

EVENT ARTIST AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____, by and between _____, (“Artist(s)”), whose address is _____ and EASTERN KENTUCKY UNIVERSITY, c/o _____ (department), 521 Lancaster Avenue, Richmond Kentucky 40475 (“University”), and the parties agree to the following terms and conditions:

1.0 SERVICES OF THE EVENT ARTIST

The Event Artist shall present the performance described below at the following date, time, and location:

PERFORMANCE: _____

DATE: _____ STARTING TIME: _____

LOCATION: _____

2.0 COMPENSATION

The University agrees to pay Event Artist(s) a total sum of _____. The payment will be in the form of a check to be made payable to _____ within thirty (30) days after performance. The University agrees to provide the following additional items under this Agreement: _____. Any included travel will be according to Kentucky State Travel Guidelines.

3.0 RELATIONSHIP BETWEEN PARTIES

The Event Artist(s) shall be an independent contractor during the period of performance under this Agreement and not an employee or agent of University. As an independent contractor, the Event Artist(s) shall be responsible for the payment of any taxes due on any monies received by him/her.

Event Artist(s) will conform to and comply with all of the University’s rules and regulations and also all applicable municipal, county, state, and federal ordinances, laws, rules, and regulations in providing the services hereunder, including without limitation, obtaining any necessary permits, licenses and payment of any applicable royalties.

The Event Artist(s) agrees to indemnify and hold harmless University, its governing board, officers, agents, and employees against any injury, loss, damage or other liability arising from the services performed by Event Artist(s) or from any breach of this Agreement, except for injury, loss, damage, or other liability resulting directly from University’s willful negligence or misconduct.

The Event Artist(s) shall carry and maintain in full force and effect at the time of Event Artist(s)’s services hereunder general liability insurance with limits of coverage of not less than five hundred thousand dollars (\$500,000) for the benefit of both University and Event Artist as protection against all liability claims arising from the services performed by Event Artist pursuant to this Agreement and, shall deliver a certificate of insurance reflecting such coverage no later than ten (10) days prior to the date of the event.

4.0 CANCELLATION

In the event that the performance of any covenants of this Agreement is prevented by any cause beyond the reasonable control of the University or the Event Artist(s), both the University and the Event Artist(s) shall be relieved of the obligations hereunder with respect to the engagement scheduled as set forth above, except that the Event Artist(s) shall promptly return any deposit paid by University. Both parties shall make reasonable efforts to reschedule the engagement at a mutually convenient date.

5.0 MISCELLANEOUS

The University reserves the right to permit broadcasting of the Event Artist(s)’s performance by radio and television broadcasting establishments affiliated with the University. The University also reserves the right to record the Event Artist(s)’s performance for preservation in the University archives.

This Agreement shall be assigned or amended only by written amendments duly executed by the Event Artist and University.

Event Artist warrants that he/she complies with Kentucky and federal disabilities laws and regulations Speaker hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S. C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Event Artist agrees to promptly respond to

and resolve any complaint regarding accessibility of its products or services. Event Artist further agrees to indemnify and hold harmless the University from any claims arising out of its failure to comply with aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this.

This Agreement shall be governed, interpreted and construed in accordance with the laws of the Commonwealth of Kentucky. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto:

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

EVENT ARTIST(S)

EASTERN KENTUCKY UNIVERSITY

Event Artist(s)'s Signature Date
Printed Name: _____
Title: _____
Event Artist(s): _____
Federal Identification # or SS #: _____

Project Coordinator/Sponsor Date
Printed Name: _____
Title: _____

Supervisor of Project Coordinator Sponsor Date
Printed Name: _____
Title: _____