

# UNIVERSITY OF HARTFORD

## ENTERTAINMENT SERVICES AGREEMENT

This Agreement between The University of Hartford (“*University*”) and \_\_\_\_\_ (“*Artist*”) (each individually, a “*Party*” and collectively, the “*Parties*”) takes effect on the last date signed below (“*Effective Date*”).

### Background

- Artist, who is represented by \_\_\_\_\_ (“*Agent*”), provides entertainment services of the following topic or type of performance: \_\_\_\_\_ (“*Services*”).
- University desires Artist to provide Services at on \_\_\_\_\_ (“*Date*”) at \_\_\_\_\_ (“*Venue*”) for purposes of a \_\_\_\_\_ that University has scheduled (collectively, the “*Event*”).

The Parties agree as follows:

### I. Services.

- A. Engagement. In exchange for compensation set forth in this Agreement, Artist must provide Services at the Event from: \_\_\_\_\_ (starting time) to \_\_\_\_\_ (ending time). Services include no other activity unless specified as follows: \_\_\_\_\_.
- B. Independent Contractor. Artist is an independent contractor under this Agreement and the Parties neither intend nor create any partnership, joint venture, employment or other relationship under the Agreement.

### II. Payment.

- A. Amount. University must pay Artist \_\_\_\_\_, which payment is full compensation (with no further obligation to bear any applicable travel expense) for Services, payable to \_\_\_\_\_, at \_\_\_\_\_.
- B. Procedure. University’s payment procedure is set forth in the University Rider set forth in Attachment 1 (attached and incorporated into this agreement).
- C. Controlled Substances. Artist must neither consume nor possess alcohol or any illegal substance at the Venue. Upon any violation of this paragraph, ARTIST FORFEITS ANY PAYMENT RIGHT UNDER THIS AGREEMENT.
- D. Decorum Violation. Attachment 1 sets forth Artist’s decorum requirements. If the University cancels part or all of the Services due to any violation of those requirements, THEN THE UNIVERSITY RESERVES A RIGHT TO WITHHOLD PART OR ALL OF ANY PAYMENT SET FORTH ABOVE, with no further liability under this Agreement. The University also reserves a right to withhold all payment if the University determines at its sole discretion that Artist has arrived to the Event incapable of performing on a professional level.

- III. **Term; Cancellation; Termination.** “*Term*” means a period during which this Agreement has effect.

- A. Duration. The Term begins on the Effective Date and expires once the University has delivered any due payment as set forth under the Agreement.
- B. Cancellation. Attachment 1 sets forth the University's right in whole or in part to cancel the Services, based on any Artist failure to comply with its VOLUME or DECORUM provisions.
- C. Termination. Each Party has a right to terminate this Agreement for convenience upon providing at least ten days' advance written notice to the other Party.
  - 1. *By University*.
    - a. For Cause. The University has no further liability under the Agreement upon any termination under this paragraph or its subparts. The Agreement immediately terminates if the University cancels all of the Services. University has a right immediately to terminate this Agreement in its entirety upon any of the following occurrences:
      - i. University reasonably and timely determines that this Agreement is contrary to the University's conflict-of-interests policy;
      - ii. University determines that Artist under any circumstance is unable to perform as scheduled;
    - b. For Convenience. If the University terminates for convenience, then its liability to Artist is limited to any expense that Artist specifically has incurred for the Agreement before the termination takes effect.
  - 2. *By Artist*. Attachment 1 sets forth an arrangement to suspend the Parties' duties upon any Force Majeure (defined below). If that suspension continues for more than two weeks, then Artist has a right immediately to terminate the Agreement upon providing written notice to University. Upon receiving that notice, University must pay Artist any then-due compensation that has accrued as of the date of that notice. The Parties are released from any continued Agreement obligation as soon as University has complied with that payment duty.
- D. Post-Term Duties. Upon the Term's end, Artist promptly must deliver to University:
  - 1. any script, prop, uniform, costume, document, data or material that Artist has received from University (or on University's behalf) belonging to or concerning University or relating to University's affairs; and
  - 2. any document or material (including any uniform or costume that University has provided to Artist) containing or constituting Confidential Information (defined below).

#### IV. **Liability Allocation.**

- A. Insured Risk. Artist is cognizant of any inherent danger or risk involved in this activity, including bodily injury. Artist must perform and discharge each Agreement obligation as an independent contractor under each then-applicable

law including, but not limited to: any Social Security law, and Workers Compensation Insurance and Public Liability Insurance.

B. Injury; Property Damage.

1. *From Services.* Artist assumes responsibility for any injury or property damage that results from Services. Artist holds the University harmless from that injury or property damage, including any resultant claim.
2. *University Property Damage.* For this paragraph's purposes, "Artist" includes as appropriate Artist's agents, employees or contractors. If Artist damages any portion of the University facilities and equipment by any act, omission, default or negligence, then Artist incurs a financial duty set forth in this paragraph. Upon that occurrence, Artist must pay to University a sum equal to the cost of repairing the damage and restoring the facility or equipment to the condition existing before the damage.

C. Force Majeure. "Force Majeure" means any cause beyond a Party's reasonable control including, but not limited to: Artist's proven detention by sickness or injury; civil tumult; strike; lockout; epidemic; war; fire; act of God, or other condition beyond University's reasonable control affecting the Venue's availability or accessibility. Upon any termination caused by Force Majeure, neither Party has any financial obligation to the other Party unless this Agreement specifies otherwise. Neither Party is responsible for its failure to perform any Agreement duty when that failure is due to Force Majeure.

D. Release. ARTIST RELEASES AND FOREVER DISCHARGES UNIVERSITY OF – AND FROM – ANY ACTION, CAUSE OF ACTION, SUIT, DAMAGE, CLAIM, DEMAND OR LIABILITY THAT ARTIST AND ARTIST'S HEIRS, ADMINISTRATORS AND EXECUTORS HAVE AGAINST UNIVERSITY OR ITS SUCCESSORS AND ASSIGNS BY REASON OF ANY INJURY SUFFERED IN CONNECTION WITH FULFILLING ARTIST'S OBLIGATIONS UNDER THIS AGREEMENT.

V. **Confidentiality.** "Confidential Information" means any trade secret or proprietary information, including but not limited to any training procedure, employee procedure, product process, ingredient or formulation, business strategy, overall operation or related data or information.

A. General Duty. During the Term and for one year after the Term for any reason ends, Artist must not use or disclose or make available to anyone for use outside University any Confidential Information that Artist obtains under this Agreement.

B. Equitable Relief. The Parties understand that University:

1. has no adequate remedy at law for Artist's unauthorized use or disclosure of Confidential Information; and
2. is entitled to equitable relief by way of injunction or otherwise without further proof of irreparable harm for any actual or threatened violation of Artist's confidentiality duty under this Agreement.

VI. **Legal Compliance.** The parties must comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

**VI. Miscellaneous.**

- A. Disputes. Any controversies between the parties shall be resolved through arbitration to be agreed to by the parties.
- B. No University Connection. By signing the agreement, Artist certifies that it does not include – and has never included – any student, or employee of the University during the preceding twelve months. University has a right to make payment via roster otherwise.
- C. Binding Authority. Each Party must ensure that any individual signing on its behalf has full authority to do so. That Party and affirms that this Agreement constitutes that Party’s legal and binding obligation.
- D. Amendment. A Party has no right to modify this Agreement other than by a written instrument that both Parties sign.
- E. Complete Agreement. This Agreement is the complete understanding between the Parties and supersedes any prior written or oral representations or commitment concerning its subject matter.

Signed:

**The University of Hartford**

**Artist Name:** \_\_\_\_\_

\_\_\_\_\_  
*University of Hartford signature*

\_\_\_\_\_  
*Artist Signature*

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment 1

### University Rider

1. **ARTIST SUPPORT PERSONNEL.** For this Rider's purposes, "Artist" includes as appropriate any support personnel that accompany Artist for this Agreement's purposes.
2. **VOLUME.** University retains complete discretion to control the audible volume of the Services. University has a right immediately to cancel Artist's performance if Artist fails after two University warnings to comply with University's volume controls.
3. **SET-UP.** Artist must be present at the Event location no later than 120 minutes before the Services' starting time to complete each technical arrangement and set-up. Artist must complete each sound check or rehearsal no later than sixty minutes before the performance starting time.
4. **PAYMENT.**
  - a. No Other Resource. University has no obligation to arrange – or bear any expense on Artist's behalf – for any transportation, meal or other accommodation related to this Agreement. But the University at its discretion may provide any related information that Artist or Agent requests.
  - b. Policy. Under the University's fiscal policy, the University makes all payment via University check, pays no deposit or advance payment, and pays no check to a third-party payee.
  - c. Deadline.
    - i. *In General.* This paragraph applies only if the Parties have signed the Agreement as of two weeks before the Event Date. Unless this Agreement specifies otherwise, University must pay Artist by University check no later than thirty minutes after Artist has completed the Services. University must expedite its check-writing process to meet this deadline.
    - ii. *If Signed Under Two-Weeks Before Event.* If the Parties have not signed the Agreement as of two weeks before the Event Date, then the University must pay Artist any due amount no later than ten working days after the Services end.
  - d. W-9 Filing. Artist must ensure that the attached W-9 information set forth as Exhibit 2 (attached and incorporated into this Agreement) matches any payee description that Artist intends for University's payment. Artist has no duty to provide that W-9 information if the Parties confirm that University already has that information in its records. If that W-9 form is to contain a social security number rather than a tax identification number, then Artist must submit an independent contractor form along with the W-9 form.
5. **TAX FILING.** Artist understands that the University of Hartford will issue an Internal Revenue Service Form 1099 from the information on this Agreement.

6. **DECORUM.** Artist must maintain appropriate language, attire, demeanor and behavior commensurate with local law governing the normal use of public property. The University has authority to cancel the Services in whole or in part if the Artist fails to comply with this paragraph after being issued one warning by the University or any applicable law enforcement personnel.
7. **RIGHT TO USE ARTIST TRADE IDENTITY.** In exchange for the compensation set forth under this Agreement, Artist grants to the University a right to use Artist's name and likeness in connection with any University trade name, trademark, training program, advertising or other commercial or business purpose that relates to the Agreement.
8. **INTERRUPTION.** Upon any interruption that results from any cause beyond University's reasonable control and prevents University from producing the Event:
  - a. the Parties' duties are suspended, subject to Artist's termination right as set forth under the Agreement; and
  - b. University's reserved rights include a right to schedule any other performer if Artist is unable to perform as scheduled.
9. **ARTIST COOPERATION.** University has a right to have Artist photographed or videotaped while at the University's campus. Artist must cooperate with any University effort to promote the University to media and any other promotional avenue. University is entitled to:
  - a. advertise the Event and the Artist to any extent and through any medium that the University considers appropriate; and
  - b. use perpetually any photograph or video of Artist or other promotional material in connection with promoting the University.
10. **ARTIST'S VALUABLES.** University has no duty to repair or replace any Artist equipment. Artist understands also not to bring valuables to the University. The University is not responsible for any:
  - a. lost or stolen personal belonging of Artist; or
  - b. Artist equipment, prop, costume, or personal belongings; or for equipment or other property lost, damaged or stolen while at University.
11. **MERCHANDISING.** Artist must obtain University's written consent no later than \_\_\_\_ days before soliciting any fund or contribution whether directly or through selling (or offering to sell) any product, service or other commercial item.
12. **COMPLIMENTARY TICKETS.** University has exclusive authority to issue any complimentary ticket to the Event. But upon request by Artist or Agent no later than \_\_\_\_ working days before the Event, the University will give no more than \_\_\_\_ complimentary tickets to Artist or Agent.
13. **CONTROLLING PROVISIONS.** No rider or other document that Artist or Agent causes to be incorporated into the Agreement supersedes this University Rider.

14. **INSURANCE; INDEMNITY.** University has discretion to require Artist to provide appropriate insurance coverage in connection with this Agreement's activity, and to require Artist to provide a certificate evidencing that coverage no later than five business days before the Event, naming the University as an additional insured.

Signed:

**The University of Hartford**

**Artist Name:** \_\_\_\_\_

*University of Hartford signature*

\_\_\_\_\_  
*Artist Signature*

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_