

# UNIVERSITY of HOUSTON



## Performer Agreement

**This Agreement** is entered into between the University of Houston, on behalf of a Student Service Fee-Funded Agency (“University”) and \_\_\_\_\_ (“Performer”) through \_\_\_\_\_ (“Agent”) who warrants that he/she/it is authorized to represent Performer and legally bind Performer to this Agreement.

**1. ENGAGEMENT:**

Performer will perform as follows:

Day/Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location: \_\_\_\_\_ Rain Location: \_\_\_\_\_

Topic or Type of Performance: \_\_\_\_\_

Additional activities to be included in Performer’s schedule:

**2. OBLIGATIONS OF PERFORMER AND/OR AGENT:**

- a. Performer will be present at the location of the engagement at least \_\_\_\_\_ minutes in advance to complete technical arrangements and set-ups. All sound checks and rehearsals, if any, must be completed at least \_\_\_\_\_ minutes prior to the performance starting time.
- b. Performer or Agent will \_\_\_ will not \_\_\_ provide a press kit to University. If required, the press kit must be received two weeks prior to the engagement.
- c. If for any reason, except an act of natural phenomenon, illness, strike, riot, or other legitimate reason beyond his/her control, Performer fails to complete the engagement as required herein, Performer and Agent will reimburse University for its actual expenses incurred immediately upon presentation of a statement of such expenses.
- d. If Performer arrives at the location of the engagement or performs under the influence of intoxicating beverages, narcotics, or drugs, University may cancel this Agreement with no liability on the part of University.
- e. Performer and Agent warrant Performer will not commit any slander or incite the listeners to an imminent threat of riot, civil disorder, or other illegal act. Performer and Agent agree to indemnify, defend and hold University, its System, its components, regents, officers, agents, and employees, harmless from any claims, losses, suits, proceedings, damages or liabilities, including attorney’s fees, for property damage, personal injury, death, or any other cause of action that arises out of or is based, in whole or in part, upon any act or failure to act by Performer or Agent and/or their officers, agents, and employees in performing the Services under this Agreement. Performer and Agent will reimburse University for any legal or other expenses incurred by University in connection with investigating or defending against such claims, losses, suits, proceedings, damages or liabilities, as and when such expenses are incurred. University reserves the right to settle any claim, proceeding, or suit at any time.
- f. Any royalty fees, BMI, ASCAP, SECAC, AGVA, or union dues which may be required in addition to the compensation for artist’s services agreed upon are the responsibility of Performer or Agent, not University.

- g. Performer and Agent agree to abide by all University, local and state regulations, laws, ordinances, and policies, which may be applicable in the performance of meeting the conditions specified in the agreement.
- h. It is understood and agreed that Performer will not solicit funds or contributions either directly or through the sale of materials unless prior written permission is obtained from University \_\_\_\_\_ days prior to the performance and a solicitation permit is approved.
- i. It is specifically agreed that Performer and Agent, in fulfilling the terms and conditions of this Agreement, are acting as independent contractors and not as agents or employees of the University of Houston.

3. **OBLIGATIONS OF UNIVERSITY:**

- a. University will provide the facility and security, if necessary, for the engagement. Additional facilities and equipment to be provided:
  - b. University will publicize the engagement according to its own policies and procedures.
  - c. University may provide a photographer, and all negatives and prints will remain the property of University with the condition that they will not be used for commercial gain or any other purpose other than University promotional materials.
  - d. University may \_\_\_ may not \_\_\_ video record the event. If permission is given for video recording, the following portion may be recorded:

If the event is video recorded, all tapes shall remain the property of University with the condition that it will not be used for commercial gain or used by any other than University.

- e. University will provide food, lodging and transportation as detailed below [if none, state "NONE"]:
- f. University is hereby relieved of any liability if unable to meet the responsibilities of the agreement because of any natural phenomenon, riots, epidemics, strikes, any act or order of public authority, or any other cause similar or dissimilar beyond the control of University. Furthermore, if such acts or conditions occur, University is not liable for any damage which Performer, his/her employees, or representative might suffer.
- g. University shall be the only party authorized to issue complimentary tickets to the performances; however, upon request by Performer or Agent no later than \_\_\_\_\_ working days prior to the performance a maximum of \_\_\_\_\_ complimentary tickets shall be given to Performer or Agent.
- h. University or Performer can terminate this agreement in writing at any time with \_\_\_\_\_ days notice. University shall only be liable for payment of services and expenses incurred prior to termination.

4. **COMPENSATION:**

- a. The total amount to be paid to Performer under this agreement shall not exceed: \$\_\_\_\_\_.
- b. The total amount of obligation to University will be limited to \$\_\_\_\_\_ paid to Performer and \$\_\_\_\_\_ paid for food, lodging and transportation.
- c. University agrees to pay Performer by University check at the conclusion of the engagement provided Performer or Agent returns this Agreement \_\_\_\_\_ working days prior to the engagement. University agrees to expedite the check-writing process to meet this deadline. No deposits or advance payments can be made prior to the performance due to restrictions on the expenditure of University funds.

5. **GENERAL PROVISIONS:**

- a. This agreement shall be governed and interpreted under the laws of the State of Texas.
- b. All applicable laws, regulations, and University of Houston policies and procedures relative to conduct on University premises shall govern the services provided under this Agreement.
- c. All contracts require the written approval of the University of Houston's Vice President for Student Affairs Division Administrator at least five days prior to the performance.
- d. For agreements between University and a corporation: Performer or Agent certifies that upon the effective date of this Agreement, it is either (1) not delinquent in payment of State of Texas corporate franchise taxes, or (2) not subject to the payment of such taxes. Performer or Agent agrees that any false statement with respect to franchise tax status shall be material breach hereof, and University shall be entitled to terminate this agreement upon written notice thereof to Performer or Agent.
- e. Under section 231.006 of the Family Code, Performer or Agent certifies that the individual or business entity named in this contract is not ineligible to receive the specified payments under this contract and that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- f. Alternative Dispute Resolution
  - (1) The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by University and Performer or Agent to attempt to resolve any claim for breach of Contract made by Performer or Agent:
    - i. A Performer or Agent's claims for breach of this Agreement that Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Performer or Agent shall submit written notice, as required by subchapter B, to [for the System, the Chancellor; for component institutions, the President] or his/her designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of University and Performer or Agent other wise entitled to notice under the Parties' Agreement. Compliance by Performer or Agent with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
    - ii. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Performer or Agent's sole and exclusive process for seeking a remedy for any and all alleged breaches of Agreement by University if Parties are unable to resolve their disputes under subparagraph (i) of this paragraph.

- iii. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by University nor any other conduct of any representative of University relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- (2) The submission, processing and resolution of Performer or Agent's claim is governed by the published rules adopted by the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Part 3 Chapter 68.
- (3) Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by Performer or Agent, in whole or in part.
- g. This agreement and any written modifications of it constitute the sole agreement of Parties; any oral agreements or understandings in conflict with this agreement shall be void.
- h. Any and all modifications of this agreement shall be in writing hereon or attached hereto and signed or initialed by all Parties. Facsimile copies are not acceptable.
- i. The obligations to be performed under this agreement are performable in Harris County, Texas.
- j. All notices and communications between Parties must be directed to the following authorized agents of Parties at the addresses shown below:  

University:	Performer or Agent:
_____	_____
_____	_____
_____	_____
- k. The representative of University, in signing this contract, signs it in a representative capacity and does not assume any personal liability for meeting the terms of the Agreement.
- l. Notwithstanding any other provision in this Agreement to the contrary, there shall be no agreement between Parties respecting the subject matter of this document until this document is accepted and signed by all Parties listed below. Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**UNIVERSITY OF HOUSTON**

**PERFORMER or AGENT**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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

Dept. Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attn: \_\_\_\_\_

**Note: Modification of this Form requires approval of OGC**