

**ST. NORBERT COLLEGE
ENTERTAINMENT/LECTURE/SERVICE CONTRACT**

This contract for the personal services of performers/speakers on the engagement described below is made this _____ day of _____, 20____, between the undersigned purchaser of entertainment (herein called "Purchaser") and the undersigned performer or performers (herein called "Artist", even though there may be more than one person).

- 1) Nature of Services _____
- 2) Date _____ Time _____ Length _____
- 3) Place _____
- 4) Payment will be in form of a check issued by St. Norbert College and will be payable to _____

5) Time of payment _____ (No advance payments of deposits will be made.)

6) Amount payable is:

Services	_____
Lodging	_____
Meals	_____
Transportation	_____
TOTAL	_____

Nonresident entertainers and public speakers are required to file a bond or place a security deposit with the Wisconsin Department of Revenue at least two days prior to the date of performance to assure payment of state income taxes if income earned from performances in Wisconsin will exceed \$3,200. If the nonresident entertainer or public speaker does not show proof to the College that such bond or security deposit was filed with the Wisconsin Department of Revenue, state law provides that the College shall deduct 6% of the total performance contract price and remit said amount as withheld for state income tax purposes.

7) If payment is to be made to an individual, the following information must be supplied:

Stage Name	_____
Legal Name	_____
Social Security #	_____
Permanent Address	_____

8) Contact Person at St. Norbert College is _____

9) Arrangements for services are through _____

10) The attached Standard Rider on page 2 is part of this agreement.

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

Purchaser for SNC _____	Artist/Speaker _____
Signature _____	Signature _____
Title _____	Title _____
Address <u>St. Norbert College, 100 Grant Street</u>	Address _____
<u>DePere, WI 54115</u>	_____
Date _____	Date _____

ADDITIONAL CONDITIONS

- A) It is understood that the Artist executes this agreement as an independent contractor and is not an employee of the Purchaser. As such, the parties will each be responsible for their own acts of negligence as determined by law.
- B) 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, Purchaser has the right to direct Artist to discontinue any activity constituting violation of City Ordinance, as well as any federal or state laws.
- C) Any requirements that Purchaser comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by Purchaser, in writing, in advance of contract execution or are added to this agreement.
- D) Anticipated starting times specified in the contract, 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 production.

Cancellations

- E) Either party may cancel this agreement without obligation to the other if cancellation notice is received in written form at least 21 days before appearance date.
- F) Artist agrees to furnish payment to the Purchaser for actual appearance preparation costs in the event of a late cancellation, late appearance, or nonappearance within 30 days after billing.
- G) If, due to illness, accident, or other causes legally known as Acts of God, Artist or Performer is forced to cancel a contract, neither party, nor any representative shall be liable for any payment.

Disputes

- H) In the event any on-site dispute shall develop between Artist and Purchaser, action to resolve the same shall be delayed if the Artist requests, until a representative of the local musician'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 15 minutes.

Breach of Contract

- I) This contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Wisconsin.
- J) This contract, and the terms and conditions contained herein, may be enforced by the Purchaser and by each performer who is a party to this contract or who has, in fact, performed the engagement contracted for (herein called "participating artist"), and by the agent or agent(s) of each participating artist.
- K) Disputes regarding the terms of the Agreement or claims arising out of its execution or performance may be resolved in any Wisconsin court with competent jurisdiction

Insurance

- L) All individuals and organizations must provide their own liability insurance.
- M) Damages to the premises, equipment or properties of Purchaser cause by Artist or Artist's staff, either intentionally or through negligence, will be paid for by Artist or may be deducted from the fee.
- N) The Purchaser assumes no responsibility for equipment, costumes, etc., utilized by Artist, except in such instances where Purchaser agrees, in writing, to accept custody of same, and then only to the extent that loss or injury is occasioned by Purchaser's negligence or intentional acts.

Other

- O) No performance of engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, unless there is a specific written agreement with the Artist relating to and permitting such recording, reproduction, or transmission. St. Norbert College will make a reasonable effort to prevent individuals from doing so.
- P) The Artist is solely responsible for payment of royalty fees or dramatic rights and dramatical, musical works and/or performance fees, fees required by unions and similar organizations, and similar costs.
- Q) Sale of any souvenir items or programs by Artist shall only be permitted upon specific written agreement with Purchaser 21 days prior to date of engagement, and then subject to the terms thereof.