

**AGREEMENT FOR PERFORMANCE EVENT CONTRACT
BY AND BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
ON BEHALF OF
ALBANY STATE UNIVERSITY
AND
Consultant's Name**

This **PERFORMANCE EVENT CONTRACT**, hereinafter referred to as "Agreement", is made this _____ day of _____, 20____ entered into by and between The Board of Regents of the University System of Georgia on behalf of Albany State University, located at 504 College Drive in Albany, Georgia 31705, hereinafter referred to as the "University" and _____, located at _____, hereinafter referred to as "Performer."

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract.

WHEREAS, in consideration of the mutual promises contained herein, the Parties hereby agree that Performer shall timely and competently perform the event at the time and place stated below, as follows:

Section I. PARTIES:

Albany State University:

CONTACT NAME:

STUDENT ORGANIZATION OR
DEPARTMENT:

PHONE: _____

FAX: _____

EMAIL: _____

PERFORMER:

FULL LEGAL NAME OF PERFORMER:

TYPE OF BUSINESS: _____

STATE OF BUSINESS REGISTRATION: _____

BUSINESS ADDRESS:

CITY, STATE,

ZIP: _____

FEIN or TAX ID#: _____

CONTRACT or STAGE NAME:

PHONE: _____

FAX: _____

EMAIL: _____

Section II. PERFORMANCE.

Place of Performance: _____
Date(s): Beginning on _____ and ending on _____.
Set up and ready to perform at (time): _____
Time of engagement: From _____ to _____
Type of engagement: _____

Section III. PAYMENT TERMS.

1. **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of _____ payable upon invoice after satisfactory completion of the Performance. The invoice and any supporting documentation shall be submitted to _____.

If travel or per diem expenses are to be paid to Performer, Performer agrees to provide acceptable supporting documentation (original receipts) to the University for these expenses which shall comply with the Travel Guidelines published by the Board of Regents of the University System of Georgia.

2. Check to be made payable to: _____
Social Security/Federal Tax ID# (required): _____

Section IV. GENERAL TERMS AND CONDITIONS:

1. In any event that the performance of any covenant(s) of this contract shall be prevented by an act of God, physical disability, act or regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, war, epidemic, interruption of transportation, or any other circumstance beyond their control, the Performer and UNIVERSITY shall respectively be relieved of their obligations stated in this contract. Any funds paid in advance of the performance shall be used to secure a future engagement that is mutually accepted to both UNIVERSITY and Performer. If the parties cannot agree to a future date, Performer shall immediately return the full fee paid to the UNIVERSITY.
2. All exhibits referenced in this Contract must be attached and initialed by the signatories. All such exhibits are hereby incorporated as if fully set forth herein.
3. The parties aver that:
 - a. The Performer is not subject to UNIVERSITY's control as to the means and methods of accomplishing the work to be performed hereunder, but UNIVERSITY may specify and control the result to be accomplished including any specifications, standards, or requirements;
 - b. The Performer selects its own customers or clients and is free to contract with others during the term of this Contract as long as said other engagements do not interfere with the date, time and occurrence of the performance herein;
 - c. The party before signing has read and understood this Contract, in its entirety, and the person signing on behalf of the party has the legal authority to bind the party to this Contract.

4. If this contract is cancelled by the Performer on or after 30 days prior to the scheduled date of performance, the Performer shall reimburse UNIVERSITY for all production, advertising, promotion and labor costs associated with the performance incurred up to the date of cancellation.
5. If the performance involves physical activities that may result in bodily injury or damage to property, the Performer shall be required to obtain and maintain at all times during the term of this Contract Insurance in the following kinds and amounts:
 - a. Worker's Compensation and Employer Liability as required by State statute;
 - b. General, Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) minimum coverage of \$1,000,000 Aggregate limit;
 - c. The Performer shall furnish certificates showing adequate insurance coverage to UNIVERSITY at the time of execution of this Contract and, thereafter, whenever such insurance is renewed or a change in coverage is effected, or upon request by UNIVERSITY, at any time upon reasonable notice.
6. Performer agrees to the video/audio taping of the described performance herein to be used strictly for educational and archival purposes. University warrants that no commercial or revenue generating activities shall result from said taping.
7. **Legal Authority.** The Performer warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Performer to its terms. The person(s) executing this contract on behalf of the Performer warrant(s) that such person(s) have full authorization to execute this contract.
8. **Non-Assignment.** Performer shall not assign or subcontract any of its obligations under this contract without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this contract, without waiver of any other right or remedy, upon notice of Performer's assignment in violation of this section.
9. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
10. **Entire Agreement.** This Contract constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.
11. **Amendment.** No amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
12. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
13. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.
14. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive

orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

- 15. **Governing Law, Jurisdiction and Venue.** This contract shall be interpreted and enforced under the laws of the state of GEORGIA, without regard to its choice of law rules. Any action arising under this contract shall be filed and tried, if at all, in the Superior Court of Dougherty County, Georgia. If there is federal court jurisdiction, suit may be brought alternatively in United States District Court in the Middle District of Georgia.
- 16. Neither Performer nor any personnel of Performer will for any purpose be considered employees or agents of University. Performer assumes full responsibility for the actions of Performer’s personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker’s compensation and disability benefits.
- 17. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 18. **Contract Certification.** Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
- 19. **Additional Provisions.** Any additional provisions to this Contract are set forth in Attachment A, which if attached and initialed by the parties, is hereby incorporated by reference.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT:

PERFORMER:

Legal Name of Contracting Entity

Social Security Number or FEIN

Signature of Authorized Officer (date)

Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal)

By _____
(Corporate Secretary or Equivalent)

UNIVERSITY:

By: _____
(date)

Printed Name: _____

Title: _____
University President or Designee

ATTACHMENT A

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Initials:

