

PERFORMANCE AGREEMENT

Made by and between

THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
(Hereinafter referred to as "the University.")

and

(hereinafter referred to as "Agency")

representing

(Hereinafter referred to as "Artist")

and

All band members and production personnel
(Hereinafter referred to as "Artist's Group Members")

University, Agency, Artist and Artist Group Members is each a Party to this Agreement and collectively are Parties. The Parties hereto, agree to be legally bound, and agree as follows:

1. The Artist is hereby retained by the University for the following musical Performance (hereinafter referred to as "Performance"):

- A. Date of Performance: _____
- B. Artist's Performance Time: _____
- C. Event Starting Time: _____
- D. Doors: _____
- E. Duration of Performance: _____
- F. Facility: _____
- G. Fee: _____
- H. Sound and Lights provided by: _____
- I. Artist's Billing: _____

2. Payment of Fee shall be made via University check made payable to _____ within thirty days following the Performance. No other compensation or reimbursement of any kind shall be paid to Artist except what is set forth above. Moreover, it is agreed that payment by the University in accordance with this Agreement is expressly conditioned on full performance by the Artist of the duties and obligations herein created.

3. The Artist will load in all necessary equipment at _____ [TIME] on _____ [DATE]. Unless otherwise noted and agreed upon, the University will provide the necessary local stage crew to assist with equipment setup.

4. Every attempt will be made to provide a sound check for the Artist. However, since support acts begin at _____, a sound check may not be possible. All sound checks must be completed by _____.
5. Artist shall remove all equipment and property from and vacate the facility by _____ a.m./p.m. on the date of the Performance
6. The Artist shall be permitted to use only the performance and dressing room areas of the Facility. The Facility is to be used solely for the purpose of the Performance. The Artist shall not use the Facility, or permit the Facility to be used by any of its members, officers, directors, agents, employees, licensees, or invitees, for any unlawful purpose or in any manner likely to injure persons or property in, on, or near the Facility
7. The Artist, and each of the Artist's Group Members, shall be solely liable for and shall release, protect, defend, indemnify and hold harmless the University, its Associated Student Body, and each of its agents, officers, administrators, directors, employees and representatives (individually a "University Indemnified Party" and collectively, "the University Indemnified Parties"), from and against any and all losses, liabilities, claims, damages, actions and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") (i) arising out of or in connection with the Artist's (or any Artist's Group Members) failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to the Artist's Performance of this Agreement and/or activities at the Facility, (ii) arising out of or in connection with any unlawful acts, negligent acts, errors, omissions, or willful misconduct on the part of the Artist, an Artist's Group Member, or their officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) brought by the Artist or any of the Artist's Group Members, or any of their respective employees, agents, representatives, guests or subcontractors, which in any way arises in connection with this Agreement, including, without limitation, Losses for bodily injury, personal injury, death, property damage, or punitive damage, regardless of whether caused in whole or in part by negligence or other legal fault of any University Indemnified Party, or (iv) arising out of or in connection with any material breach, default or non-performance pursuant to this Agreement by the Artist, an Artist's Group Member, or their officers, directors, agents, or employees.

The University shall release, protect, defend, indemnify, hold harmless the Artist and the Artist's Group Members, and each of their respective agents, officers, directors, principals, employees and representatives (individually an "Artist Group Indemnified Party" and collectively, the "Artist Group Indemnified Parties"), from and against any and all Losses (i) brought by any employee of the University, which in any way arises in connection with this Agreement, including, without limitation, Losses for bodily injury, personal injury, death, property damage, or punitive damage, regardless of whether caused in whole or in part by negligence or other legal fault of any Artist Group Indemnified Party, or (iii) arising out of or in connection with any material breach, default or non-performance pursuant to this Agreement by the University, or its officers, directors, agents, or employees.

It is in the intent of this Agreement that the parties' respective release, defense and indemnity obligations will be enforced to the maximum extent permissible by law, and shall not be limited by the insurance provisions of this Agreement. This provision shall survive any completion, expiration or termination of this Agreement.

8. The University reserves the right to refuse access to any officer, agent, employee licensee or guest of the Artist, upon reasonable non-discriminatory grounds.
9. The Artist hereby acknowledges and agrees that the University shall have the exclusive right, to permit and approve all support talent or headliners for the Performance and to advertise and promote support talent and headliners in conjunction with the Artist's appearance.
10. The Artist understands and agrees that the University makes no representations or warranties with regard to the condition of the Facility or any property of the University and the Artist agrees to accept all such property in "as is" condition.
11. The Artist shall not make any alterations, additions, or other changes to the Facility or any property of the University without the prior written consent of the University.
12. Authorized representatives of the University shall have the right to enter and have full access to the Facility and to all University property used or occupied by the Artist at any time(s) for any reasonable purpose(s) or reason, so long as such entrance does not unreasonably interfere with the Artist's Performance as stated in this contract.
13. The University will provide all house personnel necessary for the Performance. This includes all ushers, ticket takers and security personnel deemed necessary by the University. Personnel required to operate sound and lighting equipment will be mutually agreed upon by the University and the Artist.
14. The Artist shall not occupy or use the Facility except as provided in this Agreement.
15. The Artist shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and/or from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable local, state or federal law.
16. The Artist shall not produce or post any advertisements on or off University property or in any electronic media without the written consent of the University. The Artist is never permitted to post or display advertising on University property.
17. The Artist shall not broadcast by television or radio, or any other means, any part of the Performance scheduled to be presented in the Facility under the terms of this Agreement, without the prior written approval of the University.
18. The Artist shall not operate any equipment or materials belonging to the University, without the prior written approval of the University.
19. The Artist shall not engage in the sale of any tickets for the Performance, without the prior written approval of the University.
20. The Artist and Artist's Group members shall abide by all federal, state, and local laws as well as applicable University rules and regulations. The University prohibits the use, possession, display or storage of any weapon, explosive device, fireworks or combustible device in the Facility or on University property. Smoking is prohibited in the Facility. The possession or consumption of alcohol in the Facility is prohibited.

21. With respect to the Performance, the Artist shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or Performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The Artist shall indemnify, defend, protect and hold harmless the University and all other Indemnities (as defined in this Agreement) of and from all and all manner of Losses arising in any from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or Performance by the Artist, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcast, or on-line service providers, satellite or cable, and all other publication or Performance means whatsoever, whether now known or developed after the date of this Agreement.
22. The Artist shall have no right to any portion of any revenue received by the University as a result of ticket sales, advertising or sponsor recognition displayed during, or associated with, the Performance unless noted in the aforementioned fee.
23. The University shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to the Performance or any revenue received by, or payments made to, the Artist in respect to the Performance. The Artist shall pay and/or collect and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed.
24. In the event of a material breach of the terms and conditions of this Agreement, the non-breaching party may, at its option, upon written notice to the breaching party, terminate this Agreement.
25. In the event of a material breach of the terms and conditions of this Agreement by the Artist, the Artist agrees to pay all documented out of pocket expenses incurred by the University. Payment must be received by the University no later than 30 days after the Artist receives the appropriate documentation of expenses.
26. Decisions regarding the safety of the Performance due to weather conditions will be a joint decision between the Artist and the University.
27. Placement and numbers of security personnel will be at the discretion of the University.
28. The University reserves the right to allow photographers and reporters from legitimate news organizations a limited time to photograph the Artist. The University reserves the right to shoot still photographs of the Artist for archival purposes and reserves the right to use surveillance video for security purposes.
29. Any notices sent pursuant to this Agreement must be delivered by certified mail, return receipt requested, postage prepaid, or delivered by hand or by a reputable overnight carrier addressed to the appropriate party as follows:

To University:

Office of the General Counsel
6823 St. Charles Avenue, Gibson Hall Room 300
New Orleans, LA 70118

To the Artist:

All notices shall be deemed given when received.

30. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective permitted successors and assigns. Neither party may assign, subcontract, transfer or delegate, in whole or in part, its rights or obligations under this Agreement except with the prior written approval of the other.
31. Any changes to this Agreement must be done in writing and agreed to in writing by both Parties.
32. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective permitted successors and assigns.
33. The Artist is retained by the University solely for the purposes and to the extent set forth in this Agreement, and the Artist's relation to the University during the term of this contract shall be that of independent contractor. This Agreement shall not, in any way, be construed so as to create any sort of employer-employee relationship, partnership, or any other joint undertaking or venture between the parties hereto, including the University.
34. The rights and obligations of the Parties hereunder shall be governed by and determined according to the laws of the State of Louisiana.
35. If either party is unable to perform any of its obligations under this Agreement due to events beyond its reasonable control, The University shall have the right to reschedule the Performance at a time mutually agreed upon with the Artist. The Artist will not be compensated for any expenses incurred for the original date of Performance. Events beyond a party's reasonable control shall include, but not be limited to, acts of God, war, civil commotion, strikes, fire, flood, hurricane or other casualty and government regulation or restriction.
36. Pursuit by either Party of any of the remedies described herein, or otherwise available at law or in equity, shall not preclude pursuit by that Party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party.
37. The invalidity or unenforceability of any particular provision, or part of any provision, of the Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

38. The obligations, commitments, responsibilities and liabilities of the Artist and/or each of the Artist's Group Members, described herein or arising hereunder, shall be joint and several.
39. Artist, at its expense, agrees to maintain the following insurance:

COVERAGE	LIMITS
a. Workers Compensation	statutory
b. Employers Liability	\$500,000 per accident or disease \$1,000,000 aggregate
c. Comprehensive General Liability	\$1,000,000 combined single limits for bodily injury and property damage per occurrence \$2,000,000 general aggregate
d. Automobile Liability (including any hired and non-owned autos)	\$1,000,000 combined single limits for bodily injury and property damage per occurrence \$1,000,000 general aggregate

40. The University and the University Indemnified Parties shall be named as additional insureds with respect to insurance policies identified in c and d above, and all of the policies identified above (a through d) shall be endorsed to include a full waiver of subrogation in favor the University and the University Indemnified Parties. Certificate of insurance evidencing coverage required above shall be filed with the University's Office of Risk Management, 6823 St. Charles Ave., Gibson Hall Room 300, New Orleans, LA 70118. Fax 504-862-8766 at least fifteen (15) days before the furnishing of any services required by this Agreement. Such certificates shall provide that the insurer will give the University not less than thirty (30) days advance notice of any material changes in or cancellation of coverage.
41. Artist agrees to conduct its activities and Performance in a careful and safe manner and agrees to assume all risk of damage to and loss or theft of Artist's and Artist Group Member's property while at University. Artist agrees to defend, indemnify and hold harmless The Administrators of the Tulane Educational Fund and their officers, governing Board, agents, employees and students from and against all claims, demands, suits, losses, liabilities (including reasonable attorney fees) arising in favor of or asserted by or on behalf of any person or entity (including Artist's employees, agents or contractors) for bodily injury, personal injury, death or property damage arising out of or related to the Performance or use of Facility.

AGREED TO AND ACCEPTED:

THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND

By _____ (Signature)
Vice President for Student Affairs

_____ (Date)

ARTIST

By _____ (Signature)

_____ (Print/Type Name)

(All checks will be payable to this person unless the "Doing Business As" space below is completed)

_____ (Date)

_____ (Artist/Agency federal tax ID or social security number)

_____ (Doing Business As)
ARTIST/AGENCY CORPORATE NAME

_____ (Artist/Agency street address)

_____ (Artist/Agency city, state, zip)