UNIVERSITY OF MARY WASHINGTON

PERFORMER’S CONTRACT

This contract for the personal (performer) services of talent is made on ______________ between the University of Mary Washington (UMW) and _________________________________.

Place of engagement: ___________________________________________________________
at the University of Mary Washington, _____________, Virginia campus.

Date/Time of Engagement: ___________________________________________________________________

Compensation Agreed Upon: $__________.

UMW Will Cover (check all that apply):
☐ Transport
☐ Lodging for _____ people
☐ Meals for _____ people

Payment Method: The Contractor shall submit a Vendor Registration Form prior to payment being issued.

Payment will be the evening of the event if proper documentation (contract, vendor application, and invoice) are received by _______ otherwise payment may be 30 days after the event.

Additional Details are provided in Attachment (1) to this Contract.

A mutually agreed upon technical rider outlining stage size, and lighting and sound requirements must be attached to this agreement, Attachment (2). Should the artist fail to specify their sound and lighting needs, it will be the artist’s responsibility to provide the required equipment.

The University, its officers, employees and agents and the Performer, its officers, employee and agents will not be responsible for any delay or failure in the performance resulting from any cause beyond their control, including without limitation: war, strikes, labor disputes, civil disturbances, fires, natural disasters, acts or regulations of public authorities, and acts of God.

If in the sole judgment of the University, it becomes necessary to cancel the performance to protect life or its property or the property of others, then the University may do so without liability to the Performer.

Any deposits or prepayments made by the University to the Performer will be returned to the University if the Performer’s performance under this Agreement is canceled for any reason.
The Performer is an independent contractor. Neither Performer nor Performer’s Agent or any member of their organizations shall hold themselves out as an agent or employee of the University. Neither Performer nor Performer’s Agent has authority to make any commitment on behalf of the University.

If the performer breaches this Agreement, in addition to other rights or remedies, the University may terminate this Agreement without prior notice.

The Performer agrees that substitute performers will not replace featured members of the group unless a request in writing is approved by the University. If the University does not approve the substitution(s), this Agreement shall be rescinded.

The Performer warrants that all equipment and materials used by the Performer are in good working, safe order. The Performer warrants that all employees, agents and volunteers acting on behalf of the Performer have been properly trained to perform the services in a safe, efficient, workmanlike manner.

Campus Safety: Any individual on University property or in University facilities may be required to identify themselves at any time by an administrative officer of the University or the University Police.

Fire Safety: The Performer agrees to be aware of and abide by fire safety regulations and procedures, including proper exit procedures, room capacity, and room set up requirements. Haze or smoke of any kind is not allowed in any indoor facility on the University of Mary Washington campus.

The University reserves the right to cease the performance and terminate facility reservations for any activity if it determines while this activity is going on, that facility equipment or furnishings are being damaged as a result of the activity, or if it determines that the activity is endangering the health or safety of patrons, interfering with the processes of the University, or infringing on the rights of others.

It is understood and agreed that the University shall not be responsible for any loss of or damage to the property of the Performer, or for the acts or omissions of the audience.

The Performer represents and warrants that its performance in all respects (including performance of any sheet music, lyrics or script as may be desired or requested by the University) will not violate any copyright, and all the necessary approvals to perform copyrighted works have been obtained. Performers agree to indemnify, defend and save harmless the University against any claim, demand, liability or expense caused by or arising out of its performance. The University is hereby authorized to use Performer’s name and other service marks to advertise the scheduled event.

Except as set forth above, neither party shall use the other’s name, logo or trademark, or any corporate or business name, or likeness, which is reasonably likely to suggest that the parties are related, without first obtaining the written consent of the other party.

The following terms are hereby incorporated by reference: a) The provisions required by Va. Code §2.2-4354 obligating Performer to make prompt payment to all subcontractors and provide University with a valid taxpayer identification number; b) the provisions required by Va. Code §2.2-4311.2 obligating Performer to comply if Performer is required by law to be authorized to transact business in the
Commonwealth; and c) if agreed upon compensation for this Agreement exceeds $10,000, the provisions required by Va. Code 2.2-4311 prohibiting Performer from discriminating in employment and Va. Code §2.2-4312 obligating Performer to provide a drug-free workplace. Performer does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

It shall be the Performer’s obligation to maintain all necessary personal, property and liability insurance. In any and all contracts and agreements among the Performer and its employees, agents, consultants, subcontractors and representatives, the Performer shall ensure that appropriate liability and property insurance be obtained.

The use, sale, distribution, dispensation, possession or manufacturing of a controlled substance or marijuana is prohibited while the performer is on University property and in spaces rented for use by the Performer. This is to include any hotel spaces provided under this agreement.

Disbursement of any and all complimentary tickets is at the discretion of the Purchaser.

Performer is responsible for submitting a request, subject to UMW review and approval, to sell goods on campus. Performer will remit to the University a commission of 20% on all merchandise other than CDs sold while on University property. The Performer is responsible for the sale and protection of the merchandise.

This Agreement may not be assigned by either party without advance written consent of the other party.

Nothing in this Agreement shall be deemed a waiver of sovereign immunity of the Commonwealth of Virginia. All parties agree that this Agreement shall be construed, governed and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Agreement shall be brought before a proper state or federal court in the Commonwealth of Virginia.

The Agreement (and any signed written addenda) constitutes the entire understanding of the parties and supersedes any and all prior oral and written agreements. No oral or written promises or conditions exist outside of this Agreement. This Agreement represents the entire understanding of all parties.

In witness whereof, the parties have hereto have set their names on the day and year written below.
PERFORMER

Print Name: ________________________
Signature: ________________________
Title: _____________________________
Date: _____________________________

UNIVERSITY

Print Name: ________________________
Signature: ________________________
Title: _____________________________
Date: _____________________________

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

FUND: ______ ORG: ______ ACCT: 71268 PRGM: ______ ACT: EXEMPT LOC: ____________

New Vendor Form Attached? Yes ______ No ________

Updated 2015
Attachment (1) Additional Details Regarding __________________________ Event

Schedule:

- Arrive by ______ and meet with ____________________ at __________________________.
- Start Technical Run through at ____________________________________________.
- Show begins at _____________ and ends at ________________ with ____ breaks of no more than _________ minutes.

Travel Expenses: UMW agrees to pay $_______________ for transportation.

UMW agrees to provide lodging for _____ people

Meal Expenses:

- UMW will provide the below listed meal/catering options:

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

Dressing Rooms:

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

Merchandise:

The Performer has the right to sell their merchandise and to keep 100% of the profit of CD sales, and 80% profit of additional merchandise.

Broadcasting/Photographs

The University has the right to broadcast or photograph any portion of the performance without the official consent of the Performer unless exceptions are noted:

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
**Ticket Sales**

Performer will be paid only set fee as noted on page one and will not receive any funds from ticket sales. UMW will retain 100% of the proceeds generated by ticket sales. UMW will provide ticket sale numbers and attained information within one month of performance to performer/agency for their records.

**Suitability of Content**

Performer agrees that material presented in the event will be appropriate for radio and or network broadcasting including suitable lyrical content and stage gestures.