

## KEENE STATE COLLEGE STANDARD PERFORMANCE/PRESENTATION AGREEMENT

Agreement made, (date) \_\_\_\_\_ by and between \_\_\_\_\_ (hereafter referred to as "Artist/Presenter") and Keene State College (hereafter referred to as "owner") and mutually agreed as follows: **(if a particular item or section is not applicable write "N/A")**

**EVENT TITLE:** \_\_\_\_\_

**SPONSORING KSC ORGANIZATION:** \_\_\_\_\_

### EVENT INFORMATION

Date: \_\_\_\_\_

Rain Date: \_\_\_\_\_

Location: \_\_\_\_\_

Capacity of Room: \_\_\_\_\_

Time of Performance: \_\_\_\_\_

Length of Performance: \_\_\_\_\_

Arrival Time: \_\_\_\_\_

Description of Event: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sound Check Time: \_\_\_\_\_

Doors Open: \_\_\_\_\_

On Stage: \_\_\_\_\_

KSC Contact Name: \_\_\_\_\_

KSC Contact Phone #: \_\_\_\_\_

### "ARTIST" INFORMATION

Name: \_\_\_\_\_

Organization/Agency Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Organization/Agency Phone (Day): \_\_\_\_\_

Organization/Agency Phone (Night): \_\_\_\_\_

Day of Event Contact Name: \_\_\_\_\_

Day of Event Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

***W-9 Forms must be completed to process payment***

### FEES AND COMPENSATION

The Owner will compensate the Artist/Presenter for the performance/presentation according to the following conditions and pursuant to the details of this agreement, none of which may be deleted or modified without written consent of both parties.

Artist/Presenter Fee: \_\_\_\_\_ Date To Be Paid: \_\_\_\_\_ Payable To: \_\_\_\_\_

Additional Requests (Lodging, Meals, Technical Needs): \_\_\_\_\_

\_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS**

1. **Promotion and Publicity:** The Artist/Presenter will supply the Owner with appropriate advertising/publicity materials such as photos, reviews, recordings, at least two weeks prior to the engagement if applicable.
2. **Recording and Transmission:** The Owner will make all reasonable efforts to prevent radio apparatus, recording or transmitting devices from being used during the Engagement in any manner or form. Requests for such apparatus or devices will be forwarded to the Artist/Presenter for written consent.
3. **Cancellation/Force Majeure:** Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are caused by conditions beyond Artist/Presenter and Owner control including, but not limited to Acts of God, natural disasters, government restrictions, epidemics, wars, insurrections and/or any other legitimate cause beyond the reasonable control of the Artist/Presenter or Owner. If performance is rendered impossible in the case of such events, both Artist/Presenter and Owner shall be respectively relieved of their obligation.
4. **College Policies:** Artists/Presenters hereby agree to comply with any and all rules and regulations governing student conduct at Keene State College specifically, the prohibition of alcohol and the prohibition of the possession of, use and/or sale of any controlled drug designated by the U.S. Federal Government.
5. **Indemnification:** The Artist/Presenter and Owner shall respectively indemnify and hold each other harmless from and against any and all claims or lawsuits asserted for damages due to personal injury, death or property damage of the other party. This indemnification shall not extend to damages arising from negligence on the part of either party.
6. **Effective Date:** This agreement shall be void if not properly signed and returned within \_\_\_\_\_ days of the date set in the first sentence of this agreement.
7. **State Law:** This agreement shall be governed by and interpreted by all in accordance with the laws of the State of New Hampshire.

Required IRS withholding tax of 30% will be withheld from any income paid to any nonresident aliens.

In witness to the above agreement, the following signatures attest to acceptance of all terms contained therein:

Reviewed by: \_\_\_\_\_

(Sponsoring Organization Advisor/Student Center)

Date: \_\_\_\_\_

For Keene State College: \_\_\_\_\_

(Purchasing/Business Office)

Date: \_\_\_\_\_

For the Artist(s)/Presenter(s) \_\_\_\_\_

(Signature-signer must be over 18 years of age)

Date: \_\_\_\_\_

Artist Printed Name of Signer: \_\_\_\_\_