

Vanderbilt University Performing Artist Agreement

This Agreement is made as of February 11, 2015 by and between Vanderbilt University, a Tennessee non-profit corporation located in Nashville, Tennessee ("Vanderbilt"), by and through its _____, and _____ ("Artist"), represented by _____ ("Agent") with an address of _____.

Vanderbilt hereby engages Artist to furnish, and Artist agrees to provide, the performance described below.

Performance. Nature of Event: _____.
[e.g. musical, comedy performance,]

Performance Venue: _____.

Performance Date: _____.

Time: _____.

Performance Length: _____.

Other performers, if any, for event: _____.

Exclusive Engagement. Artist agrees that the Performance at Vanderbilt shall be Artist's sole and exclusive public performance of any kind within 7 days before or after the Performance Date within the area 100 miles from Vanderbilt in any direction.

Venue. Vanderbilt shall provide an adequate performance venue for Artist's performance. Vanderbilt shall provide a dressing room or rooms for Artist's personnel as well as Vanderbilt's standard food and refreshments for performers. Artist may request particular refreshments and Vanderbilt will make reasonable efforts to accommodate those requests. Vanderbilt shall provide for routine clean-up and janitorial maintenance of the facilities used for the performance. The Venue will be available for set up and technical rehearsal from _____ to _____ on the following date: _____.

Entire Group. If Artist is a multi-person group, Vanderbilt expects Artist's entire group to perform at the Vanderbilt venue. Artist agrees to furnish the following performers for the event: _____
_____.

In the event Artist does not furnish entire group or substitutes promised performers without Vanderbilt's consent, Vanderbilt may pro rate Artist's fee accordingly.

Compensation. Performance Fee: \$_____. The fee will be paid by ACH or check made payable to _____. Performance fee payments will be issued by Vanderbilt the business day following the completion of the performance. Check will be mailed first class through the US Postal Service.

Artist's Taxpayer ID number or _____.

W-9 Form: _____.

If the duration of Artist's performance meets or exceeds the agreed Performance Length, then payment of the Performance Fee will be made by Vanderbilt immediately following completion of the performance. In the event Artist's actual performance does not meet or exceed the Performance Length, then Artist's fee shall be reduced on a pro rated basis and Vanderbilt shall have as many as 30 additional days to remit the Performance Fee to Artist.

Are any expenses to be paid by Vanderbilt in addition to the performance fee?
____ yes ____ no

If yes, these expenses will be for _____ and may not exceed \$ _____.

Artist or Artist's representative shall make all transportation and lodging reservations. Artist is responsible for local transportation to and from venue on the Performance Date.

If Vanderbilt is reimbursing Artist for any reimbursable expenses, original receipts for such expenses must be submitted no later than 30 days following the Performance Date above.

Except as expressly stated in this Agreement Vanderbilt shall not be responsible for the payment of union fees, insurance, or any other financial obligations. The parties agree that Artist or Artist's Agent, but not Vanderbilt, will obtain all necessary work permits or entry visas for Artist. In the event Artist is denied entry into the United States by government officials, Artist agrees to use all legal means of recourse to attempt to reverse that decision. Vanderbilt shall have no obligation to make payment until Artist has lawfully entered the United States and completed the performance required herein.

Stage Labor. Vanderbilt shall provide stage labor to rig stage, lighting, and sound equipment before and after Artist's performance. If requested by Artist in writing, Vanderbilt shall also provide labor for loading Artist's equipment into and out of the performance venue. The parties agree that Vanderbilt may provide loading services through non-union laborers.

Permission to Photograph and Record. The parties agree that Vanderbilt may make audio and video recordings of Artist's performance and include portions of such recordings or photography in University media publications. Photographs, video, or recordings made by Vanderbilt will be used only for University and student media purposes, including student yearbook, or other commemorative or news publications. Vanderbilt agrees that it will not use flash photography and will not broadcast or distribute Artist's performance in its entirety without Artist's further written permission.

Licenses. Vanderbilt agrees to obtain such licenses or permits as may be required for Vanderbilt to sponsor and host the Artist's performance.

Publicity. Vanderbilt shall be entitled to publicize Artist's event to the Vanderbilt community, including the local public. Vanderbilt shall promote Artist's performance using publicity materials supplied by Artist. Artist agrees to submit publicity materials including photographs (at least 300 dpi when printed 5 x 7 inches, in either TIFF or JPEG format) to Vanderbilt no later than 45 days prior to the Performance Date. Publicity materials should be submitted to: Linda Marks, PO Box 1508 Station B, 207 Sarratt Student Center, Vanderbilt University, and Nashville, Tennessee, 37235.

Merchandise. For certain events Vanderbilt may designate an area in proximity to the event's venue for use by Artist to sell merchandise related to Artist or the performance. Artist agrees that it shall pay to Vanderbilt 20% of the revenue collected from merchandise sales. Artist agrees to collect applicable sales tax and hold VU harmless from any liability related to its sale of merchandise. Vanderbilt shall have the right to inventory merchandise before and after sales for purposes of determining amounts to be paid Vanderbilt by Artist under this provision.

Cancellation. In the event this Agreement is cancelled by either party 30 days or more before the date of the performance, the liability of the canceling party to the other shall be limited to Artist's non-refundable travel expenses (if cancellation is by Vanderbilt) or to the advertising, promotional, and ticketing expenses already incurred by Vanderbilt (if cancelled by Artist). Except as may otherwise be provided herein if either party cancels the Agreement within 29 days of the performance date, the liability of the canceling party shall be one half of the Performance Fee, it being agreed that in this regard actual damages to the aggrieved party on account of cancellation shall be difficult, if not impossible, to calculate, and that this amount represents a reasonable amount of liquidated damages and not a penalty.

This Agreement may be cancelled at any time by mutual written agreement of the parties.

In addition, Vanderbilt shall have the right to cancel this Agreement without liability of any kind in the event Artist, prior to the performance, is charged with or commits a crime or act of moral turpitude such that Vanderbilt, in its sole discretion, would be exposed to public embarrassment or ridicule for hosting Artist's performance.

Vanderbilt shall have the sole authority to cancel an outdoor event on account of weather. In the event that an outdoor Venue is selected and inclement weather requires Vanderbilt to cancel the event, then the parties agree to work in good faith to find an alternative date for the performance. This shall be the sole remedy for the parties in the case of cancellation by Vanderbilt on account of weather.

Readiness to Perform. In the even the Artist is not ready to perform at curtain time, or if (a) any performing personnel are not present, or (b) if the Artist arrives at the performance in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, then Artist shall be deemed to have committed a material breach of this contract and Vanderbilt shall have the absolute right in its sole discretion to cancel the performance or terminate the performance in progress, and to refuse payment accordingly. It is the Artist's responsibility to pay for any standby musicians required by the American Federation of Musicians or its local.

Artistic Control. Artist shall have artistic control over the performance and artist's personnel. Vanderbilt, however, shall have the right to direct Artist to discontinue any activity constituting violation of Vanderbilt policy, as well as any federal, state, or local law.

Independent Contractor. The parties are independent contractors and neither is an employee of the other. Each party shall be responsible for, and hold the other harmless from, any injuries caused by it or suffered by its personnel during the performance of this agreement, including injuries which may be compensable under any workers' compensation laws.

No assignment. Neither party may assign this Agreement without the written consent of the other.

Confidentiality. The parties agree to maintain the absolute confidentiality of all the terms, conditions, and arrangements contained herein and/or associated with the appearance by Artist.

Force Majeure. Performance by either party may be excused by the occurrence of events beyond the control of the parties, including unavoidable travel interruptions, flood or other weather-related emergency or disaster, fire, strikes or labor and employment disputes, or terrorism, provided that the affected party provides notice to the other as soon as reasonably possible after the occurrence of a force majeure event. Upon the declaration of a force majeure event neither party shall bear liability to the other for non-performance. The parties agree to work together in good faith to discuss alternative dates for the event.

Choice of Law and Forum. This contract is for the performance of an event in Tennessee. Tennessee law shall govern the interpretation of the contract and any disputes concerning the contract shall be adjudicated in Davidson County Tennessee.

Insurance. Each party shall carry and maintain insurance to cover its negligent actions and omissions as well as loss or damage to its property that may be caused by third parties. Each party shall insure for workers compensation loss as may be required by law.

Attorney's Fees. Each party shall bear its own attorney's fees in any dispute, mediation, or negotiation concerning any issue related to or arising out of this Agreement.

Amendment. This Agreement may not be amended except by a writing signed by the parties.

Notices. All notices or requests given by one party to the other related to this Agreement must be in writing. Notices given to Artist must go to the following person:

Notices given to Vanderbilt must go to the following person:

Notices are deemed to have been properly given when (i) delivered by registered or certified U.S. mail, return receipt requested (ii) by a nationally recognized overnight courier service or by (iii) facsimile transmission to the facsimile number listed above, provided that an original counterpart is sent by one of the two other delivery methods described in this section.

Authority to Execute. If someone other than Artist signs this Agreement on behalf of Artist, the person signing expressly warrants authorization by Artist to do so.

Copy of Contract to Artist/Tour Manager. If the person executing this agreement on behalf of Artist is an agent, he or she agrees to provide a copy of the contract to the Artist or Artist's Tour Manager immediately following execution.

Backstage Guests. Artist agrees that any guests permitted backstage must conform to Vanderbilt's standards of conduct for University facilities. Artists and guests may be escorted from the University campus for violation of University's standards of conduct.

Hospitality. For certain events Vanderbilt may provide food, refreshments, or other amenities to Artist or Artist's personnel. If attached hereto, Vanderbilt's Hospitality Rider describes the extent of such food and amenities offered by the University.

Technical Rider. Artist's Technical Rider becomes a part of this Agreement when signed by the parties. If any provisions of the Technical Rider conflict with this Agreement, then the terms of this Agreement will be controlling.

Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

For Vanderbilt

Associate Provost and Dean of Students
Title

Date

Margaret A. Robinson
Procurement and Disbursement Services

Date

Artist

Print Name

Date

Dwayne V. Elliott
Director, Arts & Campus Events

Date