

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 State: _____

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: _____