

PERFORMANCE CONTRACT

THIS CONTRACT is entered into this \_\_\_ day of \_\_\_\_\_ by and between the **University of Miami**, Coral Gables, Florida, hereinafter referred to as "University" and \_\_\_\_\_ hereinafter referred to as "Performer".

Requesting Department: \_\_\_\_\_  
Name and place of engagement: \_\_\_\_\_  
Date(s) of engagement: \_\_\_\_\_  
Time of engagement: \_\_\_\_\_  
Type and engagement: \_\_\_\_\_  
Fee, payable by University check upon completion of performance: \$\_\_\_\_\_

- 1. The University shall at all times have complete supervision, direction and control over the performance. The University expressly reserves the right to control the sound level during the engagement, specifically calling for a maximum continuous sound level of 85 decibels and an instantaneous sound noise output of 90 decibels daytime, and maximum continuous sound level of 98 decibels and an instantaneous sound noise output of 103 decibels in the evening after 5:00pm. In the event that the need arises or inclement weather dictates movement of performance indoors, the University reserves the right to adjust the sound level accordingly.
- 2. It is expressly understood by the parties that all advertising and promotion of this performance shall be the exclusive right of the University; any promotion or advertising of said performance by the Performer or its agents or assigns must be with the written approval of the University.
- 3. Insurance: Promoter shall furnish public liability and property damage insurance in the following amounts: Public Liability and Property Damage \$5 million/\$1 million. Such insurance shall designate Promoter and the University of Miami as an additional named insured and shall provide that such insurance shall be primary over any other liability policy maintained by the University of Miami. Evidence of such coverage, in the form of a "Certificate of Insurance" issued by the insurance company providing coverage, must be submitted to the University two weeks prior to the event.
- 4. Force Majeure: If the performance contemplated herein shall be canceled by either party due to the occurrence, or threatened occurrence of an Act of God, this contract shall be canceled and the parties shall be discharged from any further obligations.
- 5. Unfavorable Weather: The University may consult with the Promoter to decide whether the Promoter shall perform in the event of unfavorable weather conditions. In the event of inclement weather, the University shall have the right to delay the time of the performance by one (1) hour to allow for improvement in weather conditions. The University shall also have the right to choose an alternative concert site in case of unfavorable weather conditions.
- 6. The Performer is engaged as an independent contractor. Performer is not an employee or agent of the University.
- 7. The University will not be liable to report and/or pay employment taxes and similar employer levies.
- 8. Performer represents that the person signing on behalf of Performer has authority to bind Performer.
- 9. The University may cancel this contract by written notice in its discretion.
- 10. It is agreed that this contract is the whole agreement between the parties. The parties may amend this contract or incorporate a rider. Such amendment or rider must be in writing and signed by both parties.
- 11. This agreement shall be deemed to be made and entered into in the State of Florida, and shall in all respects be interpreted, enforced and governed under the laws of the State of Florida, without giving effect to the conflict of laws principles of Florida law. The parties expressly consent to the exclusive jurisdiction and venue of any court of competent jurisdiction in Miami-Dade County, Florida.

Name of Performer: \_\_\_\_\_ Area Code/Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Federal Tax ID or Social Security #: \_\_\_\_\_

**FOR PERFORMER:**

**FOR THE UNIVERSITY OF MIAMI:**

\_\_\_\_\_  
Signature of Performer Leader Date

\_\_\_\_\_  
Financial Operations Date

\_\_\_\_\_  
Print Name of Performer Leader

\_\_\_\_\_  
Student Activities Advisor Date  
Print Name of Advisor