

Allegheny College
520 N. Main St.
Meadville, PA 16335
ENTERTAINMENT CONTRACT

This **ENTERTAINMENT CONTRACT** for the personal services of performers(s) for the event described below, and is entered into between Allegheny College, hereinafter called the "College", and the undersigned performers(s) hereinafter called the "Artist."

1. EVENT DESCRIPTION:

Event Title: _____

Date of Performance: _____ Start time: _____ End time: _____

Number and length of sets: _____

Event Location: _____

2. ENTERTAINER/AGENT CONTACT INFORMATION:

Name of Performer(s): _____

Permanent Address: _____ (Street Address)
_____ (City, State, Zip Code)

Phone Number: _____ email address: _____

If an Agent represents Artist the following information must be supplied:

Agent/Agency Name: _____

Permanent Address: _____ (Street Address)
_____ (City, State, Zip Code)

Phone Number: _____ email address: _____

3. COLLEGE CONTACT INFORMATION:

Group/Organization/Department hosting this event: _____

Name of individual in charge of this event: _____

Phone Number: _____ email address: _____

4. COMPENSATION:

Performance Fee:

Lodging: _____

Meals: _____

Transportation: _____

Other: _____

TOTAL COMPENSATION \$ _____

Please indicate payee (please circle one):

Artist

Agent

5. PAYMENT:

All payments will be in the form of a check issued by the College and will be payable to the artist or agent as indicated above, provided that the Artist has given the College a signed and completed contract and Federal W-9 form. Payment will be made immediately following the performance.

6. INDEPENDENT CONTRACTOR:

The Artist, its officers, agents and employees (if applicable), in the performance of this Entertainment Contract shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the College. The Artist agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the College. As such, the parties will each be responsible for their own acts of negligence as determined by law.

8. LIABILITY:

(a) The College, is self-insured for liability protection. Such protection applies to the College and their employees only. Artist and all other individuals and organizations must provide their own liability coverage.

(b) Artist agrees to hold the College harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Artist arising out of or in connection with this Agreement except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the College while acting within the scope of their employment.

9. DISPUTES:

(a) This Entertainment Contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Pennsylvania.

10. CANCELLATIONS:

(a) Cancellation due to Force Majeure – If the Program is canceled due to a) an occurrence beyond the control of the College or the Artist; b) civil disturbance; or c) the College’s campus or facility being declared off-limits the

i. College shall not be liable to the Artist for any damages caused by such cancellation; and

ii. Artist shall not be liable to the College for any damages caused by such cancellation.

Artist, within five calendar days of cancellation date, shall return, in full any money the College may have advanced.

(c) If the Artist cancels the Program for any reason other than as set forth in *a* or *b* above, Artist shall, within five calendar days of the cancellation date pay the College for (1) any costs actually incurred by the College in connection with the Program which would have otherwise been reimbursable by the Artist had the Program not been canceled and (2) any other costs directly attributable to the cancellation.

(d) The College reserves the right to cancel the performance if in the opinion of professional staff member of the College, the Artist is unable to perform in an appropriate manner due to being under the influence of any alcohol or drugs. In such event, the Artist shall reimburse the College for expenses related to the performance.

14. MISCELLANEOUS:

1. The contract, and any proceedings, conducted hereunder shall be governed and enforced under the laws of the State of Pennsylvania.

2. No performance of the engagement shall be recorded, or transmitted from the place of performance, in any manner or by any means whatsoever unless there is specific written agreement with the Artist relating to and permitting such recording, reproduction, or transmission without approval from the Artist.

3. The artist is solely responsible for payment of royalty fees or dramatic rights and dramatic musical works and/or performance fees, fees required by union and/or similar organizations, and their similar costs.

5. If any of the terms and conditions contained in any other addendum/rider attached by Artist, or agent, are in conflict with or contrary to any of the terms of this Contract or Conditions, the terms contained in this Contract or Conditions will be controlling. Terms and conditions contained in any such addendum or rider which are in addition to the terms of this Contract or Conditions are only binding on the College if the College has specifically agreed to those additional terms and conditions in writing.

In Witness Whereof, the parties to this agreement hereto have caused this agreement to be executed by their duly authorized representatives.

Purchaser (ASG Club/Org. President)

Name: _____ Signature: _____

Title: _____ Date: _____

Artist/Agency

Name: _____ Signature: _____

Title: _____ Date: _____

Allegheny College

Name: Dr. Trae Yeckley Signature: _____

Title: Dean for Student Life Date: _____