**LIVE PERFORMANCE AGREEMENT**

**FOR EVENTS UNDER $10,000**

**A LIVE PERFORMANCE IS DEFINED AS A COMEDIAN, MUSICAL ACT, POET, OR OTHER ENTERTAINER WHO PERFORMS AN ACT, MUSIC, SPOKEN WORD, ETC. THIS CONTRACT SHOULD BE USED FOR LIVE ENTERTAINERS WHO PROVIDE SUCH SERVICES ON THE RIT CAMPUS. THIS CONTRACT CAN BE ISSUED TO AN AGENCY AS WELL AS AN INDIVIDUAL PERFORMER.**

**AN INDIVIDUAL WHO GIVES A PRESENTATION ON A SPECIFIC TOPIC (AND MAY TAKE QUESTIONS AFTER THE PRESENTATION) IS CONSIDERED A SPEAKER AND IS NOT CONSIDERED A LIVE ENTERTAINER. THE STANDARD SPEAKER AGREEMENT SHOULD BE USED FOR THIS TYPE OF ENGAGEMENT.**

**PLEASE DELETE THIS PAGE, AND ALL [BRACKETED TEXT] INCLUDING HIGHLIGHTS, NOTES, AND RED FONTS BEFORE PRINTING OR SENDING**

**LIVE PERFORMANCE AGREEMENT**

Made by and between

**ROCHESTER INSTITUTE OF TECHNOLOGY**

acting by and through its [RIT DEPARTMENT/STUDENT ORGANIZATION NAME]

[RIT DEPARTMENT/STUDENT ORGANIZATION ADDRESS],

(Hereinafter referred to as “University”)

And

**[TALENT AGENCY NAME AND ADDRESS]**

(Hereinafter referred to as “Agency”)

Representing

**[NAME OF PERFORMER]**

(Hereinafter referred to as “Artist”)

And

All group members and production personnel

(Hereinafter referred to as “Artist’s Group Members”)

The parties hereto, agree to be bound, and agree as follows:

1. The Artist is hereby retained by the University to perform [DESCRIBE IN DETAIL WHAT THE ARTIST WILL BE DOING FOR YOU (E.G. MUSICAL PERFORMANCE, SPOKEN WORD, COMEDY PERFORMANCE, ETC.)] (hereinafter referred to as “Performance”) as follows:
2. Date of Performance: [DATE]
3. Artist’s Performance Time: [HOW MANY PERFORMANCES i.e. SET]
4. Event Starting Time: [TIME]
5. Duration of Performance: [MINIMUM TIME ARTIST IS TO PERFORM]
6. Performance Site: [LOCATION WHERE EVENT WILL TAKE PLACE]
7. Performance Fee: [AMOUNT AGREED UPON]
8. Sound and Lights provided by: [UNIVERSITY/ARTIST]
9. Artist’s Billing: [HOW YOU LIST ARTIST IN ADVERTISEMENTS]
10. **Payments.** All payments, including meal buyouts, shall be made via University check within thirty (30) days following the Performance to the name and address identified in 2A and 2B. No other method of payment will be used unless agreed to in writing a least one month prior to the date of performance. University requires that the name, address, and social security number or federal tax ID number of the individual or corporation performing be submitted for payment. This information shall be submitted at least ten (10) business days in advance of Performance in order to guarantee timely payment.
    1. Name: [NAME]
    2. Address: [ADDRESS]
11. **Artist Rider.** The Artist shall provide the University all of the Artist’s rider requirements, in writing, no less than twenty-one (21) days prior to the Performance. Artist’s rider will not be accepted if received after this date. In the event of any discrepancy between the Artist’s rider and this Agreement, this Agreement shall govern.
12. **Performance Site access, setup and teardown.**
13. The Artist shall not occupy or use the Performance Site (including any dressing room provided in connection with the Performance) except as provided in this Agreement. The University reserves the right to refuse access to any officer, agent, employee licensee or guest of the Artist, upon reasonable non-discriminatory grounds.
14. The Artist understands and agrees that the University makes no representations or warranties with regard to the condition of the Performance Site or any property of the University and the Artist agrees to accept all such property in “as is” condition.
15. The Artist shall not make any alterations, additions, or other changes to the Performance Site or any University property without the prior written consent of the University.
16. **Performance.**  Artist must make their whereabouts known to the University sixty (60) minutes prior to the schedule start of the Performance and must be at the Performance site no later than thirty (30) minutes prior to the scheduled start of the performance. Artists are expected to commence performance on time. The Artist shall not broadcast by television or radio, or any other means, any part of the Performance without the prior written approval of the University. In addition, Artists agrees to allow University to video the first ten (10) minutes of the Performance for marketing purposes.
17. **Interpreter Requirements**. The National Technical Institute of the Deaf (“NTID”) is a college within the University. The University may place an interpreter Down Stage Left with lighting provided by the University during the performance, whenever an interpreter is available.
18. **Publicity and Advertisements.** The Artist shall not produce or post any advertisements on or off University property or in any electronic media without the prior written consent of the University. The Artist is never permitted to post or display advertising on University property without the prior written authorization of the University.
19. **Compliance with RIT Policies, applicable laws and regulations.** The Artist and Artist’s Group members shall abide by and conform to all rules and regulations adopted or prescribed by the University as well as all applicable federal, state, and local laws.
20. Pyrotechnic or pyrotechnic devices of any kind are strictly prohibited by the University. Use of any such devices during the Performance shall be deemed a material breach of this Agreement and is grounds for nonpayment pursuant to this Agreement.
21. The Artist shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and/or from the Facility. “Hazardous Material” shall mean, without limitation, those substances included within the definitions of “hazardous substances”, “hazardous materials”, “hazardous gasses”, “toxic substances”, or “hazardous waste” in any applicable local, state or federal law.
22. Alcohol is not permitted in any University facility without prior written consent from the University. Alcohol is never permitted in the performance area. Smoking is prohibited in all University facilities. The University cannot purchase any alcohol or tobacco products. If an Artist arrives at the Performance noticeably under the influence of intoxicating beverages, narcotics, or drugs, the University may cancel the Agreement at its sole discretion and with no liability whatsoever.
23. **Limitation of Liability and Indemnification.**
24. The Artist, and each of the Artist’s Group Members, shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys’ fees) (collectively, the “Losses”) occurring at the Performance Site and caused to the University and/or persons and/or property in, on, or near the Performance Site before, during, or after the Performance, by (i) the Artist’s (or any Artist’s Group Members) failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws applicable to the Artist’s performance of this Agreement and/or activities at the Performance Site, (ii) any unlawful acts on the part of the Artist, an Artist’s Group Member, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of the Artist, an Artist’s Group Member, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, or (iv) the material breach or default by the Artist, an Artist’s Group Member, or their officers, directors, agents, or employees of any provision of this Agreement.
25. Artist, shall defend, indemnify and hold harmless the University and its trustees, officers, agents, representatives and employees (“University’s Indemnified Parties”) against any Losses brought against any University’s Indemnified Party(ies), including any arising from the use of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States, by any person or entity arising out of or relating to the Artist’s performance or failure to perform pursuant to this Agreement, except where the Losses are the result of the University Indemnified Party’s own direct and sole negligence. This obligation shall survive the termination, completion or expiration of this Agreement.
26. **Termination.** In the event of a material breach of the terms and conditions of this Agreement, the non-breaching party may, at its option, upon written notice to the breaching party, terminate this Agreement. In the event of a material breach of the terms and conditions of this Agreement by the Artist, the Artist agrees to pay all documented out-of-pocket expenses incurred by the University. Payment must be received by the University no later than thirty (30) days after the Artist receives the appropriate documentation of expenses.
27. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective permitted successors and assigns. Neither party may assign, subcontract, transfer or delegate, in whole or in part, its rights or obligations under this Agreement except with the prior written approval of the otherand any unauthorized attempt to assign or transfer this Agreement or any rights or obligations under this Agreement shall be null and void.
28. **Amendments.** This Agreement, including any addenda hereto which are incorporated by reference herein, and the specifications and conditions set forth in any Statement of Work referencing this Agreement, constitute the entire agreement and understanding of the parties. Unless in writing, signed by both parties, and unless specifically acknowledged by both parties to be an amendment to this Agreement, no other terms and conditions shall be effective. Any language to the contrary notwithstanding it is understood and agreed between the parties that this Agreement specifically supersedes all other documents or papers signed by or exchanged between the parties concerning the subject matter hereof, except as provided in the preceding sentence.
29. **Force Majeure.** If either party is unable to perform any of its obligations under this Agreement due to events beyond its reasonable control (“Force Majeure Event”) pursuant to this paragraph, the parties’ respective obligations will be excused fully, without any additional obligations, and each party shall bear its own costs incurred in connection with this Agreement. If the performance is cancelled pursuant to a Force Majeure Event, then the parties will use reasonable efforts to reschedule the performance at a mutually acceptable time and venue. Force Majeure Events shall include, but are not limited to: acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, acts of third parties (e.g., wholesalers), wars and war-operations, restraints of government, power or communication line failure, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions or other circumstances beyond the Party's control, or by reason of the judgment, ruling, order of any court or agency of competent jurisdiction, or materially altering the law or regulations covering the subject matter of this Agreement or any other change in such law or regulations subsequent to the execution of this Agreement.
30. **Governing Law and Jurisdiction.** The rights and obligations of the parties hereunder shall be governed by and determined according to the laws of the State of New York. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, shall be adjudicated in the courts of Monroe County, New York, to which the parties consent to personal jurisdiction.
31. **Severability.** The invalidity or unenforceability of any particular provision, or part of any provision, of the Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.
32. **Insurance.** If the requirements for a Certificate of Insurance are attached, the Artist must provide the described coverages. In addition, the Artist must name “Rochester Institute of Technology” as the Certificate Holder and as Additionally Insured on all required certificates.

PLEASE CHECK ONE OF THE FOLLOWING:

\_\_\_\_\_\_ I do not carry/cannot provide the above insurance

\_\_\_\_\_\_ I have attached the insurance certificate

\_\_\_\_\_\_ The insurance certificate will be faxed/mailed to the University

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the parties have executed this Agreement, by their respective officers hereunto duly authorized, the day and year written above.

AGREED TO AND ACCEPTED:

ROCHESTER INSTITUTE OF TECHNOLOGY

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print/Type Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print/Type Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)

ARTIST OR DULY AUTHORIZED ARTIST REPRESENTATIVE

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print/Type Name)

(All checks will be payable to this person unless the “Doing Business As” space below is completed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Artist/Agency Federal Tax ID or SSN)

ARTIST/AGENCY CORPORATE NAME (Doing Business As)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Artist/Agency Street Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Artist/Agency City, State, Zip)

**CERTIFICATE OF INSURANCE REQUIREMENTS**

At its sole expense, the Artist shall procure and keep in force full and adequate insurance coverage of all of its operations pursuant to this Agreement as set forth below, and “Rochester Institute of Technology” shall be named as an additional insured on policies providing coverage for #1 and #3 below:

1) Commercial General Liability: (1986 ISO form or later) with minimum limits of $1,000,000 per occurrence/$2,000,000 aggregate written on an occurrence basis.

2) Auto Liability (including owned, hired and non-owned autos): $1,000,000 combined single limit (each accident).

3) Excess Liability: $3,000,000 minimum limits in excess of underlying limits. The umbrella shall be no more restrictive than underlying coverage.

4) Worker’s Compensation and Employer's Liability: Statutory New York State limits.

Additionally, if applicable:

5) Professional Liability: Minimum limits of $1,000,000. Coverage shall be maintained for at least four years subsequent to the termination date of this contract; during such four-year period, Artist shall assure that there is no change to the retroactive date of coverage.

These coverages and limits are to be considered minimum requirements under this Agreement and in no way limit the liability of the Artist.

This insurance shall be written by a company licensed to do business in New York State with a minimum rating of A-VII. Each policy shall provide for notification to RIT thirty (30) days prior to termination, material change or restrictive amendments. The insurance companies issuing the policies shall have no recourse against RIT for payment of any premiums or for any assessments under any form or policy. RIT reserves the right to request copies of insurance policies.

The insurance policies referred to above shall be primary insurance ahead of any insurance carried by RIT with respect to the Agreement. Artist shall furnish written consent of the insurer to the primacy of these policies if requested by RIT.