ENGAGEMENT AGREEMENT

This Engagement Agreement (hereinafter “Agreement”) is made on this _______ day of __________________________, 20_____ between Barnard College (hereinafter “Barnard” or the “College”) and ________________________________ (hereinafter “you” and collectively “Parties”) for the _____________________________ (specified “Event”). It is mutually agreed between the Parties as follows:

1. Name and Place of Performance: ________________________________

2. Name of Performer/Band: ________________________________

3. Date of Performance: ________________________________

4. Performance Duration: ________________________________

5. Time of Arrival: ________________________________

6. Price Agreed Upon: ________________________________ (inclusive of all expenses)

7. The following party will provide sound and lights: ________________________________

8. PAYMENT. The College will make payment in the full amount at the completion of your performance. You shall perform to the best of your abilities and to the College’s satisfaction.

9. BREAKS. For a performance with duration of 1 hour or less, you are not allotted any break time unless there is an emergency. For a performance that will last at least 2 hours, you are allotted a single 15-minute break. For a performance that will last at least 3 hours, you are allotted two 15-minute breaks. All break time will NOT be calculated to be a part of performance duration.

10. CANCELLATION. Cancellations must be made not less than 14 days prior to the date of the Event. If you cancel within the 14-day time period, you shall forfeit your performance fees as well as be liable for any reasonable incidental damages your cancellation may have caused. Your incidental liability may include but is not limited to the costs associated with finding a new performer, and if the Event is canceled, the costs of the Event setup (e.g. tent setup and catering). If the College cancels within the 14-day time period, the College shall pay you 50 percent of the agreed upon price under Paragraph 6 of this Agreement.

11. FORCE MAJEURE. Either party may cancel within 14 days of the performance and not be subject to the penalty of Paragraph 10 if the cancellation is the result of an unforeseen event that would make the completion of either the Event or your performance impossible or
completely impracticable. “Unforeseen events” includes but is not limited to severe sickness that renders you unable to perform, any act or regulation of any public authority or bureau that renders the Event infeasible, civil tumult, strike, epidemic, Acts of God, war conditions, or other emergencies or any other similar or dissimilar causes beyond the control of either Party.

12. INDEPENDENT CONTRACTOR. You acknowledge and understand that your relationship with Barnard under this agreement is that of an independent contractor. This Agreement does not create an employment relationship, joint venture, partnership, or agency. You are responsible for paying all taxes owed for income you receive from this Agreement.

13. INSURANCE. You will also be responsible for maintaining appropriate insurance, as you will not be covered by the College’s general liability, health, worker’s compensation, or any other insurance policy.

14. RIGHT TO LIKENESS. If you request in writing, the College not broadcast, photograph, record, or otherwise reproduce your performance or any rehearsal. If you request in writing, the College notify the audience that recording and/or photographing the performance is not permitted. However, the College shall NOT be responsible to prevent third parties, including College’s students, from recording and/or photographing the performance.

15. INTELLECTUAL PROPERTY. You warrant that your performance under this Agreement will not infringe upon the intellectual property rights of any third party.

16. COMPLIANCE. You agree to obtain all applicable licenses and pay any royalties associated with your performance, and to comply with all applicable federal, state, and local laws or ordinances.

17. INDEMNITY. You hereby release, and agree to indemnify and hold harmless the College, its trustees, officers, agents, employees, and all others acting on the College’s behalf, from any and all responsibility or liability injuries or damages resulting from, or in any way arising out of or connected with, your performance, unless said persons are grossly negligent.

18. GOVERNING LAW. The laws of the state of New York shall govern this Agreement, without reference to conflict of law provisions. Any action arising under this contract shall be filed and tried, if at all, in the courts of New York.

19. ASSIGNMENT/TRANSFER. This Agreement cannot be assigned or transferred without the written consent of the College. Any attempted assignment or delegation without such consent shall be VOID.

20. WAIVER. A failure or delay in enforcing an obligation, or exercising a right or remedy, does not amount to a waiver of the College’s right to later enforce that obligation, right, or remedy against you. A waiver of a particular obligation in one circumstance will not prevent the College from subsequently requiring you to comply with all other provisions of this Agreement.

21. SEVERABILITY. If any provision of this contract is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective during the term of
this agreement, such provision is fully severable, and will not affect the validity of any other provision of this agreement.

22. HEADINGS. Headings used herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

23. SIGNATORY AUTHORITY. All signatories to this Agreement hereby certify that they are authorized to legally bind their respective entities through the signing of this Agreement.

24. MERGER. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter, and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment to the terms of this Agreement must be in a writing signed by both Parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

For Barnard College:  For Performer/Band:

_________________________________  ________________________________
Name       Name of Performer/Band

_________________________________  ________________________________
Signature      Signature of Agent for Performer/Band

_________________________________  ________________________________
Title       Address

_________________________________  ________________________________
Date       City, State, Zip

_________________________________  ________________________________
Telephone Number       Email

_________________________________  ________________________________
Date