

John Carroll University Standard Performance Contract

This Agreement is entered as of the ____ day of _____, 20__ by and between John Carroll University, an Ohio educational institution located in University Heights, Ohio (the “University”) and _____ (“Artist”) in consideration of the promises and mutual covenants contained herein.

Details of the Event:

- a. Date: _____
- b. Time of Performance: _____
- c. Length of Performance: _____
- d. Fee: _____
 - i. Check Payable to: _____
- e. Arrival time: _____
- f. Load in time: _____
- g. Sound check (if applicable): _____
- h. Primary Contact:
 - i. For University

Middle Agent Name and Contact Information (if applicable)

- ii. For Artist:

- i. Expenses (if applicable):
 - i. Lodging:
 - ii. Meals:
 - iii. Transportation:

1. **Payment.** Provided that the University representative (identified above) receives a signed contract more than two (2) weeks prior to performance, all payments owed to Artist will be made by University check *after* performance within fifteen (15) days. If the signed contract is received less than two (2) weeks before the event, monies owed will be sent by check after performance within fifteen (15) days of receipt of fully executed contract.

2. **Taxes.** All monies paid to Artist under this Agreement may be subject to automatic tax withholding if the University is required by law to withhold such amounts for tax purposes.
3. **Dressing Room and Hospitality.** The University will make reasonable, good faith efforts to provide the dressing room requirements and hospitality indicated in the Artist rider, if any. Artist further recognizes that the University is prohibited by the University policy to provide Artist with any alcoholic beverages or tobacco products or paraphernalia while on campus. Unless specified on the cover page, transportation, meals, and housing arrangements shall be the sole responsibility of Artist.
4. **Event Technical Requirements.** If Artist has requested in an addendum or rider attached to this Agreement that University provide sound equipment, stage equipment, lighting, or any other equipment for the Event, the University will use its reasonable efforts to provide it. If the University is unable to obtain the exact equipment, lighting or otherwise that Artist requests, the University and the Artist will work together to find suitable replacement equipment. The University does not warrant that the equipment requested by Artist will be sufficient for Artist's specific needs. The University shall not be responsible for equipment requests not specifically stated in an addendum or rider attached to this Agreement.
5. **Advertising.** The University shall have complete control over advertising, billing, and promotion of the Event. Artist agrees to furnish, at its own expense, advertising and promotional materials to the extent that Artist has such materials available for distribution. Artist further hereby grants the University the right to use Artist's name, recorded voice, biographical materials, pictures, and likeness for advertising, promotion, and publicity purposes in connection with the Event and thereafter.
6. **Sponsors.** The University reserves the right to engage outside sponsors for this engagement. Artist may not engage outside sponsors for his performance without the written permission of the University.
7. **Reproduction of Performance.** Neither party may broadcast, photograph or record any portion of the Performance in any medium without the written consent of the other party; provided, however, that the University shall be entitled to make an archival record of the Performance in any medium. The University shall use reasonable efforts to deny entrance to any persons carrying audio or video recording devices, but the University does not guarantee that such recordings will not be made.
8. **Performance of Services.** The Artist will render all services provided hereunder in a professional manner, subject to John Carroll's reasonable direction and control. Artist shall have creative control over the Event's production, presentation and artistic performance; provided, however, that Artist shall not engage in any violent or obscene behavior, nor shall Artist encourage or entice patrons to engage in violent, destructive, or riotous behavior. The University retains the right to control all other aspects of the Event, including sound levels.

9. **No Agency Relationship.** It is agreed that the Artist signs this contract as an independent contractor and not as an employee. This contract shall not in any way be construed so as to create a partnership, or any kind of joint undertaking or venture, between the parties hereto.
10. **Compliance with Laws.** Artist agrees to comply with all federal, state, and local laws and regulations applicable to activities conducted pursuant to this Agreement. The University will similarly comply with all applicable laws and labor regulations.
11. **Conduct of Personnel.** While at any University location, Artist and his/her agents shall comply with all reasonable requests, standard rules and regulations of John Carroll communicated to Artist regarding personal and professional conduct.
12. **Security.** The University will provide reasonable security for the performance, if required; however, it cannot guarantee the safety of Artist or their possessions.
13. **Use of John Carroll Name.** Artist may not, at any time prior to, during, or after the end of the Agreement, use John Carroll University's name, logo, or trademark for any purpose without the prior written consent of John Carroll.
14. **Merchandise.** Artist may not sell merchandise on John Carroll's campus.
15. **Pyrotechnics.** Artist may not use any pyrotechnics, fireworks, or other similar special effects in the course of the performance.
16. **Force Majeure.** Neither party shall be liable to the other for any delay or default in performing hereunder if such delay or default is caused by conditions beyond such party's reasonable control including, but not limited to, acts of God, wars, strikes and severe weather conditions.
17. **Insurance.** Artist shall carry insurance in accordance with the insurance indicated by the Director of Risk Management on Insurance Attachment A, which is incorporated by reference.
18. **Liability.** The University shall not be liable for lost profits, work stoppage, or any other special, indirect, or consequential damages of any kind.
19. **Indemnification.** The Artist shall indemnify, defend and hold harmless John Carroll its related entities, officers, agents and employees from and against all claims, legal proceedings or damages, arising out of Artist's negligence or willful misconduct.
20. **Governing Law.** This Agreement is governed by and interpreted in accordance with the laws of the State of Ohio, without regard to conflicts of law. All disputes arising out of this Agreement hereunder shall be resolved in the applicable state or federal court in Cleveland, Ohio. The parties consent to the jurisdiction of such courts and waive any

jurisdictional or venue defenses otherwise available. Under no circumstances will any disputes arising out of the interpretation or performance of this Agreement be subject to arbitration.

21. **No Assignment.** This Agreement cannot be assigned or transferred without the written consent of both parties.

22. **Exercise of Rights.** Artist agrees to reasonably exercise all rights under this Agreement.

23. **Amendment.** This Agreement may only be amended in writing, signed by each of the parties hereto and specifically referring to this Agreement.

24. **Execution of Agreement.** This Agreement may be executed in multiple counterparts. This Agreement will not be held unenforceable if signatures are exchanged electronically.

IN WITNESS WHEREOF, the parties have caused the signature of their duly authorized representatives to be affixed hereto, as of the date specified below:

FOR ARTIST

Name (in print): _____

Title: _____

Date: _____

FOR UNIVERSITY:

Name (in print): _____

Title: _____

Date: _____