

**Standard Performance Contract**

The undersigned artist/presenter/speaker and its employees, representatives, and agents (hereinafter collectively referred to as "Presenter") and Gustavus Adolphus College ("Gustavus") agree to the following terms and conditions for the engagement described herein:

1. Name of Presenter: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
2. Name of Gustavus Department/Program sponsoring event: \_\_\_\_\_
3. Contact person if different than Presenter: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
4. Presentation/Speaking Date: \_\_\_\_\_  
Location: \_\_\_\_\_  
Title: \_\_\_\_\_  
Start time: \_\_\_\_\_ Approx. end time: \_\_\_\_\_  
Virtual          In person  
Expected arrival time for Presenter: \_\_\_\_\_
5. Agreed price for engagement: \$ \_\_\_\_\_  
Agreed travel or other expense reimbursement: \$ \_\_\_\_\_
6. The payment should be made payable to: \_\_\_\_\_
7. Other expectations beyond performance: \_\_\_\_\_
8. Technical equipment requests need to go through [eventservices@gustavus.edu](mailto:eventservices@gustavus.edu).

**INDEPENDENT CONTRACTOR / LEGAL COMPLIANCE.** Presenter is an independent contractor and not an employee of Gustavus. Presenter agrees, as an independent contractor, to comply with all applicable laws, regulations and codes that pertain to the engagement. Presenter may be subject to a Minnesota nonresident entertainer tax (2% as of January 2023). Presenter will be required to complete a federal W-9 form for any payments set forth herein.

**TRAVEL EXPENSES.** Unless otherwise expressly provided for in this Agreement, all persons working for, traveling with, or performing with the Presenter are to be paid by the Presenter and not Gustavus Adolphus College.

**UNIQUE SERVICES.** Presenter acknowledges that the services identified herein are of a special and unique and may not be assigned to another.

**RECORDINGS AND USE.** The Presenter grants Gustavus permission to make video, photo, audio, or other recordings of Presenter and/or the performance/presentation and license to use such recordings to promote

Gustavus and further its educational mission. Please identify any restrictions related to copyright permissions or limitations in an attached written document so that accommodations can be made by Gustavus.

# GUSTAVUS

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GUSTAVUS ADOLPHUS COLLEGE

**TECHNICAL REQUIREMENTS.** ARTIST(S) must provide GUSTAVUS with the full technical requirements in writing at least fourteen (14) calendar days in advance of the performance. Any additional costs incurred by GUSTAVUS as a result of changes required by the ARTIST(S) from the technical requirements previously agreed to by the GUSTAVUS shall be reimbursed by the ARTIST(S).

**SOUND CONTROL.** GUSTAVUS shall have precedence in selecting the appropriate volume for Gustavus Adolphus College facilities.

**TECHNICAL CONSTRUCTION.** For the load-in, set-up, and load-out to be as efficient as possible, ARTIST should send a technical specification sheet. Any further questions should be referred to Gustavus Adolphus College. Telephone: (507) 933-8000.

**AUDITORIUM AND LABOR.** The GUSTAVUS will not provide costume personnel, pressers, and other labor normally paid for by the ARTIST(S). At least ten (10) days before the performance date, the ARTIST(S) must notify the College of the personnel required for rehearsal and for the performance and state the expected time of arrival of the ARTIST(S). Failure to notify the College of arrival time and crew requirements shall cause GUSTAVUS to determine crew requirements and have crew report one (1) hour prior to performance time.

**THIRD-PARTY PROPERTY & CLAIMS.** Presenter represents that in performing its act under the terms of this contract, Presenter is not infringing on the property right, copyright, trademark right or any other right of a third party. If a suit, claim, or demand is made with respect to the performance or presentation including, but not limited to, claims for copyright or trademark infringement, Presenter agrees to defend and indemnify Gustavus against any and all related losses, damages, costs, attorney fees or other expense.

**CONTRACT RETURN & TERMINATION.** If not accepted within 10 days, this offer shall be withdrawn, and this contract shall be deemed null and void.

**ALCOHOL/DRUG POLICY.** In accordance with the Gustavus Adolphus College Alcohol Policy, Presenter shall not consume alcoholic beverages or Illegal Substances (including Marijuana) prior to a performance/presentation.

**TOBACCO POLICY.** Gustavus Adolphus is a tobacco free College. Tobacco use is prohibited within all College grounds, College owned or leased properties, and in college owned, leased, or rented vehicles even when used outside campus grounds.

**CANCELATION.** Gustavus reserves the right to cancel this Agreement without obligation for any reason upon fifteen (15) days' notice prior to the date of the Performance. Unless otherwise modified by Gustavus, Performer may cancel this Agreement without obligation for any reason upon thirty (30) days written notice prior to the date of the Performance. Failure of either party to perform may be excused for proven sickness or injury, acts of God or other similar conditions beyond the control of Gustavus or the Performer. If the Presenter cancels the presentation for any reason other than a proven sickness or injury or act of God, Presenter shall reimburse Gustavus it's out of pocket expenses upon receipt of a statement of such expenses.

If a pandemic causes Gustavus to close the campus, the performance is cancelled without monetary liability as long as the "Artist" is informed at least 48 hours before the scheduled performance time.

**LATE ARRIVAL.** If the Presenter is late for the performance stated herein for any reason other than an act of God or similar condition, a settlement in fee in the amount of Gustavus' sole discretion will be charged to Presenter. (i.e., 10% of fee may be deducted.)

**BREACH:** It is an expressed condition of this contract that if any of the foregoing policies are violated by the musicians, performers, or anyone connected with the act, that up to 100% of fees due for the performance shall be forfeited as liquidated damage for the violation of these policies.

# GUSTAVUS

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GUSTAVUS ADOLPHUS COLLEGE

**LIABILITY:** Presenter agrees to release, discharge, indemnify and hold harmless, and covenants not to sue Gustavus Adolphus College, its officers, employees, agents, trustees or other agents and their successors and assigns from or for any and all liability, claims, expenses, costs including attorney fees, and demands which arise out of or relate to the Agreement or related performance or presentation.

**OTHER:** Except as preempted by federal law, this Agreement shall be governed by law of Minnesota without regard to choice of law principals. Litigation of any dispute arising from or relating to this Agreement or shall be conducted in the state or federal courts of Minnesota. If any clause or provision of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement shall continue to be enforceable. This Agreement is not to be interpreted in favor of one party as all parties have been afforded an opportunity to review and comment on it.

**PAYMENT OF FEES.** Gustavus Adolphus College will not make deposit payment and will pay the full price agreed upon at the conclusion of the program. Payment will be by check issued from the Gustavus Adolphus College Finance Office.

**LIABILITY.** This contract is between \_\_\_\_\_ and Gustavus Adolphus College. The person signing for the College assumes no personal liability for payment of said fee.

**INSURANCE.** Presenter shall secure and maintain at its expense throughout the term of the Agreement such policy or policies of general liability, auto, and workers' compensation as shall be necessary to insure Presenter, its employees, agents and/or contracted providers against any claims for damages occasioned directly or indirectly in connection with the performance of any services by Presenter, its employees, agents and/or contracted providers, if any.

**CERTIFICATE OF INSURANCE.** At least 45 days prior to the ARTIST's beginning date, the ARTIST must supply the College with a Certificate of Insurance in form acceptable to the College. "Gustavus Adolphus College, its Officers, directors, employees, and agents" must be named as an "Additional Insured" on the policy. The certificate shall be an original or email copy is also acceptable.

The ARTIST(S) agrees to hold harmless the College and the College's Officers, directors, employees, and agents from and against all claims, liabilities, losses, damages, costs and expenses relating to any death or injury occurring in connection with the ARTIST(S)'s attendance at any or all of the conference or special event.

Limits established must be:

\$1 million Commercial General Liability per occurrence.

\$2 million Commercial General Liability per aggregate.

\$1 million Automobile Liability

\$500,000 Bodily Injury by Disease and Accident for Workers Compensation

Also: The ARTIST(S) must notify the College 30 days in advance of any changes or cancellation of insurance coverage.

**NOTE:** ARTISTS (S) unable to provide proper evidence of the required insurances can be directed to <https://seurespecialeventinsurance.com/EIHA> to purchase a TULIP policy through the EIIA Special Events program.

**LOSS OR DAMAGE TO COLLEGE PROPERTY.** The ARTIST(S) is/are liable to the College for any loss, theft, damage or destruction of any property of the College caused by the ARTIST(S) group or guest. The College will issue a cost statement for the repair or replacement of the lost, stolen or damaged property.

**LOSS OR DAMAGE TO ARTIST(S) GROUP PROPERTY.** The College is not liable to the ARTIST(S) for any property that is lost, stolen, damaged or destroyed of the ARTIST(S) or guests.

**GUSTAVUS**   

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**GUSTAVUS ADOLPHUS COLLEGE**

**SUPERVISION.** The ARTIST(S) must provide adult supervision (21 years of age and older) of any minor ARTIST(S) guests (18 years of age and under).

**ACKNOWLEDGED.** At its discretion, Gustavus Adolphus College retains the right to host or decline to host, any conference, convention, or special event. Contracts are approved by the college on an annual basis upon the discretion of the CFO, Vice President for Finance and Treasurer.

The ARTIST(S) assumes the responsibility for the management, supervision and operation of the ARTISTS (S) special event pertaining to this document. College policies and procedures supersede all ARTIST(S) policies associated with the operation of the special event.

**AGREED TO AND ACCEPTED:**

FOR: Gustavus Adolphus College

BY: Curtis J Kowaleski  
CFO, Vice President of Finance and Treasurer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Presenter: \_\_\_\_\_

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

\_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_