating to such activities, and agrees to waive all claims and demands of any nature arising from said campus visit, performance or related activities, except for those losses or claims arising from the sole or willful negligence of the University.

6. The validity, interpretation and effort of this contract and any Addendum or rider(s) attached thereto shall be governed by the laws of the State of Florida. The laws of the State of Florida shall govern all rights, obligations, remedies and liabilities arising pursuant to this contract and any rider(s) attached thereto. Venue for any legal action relating to this contract shall be Volusia County, Florida.
7. With the exception of Artist(s), performers and their employees or contractors; all stagehands, stage carpenters, electricians, electrical operators and other support personnel required for this performance shall be employees of the University or subcontracted by the University. As such, these support personnel are not subject to national or local union or guild requirements. Artist(s) agree(s) to notify all necessary unions or guilds of the terms of this agreement at least 7 days prior to performance and will hold University harmless and indemnify if from any claims therefrom.
8. Only those items or services specifically delineated in this contract and any rider(s) attached hereto are being provided or paid for by the University. No additional costs for items or services will be borne by the University without its prior expressed written consent.
9. Artist(s) shall be solely responsible for the payment of any and all royalty fees payable as a result of the performance of any copyrighted music or matters performed pursuant to the copyright laws of the United States or any other country and will hold University harmless and indemnify University from any claims therefrom.
10. The University agrees to exercise reasonable care to prevent the recordation, reproduction or transmission of the performance of Artist(s), in any manner or means whatsoever, in the absence of a specific written agreement with Artist(s) to the contrary. Any agreement to permit recordation, reproduction, or transmission of this performance must be in writing and attached to this agreement as a rider in order to be binding upon the parties of this agreement.
11. Any person/entity executing this contract, other than Artist(s), expressly warrants that he/it is authorized to execute this contract for Artist(s) for this engagement at the time and place specified in this contract.
12. This contract shall not be binding upon the University until fully executed, including signing and initialing of any changes by the parties hereto, or their authorized representatives, and delivered to the University at least 7 days prior to the date of performance.
13. The University representatives signing this agreement certify that they sign as properly authorized representatives of the University and do not assume any personal liability for meeting the terms of this contract.
14. The University may modify this contract provided written notice is given to Artist(s). Both parties must initial all additions and deletions to this contract and its rider(s) and addendums in order to be valid. This contract and any rider(s) or addendums attached thereto represents a complete and final expression of the parties' agreement. The parties will therefore be responsible only for those items expressed in this contract and any rider(s)/addendums attached thereto, irrespective of any additional or contrary oral or written statements or representations.

15. Stetson University is an Equal Opportunity institution that admits students of any race, color, sex, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the University. It does not discriminate on the basis of race, age, color, sex, sexual orientation, national and ethnic origin or handicap in administration of its educational policies, admissions policies, scholarship and loan programs, athletic and other school-administrative programs or activities.

(a.) The artist(s) shall not discriminate in any manner against any employee, student or applicant for employment because of race, sex, age, color, physical or mental handicap, marital status, religion, national origin or political affiliation.

16. If Artist(s) fail(s) to fulfill its obligations under this agreement properly and on time, or otherwise violates any provision of this agreement, the University may terminate the agreement by written notice to Artist(s) without any obligation on the part of the University. Artist(s) shall remain liable after the termination for any damages caused by Artist(s) breach. The notice shall specify the acts or omissions relied on as cause for termination. The University shall pay Artist(s) fair and equitable compensation for satisfactory performance rendered to the University prior to the receipt of the notice of termination by Artist(s), less the amount of damages arising from the breach of contract by Artist(s). In the event that the University's damages exceed the compensation payable to Artist(s), Artist(s) shall remain liable after termination and the University may affirmatively collect damages.

17. It is mutually agreed that any attached contract, or any rider(s)/addendums thereto, by and between the University and Artist(s) pertaining to this engagement is supplemental and subordinate to this Stetson University Entertainment Contract. The terms and conditions of this Stetson University Entertainment Contract and the rights, privileges, duties, and obligations arising pursuant thereto shall at all times and in all events and situations be controlling and prevailing.

18. If in the University's sole determination, the Artist(s) or their performers or employees appear on or near the performance site noticeably under the influence of alcoholic beverages, narcotics, drugs, or other controlled substances, or exhibit behavior, conduct or acts that would reflect negatively upon the University or are socially unacceptable as determined by the University or its staff, the University shall have the right to terminate this contract and/or trespass and have the offenders removed from the premises with no liability on the part of the University. The Artist(s) shall be liable to the University for payment within thirty (30) days after demand of all of University's costs, expenses, damages, and claims resulting from such cancellation, including reasonable attorney's fees and costs incurred in the enforcement of this provision. Artist(s) acknowledge(s) that no weapons of any kind, alcoholic beverages, narcotics, drugs, or other controlled substances are permitted on or to be consumed on University's campus or at or near the performance site. Non-alcoholic beverages as requested by Artist(s) should be provided if separately agreed to in writing by the University and Artist(s).

19. In the event that Artist(s) desire(s) to have souvenir concession rights at the performance, those rights shall be subject to approval by the University, and controlled by all applicable University rules and regulations and such other requirements as the University may invoke. Artist(s) will be responsible for State sales tax and any vendor's fees, etc. required by law. The University shall not be held responsible for the security or storage of Artist(s) souvenir concession goods or items and Artist shall hold harmless the University and its staff, students or volunteers who might assist the Artist(s) with their souvenir concession activities.

20. The Artist(s) and performers acknowledge that each of them has received a copy of an executed copy of this contract and will be sensitive to the commonly accepted local standards of civility and conduct incidental to their performances.

21. In the event any of the provisions of this agreement are rendered to be invalid, illegal or unenforceable for any reason, the remainder of this agreement shall remain in full force and effect and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereby agree and accept the foregoing terms and provisions of this Agreement and each of the parties have authorized their official representatives to execute on the date as shown herein.

Date: _____

Date: _____

FOR STETSON UNIVERSITY, INC.

FOR: _____
Name of ARTIST/Agent or Company

By: _____
Signature of Finance Office Representative

By: _____
Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Requesting Dept: _____ Contact Name: _____

Unit# _____ Phone: _____ Email: _____

NOTE: Please do not alter or cross out any terms of this agreement- Add note to request modifications on the attached Addendum sheet. Any riders or additional contracts submitted by the Artist should be attached as an addendum/rider to the Stetson University Contract.

Agreements should be submitted to the Finance Office at least 2 weeks prior to commencement of services to allow for approval process.

Note to Dept: Please complete the agreement and submit to Artist for signature along with the W-9/Vendor Form(at Finance Office website: <http://www.stetson.edu/administration/finance/forms.php> Upon return from Artist, please forward all forms to **Nita Ellis** in the Finance Office for final signature. Copy of executed forms will be returned to you. Please send a copy to Artist and keep copy for your files.

For Payments: Send check requisition to Account Payable , **noting that the contract was completed and on file.**

Nita Ellis Contact Info: Finance Office- Unit 8318 / Email: nellis@stetson.edu / Phone: 386-822-7023

Certificate of Insurance Rec'd _____ Add'l Insured _____

ADDENDUM
TO
ENTERTAINMENT/ARTIST AGREEMENT
BETWEEN

STETSON UNIVERSITY, INC. AND _____.

(Artist/Company NAME).

Check here if Artist has attached a Contract Rider _____

Check here if Info is attached _____

Use this section to include additional information and details
pertaining to Artist Agreement and/or Provisions:

Check here if Special Requests are attached _____

Use This Section to Include Any Special requests: