NORTHEASTERN UNIVERSITY PERFORMER AGREEMENT

Contract No:

 This Performer Agreement (this “**Agreement**”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between Northeastern University, a Massachusetts nonprofit educational corporation having an address at 360 Huntington Avenue, Boston, MA 02115 (“**Northeastern**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Performer**”) for the services of Performer at the event (the “**Event**”) described in the attached Exhibit A. For purposes of this Agreement, the term “**Performer**” shall include all artists comprising Performer, and any employees, officers, directors, guests and invitees of Performer.

 In consideration of the agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Performance at Event**. Performer shall perform at the Event in accordance with the terms of this Agreement and Exhibit A. Except as otherwise expressly agreed in writing by the parties, all equipment and supplies needed for the performance shall be furnished by Performer.
2. **Compensation.** In consideration of such performance, Northeastern shall pay Performer the amount set forth in Exhibit A following the conclusion of the Event. Payment will be made by Northeastern check or in such other form as Northeastern may require, less all applicable state and federal income tax and withholding amounts, including, if applicable, the Massachusetts performer withholding tax.
3. **Merchandising.**  If Performer offers any merchandise for sale at the Event, the financial terms of such sales are set forth in Exhibit A. Performer shall be solely responsible for staffing the merchandise table(s) and for all financial transactions with customers.
4. **Warranties.** Performer represents, warrants and covenants that Performer shall at all times during the performance of this Agreement provide its best professional efforts.
5. **Marketing and Recording.** Northeastern shall have 100% control over all announcements, advertising and other promotion relating to the Event. In connection with the Event, Performer hereby grants to Northeastern permission to use, publish, copy and redistribute the name of Performer and Performer’s likeness, biography, marketing materials and other information, solely in the form provided to Northeastern or otherwise approved by Performer, at no additional cost. In addition, Northeastern may film, photograph and otherwise record Performer in connection with the Event, and Performer hereby grants to Northeastern an irrevocable, fully paid-up license to use and/or display in whole or in part such recordings in connection with the nonprofit, educational and/or research purposes of Northeastern.
6. **Relationship of the Parties.** The status of Performer shall be that of an independent contractor and not that of any employee, agent, joint venture or partner of Northeastern. Neither party shall have any power or authority to act on behalf of the other party or in its name or to bind such party, either directly or indirectly, in any manner.
7. **Indemnification.** Each party (the “**Indemnifying Party**”) hereby agrees to defend, indemnify and hold harmless the other party and its trustees, directors, officers, employees and agents (collectively, the “**Indemnified Party**”) from and against any and all third-party claims, demands, suits, settlements, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees) paid or incurred by, or asserted against, any Indemnified Party and arising out of or in connection with (i) the breach of this Agreement by the Indemnifying Party; or (ii) the gross negligence or willful misconduct of the Indemnifying Party or any of its officers, directors, trustees, employees, representatives and/or agents, except to the extent such Claim arises from the negligence of any Indemnified Party.
8. **Compliance with Law and Insurance.** Each party shall comply with all municipal, state and federal laws and regulations applicable to such party with respect to its performance of this Agreement. Performer shall carry adequate insurance of a kind and in an amount generally carried by persons engaged in the same or a similar kind of business similarly situated, unless, in any case, other types of insurance or higher amounts are required by Northeastern. The Performer shall supply to Northeastern a certificate(s) of insurance evidencing the same in a form reasonably satisfactory to Northeastern. Northeastern shall carry insurance in kind and amount consistent with other institutions of higher education.
9. **Term and Termination.** This Agreement shall commence as of the date first set forth above and shall terminate upon final payment by Northeastern or as otherwise expressly set forth in this Agreement. Any termination of this Agreement by Performer must be made in writing at least thirty (30) days prior to the date of the Event. If Performer terminates this Agreement within thirty (30) days of the Event date, Performer shall be liable for all costs and expenses reasonably incurred by Northeastern relative to this Agreement prior to notification of termination.
10. **Force Majeure.** Notwithstanding any provision of this Agreement to the contrary, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by: fire, flood, lightning, explosion, war, acts of terrorism, epidemic, pandemic, travel restrictions or public health recommendations, government requirements, acts of god or acts or failure to act by any governmental authority or any other occurrence beyond such party’s reasonable control. The affected party shall provide prompt notice to the unaffected party of any such force majeure event. Should the force majeure event require Northeastern to cancel the Event or prevent Performer from appearing and performing at the Event, the unaffected party shall have the right to immediately terminate the agreement without liability upon providing written notice to the affected party and any deposits shall be promptly returned.
11. **Governing Law.** The validity, construction, interpretation and all other matters relating to this Agreement shall be governed by and interpreted in accordance with the laws of the State where the Event is scheduled to occur, without regard to such State’s conflict of laws principles. In the event of any action or proceeding to enforce any term of this Agreement, the parties shall submit to the exclusive venue of any court located in the city or county where the Event is scheduled to occur.
12. **Alcohol and Drug Use on Campus.** Neither Performer nor its agents or representatives shall use or be under the influence of alcohol or controlled substances at any time while on the campus of Northeastern in connection with the Event. Northeastern shall have no obligation to provide alcohol or controlled substances to Performer under any circumstances.
13. **Security.** For security purposes, all persons, including Performer and its agents and representatives, and personal belongings of any of the foregoing, are subject to search by Northeastern security personnel at any time.
14. **Entire Agreement.** This Agreement contains the entire agreement between the parties and may not be modified except in a writing signed by authorized representatives of both parties. This Agreement supersedes all prior communications, understandings and agreements, whether oral or written, between Northeastern and Performer with respect to the subject matter hereof. All exhibits, addenda, attachments and riders to this Agreement are attached hereto and made a part hereof by this reference. In the event of any conflict or inconsistency between the terms hereof and any such exhibit, addenda, attachment or rider, the terms of this Agreement shall govern and control.
15. **Survival; Severability.** The provisions of Sections 4 (Warranties), 5 (Marketing and Recording), 6 (Relationship of the Parties), 7 (Indemnification), 11 (Governing Law), 12 (Alcohol and Drug Use on Campus), 14 (Entire Agreement) and 15 (Survival; Severability) shall survive any cancellation or termination of this Agreement. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, then such provision shall be deemed stricken and the remainder of this Agreement shall remain at all times in full force and effect and such invalid or unenforceable provision shall, to the extent legally permitted, be replaced by the valid and enforceable provision that comes closest to the parties’ intent underlying the invalid or unenforceable provision.
16. **Contact Information.** The contact information for Performer is:

The contact information for Northeastern is:

1. **Performer’s Conduct.** Performer and all performing personnel will not enter the crowd or other public spaces during the performance unless authorized by Northeastern in advance. Performer will not incite the audience to mosh or crowd surf, charge the crowd, stand on chairs or engage in any other potentially dangerous behavior. Aside from the Event venue or other authorized spaces, Performer must remain in public spaces on campus and shall not enter student residence halls or other unauthorized areas.
2. **Assignment and Execution.** Neither party shall assign or transfer any of its obligations under this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer shall be void. The parties warrant that they possess the legal authority to enter this Agreement, and that they have taken all actions required to exercise that authority. Each person executing this Agreement on behalf of a party hereto hereby represents and warrants that they have the authority to execute and deliver this Agreement on behalf of the party for whom they sign. This Agreement may be signed electronically and in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Performer Agreement to be executed by their respective duly authorized representatives as of the day and year first written above.

**NORTHEASTERN UNIVERSITY [PERFORMER]**

By: By:

Name: Name:

Title: Title:

**EXHIBIT A to NORTHEASTERN UNIVERSITY PERFORMER AGREEMENT**

1. **Name/Location of Event:**
2. **Certain details regarding the Event:**

Type of Event**:**

Date of Event:

Start/Finish times of Performance:

Duration of Event:

Performance breaks:

Performer will arrive at the Event location for set-up at:

1. **Amount Payable for Performance: $\_\_\_\_\_\_\_\_\_\_\_ (USD)**

**Payable to**:

1. **Merchandising:** Following the conclusion of the Event, Performer shall pay promptly to Northeastern an amount equal to \_\_\_\_\_\_ percent of total sales of all merchandise sold at the Event, excluding DVD and CD sales.