

Entertainment Agreement

This **Entertainment Agreement** for the personal services of an individual to entertain at the University of the South. The event is between The University of the South (hereinafter called the "University") and the undersigned entertainer, hereinafter called the "Entertainer", for the personal services of the Entertainer.

The University hereby engages **Entertainer** to deliver a speech, presentation, or performance, as is further described below, and **Entertainer** agrees to perform the engagement under the following terms and conditions.

1. Event Description: _____
Date(s) _____
Time(s) _____
Event Location: _____

2. Entertainer Name: _____
Social Security Number (Required): _____
Permanent Address: _____
City, State, Zip Code: _____

If an Agent represents the Entertainer and the Agent will receive payment on behalf of the Entertainer, the Agent must complete the following information:

3. Agent Name: _____
Fein Number (required): _____
Permanent Address: _____
City, State, Zip Code: _____

4. University Contact: _____
Name: _____
Department: _____
Campus Address: _____
Phone/Fax: _____
Email: _____

5. Compensation is:
Fee/Honorarium: _____
Lodging: _____
Meals: _____
Transportation: _____
Other: _____

Total Compensation: \$ _____

Entertainer or Entertainer's representative shall make all airline reservations. The University is responsible for arranging and paying hotel accommodations as needed. University will schedule and pay local ground transportation in contractual host city. The University of the South will not reimburse Entertainer or Entertainer's representative if they choose to make other accommodations or transportation arrangements.

If the University is reimbursing Entertainer for any reimbursable expenses, the Entertainer will be responsible for submitting original receipts for such expenses no later than 30 days following the Event Date. Receipts submitted later than 30 days following the Event Date are not eligible for reimbursement.

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

6. Payment: All payments will be in form of a check issued by the University and will be payable to Entertainer Or Agent as indicated in Section 2.

7. Exclusive Engagement: Entertainer agrees that the Event at the University shall be Entertainer's sole and exclusive public engagement of any kind within one (1) day before or after the Event Date within the area 50 miles from the University in any direction.

8. Venue: The University shall provide an adequate venue for Entertainer's event. The University shall provide a dressing room for Entertainer, if required, as well as University's standard food and refreshments for entertainers. Entertainer may request particular refreshments and the University will make reasonable efforts to accommodate those requests. The University shall provide for routine clean-up and janitorial maintenance of the facilities used for the performance. The University may in its discretion change the venue location at any time to accommodate changes in the number of attendees or for maintenance or other reasons.

9. Independent Contractor: The Entertainer, its officers, agents and employees (if applicable), in the performance of this Entertainer Agreement shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the University. The Entertainer 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 venture or partner of the University. 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 that may be compensable under any workers' compensation laws. Neither party may assign this agreement without the written consent of the other.

10. Liability:

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

(b) The University agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The University further agrees to hold harmless the Entertainer, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Entertainer Agreement where such

liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University while acting within the scope of their employment.

- (c) Entertainer agrees to hold the University harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Entertainer 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 University while acting within the scope of their employment.

11. Force Majeure: Neither the University nor the Entertainer is responsible for its default, delay nor failure to perform any terms or conditions of this agreement when failure to perform is due to causes beyond such Party's control. This includes but is not limited to fire, flood, explosion, war, embargo, government requirement, civil or military authority, epidemic, act of terrorism, earthquake, hurricane, windstorm, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. 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.

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

13. Publicity: The University shall be entitled to publicize Entertainer's event to the University community, including the local public utilizing all materials provide by Entertainer to the University. Entertainer will submit publicity materials including photographs to the University no later than 45 days prior to the Event Date. Submit publicity materials to: University of the South Marketing & Communications Department, 735 University Avenue, Sewanee, Tennessee, 37383.

14. Disputes:

- (a) This Entertainer Agreement and any proceedings conducted hereunder are governed the laws of the state of Tennessee. Any provisions of this agreement prohibited by the laws of Tennessee shall be deemed void and of no effect.
- (b) Submit all disputes in writing to the University of the South Purchasing Office, 735 University Avenue, Sewanee, Tennessee 37383. Purchasing Office will be final authority for all disputes not resolved through the sponsoring organization. Disputes regarding the terms of the Entertainer Agreement or claims arising out of its execution or performance may be resolved in Franklin County, Tennessee court.
- (c) The University will enforce this Entertainer Agreement, and the terms and conditions contained herein and by each Entertainer who is a party to this Entertainer Agreement,

or who has performed the engagement contracted for, and by the agent(s) of each Entertainer.

15. Cancellations:

- (a) Either party may cancel this Entertainer Agreement without obligation to the other if the cancellation notice is in written form at least 30 days before appearance date.
- (b) Entertainer agrees to furnish payment to the University for Actual Appearance Preparation Costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after billing.
- (c) Either party can cancel this agreement at any time by mutual written agreement of the parties.
- (d) In addition, the University shall have the right to cancel this agreement without liability of any kind in the event Entertainer, prior to the performance, is charged with or commits a crime or act of moral turpitude such that the University, in its sole discretion, would be exposed to public embarrassment or ridicule for hosting Entertainer's performance. The University shall have the sole authority to cancel an outdoor event because of weather.
- (f) The Office of General Council provides Legal representation for the University. The will not enter into any Entertainer Agreement that may include binding arbitration, hold-harmless, or indemnification clauses.

16. Miscellaneous:

- (a) The Entertainer is solely responsible for payment of royalty fees, and/or dramatic rights and dramatic musical works and/or performance fees, fees required by unions and similar organizations, and similar costs. The Entertainer shall indemnify the University against any liability or damages, including attorney fees, which may arise because of violation by Entertainer of copyright laws.
- (b) The Entertainer will submit a request to sale any souvenir items or programs. The University must receive a request for written amendment to this Entertainment Agreement 30 dates prior to the date of engagement. The amendment will be subject to the terms listed.
- (c) In connection with the performance of work under this Entertainer Agreement, the Entertainer agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. With respect to sexual orientation, the Entertainer further agrees to take affirmative action to ensure equal employment opportunities.
- (d) Details and manner of speech are under the control of the Entertainer. However, the University has the right to direct Entertainer to discontinue any activity constituting violation of the University policy, as well as any federal, state, or local laws.
- (e) In the event the Entertainer is not ready to perform at the Events starting time, or if the Entertainer arrives at the Event in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, the Entertainer shall be deemed to have committed a material breach of this contract and the University shall

have the absolute right in its sole discretion to cancel the performance or terminate the performance in progress, and to refuse payment accordingly.

17. Entire Agreement and Notice:

(a) This Entertainer Agreement and Purchase Order (if applicable) constitutes the entire agreement between the parties.

(b) Any requirements that the University comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by University, in writing by the persons listed below, in advance of the Entertainer Agreement execution or are made part of this Contract prior to the signing of the Entertainer Agreement prior to Signing of the Entertainer Contract by the University.

18. Choice of Law and Forum: This agreement is for the performance of an event in Tennessee. Tennessee law shall govern the interpretation of the agreement. Disputes concerning the agreement will occur in Franklin County, Tennessee.

19. Amendment: The University and the Entertainer by written notice can modify an agreement if both parties agree to the change.

20. 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 Speaker. The University requires all vendors to maintain the confidentiality of all materials and correspondence with the University regardless of whether or not any actual business occurs. The University and the Speaker will take reasonable steps to protect confidential information.

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

Notices given to Entertainer must go to the following person:

[name, address, phone, fax number]

Notices given to University must go to the following person:

[name, address, phone, fax number]

The parties will deliver notices utilizing one of the following methods: (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, if one of the two other delivery methods described in this section sends an original counterpart.

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

23. Copy of Agreement to Entertainer/Tour Manager: If the person executing this agreement on behalf of Entertainer is an agent, he or she agrees to provide a copy of the agreement to the Entertainer immediately following execution.

24. Backstage Guests: Entertainer agrees that any guests permitted backstage must conform to the University's standards of conduct for University facilities. The University will remove Entertainers and guest from the University campus for violation of University' standards of conduct.

25. Hospitality: For certain events, the University may provide food, refreshments, or other amenities to Entertainer or Entertainer's personnel.

26. Headings not Controlling: Headings used in this Agreement are for reference purposes only. The Headings will not modify the meaning of the terms and conditions of this Agreement.

27. Executed Agreement Signature: This Entertainer Agreement shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties. The undersigned represents that he/she is a representative authorized to sign on behalf of the Entertainer and to enter into this Entertainer Agreement.

The parties have agreed to and executed this Entertainer Agreement as of the dates indicated below:

The University of the South

Entertainer/Agent

Title

Title

Date

Date