PALM BEACH STATE COLLEGE

# Performance Agreement

This AGREEMENT made and entered into on_____, between PALM BEACH STATE COLLEGE hereinafter referred to as "COLLEGE" and Performer hereinafter referred to as "Performer" mutually agree to the below:

The COLLEGE hereby engages the Performer and the Performer hereby agrees to perform the engagement, the terms and conditions of which are set forth herein:

1. **Performer Information:**
Name: _____
Address: _____
_____
_____
Telephone: _____ Fax: _____

2. **College Information:**
Palm Beach State College Contact Person: _____
Address: _____
_____
_____
Telephone: _____ Fax: _____

3. **Day, Date and Location of Engagement:**

| Date: | Time: | Campus & Location: |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Set up times (if any): _____

5. **Detailed Description of Engagement:**_____
_____
_____
_____

6. **Terms of Engagement:**
Performer will supply: _____
_____
_____
College will supply: _____
_____
_____
*Any and all other equipment and personnel necessary for the performance that is not listed above shall be provided by and at the expense of the Performer. Note: As to audio/sound equipment, Palm Beach State College has the right to determine the sound level and maximum amplification.*

7. **Payment for Engagement:** $_____ by COLLEGE check, payable to_____
_____at end of performance.
Additional payment terms if applicable: _____
_____

**8. Cancellation:** Either party reserves the right to cancel this Agreement without obligation upon thirty (30) day written notice prior to the date of the performance. Any failure of either party to perform maybe excused for proven sickness or injury, civil tumult or riot, acts of God, or other conditions beyond the control of Palm Beach State College or the Performer. Any cancelled performance may be rescheduled upon mutual written consent of the parties. **Upon cancellation of the performance, except for proven sickness or injury of the Performer, Palm Beach State College has the discretion to reimburse the Performer up to twenty percent (20%) of the total performance compensation not to exceed a maximum amount of $500.00**

**9. Agent:** If this Agreement is signed by Performer's agent, such agent warrants that he/she is duly authorized to act for and on behalf of the Performer, that he/she is authorized to enter into this Agreement, and that the agent and performer are jointly and severally liable for any breach of this Agreement.

**10. Relationship of Parties:** Performer is an independent contractor, and neither Performer nor Performer's employees, agents, or other representatives shall be considered Palm Beach State College employees or agents. Performer shall not use College name, trademarks, logos or marks without College's prior written approval. Performer represents and warrants that it is not on the Convicted Vendor List (see § 287.133 (2)(a), Fla. Stat.). Vendor must complete College Vendor application and submit it to the purchasing department, unless one is on file.

**11. Content of Performance:** Performer is solely responsible for the content of material performed and shall hold College harmless from any claim arising out of the performance of this Agreement, including, but not limited to, claims of libel, copyright infringement or other alleged use or materials by Performer at the performance covered by this Agreement.

**12. Insurance:** Performer is required to carry liability insurance and proof of insurance needs to be provided with execution of contract.

**13. Indemnification by Performer:** Performer agrees to indemnify, defend and hold College, and its respective trustees, director, officer, employees and agents harmless from and against any and all liability, loss, costs, injury, damage, penalties, suits, judgments, demands, claims, expenses and disbursement (including without limitation attorney's fees) of any kind whatsoever arising out or, on account of, or in connection with Performer's obligations and performance under this Agreement. Performer will not be liable for College negligence. This indemnity shall survive the termination of this Agreement.

**14. General Provisions:**

a. Nothing is this Agreement shall be construed as an indemnification of the Performer by College or as a waiver of sovereign immunity beyond that provided in § 768.28, Fla. Stat. Each party assumes risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

b. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties' successors and assigns.

c. This Agreement is governed by the laws of the state of Florida. Venue for all actions or proceedings arising in connection with the Agreement shall be tried and litigate exclusively in state or federal courts in Palm Beach County.

***The signatures below confirm that the parties have read and approved all terms above along with any attached rider.***

| PERFORMER | COLLEGE |
| --- | --- |
| By:_____ | By:_____ |
| _____<br>Name | Richard A. Becker<br>Name |
| _____<br>Title | VP Administration & Business Services<br>Title |
| _____<br>Date | _____<br>Date |