

**BENTLEY UNIVERSITY
OFFICE OF STUDENT ACTIVITIES
EVENT CONTRACT**

330 Student Center
175 Forest Street
Waltham, MA 02452
(781) 891-2700
(781) 891-2839 (fax)

Bentley University Department/Organization Sponsoring Event (and herein referred to as "Bentley University"):

Name: _____ Office Phone: _____

Title: _____ Cellular: _____

EVENT TERMS

Name and address of Artist ("Artist"):

Name and address of authorized agent ("Agent"):

Date(s) of Event: _____

Time(s) of Event: _____ Arrival time on campus: _____

Description of services provided:

Breaks or Intermissions (time and length):

Venue for Event:

All artists performing at the Student Center must load via the Student Center Loading Dock. All Artists performing at LaCava Campus Center, must load at the main entrance closest to Circle Drive, across from the Rauch Administration Building.

Terms of Payment:

Payment will be made by Bentley University check payable to _____ in the amount of \$____. Check to be tendered no later than ten business days following the performance date. In accordance with Bentley University policy, no deposit of advance payments shall be made prior to the performance.

Federal Tax Identification or Social Security Number of Check Recipient:

US Citizen?: YES _____ NO _____ If no, country of citizenship _____

Percentage of gross sales of records, photographs and souvenirs to be paid to Bentley University: _____%

Artist may sell cds, photographs and souvenirs before and after the performance and during intermission at locations to be determined by the University.

Number of complimentary tickets and value of complimentary tickets to Artist:

The University will release these tickets for sale if they are not properly assigned by the Artist or picked up by guests or Artist's representatives by a mutually agreed time. The value of these tickets will not be included in the value of the gate sales and thus will be excluded from any percentage payments.

I. OBLIGATIONS OF ARTIST

- a. Status as Independent Contractor. Artist (any individual performers) are independent contractor(s) and not employee(s) of the University. The Artist shall retain sole direction and control of the manner, means and methods of performing under the Contact, except as set forth in this Contract. No employee, agent, servant, representative or contractor of the Artist shall be, or be deemed to be, an employee, agent, servant or representative of the University. The University shall not provide unemployment benefits or workers' compensation coverage to Artist or any employee, agent, servant, representative or contractor of the Artist and such benefits and coverage shall be the sole responsibility of the Artist. Payment shall be made to Artist or to Agent, and Artist/Agent shall be responsible for compensating individual performers. Artist shall be responsible for complying with applicable state and federal law and Internal Revenue Service regulations pertaining to the withholding of taxes, and for complying with any applicable union or federation rules, including those pertaining to deduction of dues and to health and welfare violations. Artist will supply all necessary musicians, equipment and musical instruments or other services in order to perform under this contract. Transportation and housing arrangements will be the responsibility of the Artist. No additional costs for items or services will be borne by University unless it is agreed to in writing by the University before the expense is incurred.
- b. Special Effects. Artist will not use any flammable, explosive incendiary or other hazardous materials in the performance including but not limited to fire, dry ice or pyrotechnics. All special effects must be approved by the University.
- c. Royalty Fees Responsibility of Artist. Artist shall have sole responsibility for payment of any and all royalty fees payable as a result of the performance of any copyrighted materials, including but not limited to music, performed pursuant to this Contract. Artist shall indemnify and hold the University harmless for the failure of Artist to pay royalty fees due hereunder pursuant to the laws of the United States or any other country. University reserves the right to withhold taxes and fees as mandated by law.
- d. Artist Warrants Non-Infringement By Performance. Artist represents and warrants that in performing its obligations under the Contract and Rider it is not and will not be infringing upon any property right, patent right,

or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Artist (or anyone in conjunction with the ownership or presentation of the performance by Artist) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Artist will indemnify, defend and hold harmless the University and the University's trustees, directors, officers, agents, and employees (together the "University") against and from any and all claim, damage, cost, attorneys' fees or other loss whatsoever.

- e. Insurance Responsibility of Artist. Artist shall obtain and maintain at the Artist's expense, comprehensive general public liability insurance coverage for injury, death, and property damage claims arising from its wrongful or negligent acts or omissions in performing this Contract. Such insurance coverage shall have limits of not less than \$1,000,000 per occurrence. Such insurance policy or policies shall name as co-insured the University which shall be defined to include the University's trustees, directors, officers, agents, and employees (the "University"), and shall contain provisions that such coverage shall not be canceled or reduced unless agreed to by both parties in writing. The University shall be furnished with a copy of the policy or a certificate of insurance not less than twenty (20) days prior to the first performance scheduled pursuant to this Contract.
- f. Publicity. Artist shall not advertise this event by word of mouth, print or web media unless agreed to in writing by the University.
- g. Artist Indemnifies University For all Losses and Claims. The Artist shall defend, indemnify and hold harmless the University, its trustees, directors, officers, employees and agents, in their individual and official capacities, against: (1) any and all claims for losses, demands, expenses, damages, costs, injury, or death to any person or property occurring in or about the Bentley Campus arising out of any negligent act or omission of the Artist or any of its agents, contractors, servants, employees, or licensees; (2) any and all claims for losses, demands, expenses, damages, costs, injury, or death to any person or property and liability arising out of or connected with any representations or warranties made by materials furnished by the Artist in connection with this Contract and Rider, and any and all claims under the Americans With Disabilities Act arising out of this Contract while on the Bentley Campus by the Artist or any of its agents, contractors, servants, employees or licensees; (3) any and all costs, attorneys' fees, expenses or liabilities reasonably incurred in connection with any such claims or actions or proceeding brought thereon. In case any action or proceeding is brought against the University or any of its trustees, directors, officers, employees or agents by reason of any such claim, the Artist upon notice from the affected party shall immediately notify the University of such claim and resist or defend such action or proceeding. Subject to the foregoing, the University may join with the Artist in the defense of any such action or proceeding at the expense of the Artist. The University shall not, and will not under any circumstance, indemnify or hold Artist harmless for any claims, losses or liabilities of any kind, and any provision of this or any other Contract purporting to impose such liability upon the University shall be null and void.
- h. Artist Warrants No Payment To Others. Artist warrants that Artist has not employed or retained, paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent working for Artist, to solicit or secure this Contract.
- i. Artist Responsible For All Property. Artist shall be solely responsible for damage to or loss of property or any kind which may be stolen, damaged or destroyed in connection with the Contract while Artist or any person associated with Artist is on the University campus unless such damage to property is caused by the gross negligence of a University employee. Demand for payment to the University for damage to property resulting from gross negligence of the University shall be made in writing within 30 days of the performance.

II. OBLIGATIONS OF THE UNIVERSITY

- a. Security. University shall have the sole responsibility for a control of security when the performance takes place on University premises.
- b. Support Personnel. University shall employ or subcontract the services of all stagehands, stage carpenters, electricians, electrical operators and other support personnel required for the performance. The support personnel proved hereunder will not be subject to the national or local union or guild requirements. Artist shall be responsible for notifying unions and guilds of the terms of this Contract.
- c. Recording. University shall attempt to prevent the recordation, reproduction, or transmission of the performance of Artist through notices in advertising and/or performance programs. Any agreement to permit recordation, reproduction, or transmission of such performance by the audience shall be in a writing signed by Artist and University. University shall retain the right to photograph said performances for publication in student publications including, but not limited to, campus yearbook, campus newspaper, and official University publications.

III. TERMINATION, CANCELLATION, FAILURE TO PERFORM

- a. Failure To Perform/Termination of Contract. If Artist fails to fulfill Artist's obligations under this Contract properly and on time, or otherwise violates any provision of this Contract, University may terminate this Contract by written notice to Artist. The notice shall specify the acts or omissions relied upon as cause for termination. In the event of breach of the Contract by the Artist, the Artist shall be responsible to pay all costs and attorneys' fees incurred by the University to enforce this Contract.
- b. Notification Of Arrival and Delay/Termination of Contract. Artist or Artist's road manager must call the University's representative at least 24 hours prior to the Artist's performance stating the expected time of arrival, where Artist is staying and the method of transportation. If delays are incurred en route to the performance site that might affect the performance time, Artist's road manager shall give proper notification to the University's contact person. Failure to provide this information may result in the University's considering the Artist to have breached this Contract and forfeiture of all payments from the University.
- c. Cancellation By Artist/Rescheduling/Payment of Out-of-Pocket Expenses To University. If this Contract is canceled by the Artist, the Artist hereby agrees to reschedule the performance at the earliest possible date which is convenient for both parties, under the terms of this Contract and Riders. The decision whether to reschedule the performance is at the sole discretion of the University. If an agreement to reschedule cannot be reached, then the Artist agrees to reimburse the University for all bona fide out-of-pocket expenses incurred by the University immediately upon presentation of a certified statement of such expenses to the Artist, including but not limited to advertising, security and production costs.
- d. Termination Due to Events. If the University should be unable to carry out this Contract and Rider by reasons of Act of God or nature, war, riot, strike, labor dispute, sickness or death of key personnel, energy shortage, or in the event the agreed upon facility or portion of the University campus necessary in connection therewith are destroyed or rendered unusable by fire, storm or other casualty, the University shall have no liability or obligation in connection with this Contract or Rider and shall pay no damages or claims and have no liability whatsoever to Artist or Agent.

- e. Termination Due To Artist Condition. If, in the University's sole discretion, the Artist cannot perform within the reasonable expectations of the University because the Artist is under the influence of intoxication beverages, narcotics or drugs, the Artist shall be deemed to have breached this Contract and forfeits all payments from the University.
- f. No Substitutions for Artist or Performers. Since the essence of this Contract concerns the group of key personnel comprising of Artist, and their function(s), personality(ies), talent(s), and special or necessary equipment are recognized as a unique unit, the University will pay the entire fee specified in the Contract only if the Artist performing is in fact the Artist agreed upon . If in the case of a group, the entire group does not perform, or if the Artist is not the Artist specified in this Contract, payment will be withheld by the University.

IV. MISCELLANEOUS

- a. Other Appearance and Performance By Artist in Community. All public appearances by the Artist during the time period commencing forty-eight (48) hours prior to the first performance and continuing twenty-four (24) hours after the final performance contemplated in this Contract in or about the City of Waltham, Massachusetts, must be approved by the University. Artist further agrees not to give any other public appearances within a ninety (90) mile radius of Waltham, Massachusetts within three (3) weeks before appearing at the University without the University's prior written approval.
- b. Governing Law/Compliance With Law and University Rules. This Contract and Rider shall be construed in accordance with and governed by the Laws of the Commonwealth of Massachusetts applicable to contracts executed and wholly performed within such Commonwealth. In case any one or more of the provisions contained in this contract shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Contract, but this Contract shall be construed as if such invalidity, illegality or unenforceability had never been contained herein and shall not affect any other provisions. Any dispute about the terms and conditions of this contract shall be resolved by the Courts in Middlesex County, Massachusetts and Artist hereby knowingly and voluntarily waives the right to challenge jurisdiction or venue. Artist agrees to abide by all applicable Federal, State and local laws and regulations and Artist further agrees to abide by all University policies, procedures and rules. A copy of such policies, procedures and rules is available from the University at the request of the Artist.
- c. Assignment of Agreement. The Artist may not assign all or any part of its interest in this Agreement without the written prior consent of the University.
- d. Non-Discrimination. The University does not discriminate on the basis of race, color, age, sex, national or ethnic origin, religion, handicap or veteran status in admission to, or access to, its programs and activities or in employment in compliance with applicable Massachusetts and Federal laws. The University does not provide services to companies or individuals that engage in practices which violate these laws.
- e. Entire Agreement. The Contract represents the entire agreement between the parties and supersedes all prior negotiations and/or agreements between the parties. Any additions, deletions or revisions to the Contract must be in writing and initialed by both parties in order to be valid. In the event of any conflict, inconsistency, or incongruity between the terms of the Contract and any other contract, the University's Contract shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Contract as of the date first written below and do hereby acknowledge and accept the Contract as fully incorporated by reference to this Event Contract.

Artist: _____
By: (authorized official/agent)

Bentley University
By: Maria DiLorenzo, Director of Student Activities

(Signature)

(Signature)

(Typed Name)

Student Activities, Bentley University
330 Student Center
175 Forest Street
Waltham, MA 02452

(Address)

(781) 891-2700 – phone
(781-891-2839 – fax

(Date)

(Date)

Tel:

Fax: