

**Standard Performance Agreement**  
**University of Rochester**  
**201 Wilson Commons, Rochester, NY 14627**  
**Ph: 585.275.9390 Fax: 585.273.5306**

The undersigned Artist and Presenter agree to the following terms and conditions for the agreement described below.

1. Name under which Artist operates: \_\_\_\_\_
2. Artist's Address: \_\_\_\_\_ Artist's Phone: \_\_\_\_\_
3. Name of Presenter Organization: \_\_\_\_\_
4. Presenter's Representative: \_\_\_\_\_
5. Agreed Price for Engagement (paid at conclusion of service): \_\_\_\_\_
6. To whom is payment made: \_\_\_\_\_
7. Performance Day and Date: \_\_\_\_\_
8. Performance Place and Address : \_\_\_\_\_
9. Length of Performance \_\_\_\_\_ 10. Arrival time \_\_\_\_\_ 11. Show Time: \_\_\_\_\_
12. Artist Reports to \_If riders are to be made a part of this agreement indicate below:  
\_\_\_\_\_ Presenter \_\_\_\_\_ Artist
13. Additional agreement provisions: \_\_\_\_\_

14. Check here if Artist must provide proof of insurance and liability indemnification \_\_\_\_\_

Artist shall have reasonable and shared control over the means, methods, and details of performing under this contract, except for performance times and minimum and maximum length of performance.

Artist will perform as an independent contractor and not as an employee of the Presenter.

Each party will indemnify the other, its Trustees and employees against any claims, demands, liabilities, loss, or expense including but not limited to reasonable legal costs (collectively "liabilities") to the extent such liabilities are caused by the indemnifying party's negligence, intentional misconduct, or material breach of this contract.

Any controversies arising between the Artist and the Presenter pertaining to this contact shall be resolved by the Courts of the State of New York, and are not subject to dispute resolution processes established by a union. New York State law will govern this contract.

The University's representative, in signing this contract, warrants that he/she signs as a properly authorized representative of the institution and does not assume any personal liability for meeting the terms of the contract. The Artist, in signing, warrants that he/she is a properly authorized representative of the artist.

Artist's obligation to perform hereunder shall be excused if Artist is unable to perform as the result of: illness or injury; detention resulting from inability to obtain reasonable transportation; riots or other acts of civil strife; strikes or other forms of labor disputes; epidemics; an act or order of any public authority or court; any act of God; and/or any other causes beyond Artist's reasonable control.

By signing this contract, I assert that I am not an active member of the hosting organization.

Artist Signature \_\_\_\_\_

Date \_\_\_\_\_

University Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_