



EMORY UNIVERSITY

Performance Event Contract

(PLEASE TYPE OR PRINT LEGIBLY)

This Contract for the services of the Vendor described below is made this ____ day of _____, 20____ by and between Emory University, by and through its _____ Department, located in DeKalb County, Georgia, ("Emory") and the Vendor named below.

In consideration of the mutual promises contained herein, the parties hereby agree that the Vendor shall timely and competently perform the event at the time and place stated below, as follows:

I. PARTIES

EMORY:

CONTACT NAME: _____

STUDENT ORGANIZATION OR DEPARTMENT: _____

TELE: _____

FAX: _____

EMAIL: _____

Vendor:

FULL LEGAL NAME OF Vendor: _____

TYPE OF BUSINESS: _____

STATE OF BUSINESS REGISTRATION: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP: _____

FEIN or TAX ID#: _____

CONTACT NAME: _____

TELE: _____

FAX: _____

EMAIL: _____

II. PERFORMANCE:

Place of Services: _____

Rain Location (if applicable): _____

Date(s): Beginning on _____ and ending on _____.

Set up and ready to perform at (time): _____

Time of engagement: From _____ to _____

Number of sets (if applicable): _____

Type of engagement: _____

III. PAYMENT TERMS

1. Payment for all services under this Contract shall be in the sum of _____ payable by Emory University check after satisfactory completion of the services described in Section II above. 2.

Emory University check to be made payable to: _____

Social Security/Federal Tax ID# (required): _____. Attached W-9 must be completed and returned in order for payment to be processed.

IV. GENERAL TERMS AND CONDITIONS.

1. **Use of Name.** Artist shall acquire no right to use, and shall not use, the name "Emory", "Emory University", or "Emory Healthcare" in conjunction with or as a part of any other word, mark, or name) or any marks, fanciful characters, designs, trademarks, trade names, or other intellectual property of Emory in any advertising, publicity, or promotion; to express or imply any endorsement by Emory; or in any other manner or for any other purpose whatsoever (whether or not similar to the uses hereinabove specifically prohibited), except as approved in writing by Emory.

2. **Permissions/Licenses.** Emory shall be responsible for all permissions needed from or payments to ASCAP, BMI, or SESAC arising from the performances governed by the Agreement. If Artist intends to perform or otherwise utilize any copyrighted works that are not within the ASCAP, BMI, or SESAC repertoires, Artist will identify any such works to Emory, and Artist and Emory will mutually agree as to their respective obligations concerning any permissions necessary for such works. In the absence of such identification to Emory and mutual agreement, Artist shall be solely responsible for any payments or permissions for copyrighted works not in the ASCAP, BMI, or SESAC repertoires.

3. Cancellation.

OPTION 1:

In the event this Agreement is cancelled by either party, any funds paid in advance of the performance shall be returned promptly to Emory. Alternatively, in Emory's sole discretion, the Artist and Emory may reschedule the Performance at a later date mutually agreed upon by Emory and Artist at the originally agreed upon payment terms.

OPTION 2:

This Agreement may be canceled by either party without obligation upon thirty (30) [OR fifteen (15)] days prior written notice. In the event of such cancellation, any funds paid in advance of the performance shall be returned promptly to Emory. If Emory cancels the performances less than thirty (30) [OR fifteen (15)] days before the performance, Emory will pay Artist _____ percent (____%) of the fees set out in Section III above. If Artist cancels the performance less than thirty (30) [OR fifteen (15)] days before the performance, any funds paid in advance of the performance shall be returned promptly to Emory. Alternatively, in Emory's sole discretion, the Artist and Emory may reschedule the Performance at a later date mutually agreed upon by Emory and Artist at the originally agreed upon payment terms. The parties agree that such payments do not constitute a penalty and are reasonable in light of anticipated or actual harm caused by the cancellation and the difficulties of proving the actual damages to the Artist or Emory.

5. **Inclement Weather.** In the event of inclement weather, Emory shall remain liable for _____ percent (____%) payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. If _____ percent (____%) of the performance is able to occur, Emory shall remain liable for entire payment of the full contract price. Inclement weather includes thunderstorms containing lightening, damaging winds, and/or hail, tornadoes, and any condition that threatens the safety of the audience and/or band. Emory and Artist shall mutually determine in good faith whether any such weather conditions shall render the performance impossible, hazardous, or unsafe.
6. **Breach of Contract.** Any material deviation from the conditions set forth in this Contract, without prior written consent of both parties, constitutes a breach of contract. If such a breach occurs, payment will be held pending an equitable adjustment between the Artist and Emory.
7. **Insurance.** Emory is insured for liability protection. Such protection applies to Emory University and its employees and students only. The Artist, and all other outside vendors, contractors, or agents, must obtain their own liability insurance, which shall be maintained at all times during the term of this Contract, and shall include:
 - a. Worker's Compensation and Employer Liability as required by State statute.
 - b. General, Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) minimum coverage of \$1,000,000 Aggregate limit.
 - c. The Artist shall furnish certificates showing adequate insurance coverage to Emory at the time of execution of this Contract and, thereafter, whenever such insurance is renewed or a change in coverage is effected, or upon request by Emory, at any time upon reasonable notice.
 - d. The Artist shall promptly upon demand reimburse Emory for any loss of any, or the expense of any repairs or damages to, Emory property resulting from Artist's use of such property.
8. **Indemnification.** Notwithstanding anything to the contrary herein, in no event shall Emory be responsible for any loss or damage to any person or property caused by the Artist, its agents, employees or contractors. The Artist agrees to defend, hold harmless and indemnify Emory, its trustees, officers, agents, students and employees, from and against any and all claims, liability and expenses, including court cost and attorney fees arising from any negligence or willful misconduct or breach of this Contract on the part of the Artist, its agents, employees or contractors. Notwithstanding anything to the contrary herein, in no event shall the Artist be responsible for any loss or damage to any person or property caused by Emory, its agents, employee or contractors. Emory agrees to defend, hold harmless and indemnify the Artist its officers, agents and employee, from and against all claims, liability and expenses, including court costs and attorney fees, arising from any gross negligence or willful misconduct or breach of this Contract on the part of Emory, its agents, employees or contractors.

9. **Force Majeure.** No party shall be in default hereunder if such party cannot fulfill any of its obligations, or is delayed in doing so, if the inability or delay is due to an act of God, physical disability, act or regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, war, epidemic, interruption of transportation, proven detention by sickness or of accident to Artist or Artist's necessary personnel, or any other event proven beyond their control, the Artist and Emory shall respectively be relieved of their obligations stated in this Agreement, and any funds paid in advance of the performance shall be immediately repaid to Emory in full. Alternatively, in Emory's sole discretion, the Artist and Emory may reschedule the performance at a later date mutually agreed upon by Emory and Artist at the originally agreed upon payment terms.

10. **Notices.** All notices required to be given under this Contract shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below, to the designated representatives of the parties. A party may change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties are as follows:

If to Emory:

Name: _____
Org/Dept: _____

Telephone: _____

Fax: _____

If to Artist:

Name: _____
Org/Dept: _____

Telephone: _____

Fax: _____

11. **Legal Authority.** The Artist warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Artist to its terms. Any person(s) executing this Contract on behalf of the Artist warrant(s) that such person(s) have full authorization to execute this Contract and bind the Artist to its terms.

Independent Contractor. The parties hereto specifically state and agree that the Artist is an independent contractor and not an employee of Emory. The Artist assumes full responsibility for payment of all taxes, including federal, state and local taxes, arising out of the Artist's activities under this Contract. Except as provided to the contrary in this Contract, nothing herein will be deemed to create any other relationship between the parties including, without limitation, a partnership relation, an agency relation or an employer/employee relation. Accordingly, personnel supplied by either party will be deemed employees of such party and will not, for any purpose, be considered employees or agents of the other party or have any authority to act on behalf of the other party. The Artist expressly releases Emory from any liability arising from Emory's failure to withhold such taxes, and the Artist shall indemnify, defend and hold Emory harmless from all liability it may incur as a result of any such failure.

12. **Non-Assignment.** Artist shall not assign or subcontract any of its obligations under this Contract without the advance written consent of Emory. Any unauthorized assignment shall be void. Emory shall have the right, but not the obligation, to terminate this Contract, without waiver of any other right or remedy, upon notice of Artist's assignment in violation of this section.
13. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
14. **Entire Agreement.** This Contract constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.
15. **Amendment.** No amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
16. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
17. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.
18. **Governing Law.** This contract shall be interpreted and enforced under the laws of the state of Georgia, without regard to its choice of law rules.
19. **Tobacco Free.** Artist and Producer acknowledge that Emory University is a tobacco-free campus to improve the health of its community members, as such the use or sale of tobacco products in or on Emory-owned or Emory-leased property is prohibited. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco products, including smokeless tobacco, clove cigarettes and e-cigarettes, is not permitted on any university-owned or leased property, which includes but is not limited to, buildings, university grounds, parking areas, walkways, recreational and sporting facilities and university-owned vehicles. This prohibition includes smoking in personal vehicles parked on university grounds. Non-discrimination/Affirmative Action Provision.
20. **To the extent applicable, the parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. In addition, the parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin,**

citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.

- 21. **Miscellaneous.** Should a rain location be determined, they will be announced on an as needed basis. Artist and Producer will abide by all County and City ordinances. Emory does not provide alcohol.
- 22. **Lost or stolen Items.** All personal property left in the dressing rooms or other areas is at the risk of the owner. Artist agrees to advise its representatives and guests that they are responsible for safekeeping of their personal property. Emory assumes no liability or responsibility for any stolen, lost or damaged articles left in the dressing rooms or other areas.
- 23. **Permissions/Licenses.** Presenter shall be responsible for all permissions needed from or payments to ASCAP, BMI, or SESAC arising from the performances governed by the Agreement. If Artist intends to perform or otherwise utilize any copyrighted works that are not within the ASCAP, BMI, or SESAC repertoires, Artist will identify any such works to Presenter, and Artist and Presenter will mutually agree as to their respective obligations concerning any permissions necessary for such works. In the absence of such identification to Presenter and mutual agreement, Artist shall be solely responsible for any payments or permissions for copyrighted works not in the ASCAP, BMI, or SESAC repertoires.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first written above.

ARTIST:

Legal Name of Contracting Entity

Social Security Number or FEIN

Signature of Authorized Officer

Printed Name & Title of Authorized Officer

Emory University by and through its

_____ **Department:**

Signature of Authorized Employee

Printed Name: _____

Title: _____

For additional terms and conditions, please see the additional documentation attached. In the event of any discrepancies between the Emory Addendum, Rider and the Agreement, this Emory Addendum will control.

