SMITH COLLEGE
Simple Performing Artist’s Agreement

**THIS PERFORMING ARTIST'S AGREEMENT** (“Agreement”) is made on the date of \_\_\_\_\_MM.DD.YYYY\_\_\_\_\_ between the Trustees of the Smith College acting through the \_\_\_\_\_Office/Department Name\_\_\_\_\_ (herein after called “Sponsor” or “Smith College”) and \_\_\_\_\_Artist’s Name\_\_\_\_\_ (herein after called the “Artist”) for \_\_\_\_Description of Service\_\_\_\_. The program shall take place on \_\_\_(Date)\_\_\_ at \_\_\_Time\_\_\_ and shall last for \_\_\_Duration\_\_\_ held in \_\_\_Location\_\_\_ (the “Performance”). The title of the Performance shall be \_\_\_Performance Title\_\_\_. Payment of \_\_\_Payment Amount\_\_\_ (the “Fee”) payable by a Smith College check/EFT will be paid to the Artist provided all requirements as outlined in this Agreement are met.

# Obligations of the Artist

## Artist or Artist’s representative must call the Sponsor’s Representative at least 48 hours prior to the hour of performance stating the expected time of arrival, where the Artist is staying, and the method of transportation. If delays are incurred in route to the Performance site that might affect the Performance time, prior notification shall be given to the Sponsor’s Representative.

**Sponsor’s Representative:**

Office or Department Name

Campus Address

Contact Number: (413) 585-XXXX

Emergency Contact: Public Safety (413) 585-2490

## Transportation and housing arrangements will be the responsibility of the Artist unless otherwise specified in this Agreement.

## Artist represents that they are providing a completely self-contained performance and will not require supplemental musicians, equipment, musical instruments or other services by and/or at the expense of Smith College unless otherwise specified in the Agreement or a rider thereto (the “Rider”). Smith College is not responsible for any equipment not specifically stated in the Agreement or Rider. The Artist agrees that if they do not use the equipment stated in the Agreement or Rider Artist shall pay for all rental costs of said equipment incurred by Sponsor.

## Artist agrees that all public appearances during the time period commencing forty-eight (48) hours prior to the Performance and continuing twenty-four (24) hours after the Performance, within a twenty-five (25) mile radius of the Smith College Campus Center, Northampton, Massachusetts shall be pre-approved by Smith College, provided, however, that such approval shall not be unreasonably withheld.

## Artist agrees that they will not advertise the performance, by formal or informal means, without the express written consent of Smith College. Smith College agrees to provide the appropriate advertisement of the performance, as outlined in the *Guidebook for Student Organizations* and the *Smith College Handbook*.

## Artist agrees that any of theirs guests (meaning individuals not otherwise eligible to attend the Performance or for whom the Artist wishes any admission fee to be waived) attending the Performance must be pre-approved by Smith College’s Representative based on a list provided at least five (5) days prior to the Performance. For events within the Smith College residence houses guests are not permitted.

## Artist and anyone performing with Artist will not be allowed to perform their obligations under this Agreement including, but not limited to, appearing before the public if it is discovered that Artist and/or any of Artists' agents, employees, or contractors is under the influence of alcohol or illegal drugs prior to or during the Performance. Such determination shall be made in the objective opinion, but at the sole discretion of, a Smith College campus safety officer. Artist agrees to forfeit all payment owed by Sponsor in the event a determination has been made that Artist and/or any of Artist's agents, employees, or contractors is under the influence of alcohol and/or illegal drugs either immediately prior to or during the Performance.

## Artist will indemnify and hold harmless the Indemnified Parties, from any and all claims or expenses arising out of any injury to or death of the Artist or any of Artist's agents, employees, contractors or guests while on the campus of Smith College during preparation for, performance, presentation or breakdown of the Performance. Artist shall indemnify and hold Sponsor harmless from any and all liability and claims arising from their acts or omissions or those of their agents, employees, guests or contractors in connection with the Performance, whether occurring due to defamation, copyright infringement, or otherwise.

## Artist shall maintain such insurance as necessary to meet the indemnity obligations outlined in this Agreement.

# Obligations of Smith College

## Smith College shall be relieved of any obligation to meet the responsibilities of this Agreement if prevented from doing so because of an “Act of God”, which shall include riots, epidemics, strikes, and any act or order of public authority, and other similar cause beyond the control of Smith College. Neither party shall be responsible for the direct or consequential damages suffered by the other party in the event an Act of God or other similar occurrence prevents the performance of the terms of this Agreement.

## Sponsor reserves the right to prorate the Performance Fee and any expenses, or cause this Agreement to be null and void if, in the adjustment, undue delays or damages, regardless of cause, on the part of the Artist and/or any and all of their agents, employees, guests or contractors effect a time significantly later than herein stipulated for the commencement of the Performance.

## Advance payment(s) or deposit(s) of the Performance Fee and any applicable expenses to Artist will not be made prior to the completion of the Performance and payment will be made exclusively by a Smith College check. It is understood by Artist and/or Artist's agent that the check will be mailed directly from the Smith College Controller’s Office following the performance only if Artist and/or Artist's Agent furnishes Sponsor with a fully executed Agreement and appropriate tax forms no later than fifteen (15) days prior to the date of the Performance.

# General Terms

## The laws of the State of Massachusetts shall govern the validity, construction and effect of this Agreement. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Hampshire County in the State of Massachusetts in accordance with the laws of that state.

## In the event the location of the Performance is rendered unsuitable for the conduct of activities or events by reason of Force Majeure, Smith College may terminate this Agreement upon reasonable notice following such casualty and Smith College shall not be responsible for any damages sustained by Artist, but Artist shall be entitled to a pro rata return of any sum paid or any other acceptable arrangement mutually agreed to be the parties. “Force Majeure” shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control or authority of Sponsor.

## Artist shall indemnify and hold harmless Smith College, its governing board, officers, employees, and agents, from any and all liability and claims arising in connection with such liability caused by, or arising out of death or injury to any person or damage to property, caused by or arising out of activities of Artist and their members, agents, employees or contractor while on-campus during the preparation, presentation or breakdown of the Performance. Artist shall indemnify and hold Smith College harmless from any and all liability and claims arising in connection with the Performance, whether occurring due to defamation, copyright infringement, or otherwise.

## This Agreement and any Rider or other addenda hereto constitute the entire agreement between the parties and there are no oral or other representations or conditions regarding the subject of this Agreement that are binding on either party. All changes to this Agreement or its addenda must by in writing and signed by both parties.

## This Agreement may be signed in counterparts and delivered electronically, each of which counterpart signature, when delivered, shall be deemed and original and all of which counterparts shall constitute one document. The individuals signing below hereby represent and warrant that each is duly authorized to execute and deliver this Agreement on behalf of Artist and Smith College respectively, and that this Agreement is binding upon Artist and Smith College in accordance with its terms. If this Agreement is signed by an agent of Artist, the Agent expressly warrants that they are authorized by Artist to execute this Agreement for Artist for the Performance and that, once so executed, the Agreement is legally binding obligation of the Artist.

## The Performance shall not be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement, signed by the Artist, relating to and permitting such recording, reproduction, or transmission.

## It is agreed to and understood that Smith College has final control over all matters pertaining to the Performance.

## In the event of any conflict, inconsistency, or incongruity between the provisions of the Agreement and any riders, addenda or amendments hereto the provisions of this Agreement shall in all respects govern and control.

THIS MUST BE FILLED IN BY ARTIST AND/OR AGENT

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Name of Individual/Business on W-9)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Address)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(City) (State) (Zip Code)

**IF THE INFORMATION ABOVE IS NOT PROVIDED, NO CHECK(S) WILL BE ISSUED FOR PERFORMANCE FEES.**

**THIS OFFER IS ONLY GOOD FOR 21 DAYS FROM RECEIPT BY ARTIST, IF SPONSOR DOES NOT RECEIVE A SIGNED COPY OF THIS CONTRACT WITHIN THAT TIME, THE OFFER WILL BE RESCINDED. NO SERVICES MAY BE RENDERED WITHOUT A SIGNED CONTRACT.**

PRIOR TO PAYMENT THE ARTIST MUST BE ON-BOARDED AS A SUPPLIER IN WORKDAY. TO ON-BOARD A NEW SUPPLIER, PLEASE SUBMIT COPIES OF THE ARTIST’S W-9 and SMITH COLLEGE SUPPLIER ON-BOARDING FORM TO supplier@smith.edu.

AGREED TO AND ACCEPTED: AGREED TO AND ACCEPTED:

For Smith College Artist

By: By:

 Title: Date:

Date

Sponsoring Organization: