

PERFORMANCE AGREEMENT

AGREEMENT made as of this _____ day of _____, 20__, between The College Association of NYC College of Technology with an address at 300 Jay Street, Brooklyn, NY 11201 (“Association”), and _____ (“Artist”) by and through _____ (“Agent”) with an address at _____.

Contact Person: _____ Title: _____
Telephone: _____ Fax: _____

In consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. **SERVICES TO BE RENDERED.** The services to be rendered are:

Date services are to be rendered: _____

Time: from _____ to _____

Location of services to be rendered: _____

Special arrangements: _____

No substitution of artists or speakers will be allowed without the prior written consent of the Association. The Association reserves the rights either to cancel the performance or renegotiate the fee with an appropriate reduction if substitutes appear for any or all the principals constituting the artists.

2. **PAYMENT.** The Association will pay Artist a fee of \$_____ for all services under this Agreement. Payment to Artist is due after completion of services and will be made by check to:

Name:
FEIN#/SS#:
Address:

If the Artist does not commence services at the starting time noted above, the Association reserves the right either 1) to cancel this Agreement; or 2) to reschedule the event for another date; or 3) to permit services to be rendered. If the Association determines to permit services to be rendered, the services must be for the full length of time identified in this Agreement, or at the option of the

Association, the services will be rendered for a shorter period and the Artist will be paid in an amount pro-rated to reflect the actual time services were rendered. The Association is solely responsible for the payment to the Artist, and neither NYC College of Technology (“College”), the City University of New York (“University”), the City of New York, the State of New York, and their respective agents, servants, employees, officers, directors, and trustees are parties to this Agreement, nor are any of them responsible for such payment. Travel expenses approved by the Association are \$ _____ and will be paid to the Artist by the Association, upon submission of receipts.

3. AGENT’S WARRANTY. If this Agreement is signed by Artist’s Agent, the Artist’s Agent warrants that it has full and current legal authority to act on behalf of Artist.

4. TERMINATION. This Agreement may be terminated by the Association provided written or facsimile notification is provided to the Artist at least five days prior to the date services are to be rendered. Shorter notice may be given if an unforeseen event occurs which in the judgement of the Association may affect the performance or the benefits of the performance to the College.

5. COMPLIANCE WITH RULES AND REGULATIONS. The Artist is an invitee on College property for the purposes of rendering the services stipulated herein. The Artist agrees to comply with all rules, regulations and policies of the College and the Association, and to comply with lawful directives of representatives of the College and Association acting in their official capacity, including without limitation security and guest policies, and volume levels for amplifiers and speakers that may be used by Artist. The deliberate failure by the Artist, its servants, agents, officers, or employees to comply with lawful directives issued by representatives of the College and Association in their official capacity and for the purpose of public order will constitute a breach of this Agreement.

6. SECURITY. All security for the event, if held on College premises, will be made under the control and supervision of College. Frisking or other searches are not permitted, except by law enforcement officials. Any special security arrangements must be approved by the President of the College or his/her designee prior to the event.

7. LICENSES AND PERMITS. The Artist must, at its expense, procure in advance of the services to be provided under this Agreement, any and all licenses, certificates and permits required for the proper and lawful conduct of the services, including without limitation, any and all licenses, certificates, permits and other approvals required in connection with performance, display or other use of another's intellectual property (collectively, the “Permits”). Artist must submit the Permits to the Association for inspection. Artist must at all times comply with the terms and conditions of each Permit.

8. INDEPENDENT ENTITY. The Artist is any independent entity and is not, and may not be deemed to be, an agent, employee, servant, or representative of the sponsoring student organization, the College, the University, the Association, or the City or State of New York, for any purpose whatsoever, and may not represent or hold itself out to be such. All personnel furnished by the Artist

under this Agreement will be employees of the Artist only, and the Artist alone is responsible for their work, personal conduct while performing under this Agreement, as well as their direction, and compensation, including but not limited to withholding and social security taxes and unemployment and worker's compensation insurance. The Artist acknowledges that any services or labor performed in furtherance of this Agreement will be engaged by the Artist as an employer as defined in the Immigration Reform and Control Act of 1986 (the "Act"). The Artist represents that it is aware of the provision of the Act related to verification by an employer of the identity and employability at hire as defined by the Act. The Artist further represents that as an employer it will be solely responsible for compliance with provisions of the Act.

9. **NON-DISCRIMINATION.** The Artist agrees that in performance of this Agreement, it will not discriminate in employment against any person or group of persons on the basis of age, sex, race, color, creed, disability, marital status, religion, sexual orientation, citizenship, national origin, or veteran status, and that it will comply with all applicable laws, rules, regulations and ordinances of the United States and the State and City of New York with respect to its performance under this Agreement.

10. **CONFLICT OF INTEREST.** The Artist represents that no monetary or other form of remuneration has been given, offered or promised to anyone in order to induce the Association to enter into this Agreement, and that during the performance of this Agreement, no remuneration will be given, offered or promised to any agent, servant, employee, officer or student of College, University, the Association or the City or State of New York.

11. **INDEMNIFICATION.** The Artist agrees to be responsible for any personal injury or property damage which is directly or indirectly attributable to the Artist's performance under this Agreement, or to the activities of the Artist's agent, servants, employees, volunteers, and subcontractors, if any. The Artist hereby forever releases, discharges, acquits, and forgives, and agrees to indemnify and hold harmless College, University, the Association, and the City and State of New York, and their respective directors, officers, agents, servants, employees, members, students, and invitees from any and all claims, actions, suits, demands, agreements, liabilities, and proceedings both at law and in equity arising directly or indirectly from and relating to the Artist's, its agents', servants', employees', volunteers', and subcontractors' performance of this Agreement.

12. **INSURANCE.** The Artist shall maintain with a licensed carrier authorized to do business in New York (a) workers compensation insurance covering its employees, if any, as required by law and (b) commercial general liability insurance for personal injury (including death) and property damage with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The commercial general liability policy shall cover all liability assumed by Artist under this Agreement. The policy shall name the Association, College, University, and the City and State of New York as additional insureds. The Artist shall provide proof of such coverage in advance of the performance of services.

13. TAPING, ETC. The Artist hereby authorizes University to photograph, videotape, audiotape, and/or otherwise document by any such means as are now available or may be available in the future, the Artist's performance and to use this documentation in whole or in part, for University's educational, research, archival and promotional purposes.

14. RIDERS. The Artist further agrees to be bound by any riders attached to this document. Number of riders attached: _____.

15. ENTIRE UNDERSTANDING. This Agreement constitutes the entire understanding between the parties hereto, may not be modified orally, and may not be assigned or transferred without the written consent of both of the parties hereto. Any assignment in violation of this provision is null and void.

16. JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of New York applicable to contracts made and wholly performed therein. The parties hereto consent to the jurisdiction of the Supreme Court of the State of New York for purposes of enforcing this Agreement.

17. FORCE MAJEURE. This Agreement and the obligations of the Associations and the Artist are subject to conditions beyond the reasonable control of the Association and/the Artist such as illness, accidents in transportation or otherwise, failure of instruments or equipment, fire, flood, strikes, riot, acts of God, etc. If the presentation of any activity of the Artist is prevented for any of the above reasons, neither the Association nor the Artist will be under any obligation to present the performance at a different time, nor to compensate the other for any services or expenses incurred in connection with such activity.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

ASSOCIATION

ARTIST

By: _____
(Signature)

By: _____
(Signature)

(Printed Name and Title)

(Printed Name and Title)

(Date)

(Date)