UNIVERSITY OF NORTHERN IOWA CONTRACT

This Agreement is made on this ______ day of __________, of 20___, by and between the University of Northern Iowa, an agency of the State of Iowa, hereinafter referred to as “University” and ____________________________ to as “Artist”.

It is mutually agreed between University and Artist as follows:

Name of Place of Performance: ______________________________________________________

Performance Dates(s): _____________________________________________ Performance Time(s):

Description of Performance/Services: __________________________________________________

Terms Agreed Upon: _________________________________________________________________

Other: Lodging: __________________________

               Meals: __________________________

               Transportation: __________________

               Total: __________________________

Additional Terms and Conditions:

1. This Agreement contains the entire contract between the parties, and any representations that may have been made before the signing of this Agreement are nonbinding, void, and of no effect. Neither party has relied on such prior representations in entering into this Agreement.

2. It is understood that the Artist executes this agreement as an independent contractor and is not an employee of the University. As such, the parties will each be responsible for their own acts or omissions as determined by law.

3. Details and manner of performance are under the control of Artist or, in instances where a group is involved, the leader of the Artist. However, University has the right to direct Artist to discontinue any activity constituting violation of campus policy, or any federal, state or local laws. Such right shall not impose an obligation to do so on University.

4. The University understands that the Artist is a completely self-contained show and will not require supplemental musicians, equipment, musical instruments or other services by and/or at the expense of the University unless otherwise stated in the Terms Agreed Upon section of this agreement above. The Artist agrees that if equipment required in the contract is not used, any costs relating to such shall be deducted from the agreed performance fee prior to payment by the University.

5. Anticipated starting times specified in this Agreement, subject to minor modifications because of unanticipated occurrences, are of the essence and hence Artist is required to be at place of performance a sufficient period of time prior to scheduled time of commencement so as to permit timely performance.

6. If someone signs these Agreements other than the Artist, the person signing expressly warrants authorization by the Artist to execute these agreements on behalf of the Artist for this engagement at the time and place so specified.

Cancellations

7. If for any reason this contract is cancelled by artist or a change of date is required by the Artist for any reason other than an Act of God, then the Artist agrees to reimburse the University for any bona fide out-of-pocket expenses within 30 days upon presentation of a certified statement of such expenses to the Artist or Agent.

8. The Artist is hereby relieved of any liability if unable to meet the responsibilities of this Contract because of any Act of God, riots, epidemics, strikes, any act or order of public authority or any other legitimate cause beyond the control of the Artist. If such acts or conditions occur, the University is not liable for any damages of the Artist, or his/her group representatives might suffer.

Disputes

9. In the event any on-site dispute shall develop between Artist and University, action to resolve the same shall be delayed, if the Artist requests, until a local representative of the Artist's union has been advised of same and has been given an opportunity to participate in the resolution thereof.

However, in no event shall such procedures be deemed to excuse Artist's delay in timely performance more than fifteen (15) minutes.
Insurance
10. The University has its own liability protection through State self-insurance. Such protection applies to University officials, employees, and agents only. All other individuals and organizations must provide their own liability coverage.
11. Damage to the premises, equipment or properties of University caused by Artist or Artist’s employees or agents, either intentionally or through negligence, will be paid for by Artist or may be deducted from the fee.
12. The University assumes no responsibility for equipment, costumes, etc., utilized by Artist, except in such instances where the University agrees, in writing, to accept custody of same, and then only to the extent that loss or injury is occasioned by University’s negligence or intentional acts.

Payment
13. University is not permitted to make advance payment(s) or deposit(s) prior to the completion of services herein contracted.
14. Payment for services rendered shall be paid by university check or direct deposit (ACH). In the case of guaranteed monies, payment is to be made immediately following the engagement herein contracted unless there has been cause to adjust the amount of payment. In such case, an appropriately adjusted check will be mailed to the artists within ten (10) business days after the performance. In the case of contracts that provide for participation in the percentage of net receipts, payment will be mailed to the artist within ten (10) business days after the performance and will be in accordance with the contract face and the final ticket audit prepared by the University and approved by the Artist and the Artist’s representative.

Other
15. Artist agrees as a condition of University’s duty to perform under terms of this Agreement, to be in compliance with all applicable laws and regulations of the State and Federal governments, including, but not limited to the provisions for Equal Employment Opportunity and Occupational Safety and Health. Artist and Artist employees and agents must comply with University rules and regulations while on the University campus.
16. This Agreement shall be construed in accordance with the laws with the State of Iowa. Disputes regarding the terms of this agreement or claims arising out of its execution or performance should be resolved between the parties; however, if that does not appear to be reasonably possible after a reasonable amount of time, the dispute(s) may be resolved in any court of law in the State of Iowa with competent jurisdiction.
17. Artist agrees to jointly and severally indemnify, defend and hold harmless the University of Northern Iowa, the Board of Regents-State of Iowa, the State of Iowa, and their employees and agents from and against all liability, loss, damage, or expense, including attorney’s fees, which may be incurred or sustained by reason of the failure of Artist to fully perform and comply with the terms and obligations of this Agreement.
18. The University agrees to prevent to the best of its ability the filming, broadcasting, recording by radio, television or any other device, of the performance without written or verbal permission by the Artist.
19. Sale of any souvenir items or programs by Artist shall only be permitted upon specific written agreement with University at least five (5) working days prior to date of engagement. Percentage of sales retained by University to be mutually agreed upon by Artist and University.
20. Maximum decibel level and final approval of sound level to be discussed and agreed upon by University or facility director and Artist (or designee) prior to Artist’s performance.
21. Reasonable hospitality for Artists may be provided upon advance arrangements and mutual agreement.
22. In accordance with the State of Iowa Smokefree Air Act, smoking is prohibited at the University of Northern Iowa. All indoor and outdoor spaces are smoke free.

IN WITNESS WHEREOF, the parties have caused this contract to be signed on this ______ day of ____________, 20__.

By: ____________________________ By: ____________________________
Signature of University          Signature of Artist

Title: __________________________
Date: __________________________

FOR OFFICE OF STUDENT LIFE USE ONLY

Authorizing University Signature             Date

University of Northern Iowa
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