

Entertainment Contract

This contract for performance/presentation, written & dated _____, is made between the following parties:

_____ (hereinafter Student Organization or Client)

_____ (hereinafter performer or Contractor).

Date of Engagement: _____ **Place of Engagement** _____

Arrival Time: _____ **Start Time:** _____ **End Time:** _____

Type of Performance: _____ **Total Compensation:** _____

Client shall ensure that: (A) Performer is provided with professional sound an lighting and any technical or hospitality requirements as outlined in attached Rider; (B) the place of engagement is open and at least one (1) hour before the scheduled starting time; (C) the place of engagement meets all state and federal safety regulations; (D) for all outdoor performances, unless waived by Performer, a tent or similar overhead protective covering must be provided to prevent damage to any equipment in the event of adverse weather conditions; (E) reasonable steps will be taken to protect the Performer and equipment from any type of abuse, theft or damage resulting from this booking. In the unlikely event of circumstances deemed by the Performer to present a real or implied threat of harm to the equipment, or person, Performer reserves the right to cease performance until the Client has resolved the threatening situation.

Performer shall ensure that: (A) he/she has any and all applicable and/or necessary music licenses and performance permits; (B) he/she will comply with all federal, state, and local laws and ordinances, as well as FSU rules, regulations, and policies pertaining to the use of Florida State University facilities; (C) he/she will cease performance immediately upon direction of law enforcement authorities, authorized Florida State University officials, or Client; (D) he/she will remove all personal equipment and property from the performance site within one (1) hour following the end of the performance or such reasonable time agreed by the parties.

PAYMENT INFORMATION:

Payee: _____ **Method of Payment:** _____

Deposit (if applicable): _____ **Balance Due** (upon completion of performance): _____

ON CAMPUS EVENT: If event is to be held on the campus of Florida State University, the parties understand and agree that Client must obtain a Facilities Use Agreement with this contract as official addendum to that Agreement, from the Vice President for Student Affairs, or his/her designee, hereinafter the **Student Activities Center**, before University campus facilities or grounds may be used. Should Florida State University's approval not be obtained, or should the University deny approval, then the parties understand and agree that this contract shall be automatically cancelled, and no payment shall be due to Performer or his/her agent, except as provided in paragraph 9 below.

CANCELLATION: Cancellation of the engagement by the client for any reason other than that specified in paragraph 11 below shall result in forfeiture of any deposit not to exceed \$100.00 or payment of \$100.00 as liquidated damages, whichever is higher. A client cancelling the engagement by telephone must also verify that cancellation in writing (via dated mail or FAX).

INDEPENDENT CONTRACTOR. Performer is an independent contractor and nothing in the Contract shall create an employment situation between the parties that does not independently exist. Likewise, nothing in the Contract and any Addendum creates a partnership or joint venture relationship between Contractor and Client, or Florida State University.

LIABILITY.

(1) Each party agrees to be solely responsible for the negligent or wrongful acts of its employees, agents and representatives arising out of that party's respective tasks and duties that are the subject of the Contract and any Addendum.

(2) No party shall be liable for lost profits, lost revenue, or lost savings. Client may, in addition to other remedies available to it at law or equity and upon written notice to Contractor or, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against Client. Client may set off any liability or other obligation of the Contractor to Client against any payments due the Contractor under the Contract and any Addendum.

INDEMNIFICATION/HOLD HARMLESS. As consideration for being allowed to perform at the event on the Florida State University Campus, Contractor shall indemnify, protect, defend and hold harmless Florida State University and Client, their parent, subsidiaries and affiliated corporations, and their respective trustees, directors, officers, employees and agents, from and against any and all Claims arising from or connected with (i) any alleged or actual breach by Contractor of any provision hereof or the inaccuracy of any warranty or representation made by Contractor herein; or (ii) any act or omission to act by Contractor directly or indirectly related to its performance of this Contract, except and only to the extent such Claim arises solely by negligence or intentional misconduct, or as may be allowed under Section 768.28, Florida Statutes, in the case of Florida State University, its trustees, directors, officers, employees and agents.

FORCE MAJEUR. No fault, delay or failure to perform on the part of the parties to the Contract and any Addendum shall be considered a default, delay, or failure to perform otherwise chargeable, if such a default, delay, or failure to perform is due to causes beyond either party's reasonable control, e.g., war, terrorist attacks, hurricane and other acts of God. In the event of such default, delay or failure to perform, the Contract will be extended upon mutual agreement of all parties. If no agreement is reached by the parties to extend the agreement, Contractor agrees to refund the deposit and any and all payments made by the Client. Upon such refund, this contract shall become null & void, and the Client shall have no further legal recourse against the act or the agency. If Performer is late starting due to unavoidable delay (traffic, weather etc.), the Client has the option to add that amount of time to the end of the function at no charge or deduct a pro-rated refund from the balance due.

ASSIGNMENT. Neither Client nor Contractor shall transfer, assign, hypothecate, encumber or in any other way transfer the Contract or any right or interest therein, voluntarily or involuntarily, without the written consent of the other party and any purported assignment or transfer in violation hereof shall be null and void.

GOVERNING LAW. The Contract and any Addendum shall be governed by and construed in accordance with the laws of the State of Florida.

VENUE. Venue for legal proceedings, if any, shall be in Leon County, Florida

INVALIDITY. If any provision of the Contract and any Addendum or its application to any person or in any circumstances shall be invalid or unenforceable, the other provisions of the Contract and any Addendum shall not be affected by such invalidity or unenforceability.

The undersigned, have read this document and do fully understand and agree to the terms and conditions set forth herein, including any Addendum or Rider, and by their signatures below represent that they are duly authorized to enter into this contract and bind their respective entities.

STUDENT ORGANIZATION DESIGNEE

NAME OF PERFORMER

Title

Signature/Date

Signature/Date