

GEORGIA STATE UNIVERSITY
Performance Agreement

THIS AGREEMENT made between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University located in Atlanta, Georgia (“Georgia State”) and

Performer:

Performer d/b/a:

Address:

Telephone: **Fax:** **Federal Employer ID:**

Performer’s Representative:

(“Performer”), who in consideration of the mutual promises set forth herein, do hereby agree as follows:

1. DETAILS OF EVENT: Georgia State hereby engages Performer to render services set forth below (the “Event”).

Event Title / Description:

Detailed Description of Services:

Length of Performance:

Performance Venue: **Performance Date:**

Performance Time: **Time Load-in Starts:** **Load-out/Clean-up Time Ends:**

Additional Activities:

Miscellaneous:

Social Media: Prior to the Event, Performer agrees to post a favorable mention of the upcoming Event with all of the following social media from his/her applicable accounts:

- Facebook: GeorgiaStateUniversity
- Instagram: @GeorgiaStateUniversity and @GSUPanthers
- Twitter: @GeorgiaStateU and @GSUPanthers
- Snapchat: @GeorgiaStateU and @GSUPanthers

Meet & Greet: If a student meet and is included in the Additional Activities, then Performer shall allow the opportunity for student/Performer selfies.

2. COMPENSATION: For and in consideration a Performance Fee of \$ (the “Fee”) and the public exposure that will accrue to Performer, the receipt and sufficiency of which is hereby acknowledged, the parties agree as set forth herein. 100% of the Fee will be paid by University check directly following the final Event Performance. Performer shall be responsible for payment of all taxes due under the Internal Revenue Code and under other applicable laws, including taxes on non-resident aliens and foreign corporations.

3. TRANSPORTATION & LODGING: Travel and lodging are the responsibility of the party indicated below. Reimbursements by Georgia State are payable within 30 days of receipt of Performer’s invoice supported by accompanying receipts.

Air:	Performer <input type="checkbox"/>	Georgia State Reimbursement <input type="checkbox"/>	Direct Pay <input type="checkbox"/>	N/A <input type="checkbox"/>
Local Transportation:	Performer <input type="checkbox"/>	Georgia State Reimbursement <input type="checkbox"/>	Direct Pay <input type="checkbox"/>	N/A <input type="checkbox"/>
Hotel:	Performer <input type="checkbox"/>	Georgia State Reimbursement <input type="checkbox"/>	Direct Pay <input type="checkbox"/>	N/A <input type="checkbox"/>
Meals:	Performer <input type="checkbox"/>	Georgia State Reimbursement <input type="checkbox"/>	Direct Pay <input type="checkbox"/>	N/A <input type="checkbox"/>
Notes:	<input type="text"/>			

4. **GEORGIA STATE OBLIGATIONS:** Georgia State will furnish the venue and shall determine, in its sole discretion, the type and amount of services for the proper operation of the venue for the Event. Any additional technical or support requirements must be mutually agreed upon in writing by both parties and set forth in the Performer's Technical Rider ("the "Rider) which, if any, shall be initialed by both parties, attached hereto and incorporated herein by reference.
5. **PERFORMER OBLIGATIONS:** Unless otherwise agreed to in writing by the parties, Performer shall arrange and pay for all Event performers, transportation and accommodations for Performer and Performer's entourage; cartage; insurance; rehearsal costs; and any other costs incurred in connection with the Event other than those expenses to be paid by Georgia State pursuant to this Agreement. Any expenses incurred by Georgia State on behalf of Performer must be promptly settled by Performer upon presentation to Performer of an invoice bill therefore and may be deducted from the Fee paid to Performer.
6. **PUBLICITY:** Upon execution of this Agreement, Performer will promptly furnish photographs and biographical information to Georgia State for use in advertising and promoting the Event. Unless otherwise agreed to in writing, Georgia State shall make all decisions regarding Event advertising and promotion and will be solely responsible for the costs thereof.
7. **SOUND QUALITY, CLARITY, and VOLUME:** Georgia State retains the exclusive right to supervise and control volume level, sound quality and clarity of Event to ensure safety of patrons and equipment, overall quality and clarity of sound for patron satisfaction, and the proper enforcement of applicable local ordinances. Georgia State will consult with Performer in an attempt to reach a mutually-agreeable decision about volume levels; provided, in the event the parties are unable to reach a mutually-agreeable resolution about volume levels, Georgia State's determination shall control. In that event, if Performer refuses to comply with Georgia State's directives regarding these issues, Performer shall be deemed to be in default of this Agreement and agrees to forfeit the Fee and to reimburse Georgia State for all costs and expenses incurred in association with the Event.
8. **MERCHANDISE & CONCESSIONS:** If agreed to in writing, Performer may sell promotional merchandise at the Event upon payment of 15% of net sales (the "Merchandise Fee") to Georgia State. Georgia State reserves the right to refuse the sale of specific promotional items in its sole discretion. Upon request, Georgia State may agree to sell merchandise on Performer's behalf in exchange for a labor fee of \$10.00 per hour or any part thereof in addition to the Merchandise Fee. Payment of the Merchandise Fee and Hourly Labor Fee is due in cash immediately following completion of the Event.

Performer is solely responsible for paying applicable sales tax to appropriate taxing authorities. For purposes of this Agreement, Net Sales shall be defined as gross sales less eight percent (8%) sales tax. Performer is solely responsible for all shipping charges associated with shipping the merchandise to and from the venue. Performer shall receive no compensation from the sale of promotional items developed for sale by or on behalf of Georgia State.

Georgia State has the sole right and authority to sell concessions at the performance and to retain all profits resulting there from.

9. **COMPLIMENTARY TICKETS:** Georgia State will provide Performer with ten (10) complimentary tickets. Performer must return all unused complimentary tickets for release and sale to the public no less than 24 hours prior to each Event Performance Time.
10. **ADDITIONAL SPONSORS/UNDERWRITERS:** Performer must notify Georgia State of all sponsors, underwriters or other third parties receiving promotional consideration from Representative or Performer. Georgia State reserves the right to limit any promotional/sponsorship activities which do not meet the artistic requirements of Georgia State or contribute to its mission, as determined in Georgia State's sole discretion. Georgia State will not accept alcohol or tobacco-related sponsorships. In cases where a sponsor is approved, Georgia State must be acknowledged in all publicity related to the Event. In all printed matter, Georgia State University's name and/or logos shall be larger and more prominent than the names and/or logos of additional sponsors or underwriters. In all other forms of publicity, Georgia State University shall be the primary sponsor.
11. **RECORDING:** For in-person events, Performer grants Georgia State University the right to live stream the performance to all Georgia State satellite campuses and university community members, and to photograph and/or video Performer with no-flash during the first five (5) minutes of performance for archival purposes or educational purposes and for inclusion in publications of Georgia State University and its student media groups. Virtual events may be live-streamed or pre-recorded for asynchronous online presentation. Subject to rights granted to Georgia State herein, Performer retains all other rights to his or her work. Performer may request from Georgia State a copy of the any recording or, if made, a transcript of the recording.
12. **FORCE MAJEURE:** In the event that the purpose of the Agreement is substantially frustrated, or performance by either party to this Agreement is made illegal, impossible, or commercially impractical, by acts of God, fire, flood or terrorism, strike, acts of war, civil disorder, utility or communications failures, governmental or university transportation or travel restrictions (but not delay of arrival for Event except where documented travel arrangements show that travel was booked to arrive in Atlanta at least 4 hours in advance of Event and the delay was caused by the common carrier rather than Performer), acts or regulations of the United States or state government or their respective agencies, outbreak, epidemic, pandemic, health and safety concerns as

determined by the University that are not caused in whole or in part by the negligence of either party, serious illness of Performer requiring documented inpatient hospitalization the parties shall respectively be relieved of their obligations hereunder and there shall be no claim for damages by either party against the other; provided, upon termination of the Agreement, Performer shall refund any sums already paid by University less actual non-refundable expenses substantiated with receipts and fees due for work performed through the date of termination.

- 13. WARRANTIES OF PERFORMER:** Performer covenants, warrants and represents that: (1) Performer has the full right and power to enter into this Agreement and to perform on the date(s) and at the venue set forth in Paragraph 1; (2) Performer's performance of the Event will not violate or infringe on any copyright, right of privacy or publicity, or other statutory or common law right of any person, firm, or corporation; (3) Performer has secured and paid for all rights, permissions, and licenses required to perform the Event; (4) Performer's performance will not defame any person, firm or corporation; and (5) Performer shall not perform within a one hundred miles radius of Georgia State University within thirty (30) days of the scheduled Event unless agreed to in advance and in writing by Georgia State.
- 14. WARRANTIES OF PERFORMER'S REPRESENTATIVE:** Performer's representative, if signing this Agreement, warrants and represents that it is an authorized representative of Performer with full and current legal authority to Agreement on Performer's behalf.
- 15. INSURANCE:** Representative and Performer are responsible for providing worker's compensation coverage for their employees and shall maintain Commercial or Comprehensive General Liability (CGL) insurance, covering all losses and damages which are the result of or the fault or negligence of the Performer, Representative or their agents, servants, members, employees, Contractors and sub-contractors, with a company licensed to do business in the State of Georgia with a minimum combined single limit, for Property Damage and/or Bodily Injury, in an amount of One Million Dollars and No Cents (\$1,000,000.00) per occurrence and Three Million Dollars and No Cents (\$3,000,000.00) annual aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, completed operations, and contractual liability coverage that encompasses the indemnity obligations specified in this Agreement. Representative and Performer shall furnish the University with a copy of said policy upon request.
- 16. INDEMNITY:** Performer does hereby indemnify and shall hold harmless Georgia State, its members, agents, servants and employees, the Board of Regents of the University System of Georgia and its members, agents, servants and employees (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all claims, demands, causes of action, actions, judgments or other liability including attorneys' fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from or in connection with this Agreement, including but not limited to: (1) any breach or alleged breach of Performer's warranties set forth above; (2) the violation of any third party's trade secrets, proprietary information, trademarks, copyright, patent rights or other intellectual property rights; (3) all injuries or death to persons or damage to property, including theft; (4) Performer's failure to perform all obligations owed to Performer's employees including any claim Performer's employees might have or make for privilege, compensation or benefits under any employee benefit plan; and (5) any and all sums that are due and owing to the Internal Revenue Service for withholding, FICA and unemployment or other state and federal taxes.

Performer's obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason.

Performer agrees to assume, at Performer's sole expense, the defense of any claims, demands, suits, or actions based on or arising from the breach or alleged breach by Performer of any of Performer's warranties or obligations under this Agreement, but acknowledges that Georgia State reserves the right to select counsel of its own choice, at its own expense, to defend any of the foregoing claims, demands, suits, or actions.
- 17. COMPLIANCE:** Representative and Performer agree to abide by all Georgia State University policies and federal, state and local laws applicable to the performance of the Agreement.
- 18. CANCELLATION:** In the event of cancellation without cause by Performer, Performer and Representative shall be jointly and severally liable for reimbursing Georgia State for all documented out of pocket expenses incurred in preparation for the Event, prior to the date of cancellation. In the event of cancellation without cause by Georgia State, Georgia State shall reimburse Performer for Performer's non-refundable travel and hotel costs incurred prior to the date of cancellation. Reimbursement payments due under this provision shall be paid within 30 days of demand accompanied by supporting receipts. Amounts not paid when due shall become subject to 1.5% interest per month. Performer and Representative shall be jointly and severally responsible for all costs of collection, including reasonable attorney's fees and court costs.
- 19. BREACH OF AGREEMENT:** Georgia State may regard Performer to be in default of this Agreement if Performer abandons performance of the services to be rendered under this Agreement at any time prior to completion of performance, fails to otherwise comply with this Agreement for any reason other than a force majeure occurrence as defined herein, or fails to

reimburse sums due for cancellation without cause. In such event, Representative and Performer shall be jointly and severally liable for reimbursing Georgia State for all documented out-of-pocket expenses directly incurred in the University's preparation for the engagement (including, but not limited to, venue rental, marketing, production, front-of-house, travel, security and catering), which reimbursement shall be paid in full within thirty (30) days of demand for payment. Amounts not paid when due shall become subject to 1.5% interest per month. Performer and Representative shall be jointly and severally responsible for all costs of collection, including reasonable attorney's fees and court costs.

- 20. ASSIGNMENT:** Performer may not assign any of its obligations under this Agreement except with Georgia State's prior written consent.
- 21. REMEDIES / NO WAIVER:** All the rights and remedies of Georgia State under this Agreement are distinct, separate and cumulative, and mention or reference to any one or more of them shall not be deemed to be an exclusion of or waiver of any right or remedy, and Georgia State shall have to the fullest extent permitted by law the right to enforce any rights or remedies separately. No failure by Georgia State to enforce any provision of this Agreement nor any waiver of any right by Georgia State, unless in writing, shall discharge or invalidate such provision or affect the right of Georgia State to enforce same or any subsequent default or breach of such provision.
- 22. ATTORNEY'S FEES:** In case any suit, action, or proceeding shall be brought or taken by Georgia State to enforce any right or exercise any remedy under this Agreement, Georgia State shall be entitled to receive and there shall be allowed to Georgia State, to be included in any judgment recovered, reimbursement for all reasonable costs, including attorneys' fees and court costs.
- 23. TAXES:** Georgia State may withhold such sums as Georgia State may determine in its sole discretion should be withheld under the Internal Revenue Code and other laws without liability to Performer as a result thereof. Notwithstanding the foregoing, Performer shall be responsible for payment of all taxes due under the Internal Revenue Code and under other applicable laws, including taxes on non-resident aliens and foreign corporations.
- 24. GOVERNANCE:** In the event of any conflict between the terms of the Agreement and any Riders, then this Agreement shall control.
- 25. INDEPENDENT CONTRACTORS:** Georgia State and Performer are contractors, independent of one another and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless expressly agreed to in writing and signed by both parties hereto.
- 26. NON-DISCRIMINATION:** The parties agree that in the performance of the Agreement they will not discriminate against any person or group of persons on the basis of gender, handicap, race, color, religion, sexual orientation or national origin, or in any other manner prohibited by the laws of the United States or the State of Georgia.
- 27. NOTICE:** Any notice which the parties may desire or may be required to send to each other under this Agreement shall be deemed sufficiently given if in writing and personally delivered or sent by registered or certified mail, postage prepaid, addressed, if to Performer, at the address set forth above, or, if to Georgia State, as follows: Director, Georgia State University Student Center, P.O. Box 3973, Atlanta GA 30302-3973, with a copy to Georgia State University Office of Legal Affairs, P.O. Box 3987, Atlanta, GA, 30302-3987, or other such addresses as the parties may from time to time designate by written notice.
- 28. CERTIFICATION AGAINST BOYCOTT OF ISRAEL:** Performer certifies that Performer is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.
- 29. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Georgia.
- 30. SEVERABILITY:** If any provision of this Agreement or its application to any person or in any circumstances shall be invalid or unenforceable, the other provisions of this Agreement shall nonetheless remain in full force and effect.
- 31. ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes any and all prior written or oral understandings or agreements between the parties. This Agreement may not be changed, altered, modified, or amended without the written consent of both parties. Whenever the approval or consent of Georgia State is required by Performer pursuant to this Agreement, such approval or consent shall not be deemed to be given unless in writing. The Agreement shall not be considered binding until fully executed, including initialing by both parties of any revisions to the Agreement documents.
- 32. RIDERS:** Riders must be submitted to Georgia State at the time of contracting and initialed by both parties to be considered part of the Agreement. If technical requirements are presented by or on behalf of Performer subsequent to execution of the Agreement, Georgia State reserves the right to renegotiate the terms of the Agreement and, if mutually agreeable terms are not reached, to cancel the Agreement with no further obligation to Performer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the last day below written.

Performer:

**Board of Regents of the University System of
Georgia by and on behalf of Georgia State
University:**

By: _____
Authorized Representative Date

By: _____
Authorized Representative Date

Print Name

Print Title