

ECKERD COLLEGE
STANDARD PERFORMANCE AGREEMENT

The undersigned Artist(s) and Presenter agree to the following terms and conditions for the engagement herein described below:

Name of Artist: _____
SS # or Fed I.D. # _____
Address: _____

Phone: _____
Presenter _____

Eckerd College
4200 54th Avenue South
St. Petersburg, FL 33711

Presenter's
Representative _____

Location of Performance: _____
Date of Performance: _____
Performance Time: _____
Arrival Time: _____

Agreed Price: \$_____ made payable by check issued by
Eckerd College following performance.

Additional provisions: _____

It is understood that the Artist(s) executes this agreement as an Independent contractor and is not an employee of the Presenter and that the Artist(s) shall have the exclusive control over the means, methods and details of fulfilling his obligation under this contract.

“Purchaser” agrees to indemnify and hold the “Performer” and its officers, employees, boards, volunteers and agents harmless from any liability, loss, damage or expense (including reasonable defense costs) which “Performer” may suffer or incur as a result of any claims which may be made by any person (including, but not limited to “Purchaser’s” employees or agents) directly resulting from or in any way connected with the acts of the “Purchaser” or any breach of this Agreement by “Purchaser.” “Performer” agrees to indemnify and hold the “Purchaser” and its officers, employees, boards, volunteers and agents harmless from any liability, loss, damage or expense (including reasonable defense costs) which “Purchaser” may suffer or incur as a result of any claims which may be made by any person (including, but not limited to “Performer’s” employees or agents) directly resulting or in any way connected with the acts of the “Performer” or any breach of this Agreement by “Performer.”

Artist(s) represent that in performing their act under the terms of the contract, they are not infringing on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything is conjunction with the ownership or the presentation of said act or appearance is an infringement on the property right, copyright, patent right, or other rights. Artist(s) will indemnify the Presenter against any and all loss, damage cost, attorney fee or other loss whatsoever by reason of Booking Agency permitting or allowing the presentation of the act or attraction called for herein.

Payment on the day of the performance is dependent upon sufficient time having been allowed for processing of this contract. If payment cannot be made on the day of performance, it shall be made within 30 days thereafter as provided in Section 215,422 Florida Statutes.

In the event that the performance of any covenant of this contract shall be prevented by an act of God, physical disability, illness, act or regulation of public authorities or labor unions, labor difficulty, strike, civil tumult, war, epidemic, interruption of transportation, or any other proven cause beyond the control of the "Performer" or "Purchaser," it is agreed that the engagement will be guaranteed by both parties to be rescheduled and completed within one year of the original date of the engagement. If the "Purchaser" fails to or is unable to reschedule the performance, the "Performer" will be compensated for the full amount of honorarium and travel reimbursement expenses agreed to in this contract. If the "Performer" fails to or is unable to reschedule the event "Purchaser" will be reimbursed for any out of pocket travel or publicity expenses that may have incurred in the direct relation to the engagement.

In the event that the Artist is not ready to perform at curtain time, or if (a) vital performing member(s) is/are not present or if the artist arrives at the performance in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, then the Artist is deemed to have committed a material breach of this contract and the Purchaser shall have absolute right in its sole discretion to cancel the performance or terminate the performance in progress, and to refuse payment accordingly. Presenter reserves the right to cancel this contract if any band or standby musicians are required by the American Federation of Musicians or its local.

Any controversies arising between the Artists(s) and the Presenter pertaining to this contract shall be resolved by the courts of the state of Florida. The Presenter, in signing this contract warrants that he/she signs as a properly authorized representative of Eckerd College and does not assume any personal liability for meeting the terms of the contract.

Authorized Signature for Artist

Authorized Signature for Eckerd College

Date

Date

Please sign and return both copies to the Presenter at the address listed above