ENTERTAINMENT
CONTRACT

TOWSON UNIVERSITY

_____

Date

Campus Department or Student Organization Title:_____

Name of Artist (and address, if not represented by Agent), hereinafter "Artist":

Name, Address and U.W. Federal tax identification number of Authorized Agent, hereinafter "Agent":

Type of Engagement:

Date(s) of Engagement:

The term of this Contract begins on the date set forth above, and ends on _____ (the "Term").

Place of Engagement:

Time(s) of Engagement:

Breaks or Intermissions:

Compensation:

Towson University will pay $_____, payable to _____.

Towson University will pay $_____, payable to _____ ("Agency Service Fee").

Terms of Payment:

Payment will be made by Towson University or State of Maryland check, payable to _____, within thirty (30) days of the last day of the Term or the date on which the University receives the fully executed Contract, whichever is later.

I-9 Requirement

Entertainer/Artist warrants and represents that it is currently in compliance, and that during the term of this Contract it will remain in compliance, with the Immigration Reform and Control Act of 1986, and that it will obtain original valid employment verification documentation from all its employees on a timely basis as required by law and regulation. This requirement also applies to all subcontractors hired by Entertainer/Artist.

Federal Tax Identification or Social Security Number:

1.	Is the artist a US citizen or permanent resident alien?	☐ Yes	☐ No
2.	Is the agent a US citizen or permanent resident alien?	☐ Yes	☐ No

If the answer to either question is NO, contact the University Nonresident Alien Tax Office at ext. 42569 and complete the Entertainment Contract Supplement. (See attached.)

Towson University Department Contact:

_____
Name, Title, Phone Number

_____
Name, Title, Phone Number

_____
Name, Title, Phone Number

_____
Name, Title, Phone Number

ACCEPTANCE BY THE PARTIES:

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Contract as of the date first above written and do hereby acknowledge and accept the General Terms and Conditions, as set forth on pages three through four, as fully incorporated by reference in this Cultural Events Contract.

Artist:	Towson University:
_____	_____
By: (Authorized Signature)	By: (Authorized Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	Towson University
(Organization)	(Organization)
_____	8000 York Road
(Address)	\(Address)
_____	Towson, MD 21252
(Address)	(Address)
_____	_____
(Date)	(Date)

GENERAL TERMS AND CONDITIONS

1. Towson University (hereinafter "University") herein contracts for the services of Artist (and its individual performers, if any) as (an) independent contractor(s) and not as (an) employee(s). Individual performers shall be deemed the employees of Artist. Payment shall be made to Artist or to Agent (as set forth herein), and Artist shall be responsible for compensating individual performers, unless the University agrees in writing to make payment directly to individual performers. Artist shall be responsible for complying with applicable state and federal law and Internal Revenue Service regulations pertaining to the withholding of taxes, and for complying with any applicable union or federation rules, including those pertaining to deduction of dues and to health and welfare violations.

2. Artist will be allowed reasonable access to the facility used for the engagement before and after the engagement for the purposes of assembling and removing Artist's equipment, as set forth more specifically in Section 23 ("Additional Terms"), below.

3. Artist shall have the sole responsibility for the payment of any and all royalty fees payable as a result of the performance of any copyrighted materials, including but not limited to music, performed pursuant to this Contract. Artist shall indemnify and hold the University harmless for the failure of Artist to pay royalty fees due hereunder pursuant to the copyright laws of the United States or any other country.

4. Artist shall obtain and maintain at the Artist's expense, comprehensive general public liability insurance coverage for injury, death, and property damage claims arising from its wrongful or negligent acts or omissions in performing this Contract. Such insurance coverage shall have limits of not less than $1,000,000 per occurrence. Such insurance policy or policies shall name as co-insureds the University and the University's trustees, officers, agents, and employees, and shall contain provisions that such coverage shall not be canceled or reduced in amount except upon fifteen (15) days' written notice to all named insureds. The University shall be furnished with a copy of the policy or a certificate of insurance at least twenty (20) days prior to the beginning of the Term pursuant to this Contract.

5. Artist shall indemnify and hold the University harmless for all costs to the University resulting from the wrongful or negligent acts or omissions of Artist in the performance of this Contract.

6. Artist shall have sole responsibility and liability for any damage to or loss of Artist's equipment used in performance of this Contract.

7. University shall employ or subcontract the services of all stagehands, stage carpenters, electricians, electrical operators and other support personnel required for this engagement. Therefore, the support personnel provided hereunder will not be subject to the national or local union or guild requirements. Artist shall be responsible for notifying unions and guilds of the terms of this Contract.

8. University shall have the sole responsibility for and control of security when the engagement takes place on University premises. Artist shall comply with the University's regulations and with all federal, state and local laws, regulations and ordinances applicable to Artist's activities and obligations under this Contract.

9. University shall exercise reasonable care to prevent the recordation, reproduction, or transmission of the performance of Artist, in the absence of a specific written agreement with Artist to the contrary. Any agreement to permit recordation, reproduction, or transmission of such performance shall be written, and either contained in or attached to this Contract as a rider.

10. University shall provide or pay for only those items or services specifically indicated in this Contract. No additional costs for items or services will be borne by the University without its prior consent, specifically written herein or attached hereto as a rider.

11. University shall not, under any circumstances, be required to indemnify or hold Artist harmless for any claims, losses or liabilities of any kind, and any provision to this or any other Contract purporting to impose such liability upon the University shall be null and void.

12. Neither party will be responsible for or liable to the other party for non-performance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the reasonable control of the nonperforming or delayed party. Such causes include, but are not limited to, acts of God, acts of government, pandemic, embargoes, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, hurricanes, fires, and floods, or any other circumstances of like character. The party whose performance is delayed or prevented shall promptly provide to the other party written notice of the existence of and the reason for such nonperformance or delay.

13. No employee of the State of Maryland, or any department, commission, agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall become or be an employee of the party or parties hereby contracting with the State of Maryland or any department, commission, agency or branch thereof.

14. The parties hereto will not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, gender identity, sexual orientation, genetic information, marital status, national origin, ancestry, physical or mental handicap, or any other protected class.

15. Artist warrants that Artist has not employed or retained, paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent working for Artist, to solicit or secure this Contract.

16. If Artist fails to fulfill Artist's obligations under this Contract properly and on time, or otherwise violates any provision of this Contract, University may terminate this Contract by written notice to Artist, provided, however, that University gives Artists five (5) days to cure any such failure. The notice shall specify the acts or omissions relied upon as cause for termination. University shall pay Artist fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Artist's breach. If the damages are more than the compensation payable to Artist, Artist will remain liable after termination and University may affirmatively collect damages.

17. This Contract may be terminated by University in accordance with this clause whenever University shall determine that such termination is in its best interest. University shall pay all reasonable costs associated with this Contract that Artist has incurred up to the date of termination and all reasonable costs associated with termination of this Contract. However, Artist shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

18. The validity, interpretation and effect of this Contract shall be governed by the laws of the State of Maryland, without respect to conflict of laws principles. Further, the laws of the State of Maryland shall govern all rights, obligations, remedies and liabilities arising pursuant to this Contract. No claim or dispute from or relating to this Contract shall be required to be submitted to or settled by any type of arbitration process. Any legal proceedings involving such claim or dispute shall be brought in the appropriate court in the state of Maryland.

19. Any person or entity executing this Contract on behalf of Artist expressly warrants that such person or entity is duly authorized to execute this Contract on behalf of Artist for this engagement at the time and place specified in this Contract.

20. The person executing this Contract on behalf of University certifies that such person is duly authorized to and does execute this Contract as a representative of University and assumes no personal liability for the performance of this Contract.

21. Any attached Contract (including any rider(s) attached thereto) between University and Artist pertaining to this engagement shall be deemed supplemental and subordinate to this Towson University Cultural Event Contract. The terms and conditions of this Cultural Event Contract, and the rights, privileges, duties and obligations arising pursuant thereto, shall be controlling in the event of conflict and at all other times and in all events and situations.

22. All additions to and deletions from this Contract (including any riders attached hereto) must be initialed by both parties in order to be valid. This Contract (including any riders attached hereto and incorporated by reference herein) represents the complete and final expression of the agreement between the parties. The parties will be responsible only for those items expressed in this Contract, irrespective of any additional or contrary oral or written statements or representations.

23. Additional terms and conditions:

Additional Event Details: