

**BOWIE STATE UNIVERSITY
ENTERTAINMENT/CULTURAL EVENT CONTRACT**

This Agreement, effective on _____ is entered into by and between **BOWIE STATE UNIVERSITY**, an agency and instrumentally of the State of Maryland, located in Bowie, Maryland 20715, on behalf of _____ (“Sponsoring Department”), and _____ (**ARTIST**), contracting through and represented by _____ (**AGENT**), for the performance of _____. In consideration of the promises herein set forth and for other good and valuable consideration, the receipt and legal sufficiency of which the parties hereby acknowledge the parties mutually agree as follows:

I. PERFORMANCE:

- A. ARTIST shall perform at the following time, place and location (Rehearsal Location)
 - 1. DATE:
 - 2. TIME:
 - 3. LOCATION:

- B. ARTIST shall rehearse at the following time, place and location (Rehearsal Location)
 - 1. DATE:
 - 2. TIME:
 - 3. LOCATION:

- C. There will be _____ intermission(s) of _____ minutes at _____.

- D. ARTIST will be allowed reasonable access to the Performance Location after the performance for removal of ARTIST’s equipment and staging.

II. PAYMENT OF ARTIST:

- A. BOWIE STATE UNIVERSITY shall pay only for items and services specifically identified in this Agreement and any written rider hereto.

- B. Subject to II.A, BOWIE STATE UNIVERSITY agrees to issue payment for the Performance in the amount of \$_____dollars.

- C. Payment shall be made by check issued to:_____. Payment shall be made within fourteen (14) days of performance.

- D. Payment shall include the payee’s Federal Tax identification number or social security number: _____.

- E. ARTIST or ARTIST's authorized representative shall be solely responsible for compensating individual performers and for complying with all applicable state and federal laws of Internal Revenue Service regulations pertaining to the withholding of taxes and all applicable union and guild rules including those pertaining to deduction of dues and contributions of payments to health and welfare funds. Under no circumstances will BOWIE STATE UNIVERSITY have any responsibility for the matters described in this section.

III. GENERAL ARTIST OBLIGATIONS:

- A. ARTIST agrees to comply with BOWIE STATE UNIVERSITY regulations and all federal, state, and local laws, regulations and ordinances applicable to ARTIST's activities and obligations under this contract; and
- B. ARTIST shall have full responsibility to notify national and local unions and guilds whether their requirements will apply to Support Personnel for the performance; and
- C. When ARTIST performs, displays or causes to be performed or displayed in connection with the Performance any work, without limitations, for which ASCAP, BMI, OR SESAC is not authorized to grant public performance licenses. ARTIST shall assume sole responsibility for the application, registration and acquisition of any and all licenses and permissions; the payment of any and all royalties and license fees, and the submission of any programs.

IV. GENERAL UNIVERSITY OBLIGATIONS:

- A. If applicable and specifically agreed to in a rider to this Agreement, BOWIE STATE UNIVERSITY will furnish for the Performance and rehearsals, at its expense.
 - 1. A suitable theatre, hall or auditorium, well heated, lighted, clean and in good order; and
 - 2. Sufficient microphones, mixing equipment, monitors and house speakers in good working condition.
- B. If applicable and specifically agreed to in a rider to this Agreement, BOWIE STATE UNIVERSITY will provide, at its expense, the services of stage hands, stage carpenters, electricians, electrical operators, sound men, spot light operators, dressers, property men, wardrobe personnel, additional and/or standby—by musicians and other support personnel (Support Personnel).
- C. BOWIE STATE UNIVERSITY will not position seats on the stage without the ARTIST's prior consent; and
- D. If BOWIE STATE UNIVERSITY determines, in its sole discretion, that the Performance warrants security services, BOWIE STATE UNIVERSITY shall provide such services, at its own expense; and

- E. BOWIE STATE UNIVERSITY shall be responsible for copyright obligations, including the payment of any royalties and the submission of any programs, solely for musical works the ARTIST performs, presents or causes to be performed for which ASCAP, BMI, or SESAC holds licensing authority. BOWIE STATE UNIVERSITY's obligation under this subsection does not extend to musical works performed on a coin-operated phonorecord player or jukebox; the simultaneous broadcast, telecast, cablecast or other transmission of any kind, for example by Internet or on-line service or the use of a musical work in a dramatic or dramatic-musical setting.

V. TICKETS, PUBLICITY, HOUSE PROGRAMS:

- A. If applicable, BOWIE STATE UNIVERSITY shall furnish all tickets, ticket sellers for advance or single sales (wherever sales take place) and ticket takers.
- B. If specifically agreed to in a rider to this Agreement, BOWIE STATE UNIVERSITY shall provide ushers, at its own expense.
- C. ARTIST agrees to furnish advertising materials, copy for programs, photographs or other likenesses of ARTIST, and similar materials to BSU sufficiently in advance of the Performance Date to permit BSU to use the materials in advertisements, announcements, house programs and other promotional or performance materials (Promotional Materials).
- D. BOWIE STATE UNIVERSITY agrees to obtain ARTIST's consent before BSU uses in Promotional Materials any image of the ARTIST that the ARTIST or AGENT has not furnished.
- E. BOWIE STATE UNIVERSITY shall prepare, reproduce, display and distribute Promotional Materials, at its sole expense.
- F. BOWIE STATE UNIVERSITY will print the following credit line on written Promotional Materials: _____.

VI. LIMITATIONS ON RECORDING:

- A. BOWIE STATE UNIVERSITY shall exercise reasonable care to prevent the recordation, reproduction or transmission of the performance of ARTIST, unless otherwise agreed to in writing.

VII. ARTIST VENDORS:

- A. Unless specifically forbidden at the Performance Location, ARTIST may contract with vendor(s) of ARTIST's own choosing to sell souvenir programs,

recordings and other ARTIST related merchandise at the Performance Location, subject to the following conditions:

1. All vendor agreements shall be subject and subordinate to pre-existing concession agreement(s) applicable to the Performance Location; and
2. BOWIE STATE UNIVERSITY shall specify in which public areas of the Performance Location sales may occur. Sales activity shall occur prior to the Performance, during intermission, if any, and after the Performance only.
3. BOWIE STATE UNIVERSITY will cooperate with ARTIST or ARTIST's vendors to accommodate reasonable and timely requests for limited sales assistance, e.g. providing sales staff, tables and chairs.
4. ARTIST shall pay BOWIE STATE UNIVERSITY a commission of (_____%) on gross sales of all merchandise.
5. Payment to BOWIE STATE UNIVERSITY under this section shall be made by check issued to: _____.

NOTE: This check shall include the payor's Federal Tax Identification Number or Social Security Number and shall be accompanied by a written statement summarizing gross sales.

VIII. LIABILITY, INDEMNIFICATION AND INSURANCE

- A. BOWIE STATE UNIVERSITY shall not, under any circumstances, indemnify or hold harmless ARTIST for any claims, losses or liabilities of any kind related to or arising out of the performance of this Agreement.
- B. ARTIST understands and acknowledges that BOWIE STATE UNIVERSITY is self-insured. See Md. Code Ann., State Fin. & Proc. §9-105; and State Gov't §12-105.
- C. ARTIST agrees to indemnify and hold harmless BOWIE STATE UNIVERSITY, its employees, officers, students and agents from any against any and all claims, threats, suits, damages, and liabilities, including legal fees, resulting from the wrongful or negligent acts or omissions of ARTIST or ARTIST'S employees or agents relating to and arising out of the performance of this Agreement.
- D. ARTIST shall be solely responsible and liable for any damage to or loss of equipment used by ARTIST in the performance of this Agreement.
- E. ARTIST agrees to obtain and maintain, at ARTIST's expense, comprehensive general public liability insurance in a minimum amount of \$2,000,000 per single occurrence and \$3,000,000 in the aggregate, to cover any and all claims for personal injury, death and property damage arising from or based on ARTIST's wrongful or negligent acts or omissions in the performance of this Agreement.

1. Such policy shall name the State of Maryland, the BOWIE STATE UNIVERSITY and its trustees, officers, employees and agents [and,

insert name of VENUE, if event to be held at off-campus site secured by Bowie State] as co-insureds and shall provide that coverage cannot be cancelled or reduced in amount except upon fifteen (15) days written notice to all named insureds.
2. ARTIST shall provide a copy of such policy or a certificate of insurance to at the same time it returns the signed Agreement to BOWIE STATE UNIVERSITY

IX. TERMINATION:

- A. BOWIE STATE UNIVERSITY may terminate this Agreement whenever it determines termination is in its best interest and upon written notice to ARTIST. If BOWIE STATE UNIVERSITY elects to exercise its right of termination under this section, BOWIE STATE UNIVERSITY shall pay all reasonable costs ARTIST has incurred under this Agreement up to the date of termination and in association with the termination of the Agreement. BOWIE STATE UNIVERSITY shall not reimburse ARTIST for any anticipatory profits that have not been earned up to the date of termination or for consequential damages.
- B. Either party may terminate this Agreement upon the other party's failure to fulfill its obligations hereunder, upon written notice to the defaulting party of those acts or omissions relied upon as cause for termination. If either party exercises its rights to terminate for fault under this section, BOWIE STATE UNIVERSITY shall pay ARTIST fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by ARTIST's breach. If the damages are more than the compensation payable to ARTIST, ARTIST will remain liable after termination and BOWIE STATE UNIVERSITY may affirmatively collect damages. In addition to any rights and remedies afforded under this section, the nondefaulting party shall have a right to exercise any additional rights and remedies it may have against the defaulting party.

X. REPRESENTATIONS, WARRANTIES, ACKNOWLEDGEMENTS:

- A. ARTIST and AGENT warrant that neither ARTIST nor AGENT has employed, retained paid or agreed to pay any person, partnership, corporation or other entity to solicit or secure this contract, other than a bona fide employee or agent working for ARTIST.

- B. Each party represents that it is authorized to enter into and execute this Agreement and to undertake the responsibilities assigned to it hereunder.
- C. ARTIST understands and acknowledges that Support Personnel will not be subject to national or local union or guild requirements.

XI. GENERAL PROVISIONS:

- A. Neither party may assign this Agreement without the prior written permission of the other party.
- B. Unless otherwise agreed to in writing, the use of “ARTIST” herein refers to ARTIST and AGENT, except in relation to the actual performance contracted to hereunder.
- C. Neither party shall be liable for any delay in the performance of services or failure to perform services under this Agreement where the delay or failure to perform is beyond the control of that party for reasons such as fires, floods, earthquakes, accidents, labor disputes, declared or undeclared war, civil unrest or acts of God.
[
INSERT IF APPLICABLE AND IF EVENT HELD AT OFF-CAMPUS VENUE AND BSU HAS ENTERED INTO CONTRACT WITH THE VENUE: The parties acknowledge and agree that the event shall be held “rain or shine;” provided, however, that if rain or other inclement weather is likely to cause excessive damage to the venue, or is likely to present a hazard or danger to attendees, the venue owner will advise BOWIE STATE UNIVERSITY thereof, and the event shall be cancelled and BOWIE STATE UNIVERSITY shall not be liable for ARTIST’s performance fee.]
- D. No employee of the State or Maryland or any department, commission, agency or branch thereof whose duties as such include matters relating to or affecting the subject matter of this contract, shall become or be an employee of the party or parties contracting hereunder the State of Maryland or any of its agencies or instrumentalities while such person is employed by the State of Maryland.
- E. The parties hereto will not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extend so as reasonably to preclude performance of such employment.
- F. No claim or dispute from or relating to this contract shall be required to be submitted to or settled by any type of arbitration process. Any legal proceedings involving any such claim or dispute shall be brought in the appropriate court in the State of Maryland.

- G. All notices and communications to ARTIST in connection with this Agreement shall be addressed as follows:

All notices and communications to BOWIE STATE UNIVERSITY in connection with the Performance shall be given or signed by ARTIST or AGENT and directed to the Sponsoring Department as follows:

- H. The parties acknowledge and agree that they are dealing with each other hereunder as independent contractors. Neither party nor any of their respective affiliates, agents, employees or representative are, nor shall they be deemed to be, affiliates, agents, employees or legal representative of the other party. Nothing contained in this Agreement shall be interpreted as constituting either party as the joint venture or partner of the other party or as conferring upon either party the power or authority to bind the other party in any transaction with third party.
- I. Failure to enforce any rights hereunder, irrespective of the length of time for which such failure continues, shall not constitute a waiver of those or any other rights.
- J. All remedies available to either party hereunder are cumulative, may be exercised concurrently or separately, and are in addition to all other rights and remedies available at law or in equity. The exercise of any one remedy shall not be deemed to be an election of such remedy to the exclusion of other remedies.
- K. Those terms and conditions that are required for the interpretation of this Agreement or are necessary for the full observation and performance by each party hereto any rights and obligations arising prior to the date of termination shall survive the termination or expiration of this Agreement.
- L. In the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.
- M. Titles and captions contained in this Agreement are inserted only for convenience and in no way define, limit or describe the scope or intent of this Agreement or any provision herein.

N. This Agreement may only be modified upon the mutual agreement of the parties as evidence by a written rider, attached hereto.

O. This Agreement shall be governed by the laws of the State of Maryland.

P. The following documents are hereby incorporated and made a part of this Agreement:

and are attached hereto as Exhibits _____, respectively. In the event of any conflict between the terms and conditions of said documents and this Agreement, the terms and conditions of this Agreement shall control.

Q. This Agreement, including the Exhibits identified in paragraph P, constitutes the full and complete Agreement of the parties hereto and supersedes all prior agreements and understandings, written or oral, relating to the subject matter of this Agreement.

By **ARTIST:**

By **BOWIE STATE UNIVERSITY:**

Printed name of authorized signature

Printed name of authorized signature

Signature

Signature

Date

Date