

PERFORMANCE AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, by and between _____, hereinafter referred to as "PRESENTOR," and THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, hereinafter referred to as "UNIVERSITY."

WITNESSETH:

1. The UNIVERSITY hereby engages the services of PRESENTOR to provide a performance described as follows (specify the nature of performance:

on _____, commencing at _____ o'clock, and continuing until _____ o'clock, at _____

2. The UNIVERSITY agrees to pay to PRESENTOR a total sum of \$ _____ for the rendition of the services or performance described above, payable during the performance, or within seven (7) days following the performance, by check of the University of Missouri or electronic fund payment made payable to _____ for the benefit of PRESENTOR and/or its employees. This sum represents the total consideration payable by the UNIVERSITY to PRESENTOR for the services and performance, and any travel or other expenses incidental to the performance or engagement shall be the sole responsibility of PRESENTOR. All payments may be subject to withholding pursuant to applicable tax laws, including but not limited to Missouri's 2% non-resident entertainer tax (RSMO 143.183) and federal tax regulations regarding withholding of income tax on payments to nonresident aliens (NRA's) that may be as high as 30%. No additional compensation will be allowed as the result of any change in Presentor's tax liabilities.

3. UNIVERSITY shall:

- A. Provide at its own expense for each performance and for _____ rehearsals on _____ prior to said performance if requested by PRESENTOR the theatre or other place of engagement properly heated, ventilated, lighted, clean and in good order.
- B. Furnish comfortable, properly heated, ventilated and well-lighted dressing rooms at the place of performance or theatre, with suitable fixtures and furniture.
- C. Furnish sound, staging and lighting in good working order for the performance or appearance as follows:
- D. Furnish, if requested in writing by PRESENTOR at least ten (10) days prior to appearance or performance, ushers, ticket takers, box office employees, stagehands, carpenters, electricians, sound technicians, truck loaders and unloaders, all of whom shall be regular UNIVERSITY employees or students, and the UNIVERSITY will not furnish or pay for any other personnel.
- E. Provide at its expense tickets and programs in sufficient quantity for each presentation or appearance.
- F. Not record or televise the performance or appearance without the prior written consent of the Presenter.

4. PRESENTOR shall:

- A. Furnish such press kit in such quantities as it desires to UNIVERSITY, shipped prepaid on request.
- B. Furnish to UNIVERSITY the order, method and wording of billing to be used in all publicity on execution of this agreement.
- C. Have sole and exclusive control over the production, presentation and performance of the engagement, including, but not limited to, the details, means and methods of performance of the engagement and the performance of the participants therein.
- D. Have the right to concession rights for souvenir programs or items which may be sold by PRESENTOR, if desired.
- E. Furnish UNIVERSITY with a copy of the program to be performed at each performance.
- F. Indicate date, time and number of rehearsals desired on execution of this agreement.
- G. Indemnify, defend, and save harmless The Curators of the University of Missouri, their officers, agents, and employees, from any loss, liability, claim, damage or expense, including attorneys' fees, arising from or attributable to any acts or omissions of the Presenter, its officers, agents or employees in performing its obligations under this Agreement.

5. The parties mutually agree:

A. That either party may cancel the performance and both parties thereto shall be released from any liability hereunder if, in the judgment of THE CURATORS OF THE UNIVERSITY OF MISSOURI, it is impractical or undesirable to present such performance due to accidents, or accidents to means of transportation, riots, strikes, epidemics, destruction of the performance hall, acts of God, sickness, acts or regulations of governmental or school authorities, or other legitimate conditions beyond the control of THE CURATORS OF THE UNIVERSITY OF MISSOURI, as may either prevent performance or render receipt of performance valueless; and if PRESENTOR or one or more members of the production cannot perform because of ill health, physical disability or other reasons beyond the control of PRESENTOR, or if PRESENTOR be prevented by acts of God, regulation of public authority or other circumstances beyond the control of PRESENTOR from presenting or performing the engagement.

B. That all notices relating to mode of transportation and arrival time and all correspondence, publicity or other things concerning this contract and/or performance or engagement shall be directed to _____ or the UNIVERSITY and to _____ for PRESENTOR.

C. That PRESENTOR and its agent shall be solely responsible for compliance with any rules or regulations of the American Federation of Musicians and for any royalty fees, performance fees or responsibilities for which PRESENTOR and/or its agents may be legally or contractually bound.

D. No member or officer of THE BOARD OF CURATORS OF THE UNIVERSITY OF MISSOURI incurs or assumes any individual or personal liability by the execution of this contract or by reason of the default of the UNIVERSITY in the performance of any of the terms hereof. All such liability of members or officers of THE BOARD OF CURATORS OF THE UNIVERSITY OF MISSOURI as such is hereby released by the PRESENTOR and its agent, if any, as a condition and consideration for the execution of this contract.

E. The individuals signing on behalf of the UNIVERSITY and the PRESENTOR, if as agent, shall not be personally liable for the performance of any of the terms of this contract or be under any liability under this contract except that they each warrant their authority to sign on behalf of the UNIVERSITY and the PRESENTOR, and the agent, if any, of PRESENTOR assumes the obligation to comply with rules, regulations and requirements of organizations to which Presentor's members are bound by contract or other obligation.

F. This agreement may not be assigned by either party without the written consent of the other party.

This agreement was entered into this _____ day of _____, 20____.

SIGNATURES

The Curators of the University of Missouri

Consultant

Signature

Signature

Title

Title

Date

Date