

## Wellesley College Performance Contract

This contract for the personal services of the artist on the engagement described below is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the undersigned Purchaser (herein referred to as "Employer") \_\_\_\_\_ on behalf of Wellesley College and the undersigned Leader \_\_\_\_\_.

The artists agree to render services under the Leader. Each artist, upon the acceptance of the Leader, shall be bound by said terms and conditions of this contract, and it is mutually agreed between the parties as follows:

1. Name of Artist or Group: \_\_\_\_\_
2. Type of Engagement: \_\_\_\_\_
3. Place of Engagement: \_\_\_\_\_
4. Date of Engagement: \_\_\_\_\_
5. Number of Sets and Approximate Time of Each: \_\_\_\_\_
6. Times of Engagement:
  - a) load in: \_\_\_\_\_
  - b) sound check: \_\_\_\_\_
  - c) performance: \_\_\_\_\_
  - d) load out: \_\_\_\_\_
7. Accounts Payable Form: A completed copy of Wellesley College's Accounts Payable form must be received **at least 10 days prior** to the performance in order to receive payment immediately following the performance. If paperwork is not received 10 days prior, the check will be sent in the mail. Payment will be received in the form of a Wellesley College check.
8. Additional Terms and Conditions: *To be determined upon receipt of the artists' rider.*
9. In the event that a delay of more than thirty minutes past the scheduled performance starting times occur, for reasons other than those stated in clause 10b, the Employer shall deduct 10% of the Wage Agreed Upon.
10. Additional Terms and Conditions of the Employer:
  - a) The leader shall, as agent of the employer, enforce reasonable disciplinary measures, and carry out all reasonable instructions of the employer in regards to all aspects of the engagement.
  - b) The agreement of the artist to perform on the Date of Engagement is subject to proven detention by sickness, accident, riot, strike, epidemic, acts of God, labor disputes, any act or order of public authority or any cause beyond the artists' control.
  - c) In the event that the artist fails to appear, perform or present for reasons other than those stated above, the artist or agent agrees to reimburse the College for actual expenses incurred for printing tickets, advertising, rental of hall, and charges for Wellesley College employees, personnel, and equipment and any and all other expenses deemed legitimate by the College. All such expenses shall be presented with substantiation to the artist or agent no later than thirty days after the contracted date of performance with reimbursement to the College to be sent no later than ten days following receipt of such statement by the artist.
  - d) Wellesley College is committed to affirmative action, equal opportunity, non-discrimination and the celebration of cultural diversity related to gender, race, creed, ethnic origin, sexual orientation, age and physical ability. Discriminatory and/or culturally insensitive language, behavior, and content are unacceptable. Wellesley College does not support censorship but it must insist that the artist thoughtfully plan the performance to reflect sensitivity to the issues listed above.

- e) The artist agrees not to possess, consume or encourage the consumption of intoxicating beverages, narcotics or drugs while on the College property. In the event of noncompliance, the College reserves the right to withhold compensation and prosecution may result.
- f) In the event that the artist arrives at the performance under the influence of intoxicating beverages, narcotics, drugs, and the artist is unable to perform in a professional manner in the opinion of the event manager, then the College may cancel this Agreement. In the event of this, the artist shall reimburse the College for actual expenses incurred for printing tickets, advertising, rental of hall, and charges for Wellesley College employees, personnel, and equipment and any and all other expenses deemed legitimate by the College. All such expenses shall be presented with substantiation to the artist or agent no later than thirty days after the contracted date of performance with reimbursement to the College to be sent no later than ten days following receipt of such statement by the artist.
- g) The artist agrees to abide by Wellesley College policies as outlined by the College contact person. Among the applicable policies would be rules regarding smoking and parking.
- h) The artists' merchandising preceding, during or following the performance of the artist will be allowed with the stipulation that Wellesley College will receive 15% of gross sales of such merchandise. All such moneys due to the College will be paid within one hour following completion of the performance.

The Employer, on behalf of Wellesley College, signs this agreement in the capacity of Wellesley College. Except for the contractual obligations set forth herein, neither the Employer nor Wellesley College accepts any responsibility for the supervision, direction, or control of the services of the artist on this agreement or the manner, means, and/or details by which said artist carries out the terms of this agreement. It is understood that the artist or artist's agent signs this agreement in the capacity of an independent contractor and not as an employee of Wellesley College. The artist and/or the agent agree to assume all liabilities normally accruing thereto.

This contract shall be interpreted under the laws of the State of Massachusetts, and the artist and Wellesley College consent to the jurisdiction of the courts of the State of Massachusetts and agree that in any dispute between the parties, any service of process on them shall be considered in the State of Massachusetts.

This agreement has been executed on behalf of Wellesley College.

In the event that there is a discrepancy between the Wellesley College contract and the artist's contract or rider, this contract will supersede.

**Wage agreed upon: \$ \_\_\_\_\_**      **Travel expenses agreed upon: \$ \_\_\_\_\_**

Employer's Name: \_\_\_\_\_ on behalf of Wellesley College.

Employer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ (sponsoring student organization/department)  
 Wellesley College  
 21 Wellesley College Road  
 Wellesley, MA 02481

Phone: \_\_\_\_\_

Leader's Name: \_\_\_\_\_

Leader's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_