

BARNARD

Entertainment Agreement

This Agreement, effective this _____ day of _____, is made by and between _____, on behalf of Barnard College, a New York not-for-profit educational corporation ("Barnard"), and _____ ("Artist/Performer").

For good and valuable consideration, the parties agree as follows:

1. TERMS OF ENGAGEMENT:

- a. Description of Engagement: _____ ("Engagement")
- b. Artist/Performer: _____
- c. Artist/Performer's telephone number: _____
- d. Booking Agent (if applicable): _____
- e. Date of Engagement: _____
- f. Location of Engagement: _____
- g. Duration of Engagement: Starting: _____ Ending: _____

2. ACCOMMODATIONS, TRANSPORTATION AND MEALS: Payment for Artist/Performer's accommodations, transportation and meals is at the sole discretion of Barnard. If Barnard agrees to pay for travel, Artist/Performer will notify Barnard of travel arrangements at least fourteen (14) days prior to the Engagement. All such arrangements (a) require Barnard's written approval; (b) must be in conformance with Barnard's Travel Policies and Procedures (if any) and Barnard's Expense Policies and Procedures, as applicable; and (c) require Artist/Performer to provide Barnard with original receipts for reimbursement of actual expenses incurred. If applicable, payment for such arrangements will be made net thirty (30) days after the receipt by Barnard of the receipts but no earlier than net thirty (30) days after the Engagement.

- a. Accommodation expenses (**WILL/WILL NOT**) be paid by Barnard, total expenses not to exceed \$ _____.
- b. Transportation expenses (**WILL/WILL NOT**) be paid by Barnard, total expenses not to exceed \$ _____.
- c. Meal expenses (**WILL/WILL NOT**) be paid by Barnard, total expenses not to exceed \$ _____.

3. PAYMENT: Barnard will pay Artist/Performer the sum of \$ _____ for the Engagement by Barnard check in U.S. dollars within thirty (30) days after the Engagement. Barnard will not pay or withhold federal, state or local income or other payroll taxes on behalf of Artist/Performer. Artist/Performer agrees to report and pay all applicable taxes.

4. **LOGISTICS:** Artist/Performer must provide Barnard with the following information, in writing, at least fourteen (14) business days prior to the Engagement: (1) full technical requirements of the Engagement; (2) scheduled time of arrival (*e.g.*, Artist/Performer, production, etc.); (3) diagram indicating placement of equipment on stage or at venue; and (4) scheduled times for sound checks (if necessary).
5. **ENTIRE AGREEMENT:** This Agreement and any applicable attachments and exhibits shall constitute the complete and exclusive statement of the agreement between College and Artist with respect to the Works created hereunder. The Agreement may be modified only pursuant to a written instrument signed by authorized representatives of both parties. The invalidity in whole or in part of any provision of the Agreement shall not affect the validity of other provisions. To the extent that Artist's terms and conditions, if any, shall conflict with the Agreement, this Agreement shall control. Either party's failure to insist upon the performance of any term of the Agreement shall not be construed as a waiver of that party's present or future right to such performance and each party's obligations in respect thereto shall continue in full force and effect. The headings in the Agreement have been inserted solely for convenient reference and shall be ignored in its construction.
6. **RESPONSIBILITY/PROPERTY DAMAGE:** Artist/Performer is responsible for their equipment and personal property. Artist/Performer shall furnish all materials necessary to perform the services contemplated herein, Artist/Performer will be responsible for any damage to Barnard's property, including, but not limited to, facilities or equipment, (1) caused by Artist/Performer or Artist/Performer's employees, agents or guests or (2) incited or encouraged by Artist/Performer or Artist/Performer's employees, agents or guests, Artist/Performer will be responsible for the costs of repair or replacement and will reimburse Barnard immediately upon presentation of a certified statement of such costs.
7. **PERFORMANCE:** If Artist/Performer is not punctual in arrival according to the schedule provided by Artist/Performer to Barnard, Artist/Performer will reimburse Barnard for any additional costs incurred by Barnard as a result of such tardiness (*e.g.*, physical plant services, electrician's fees, etc.). If Artist/Performers fails to appear for the Engagement, Artist/Performer will reimburse Barnard for all bona fide costs related to the Engagement and this Agreement will be voidable by Barnard. Notwithstanding the foregoing provisions of this Agreement, if Artist/Performer fails to perform to the specifications of this Agreement, payment may be withheld by Barnard pending renegotiation with Artist/Performer.

8. **FORCE MAJEURE:** In the event that either party is unable to perform its obligations under this Agreement as a result of *Force Majeure*, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "*Force Majeure*" shall mean fires, earthquakes, floods, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, acts of terrorism or other hostilities, litigation, war or other act of any foreign nation, power of government or governmental agency or authority, epidemics, pandemics or any other cause like or unlike any cause above mentioned which is beyond the control of either party.
9. **CONFLICTS:** Artist/Performer represents that no trustee, officer employee or any other person affiliated with Barnard and having involvement with this Agreement (1) is affiliated with the Artist/Performer, and (2) received, was promised, or will receive anything of value in connection with this Agreement or performance contemplated hereunder.
10. **TERMINATION:**
 - (a). Without Cause. Either Barnard or Artist/Performer may cancel or terminate this contract and the services to be rendered without liability, with written notice to the other party at least thirty (30) days before the Engagement.
 - (b) With Cause. Either party may terminate this contract for cause. For this purpose, "cause" means a material breach of this Agreement by the other party that is not cured within five (5) days of the receipt of notice of the alleged breach by the non-breaching party to the breaching party.
11. **INDEPENDENT CONTRACTOR:** Artist/Performer is an independent contractor and not an employee or agent of Barnard College. All persons furnished or retained by Artist/Performer in connection with this Agreement are so furnished or retained as Artist/Performer's employees or agents. The arrangements contemplated by this Agreement shall not be deemed to constitute a partnership or joint venture between Artist/Performer and Barnard. Artist/Performer shall not be entitled to any Barnard Employee Benefits of any nature whatsoever, including, but not limited to fringe benefits, health and unemployment insurance, worker's compensation and pension plans. Artist/Performer will not make commitments on behalf of Barnard unless expressly authorized in writing by Barnard. Artist/Performer shall not represent to any person or entity that the Artist/Performer is associated with Barnard in any capacity other than that of an independent contractor. Artist/Performer will defend, indemnify and hold harmless Barnard from and against any and all liability for the payment of taxes, interest and/or penalties, as well as damages and costs, including attorney's fees, in connection with any claim that Artist/Performer is an employee of Barnard.

12. **INDEMNIFICATION:** To the fullest extent permitted by law, Artist/Performer will defend, indemnify, and hold harmless Barnard, its respective affiliates, contractors, officers, directors, trustees, employees and agents from and against any and all claims, demands, liabilities, damages and expenses, losses of every nature and kind, including attorney's and other professional's fees, (collectively, "Claims"), arising out of the intentional or negligent acts or omissions in the performance of the Engagement by the Artist/Performer or Artist/Performer's failure to render services in compliance with this Agreement, including, but not limited to, any third party claims relating to the Engagement, advertising, product liability claims, or infringement of any trademark, copyright, patent, trade secrets or nonproprietary right of a third party (including, without limitation, defamation, libel or violation of privacy or publicity).

13. **PROMOTION/USE OF BARNARD COLLEGE NAME OR MARKS:** Artist/Performer will be available to on campus media via phone in advance of Engagement. Artist/Performer may never use Barnard's name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of Barnard College Office of Communications.

14. **TAX EXEMPTION:** Barnard is a tax-exempt entity and Artist/Performer will take all steps necessary to ensure that tax-exemptions are utilized to maximum benefit to Barnard.

15. **NON-INFRINGEMENT:** Artist/Performer represents and warrants that the Artist/Performer is free to enter into this Agreement and that Engagement does not violate the terms of any agreement between Artist/Performer and any third party. Artist/Performer represents and warrants that Engagement will not infringe, violate the copyright, patent, trademark trade secret or any other right of any third party, and no additional permissions, clearances, assignments, or licenses are necessary to give full effect to the provisions of this Agreement. Artist/Performer represents and warrants that all copyright or similar permissions or licenses that may be necessary to perform the Engagement have been obtained and shall provide documentation to Barnard of such permissions upon request.

16. **GOVERNING LAW/VENUE:** All disputes regarding the construction, interpretation and parties' obligations under this Agreement will be governed by the laws of the State of New York, notwithstanding any of that state's laws to the contrary, regardless of the location of the Engagement. The venue and jurisdiction for the resolution of any such disputes will be State or Federal court in state of New York.

17. **INSURANCE:** Prior to Engagement on Barnard property, Artist/Performer has or will acquire Engagement Commercial General Liability insurance coverage for personal injury, bodily injury, and property damage with a minimum combined single limit of \$1,000,000 per occurrence. All such policies must be underwritten by a carrier licensed in New York and rated at least "A-" in Best's Key Rating Guide. "Barnard College, including its trustees, officers, employees and agents" must be named as additional insureds. Certificate(s) evidencing that the above insurance coverages-with a statement thereon that Barnard is an additional insured and that the insurance afforded is primary insurance as to any other valid and collectible insurance in force- must be sent to Barnard College, Office of the Vice President of Campus , 3009 Broadway, New York, NY 10027, before the Engagement begins. Artist/Performer is solely responsible for payment of premiums and deductibles for all of the aforesaid insurance. Should any of the aforesaid insurance policies be cancelled or materially changed, Artist/Performer will provide thirty (30) days prior written notice to Barnard College, Office of the Vice President of Campus Services, 3009 Broadway, New York, NY 10027. Artist/Performer will NOT ENTER upon Barnard property to perform hereunder unless Artist/Performer is insured in accordance with the above requirements. Artist/Performer will indemnify Barnard any and all losses suffered by Barnard for the failure of the Artist/Performer to be so insured.
18. **SECURITY:** Artist/Performer will comply with all security measures and procedures adopted by Barnard. Artist/Performer agrees not to engage in or encourage audience participation in behaviors that in any way threaten or endanger personal safety or security, including but not limited to stage diving, crowd surfing, floating or moshing. Artist/Performer agrees not to enter the audience at any point during the Engagement, nor invite or encourage audience members to come onto the stage, unless previously approved in writing by Barnard as part of the Engagement. Artist/Performer acknowledges that such behaviors significantly increase the risk of injury to patrons. Artist/Performer will be responsible for any all damage or injury arising from any such incident.
19. **ALCOHOL/DRUGS:** Barnard WILL NOT provide Artist/Performer or Artist/Performer's employees, agents, or guests with alcoholic beverages. Barnard policy prohibits Artist/Performer and Artist/Performer's employees, agents and guests from having alcoholic beverages or controlled dangerous substances on Barnard property. Artist/Performer will inform all of Artist/Performer's employees, agents and guests of this stipulation and will assist Barnard in enforcing this policy. In the event Artist/Performer arrives at the Engagement venue under the influence of intoxicating beverages or substances, Barnard may cancel this Agreement without liability.

20. **MERCHANDISE:** Artist/Performer will not sell any products at the Engagement, including but not limited to the sale of CDs, records, tapes or other mementos, unless agreed upon in advance in writing by Barnard.
21. **ROYALTIES/ FEES:** Any royalty fees such as to BMI, ASCAP or SESAC or any other fees or union dues, which may be required in connection with or as a result of the Engagement, are the sole responsibility of the Artist/Performer.
22. **COMPLIANCE WITH LAWS/ POLICIES:** Artist/Performer agrees to abide by all applicable federal, state and local laws and the policies of Barnard College. Artist/Performer is in compliance with state and city law regarding required employee trainings related to the prevention of sexual harassment, as applicable.
23. **NO ASSIGNMENT:** Neither party shall assign or delegate its rights and obligations under this Agreement or any part hereof without prior written consent of non-assigning or non-delegating party.
24. **SURVIVAL:** To the extent any term, covenant, condition or portion of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives.

Barnard College

Signature: _____ Date: _____
Name: _____
Title: _____

Artist/Performer

Signature: _____ Date: _____
Name: _____
Title: _____
Address: _____
Telephone: _____
Email: _____
Social Security (Last Four Digits): _____
Tax I.D Number: _____