

# **DO NOT DETACH**

Dear Artist/Agent

Please find attached 3 copies of *University of North Alabama* **MASTER ENTERTAINMENT AGREEMENT**. In order for the University to process these AGREEMENTS in a timely fashion the following must take place:

1. All 3 AGREEMENTS **must be signed by the Artist/Artist Representative and returned to the Sponsor**
2. All 3 AGREEMENTS **MUST HAVE ORIGINAL SIGNATURES.**

Failure to meet the previous two stipulations can result in the **Cancellation of this AGREEMENT**. If you have any questions please do not hesitate to contact the sponsor of the program, listed on the last page (signature page) of the contract packet.

**FAILURE TO COMPLY WITH ALL OF THE ABOVE CAN  
RESULT IN THE CANCELLATION OF YOUR PROGRAM.**

**UNIVERSITY SIGNATURES**

**MUST BE**

**OBTAINED BEFORE**

**THE EVENT TAKES PLACE**

**MASTER ENTERTAINMENT AGREEMENT\***

This **AGREEMENT** is for the performance engagement described below, made this \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_, BETWEEN the \_\_\_\_ (Herein called the Sponsor) and \_\_\_\_ (Herein called the Artist).

Such performance engagement is to take place on the property of the *University of North Alabama* (herein called University) or on property arranged for by the University.

**LOCATION OF ENGAGEMENT:** \_\_\_\_\_  
Building Room

**DATE AND TIME OF ENGAGEMENT:** \_\_\_\_\_  
Date Beginning Time Ending Time

**TYPE OF ENGAGEMENT:** \_\_\_\_\_

**FEE AGREED UPON:** \$ \_\_\_\_\_

**ADDITIONAL HOSPITALITY COSTS INVOLVED WITH EVENT TO BE PAID BY SPONSOR (please itemize):** \_\_\_\_\_  
\_\_\_\_\_

**SPONSOR WILL MAKE CHECK PAYABLE TO:** \_\_\_\_\_

Check, payable to Artist/Artist’s representative, will be **ISSUED WITHIN TWO WEEKS UPON COMPLETION OF THE EVENT. (An IRS form W-9 must be completed, signed, and submitted to the University before any payment will be issued.)**

**ARTIST’S STATUS AS INDEPENDENT CONTRACTOR:** The Artist is retained by the Sponsor solely for the purposes and to the extent set forth in this **AGREEMENT**, and the Artist’s relation to the Sponsor during the term of this contract shall be that of independent contractor. Artist shall be free to dispose of such portion of the Artist’s entire time, energy, and skill as the Artist is not obligated to devote hereunder to the Sponsor as the Artist sees fit, and to such persons, firms, or corporations as the Artist deems advisable.

**LIABILITY:** The Artist hereby releases and forever discharges the Sponsor and the University, their trustees, officers, agents, and employees from any and all liability, losses, costs, expenses, causes of action, claims and suits for property damage, theft of property or personal injury (including death) arising in connection with the Artist’s performance of services hereunder, unless such damage, theft or injury is caused solely by the negligent acts or omissions of the Sponsor or the University, their respective officers, agents or employees, in which case the foregoing release shall not apply to the negligent party but shall remain applicable as to the non-negligent party. The Artist understands and agrees that the Sponsor and University are separate entities, that the University’s sole relationship to the Sponsor for purposes of this **AGREEMENT** is that of owner of property on which the Artist’s contracted services with the Sponsor are to be rendered and that the acts or omissions of the Sponsor or the University shall not be construed or considered, for purposes of the **AGREEMENT** or otherwise, as the acts or omissions of the other. The Artist, at its own cost and expense, shall be solely responsible for securing and shall secure any and all performing, broadcasting and other rights or licenses as may be required for any and all copyrighted works performed by the Artist during this engagement. The Artist shall indemnify and hold harmless the Sponsor and the University, their trustees, officers, agents and employees from any and all liability, losses, costs, expenses, including reasonable attorney fees, causes of action, claims and suits, whether based upon infringement of copyright or other proprietary right or negligent or intentional acts or omissions of the Artist, its officers, agents and employees, arising in connection with the Artist’s performance of service hereunder.

**INSURANCE:** All Artists **MUST** have an approved Certificate of Liability Insurance on file with the University prior to the execution of this Agreement, unless waived by the University at its discretion. The University may require the amount of liability insurance up to \$1,000,000, depending on the nature of the event, and with the University listed as also-insured, with the amount to be determined prior to the execution of this contract. If the Artist's contracted event is to occur **AFTER** the expiration date of the approved Certificate of Insurance or if the Artist's insurance is **cancelled or reduced** for any reason prior to the contracted event, it is the **ARTIST'S SOLE RESPONSIBILITY** to provide another Certificate of Insurance which is valid for the date of the artist's performance of this Agreement to the University for its approval. The failure of the Artist to maintain an acceptable Certificate of Insurance will result in the cancellation of this Agreement by the University with no financial penalty on the part of the University and Sponsor, and no further recourse on the part of the Artist. Specifically, the Artist agrees to release and hold harmless the University from all costs however incurred for any cancellation by the University due to the Artist's failure to meet these insurance requirements including the full return of all deposits, if any, paid in advance by the University and/or the Sponsor within ten (10) days of the University's notice of cancellation.

**LAW/ORDINANCES:** It is the Artist's responsibility to operate in a manner that conforms with all governing laws and ordinances. In addition, any Artist furnishing rides, inflatable games, and other activities that are subject to any licensing, registration, or inspection by any branch of government is solely responsible for following all governing law and ordinances in this regard. The Artist hereby acknowledges that it will forfeit all payments due to it under this Agreement if any regulated ride, game, or other activity has its operations stopped by order of any governmental agency due to Artist's failure to abide by any governing law and/or ordinance.

**SECURITY:** The Artist(s) acknowledges that smoking, controlled substances, and alcohol policies and regulations of the State of Alabama and the *University of North Alabama* shall be in effect. The Sponsor's representative will have an announcement made concerning these regulations over a public address system maintained by the Sponsor in the place of performance, prior to the beginning of the performance, as appropriate. **THERE SHALL BE NO SMOKING AND ABSOLUTELY NO USE OF CONTROLLED SUBSTANCES OR ALCOHOLIC BEVERAGES IN ANY AREA OF UNIVERSITY FACILITIES.** The Sponsor will exercise reasonable care and judgment in determining the extent of personnel necessary to assume adequate crowd control. **Additionally, the Artist(s) agree to conduct themselves in a professional and responsible manner while under obligation to the University for the contracted period. Failure to do so may result in the immediate cancellation of the contract and/or possible forfeiture of all or part of the contracted fee.**

**AUDIENCE PARTICIPATION:** No person who is legally a minor can be involved in any performance or demonstration unless permission is received from a parent or legal guardian who is present at the demonstration.

The Sponsor shall be responsible for providing the following sound and lighting equipment and appropriate technician(s) adequate to fulfill performance needs: \_\_\_\_\_

\_\_\_\_\_

The Sponsor's representative will retain final control, supervision, and coordination of the utilization of the aforementioned Sponsor equipment and personnel. The Artist(s) shall provide an individual, having considerable knowledge of the intended content of the Artist's performance, to assist the Sponsor's lighting personnel. The Sponsor's representative will attempt to fulfill as many of the lighting requests as possible. The University is not responsible for providing any equipment not specifically set forth in the agreement.

The Sponsor will guarantee that the place of the performance will be closed to access by the public during sound and lighting checks, rehearsals, etc., between \_\_\_\_\_ and \_\_\_\_\_ on the date of the performance.

The Artist(s) will make themselves accessible to a representative(s) of any of the several University-affiliated publications for interview purposes in advance of and following the engagement.

Failure of the Sponsor to comply with or properly execute the clauses of the AGREEMENT may result in the delay of the start of the performance, but not the shortening of the performance duration, without penalty to the Artist(s).

It is agreed that payment by the Sponsor in accordance with AGREEMENT hereof is expressly conditioned on full performance by the Artist(s) of the duties and obligations herein created. In the event the Artist's performance of

any such duty or obligation is prevented by reason of any cause or causes beyond control, the Sponsor shall pay, within reasonable time following partial performance, a reasonable compensation for services actually rendered. The Sponsor or the University is entitled to set off any payments due Artist by any amounts Artist may owe Sponsor or the University.

**The Artist(s) assumes sole responsibility for all expenses, including accommodations, travel, meals, etc., unless noted under ADDITIONAL HOSPITALITY on page 2.**

The Artist(s) will provide the Sponsor's representative with at least \_\_\_\_\_ photographs of the individual or comprising group and \_\_\_\_\_ professional quality cassette tape recordings/CD's of portions of their repertoire, of a quality and suitability for broadcast, to be considered for utilization in promotional activity. The assorted promotional material shall become the property of the Sponsor.

Artist(s) agrees to allow photographs to be taken by audience during performance.  Yes  No  
Artist(s) agrees to allow photographs to be taken by Sponsor during performance.  Yes  No

Artist(s) agrees to allow performance to be videotaped by audience.  Yes  No  
Artist(s) agrees to allow performance to be videotaped by Sponsor.  Yes  No

The Artist(s) acknowledges receipt of sufficient information concerning the place of performance and that the physical conditions of the place of performance are adequate for the performance. The Artist(s) shall have access to the place of performance at \_\_\_\_\_  a.m. or  p.m. on the date of the engagement and agrees that the Artist(s) crew will be solely responsible for unloading the Artist's equipment. The Artist(s) agrees to begin dismantling as soon as possible upon the completion of the performance.

The Artist(s) shall not appear in any form or under any other name in any performance on the **UNIVERSITY** campus of the University of North Alabama for a minimum of \_\_\_\_\_ weeks prior to or after the said date of engagement.

Should circumstances necessitate cancellation of the performance, such will be determined by joint consent, and the undersigned parties agree to reschedule the performance at the earliest possible date of mutual convenience. In the event of cancellation, each of the undersigned parties shall be solely responsible for its own incurred costs.

No party to this agreement shall be responsible for any losses or damages accruing to him/her/it or them when said loss or damage is the result of any act of God or any condition beyond the control of either party.

The subject matter of this contract is unique and there can be no substitution for the performance required by the agreement without written agreement without written agreement between the parties prior to the time of the scheduled performance.

The University is not obligated to comply with rules of any union, guild, or federation and does hereby state that it deems itself not bound by any rules of any union, guild, or federation.

If this agreement is signed by someone other than the Artist who is to perform the entertainment or lecture provided herein, then Artist's representative, whether agent or otherwise, expressly warrants that he/she is authorized by the Artist who is to carry out the performance to execute this agreement for the said Artist for the engagement herein described.

In the event the Artist arrived at the performance site under the influence of intoxicating beverages, narcotics, or drugs, University may cancel this agreement with no liability on the part of the University.

The Artist understands and agrees that the performance herein provided for is subject to normal media coverage.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

A Rider is attached to this agreement (check one):  Yes  No

This is a fully integrated contract. It is further understood that this AGREEMENT contains the whole AGREEMENT between Obligator and contracted party and this document supersedes any other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this contract, not expressly set forth herein. Furthermore, this AGREEMENT may not be modified, amended, changed, or altered except in writing executed by both parties.

This AGREEMENT shall be governed by the laws of the State of Alabama, of the United States of America. Venue for any and all legal actions brought under this AGREEMENT shall be the courts for Lauderdale County, State of Alabama.

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*\*The wording for this agreement draws significantly from the Pennsylvania State University Master Entertainment Agreement form and does hereby give full attribution and recognition of such.*

## SIGNATURE PAGE(S)

**PLEASE NOTE: All signatures MUST be obtained BEFORE the event takes place.**

### I. SPONSOR INFORMATION/SIGNATURE

\_\_\_\_\_  
*Sponsor's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Type or Print Full Name of Sponsor*

\_\_\_\_\_  
*Sponsor's Contact Phone*

\_\_\_\_\_  
*Sponsor's Email Address*

### II. ARTIST INFORMATION/SIGNATURE (The following shall act as the Artist or the Artist's Representative. Please fill in all information requested below for Artist or Artist Representative.

#### Teacher/ AL State Retirement Declaration

Pursuant to Code of AL Section 16-25-26C / AG2013-44; the University must record and report to the Retirement Systems of Alabama (RSA) any individual paid for personal services contracts, directly or indirectly through a third party, who is retired and receiving benefits from TRSA or ESA while under contract with the University.

For full disclosure and compliance with this new law the university must have this form completed and on file for each payment request, as situations may change from month to month. Do not use photocopies of previous submissions it should be signed each time to ensure no change of status. Each submitted form must contain a current date.

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**Pursuant to SECTION 16-25-26C, CODE OF ALABAMA 1975:** Is the Artist now or will the Artist be receiving over the next 12 months any amount of compensation from the Retirement System of Alabama (TRSA or ESA)?  Yes  No (*contract not valid unless yes or no is checked\**)

\_\_\_\_\_  
*Signature of Artist/Artist's Representative*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Type or Print Full Name of Artist/Artist's Representative*

**Federal ID or Social Security Number** \_\_\_\_\_.

**Address of Artist or Artist's Rep** \_\_\_\_\_.

**Phone of Artist or Artist's Representative** \_\_\_\_\_.

**Email Address & Fax Number** \_\_\_\_\_.

**\*If the answer to the question above is yes, a copy of this contract must be sent to Human Resources who will notify RSA.**

**III. FACILITY MANAGER SIGNATURE**

Facility Manager of \_\_\_\_\_ confirms that all facility arrangements have been secured in accordance with the requirements of this AGREEMENT. Any additions or changes must be resubmitted for confirmation.

\_\_\_\_\_  
*Facility Manager Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Typed or Printed Name of Facility Manger

**Agreement not valid unless appropriate signatures are obtained for IV and/or V below:**

**IV. ONE AUTHORIZED UNIVERSITY SIGNATORY FOR UNA MASTER ENTERTAINMENT AGREEMENTS OF \$7,500 AND BELOW:**

**1. UNIVERSITY REPRESENTATIVE SIGNATURE**

\_\_\_\_\_  
*David P. Shields, Jr.*  
*Vice President for Student Affairs*

\_\_\_\_\_  
*Date*

**V. TWO AUTHORIZED UNIVERSITY SIGNATORIES FOR UNA MASTER ENTERTAINMENT AGREEMENTS GREATER THAN \$7,500.**

**1. UNIVERSITY REPRESENTATIVE SIGNATURE**

\_\_\_\_\_  
*Clinton Carter*  
*Vice President for Business & Financial Affairs*

\_\_\_\_\_  
*Date*

**2. VICE PRESIDENT FOR STUDENT AFFAIRS REVIEW**

\_\_\_\_\_  
*David P. Shields, Jr.*

\_\_\_\_\_  
*Date*