

**TUFTS UNIVERSITY
PERFORMANCE AGREEMENT**

This is an agreement between _____
(hereinafter the "Performer" **this should be name of the person or company the final check will be payable to**) and the Tufts University ("TUFTS"). If the Performer consists of more than one person their obligations shall be joint and several and TUFTS may rely on the actions or statements of any one as binding on all. The Performer and TUFTS agree as follows:

- 1. Agreed Payment:** _____
- 2. Title of Event:** _____
Date of Event: _____
Location of Event: _____
Starting Time: _____
End Time: _____

The Performer agrees to arrive no later than 60 minutes before each performance so that necessary arrangements can be made with TUFTS.

3. Payment for Services: As full payment for all goods and/or services provided by the Performer under this Agreement, TUFTS will pay the amount set forth above the signature lines of this Agreement. This fee is all inclusive and no other compensation, expense or reimbursement is owed to the Performer. The entire fee will be paid by Tufts University check(s) **upon completion by the Performer of all services**. Payment will not be released until all required paperwork is on file with the University. (*i.e. signed contract, w-9 form, or invoice if seeking payment after performance*).

4. Personnel and Materials: TUFTS will, at its expense, furnish for the rendering of service(s) all personnel, facilities, materials, and services normally made available by TUFTS for performances of this kind at the place of service named in this Agreement, including tickets, ticket takers, and ushers. TUFTS personnel will be available to the Performer for coordination at the time(s) when the Performer must be present as stated in Section 2 above. Unless otherwise agreed in writing between the Performer and TUFTS, all other personnel, equipment, facilities, materials, and services that the Performer may need will be furnished by the Performer at the Performer's expense.

5. Independent Contractor Responsible for Acts/Omissions: The Performer is acting as an independent contractor and not as an agent, principal, employee, servant or partner of TUFTS or of Tufts University. The Performer is solely responsible for management and payment of its employees, withholding of taxes and payment of all income taxes applicable to the products and services provided hereunder. The Performer is also responsible for any state and local performance taxes, which may be withheld from payment in accordance with [Massachusetts Department of Revenue](#) guidelines. Nothing herein creates an exclusive supplier relationship, or an employer/employee relationship, between the Performer and TUFTS nor can the Performer obligate TUFTS or Tufts University to any debts or commitments. The Performer agrees to indemnify, defend and hold harmless TUFTS and Tufts University, and their respective trustees, officers, employees and agents, from any and all claims, suits, costs, expenses (including attorneys' fees), and damages paid or liability incurred for any alleged or actual

injuries or damages (including personal injury, death, property damage, breach of contract or violation of rights or copyright, privacy or publicity) to the extent arising from the negligence or willful misconduct of Performer or its agents or employees.

6. No Assignments: Neither party may assign this Agreement or delegate its performance to another party without the prior written consents of the other party hereto.

7. Insurance: During any time that the Performer or its employees or agents are on Tufts property, the Performer shall maintain, a minimum, the following insurance coverages:

(a) Workers' Compensation and Occupation Disease insurance in accordance with applicable laws.

(b) Employer's Liability insurance with a limit of \$500,000

(c) Commercial General Liability insurance, including Personal Injury and Property Damage, the amount of a combined single limit of \$1 million each Occurrence and \$2 million in the aggregate.

(d) Commercial Auto Liability, including Personal injury Protection and Property Damage in the amount of a combined single limit of \$1 million each occurrence.

All insurance carriers must hold an A- or better rating by AM Best. Tufts must be included as an additional insured on the Performer's Commercial General Liability policy. All of Performer's insurance policies shall be primary and noncontributory. Performer shall issue a certificate of insurance to Tufts to ensure compliance with the insurance requirement of this Agreement at least one week prior to the performance date.

8. Force Majeure: Both parties agree that if either TUFTS or the Performer is unable to fulfill its obligations due to any cause beyond its reasonable control (not including financial difficulties), including such things as damage to or destruction of the performance hall, severe weather rendering the performance(s) impossible, or verified serious illness of the personnel affiliated with the Performer rendering the services impossible, then any service(s) which cannot be conducted because of those circumstances need not be performed and neither party will be held liable for any damages as a result of that failure. In that circumstance no payment will be due to the Performer for those missed service(s), and any prior payments by TUFTS to the Performer on account of them, will be returned by the Performer to Tufts University immediately. If either party shall fail to perform its obligations hereunder in any material way that is not excused above, the party so failing shall be liable to the other party in damages.

9. Special Needs: The Performer agrees to provide TUFTS with any details of any special needs not less than 7 days prior to performance/rehearsals. TUFTS will advise the Performer if those needs do not fall under TUFTS's responsibilities in the Event Agreement. If the Performer wishes to make special arrangements at the Performer's expense to fulfill any such requirements which are not TUFTS responsibility, TUFTS will attempt to coordinate with the Performer to that end but TUFTS need not modify any TUFTS facilities or policies or incur any added expense of its own.

10. No Responsibility for Personal Property: Tufts University is not responsible for the security of the Performer's personal property while on Tufts' premises.

11. Amendment: Any amendment to this Agreement or any Rider attached hereto shall only be binding if in writing and signed by both Parties.

12. Waiver: Failure or delay on the part of the Performer or TUFTS to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

13. Merger/Integration: This Agreement (and any exhibits incorporated herein and made part of this Agreement by reference) constitute the complete and exclusive statement of the understanding between the parties and shall supersede all prior writings or discussions.

14. Choice of Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Venue for any dispute arising under this Agreement shall be exclusively in the federal and state courts of the Commonwealth of Massachusetts.

15. Use of Name: The Performer shall not use the name “Tufts” or “Tufts University” or the name of any school or division thereof, or use any logo or insignia of or otherwise identify Tufts University or any school or division thereof, in any form of publicity or disclosure without the prior written consent of Tufts University, which consent may be withheld or granted by Tufts University in its sole and complete discretion at any time or times.

16. Survival: The provisions of paragraph 5 of this Agreement shall survive any termination of this Agreement.

17. Riders: The following attached rider(s) are incorporated herein by reference to this Agreement:

_____. To the extent any agreed additional provisions in the rider(s) conflict or are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail and take priority over any such additional rider provisions.

18. Services to be Performed: The Performer shall not arrive at the performance site noticeably under the influence of intoxicating beverages or illegal drugs, as determined by TUFTS in its sole discretion reasonably exercised. The Performer, and its agents, employees and support personnel, shall not use or possess firearms, alcoholic beverages or illegal drugs while on Tufts University premises. The use, display or possession of pyrotechnics, fireworks, flash powder, gun powder or any other explosive/flammable device or material or open flame, by the Performer, his agents, employees, support personnel, subcontractors or any other person is strictly prohibited at all times. The Performer agrees not to make any changes in the services or principal performers which the Performer has represented will be used without the advance consent of TUFTS. Violation of this paragraph shall be deemed a material breach of this contract.

19. Requests that do not have all required paperwork (*signed contract and w-9 form*) into the University within **14 days** of the event, will be required to provide an invoice in order to receive payment.

20. All payments are Net 45 format per University Policy. Checks will be mailed to performer from the University, not held for pick-up.

PERFORMER: _____
(This should be person or company check will be payable to, W-9 Form must accompany this agreement)

PERFORMER ADDRESS: _____

PERFORMER PHONE: _____

PERFORMER E-MAIL: _____

AGREED PAYMENT: _____

SPECIFIC REQUIREMENTS: _____

For Tufts Internal Use:

GROUP SPONSOR: _____

GROUP DEPT. ID #: _____

GROUP REP. NAME: _____

GROUP REP. PHONE: _____

GROUP REP. E-MAIL: _____

Performer Signature: _____ Date: _____

Print Name: _____

University Official Signature: _____ Date: _____

Print Name: _____

NOTE: Students CANNOT sign contracts. Contracts must be signed by University Official (\$5000 or under) or Purchasing Department.

ALL REQUESTS FOR PAYMENT WITH ALL REQUIRED PAPERWORK MUST BE RECEIVED AT LEAST 14 DAYS PRIOR TO PERFORMANCE. If less than 14 days, performer must also provide an invoice for services.