

YOUR ORGANIZATION NAME
Performance Contract

This contract is made this TODAY'S DATE between YOUR ORGANIZATION, herein after called the PURCHASER, and NAME OF PERFORMER, acting through their representative, herein after called PROVIDER.

1. The PROVIDER agrees to render on the date of PERFORMANCE DATE , their services as a TYPE OF PERFORMANCE in the LOCATION OF PERFORMANCE.
2. Compensation for the performance shall be \$ DOLLAR AMOUNT, and will be payable upon completion of the performance in compliance with the terms of this agreement. All payments will be made by University check.
3. The PROVIDER shall perform show, approximately TIME OF SHOW minutes in length. The show shall begin at TIME AM/PM. PROVIDER shall arrive at the performance site no later than TIME AM/PM.
4. No deposits or advance payments shall be made to the PROVIDER in connection with this agreement.
5. Partial payment may be withheld if terms of this agreement are not fulfilled by the PROVIDER.
6. Transportation, housing and meal arrangements shall be made by the PROVIDER unless otherwise specified in this agreement.
7. In coordination with the policy of the University of North Texas, the use of narcotics, drugs, and alcohol is strictly prohibited. Use of the aforementioned may result in cancellation of the contract with no liability on the part of the PURCHASER.
8. PURCHASER agrees to provide the following equipment: EQUIPMENT PROVIDED. The PURCHASER is not responsible for any equipment not specifically stated in the contract, technical contract rider, or this contract rider. The PROVIDER agrees that if he/she does not use the equipment required in this contract, he/she shall pay for all rental cost of said equipment.
9. The PROVIDER shall provide sufficient opportunity for any required testing of sound systems, lighting and other technical systems prior to the occupancy of the house by the audience. If a rehearsal is required, the PROVIDER must be at the performance site no later than two (2) hours before the scheduled performance, otherwise the PROVIDER waives all rights for sound, light and other technical systems testing.
10. The PURCHASER shall not be responsible for any items heretofore mentioned when prevented from not doing so by an Act of God or any other legitimate condition beyond the control of the PURCHASER. If such acts or condition occur, the PURCHASER is not liable for any damages which the PROVIDER, his/her group or representative might suffer.
11. If for any reason, except an Act of God, a breach of contract is initiated by the PROVIDER or agency, the PROVIDER or his agency agrees to reimburse the PURCHASER for his expenses incurred in connection with said performance immediately upon presentation of a certified statement of such expenses to the PROVIDER or his agency. The PROVIDER and every member of his company shall abide by and conform to the laws of the state of Texas, and subsequent policies of the University of North Texas.
12. If this contract is signed by someone other than the PROVIDER, the person signing for the PROVIDER expressly warrants that he/she is authorized by the PROVIDER to execute this contract for the PROVIDER, for this engagement, at the time and place specified in this contract.

13. The representative of YOUR ORGANIZATION, in signing this contract warrants that he/she signs as a properly authorized representative of YOUR ORGANIZATION and does not assume personal liability for meeting the terms of the contract.

14. All additions and deletions in this contract and its rider must be initialed and dated by both parties in order to be valid.

15. The validity, construction and effect of this contract shall be governed by the laws of the state of Ohio.

16. The PROVIDER shall indemnify and hold PURCHASER harmless for any injury, loss or damage sustained by PROVIDER or an employee or agent of PROVIDER while utilizing PURCHASER facilities or equipment hereunder, provided such injury, loss or damage is not caused by the negligence of PURCHASER or an employee, agent or student acting in the normal course of his/her employment or agency.

17. Contact Information:
Check-in with: YOUR NAME
Phone: YOUR NUMBER

For YOUR ORGANIZATION:

PROVIDER:PROVIDER'S NAME

by YOUR REPRESENTATIVE's signature

PROVIDER's Signature

Federal ID or Social Security #

date

date