

# LEWIS & CLARK COLLEGE PERFORMANCE AGREEMENT

## 1. AGREEMENT

This AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between Lewis & Clark College, herein referred to as College, and \_\_\_\_\_ herein referred to as Performer. The Performer designates \_\_\_\_\_ (Social Security/Tax ID# \_\_\_\_\_) as spokesperson and contracting agent with authority to accept all funds payable under this AGREEMENT on behalf of all members of the group. The AGREEMENT shall be the complete written AGREEMENT and shall replace the standard union contract and shall take precedence over the union contract when applicable. This AGREEMENT shall be binding upon the parties hereto and their legal successors and assigns. This AGREEMENT will be considered valid when signed by both the spokesperson for the Performer, the department sponsoring the performance and one of the following authorized signatures: President, Vice President for Business & Finance, Vice President and Provost, Vice President, Secretary and General Counsel, or Vice President for Institutional Advancement or those individuals as are delegated (in writing) by said officers of the Corporation.

## 2. PERFORMERS AND PERFORMANCE

Name of Performer: \_\_\_\_\_ Performance Date: \_\_\_\_\_

Place of Performance: \_\_\_\_\_ Load-in Time: \_\_\_\_\_ Sound Check Time: \_\_\_\_\_

Changes in the following key personnel must be approved in writing by the College before the performance.

Key Personnel: \_\_\_\_\_

Other: \_\_\_\_\_

Performer may not subcontract any of the contractual obligations to any other performer(s) without the express written permission of the College at least one week prior to the performance.

## 3. PERFORMER AS INDEPENDENT CONTRACTOR

- A. Performer executes this agreement as a self-employed unit, not as an employee or agent of the College. The College has exclusive control over the performance and at all times will exercise direction and control over services and activities of the Performer on campus.
- B. Performer assumes all responsibility for any payroll tax, surcharge, workers compensation and other obligations except those specifically agreed upon and written in this agreement. Performer agrees to hold the College harmless for any additional moneys not specified in this agreement.

## 4. INDEMNIFICATION

Performer agrees to indemnify and hold College harmless against property damage or personal injury, or liability for such damage or injury, arising as a result of Performer's performance of this contract.

## 5. COMPENSATION

Agreed Compensation: \_\_\_\_\_

Terms of Payment: In return for the performance(s) agreed upon herein, College agrees to pay as follows:

\$ \_\_\_\_\_ paid to the Performer, following the conclusion of the performance by a College check payable to the spokesperson. Payment will not be made until all equipment is removed and the College equipment is returned. The College reserves the right to withhold payment for damage to College property. If any portion of the AGREEMENT is breached, the entire payment will be withheld and the AGREEMENT renegotiated.

## 6. SPECIAL PROVISIONS (production, meals, lodging, etc.)

\_\_\_\_\_ The College is under no obligation to provide refreshments for the performing group unless special provisions have been specified in this AGREEMENT.

## 7. COLLEGE RIGHTS

The College reserves the following rights:

- A. To regulate sound level.
- B. To cancel without payment if Performer or anyone assisting Performer arrives or subsequently appears while on campus to be under the influence of any drug or intoxicating beverage, or if evidence of consumption of any drug or intoxicating beverage by such individuals is found on the premises of the College.
- C. To cancel without payment if the College, in its sole discretion, determines that there may be unreasonable threat to the safety of persons or property.

**8. TERMS OF CANCELLATION**

The College or the Performer has the right to cancel this contract for any of the following:

- A. A 30-day written notification by either party.
- B. Natural Disaster
- C. Weather related problems. If the College cancels due to inclement weather, the College's obligation shall be limited to rescheduling the performance.

We acknowledge and confirm that we have read and approve the terms and conditions set forth in the AGREEMENT, subject to any additional attached forms and riders. We acknowledge and confirm the following attachments:

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Accepted (Performer): _____	Lewis & Clark College
By (Spokesperson's Signature)	Portland, OR 97219
X _____	Coordinator: _____ Ph: _____
Date: _____	Sponsoring Dept: _____
Name: _____	Budget Acct No.: _____
Address: _____	Budget Officer Authorization:
City, State: _____ Zip: _____	X _____ Date: _____
Phone Number: _____	Authorized Signature:
Social Security/Tax ID#: _____	X _____ Date: _____