

Artist Agreement

This Artist Agreement ("Agreement") is made this _____ day of _____, _____, by and between **CASE WESTERN RESERVE UNIVERSITY** ("University"), and _____ whose address is _____ ("Artist").

The University desires the Artist to perform, and the Artist desires to perform, at the University in accordance with the following terms and conditions:

1. Type of Performance:
 - a) Location of Performance:
 - b) Time Performance begins/ends:
 - c) Number of sets/length:
 - d) Date(s) of Performance: Arrival time:
 - e) Technical requirements and equipment to be provided by the University (sound, lights, electricity):

Artist explicitly understands that COVID-19 is an extremely contagious disease that can lead to severe illness and death, and that federal, state, and local governments and health agencies recommend social distancing and other preventative measures. Artist agrees that Artist will not visit University if Artist (i) experiences symptoms of COVID-19, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. Artist understands and acknowledges that Artist can become infected with COVID-19, directly or indirectly, by coming onto University property. Artist voluntarily assumes all risks related to exposure to COVID-19, including quarantine requirements, monetary loss, personal injury, illness, permanent disability, and death. Artist understands that the risk of becoming exposed to or infected by COVID-19 while on the University campus may result from the actions, omissions, or negligence of Artist and others, including, but not limited to, University employees. Artist understands that other bacteria, viruses, or infectious diseases may be similarly contagious and dangerous, with similar risks and outcomes. Artist agrees to indemnify, defend, and hold harmless University from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims related to COVID-19 or other bacteria, viruses, or infectious diseases. Artist understands and agrees that this release includes any claims based on the actions, omissions, or negligence of University, its employees, agents, and representatives, whether a COVID-19, or other bacteria, virus, or infectious disease infection occurs before, during, or after coming onto University campus.

2. The University shall pay \$_____ to the Artist for the performance(s) as set forth herein, less any fees and costs specified in this Agreement. Provided that the Artist has returned a signed Agreement to the University not less than ten (10) days prior to the date of the final performance, payment will be made in full at completion of all performance(s) by University check, made payable to (as it should appear on the check): _____, unless otherwise indicated. No costs, expenses, interest, dues, fees, or any payment other than specified in this paragraph shall be paid by the University.



3. The rental fee to the Artist for the equipment specified in Paragraph 1 above shall be \$_____. The University is not responsible for providing any equipment not listed. The Artist agrees to pay the specified rental fee whether or not the Artist actually uses the equipment for the performance(s) specified in this Agreement. In addition to the rental fee, the Artist shall be liable for any damage to the equipment while in the Artist's possession or under the Artist's control.
4. The University will provide the following refreshments, dressing facilities, technical support, or other amenities or assistance to the Artist for the performance(s) at the costs specified:_____.
5. Except for the following, the Artist will be responsible for all transportation and housing arrangements and all other costs:
_____.
6. In the event fees and costs are not deducted from the performance fee, the Artist agrees to pay all fees and costs within fourteen (14) days from the date of invoice from the University.
7. If for any reason, except due to a *force majeure*, the Artist cancels this Agreement or requires a change of date, the Artist agrees to reimburse the University for its bona fide out-of-pocket expenses immediately upon presentation of a certified statement of such expenses to the Artist or his/her agent.
8. The Artist shall not possess, use or consume alcoholic beverages, narcotics, or drugs at the performance site, the dressing room(s), or at any lodging, accommodations, or other premises which are part of the University.
9. The University may cancel this Agreement with no liability on its part if the Artist fails to abide by any of the conditions specified in this Agreement.
10. It is understood and agreed that the Artist executes this Agreement solely as an independent contractor and is not acting as an employee or agent of the University in any respect. The Artist shall have exclusive control over the means, method, and details of fulfilling his/her obligations under this Agreement, except for the performance time(s), length and number of sets specified in Paragraph 1 above.
11. The Artist shall indemnify, defend, and hold the University harmless from and against all damages, claims and actions, and all expenses incidental to such claims and actions, in connection with, based upon, or arising out of damage to property, personal injury, or other willful or tortious acts or omissions caused by or contributed to by the Artist or anyone acting under Artist's direction or control or on the Artist's behalf in the course of performance under this Agreement, including but not limited to any alleged infringement on any copyright, patent, or other intellectual property right of a third party. The Artist's obligations shall not apply to liability based upon the sole negligence of the University.
12. The Artist agrees and warrants that in the performance of this Agreement, he/she will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, religion, age, gender, color, handicap, disability, sexual orientation, national or ethnic origin, political affiliation, or veteran status.
13. The Artist agrees not to use the University's name or logos for any advertising or other commercial purposes, or otherwise disclose any provisions of this Agreement, without the express prior written approval of the University.
14. The Artist agrees to provide the following items of advertising and promotional material without additional charge: _____. The University may use the Artist's name and likeness solely for the purpose of promoting the performance.
15. All deletions or additions to this Agreement and its riders must be initialed and dated by authorized representatives of both parties in order to be valid.



16. This Agreement, including any rider hereto, constitutes the entire understanding between the parties regarding the subject matter herein, and neither party shall be bound by any terms or understandings other than those contained in this Agreement.
17. The Artist ☐ is ☐ IS NOT a University student.
18. The Artist ☐ does ☐ DOES NOT have a job through University Student Employment.
19. The Artist ☐ is ☐ IS NOT a University employee.

ARTIST	AGENT (if applicable) <i>The undersigned represents and warrants that he/she is authorized by the Artist to accept, and bind the Artist to, the terms and conditions set forth herein and execute this Agreement.</i>	CASE WESTERN RESERVE UNIVERSITY
Signature:	Signature:	Signature:
Print Name:	Print Name:	Print Name:
Group Name (if applicable):	Date:	Title:
Date:		Date:
Signature:		Signature:
Print Name:		Print Name:
Date:		Title:
		Date: