

Performance Agreement

This AGREEMENT made and entered into on _____, between the DISTRICT BOARD OF TRUSTEES OF PALM BEACH STATE COLLEGE hereinafter referred to as "College" and _____, hereinafter referred to as "Performer" enter into this Performance Agreement (Agreement) effective on this date this Agreement is executed by all parties below and agree as follows:

The College hereby engages the Performer and the Performer hereby agrees to perform the engagement, the terms and conditions of which are set forth herein:

1. **Performance:** Performer will provide the following (give a detailed description of presentation / performance).

2. **Performer Information:**

Name: _____

Address: _____

MS # _____

Telephone: _____

Fax: _____

3. **College Information:**

Palm Beach State College _____

Contact Person: _____

Address: _____

Telephone: _____

Fax: _____

4. **Day, Date and Location of Engagement:**

Date: _____

Time: _____

Campus & Location: _____

Set up times (if any): _____

5. **Terms of Engagement:** _____

Performer will supply: _____

College will supply: _____

Any and all other equipment and personnel necessary for the performance that is not listed above shall be provided by and at the expense of the Performer. Note: As to audio/sound equipment, Palm Beach State College has the right to determine the sound level and maximum amplification.

6. **Payment for Engagement:**

\$ _____ by College check, payable to _____ at end of performance.

Additional payment terms if applicable:

7. **Cancellation and Breach:**

Either party reserves the right to cancel this Agreement without obligation upon thirty (30) day written notice prior to the date of the performance. Any failure of either party to perform may be excused for proven sickness or injury, civil tumult or riot, acts of God, government action, pandemic/epidemic or other conditions beyond the control of Palm Beach State College or the Performer. Any cancelled performance may be rescheduled upon mutual written consent of the parties. **If the College cancels this agreement within thirty (30) days of the scheduled event, the Performer may be reimbursed for documented nonrefundable monies expended by the Performer in preparation for the event, at the College's discretion. In no event shall reimbursement pursuant to this clause exceed twenty percent (20%) of the agreed to performance compensation fee stated herein or five hundred dollars (\$500.00), whichever is less. The Performer will immediately return all funds and monies advanced under this agreement by the College to the Performer if the Performer breaches or cancels this agreement or otherwise fails to perform as agreed within thirty (30) days of the scheduled event. The College reserves the right to pursue all legal remedies to recover damages suffered as a result of Performer's actions, inaction or breach.**

8. **Agent:** If this Agreement is signed by Performer's agent, such agent warrants that he/she is duly authorized to act for and on behalf of the Performer, that he/she is authorized to enter into this Agreement, and that the agent and performer are jointly and severally liable for any breach of this Agreement.

9. **Relationship of Parties:** Performer and/or Performer's employees, agents, or other representatives are not employees, agents or representatives of Palm Beach State College. Performer shall not use College name, trademarks, logos or marks without College's prior written approval. Performer represents and warrants that it is not on the Convicted Vendor List (see § 287.133 (2)(a), Fla. Stat.). Vendor must complete College Vendor application and submit it to the Procurement Department, unless one is on file.

10. **Content of Performance:** Performer is solely responsible for the content of material performed and shall hold College harmless from any claim arising out of the performance of this Agreement, including, but not limited to, claims of libel, copyright infringement or other alleged use or materials by Performer at the performance covered by this Agreement.

11. **Compliance with Applicable Policies and Laws:** Performer warrants and represents that it will comply with all College policies and procedures, as well as Federal, state, and local laws applicable to performance under this Agreement. Performer and agents of Performer will not commit any slander or incite the attendees to an imminent threat of riot, civil disorder or other illegal act.

12. **Insurance:** Performer is required to carry liability insurance and proof of insurance needs to be provided with execution of contract.
13. **Indemnification by Performer:** Performer shall release, defend, indemnify, and hold harmless College and its trustees, officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of the performance provided under this Agreement or Performer's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary right. College reserves the right to retain whatever funds which would be due to the Performer under this contract until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished. This indemnity shall survive the termination of this Agreement.
14. **General Provisions:**
 - a. If Performer or agents of the Performer arrive at the location of the performance or performs under the influence of intoxicating beverages, narcotics or drugs, the College may cancel this agreement with no liability to the College.
 - b. It is understood and agreed that Performer and its agents will not solicit funds or contributions either directly or through the sale of materials unless prior written permission is obtained from the College at least 10 days prior to the performance.
 - c. The College may provide a photographer. If the College chooses to provide a photographer, all negatives and prints will remain the property of the College with the condition that they will not be used for commercial gain or any other purpose other than College promotional materials.
 - d. If the event is video recorded, all tapes will remain property of the College with the condition that it will not be used for commercial gain or used by anyone other than the College.
 - e. The College will be the only party authorized to issue complimentary tickets to the performance; however, upon request by the Performer no later than 15 days prior to the performance, the College may, at its own discretion provide the Performer with complimentary tickets for the Performer's disbursement.
 - f. Nothing in this Agreement shall be construed as an indemnification of the Performer by College or as a waiver of sovereign immunity beyond that provided in § 768.28, Fla. Stat. Each party assumes risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.
 - g. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties' successors and assigns.
 - h. This Agreement is governed by the laws of the State of Florida. Venue for all actions or proceedings arising in connection with the Agreement shall be tried and litigated exclusively in state or federal courts in Palm Beach County.

The signatures below confirm that the parties have read and approved all terms above along with any attached rider.



PERFORMER

COLLEGE

By: _____

By: _____

Name

James E. Duffie, CPA

Name

Title

Vice President of Finance and Administration

Title

Date

Date