

ENTERTAINMENT ENGAGEMENT AGREEMENT

This Engagement Agreement (hereinafter “Agreement”) is made on this _____ day of _____, 20____ between Fort Valley State University, as a system institution of the University System of Georgia (hereinafter “University”) 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 Expenses?: Yes _____ No _____

- 7. Other Consideration: _____
- 8. The following party will provide sound and lights: _____

- 9. PAYMENT. The University will make its best effort to issue payment in the full amount within thirty (30) days of the completion of your performance. You shall perform to the best of your abilities and to the University’s satisfaction. University is not subject to any late payment penalty.
- 10. 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.
- 11. 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 University cancels within the 14-day time period, the University shall pay you fifty (50) percent of the agreed upon price under Paragraph 6 of this Agreement.

12. IMPOSSIBILITY. The performance of this Agreement is subject to any circumstance, whether seen or unforeseen, making it illegal or impossible to provide services or performances, including acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities, pandemics, epidemics, or other viral outbreaks. Either party may cancel within 14 days of the performance and not be subject to the penalty of Paragraph 11 if the cancellation is the result of an unforeseen event that would make the completion of either the event or your performance impossible or commercially impracticable. FVSU shall receive a refund of all payments and deposits submitted as of the date of the cancellation notice. Neither a change of ownership or management shall relieve either party of the responsibilities and obligations of this Agreement.
13. INDEPENDENT CONTRACTOR. You acknowledge and understand that your relationship with the University 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.
14. INSURANCE. You will also be responsible for maintaining appropriate insurance, as you will not be covered by the University's general liability, health, worker's compensation, or any other insurance policy.
15. RIGHT TO LIKENESS. If you request in writing, the University shall not broadcast, photograph, record, or otherwise reproduce your performance or any rehearsal. If you request in writing, the University will notify the audience that recording and/or photographing the performance is not permitted. However, the University shall NOT be responsible to prevent third parties, including University's students, from recording and/or photographing the performance.
16. INTELLECTUAL PROPERTY. You warrant that your performance under this Agreement will not infringe upon the intellectual property rights of any third party.
17. 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.
18. INDEMNITY. You hereby release, and agree to indemnify and hold harmless the University, its regents, trustees, officers, agents, employees, and all others acting on the University'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.
19. GOVERNING LAW. The laws of the state of Georgia shall govern this Agreement, without reference to conflict of law provisions. The proper venue for any claims or causes of action that arise from this Agreement shall be in the Superior Court of Peach County or any other court in Georgia of competent jurisdiction, if the dispute cannot be resolved informally.

20. ASSIGNMENT/TRANSFER. This Agreement cannot be assigned or transferred without the written consent of the University. Any attempted assignment or delegation without such consent shall be VOID.
21. WAIVER. A failure or delay in enforcing an obligation, or exercising a right or remedy, does not amount to a waiver of the University'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 University from subsequently requiring you to comply with all other provisions of this Agreement.
22. 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.
23. HEADINGS. Headings used herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
24. 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.
25. 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.
26. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT. You certify that you have complied, and will comply, with the Georgia Security and Compliance Act (O.C.G.A. § 13-10-90 et seq.). You agree to sign and comply with Exhibit C, Georgia Security and Immigration Compliance Affidavit, if applicable.

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

For Fort Valley State University:

For Performer/Band:

Name

Name of Performer/Band/Artist

Signature

Signature of Agent for Performer/Band/Artist

Title

Address

Date

City, State, Zip

Telephone Number

Email

Date

GEORGIA SECURITY AND IMMIGRATION AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with **Fort Valley State University** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01- .08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Fort Valley State University
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Print Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____