

**Fordham University**

**Office of Student Leadership and Community Development  
Performance Contract**

**Rose Hill Campus**

The Office of Student Leadership and Community Development of Fordham University, a not-for-profit educational corporation, organized and existing under and by virtue of the laws of the State of New York (hereinafter "the University") and

\_\_\_\_\_ (Full Name of Performer or Group)

(Hereinafter "the performer") mutually agree, to contract for the personal services of the Performer and agree as follows:

1. The performer agrees to present a performance consisting of \_\_\_\_\_  
on \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_  
(Name of facility and address)

2. The performance will start at \_\_\_\_\_ and end at \_\_\_\_\_, and will contain \_\_\_\_\_ performance breaks of \_\_\_\_\_ minutes each.

3. The Performer will arrive at the performance location to "setup" for performance on \_\_\_\_\_ . (Date & Time)

4. The sum of \$\_\_\_\_\_ shall be paid to the Performer by check made payable to: \_\_\_\_\_ at the conclusion of the performance provided the performance complies with all the terms of this Contract. However, if the Performer is notified by the University that the Performer has violated the terms of this Contract then no payment will be due at the end of the performance. Any payment due may be discussed on the first regular business day following the performance by the Student Leadership and Community Development Administrator or designee and the Performer or the Performer's agent.

5. It is agreed that the Performer executes this contract as independent contractor. This contract shall not create any employee, agent, or servant relationship, nor shall it create any partnership or other kind of joint venture between the university and the Performer. Performer shall be responsible for the payment of any and all state, federal, and local taxes and dues which may be due as a result of any payments under this Contract and the University will not be responsible for withholding said taxes and dues.

6. The Performer shall furnish any and all equipment necessary. All equipment, property and effects of the Performer and of all persons claiming through or under the Performer which may be on University property at any time before, during or subsequent to the performance, shall be on such property at the sole risk of the Performer. The University will not be responsible for any damage or loss to the whole or any part thereof of Performer's property unless caused solely by the negligence of the University, its agents or employees.

7. The Performer agrees that if the University or any of its agents or employees should receive or handle on behalf of the Performer property of any kind delivered to University premises or placed in its custody either prior, during or subsequent to the performance, the University, its agents and employees shall act solely for the accommodation of the Performer; and neither the University nor its agents or employees shall be liable for any loss, damage, injury or destruction of such property.

8. While on University property the Performer shall not cause or produce any unusual, noxious or objectionable smoke, gases, vapors or odors; use any drugs or alcohol; post any signs on University property without prior approval from the proper University office; use or permit the use of University property for unlawful purpose; or without the written approval of the University, take up any collections or sell any merchandise, souvenirs, or other items, including CD's on University premises during the term of this contract.

9. In keeping with its educational mission, the University reserves the right to restrict the use of its property in such manner as not to unreasonably interfere with the normal conduct of University business, and further reserves the exclusive right to determine, limit, regulate, and enforce the University's standards to which all creative and expressional activity of the Performer will conform.

10. The Performer shall not engage in conduct in an unsafe, careless, or negligent manner. The Performer shall not overload or cause to be overloaded any wall, floor, ceiling, stage, bandstand, or electric wiring or circuitry. The Performer shall not do or cause any act to be done which will injure or harm any person or persons or which will in any way mar, deface, or injure any part of the University property.

11. The performer shall assume liability for and shall make reparations for any and all damages, injuries, and the foreseeable results of such damages or injuries to University property caused by the Performer or its agency or employees under this Contract. The Performer further agrees to indemnify and hold harmless the University, its trustees, officers, employees, and agents from any and all claims, suits, demands, actions, or liabilities, including attorney's fees and court costs arising as a result of any act or omission of the Performer, its agents, employees, or contractors.

12. The University reserves the right to terminate this Contract without penalty for breach of any of the terms contained herein or if it should become impractical to hold the performance due to causes beyond the control of the University, such as acts of God, storm, fire, flood, earthquake, damage or destruction of its facility, labor disturbance, war, civil commotion, shortage or unavailability of labor, governmental law, ordinance order to regulation or other causes beyond the University's control.

13. Performer shall maintain and keep in full force and effect general liability and property damage insurance policies in such amounts that adequately protect the interests of the University. Such policies shall list Fordham University as an additional named insured evidenced by a certificate acceptable to the University and submitted at least seven (7) days prior to the date of the Performance.

14. The Performer and the University further agree that, in the event that the Performer fails to appear in accordance with the terms and conditions of this agreement, the Performer will pay to the University one-fourth of the total contact price as liquidated damage for the costs the University shall incur in advertising and other expenses in anticipation of the Performer's performance.

15. This contract contains the entire agreement between the parties with respect to this performance. Any and all modification, additions, or deletions to this contract must be in writing, initialed and dated by the authorized representatives of both parties and attached to this contract.

16. Performer shall comply with all applicable federal state and local laws, including health, safety, fire and building codes.

17. Unless otherwise agreed in writing, Performer shall not have a right to broadcast, televise, photograph, or otherwise reproduce the performance hereunder or any part thereof, nor shall Performer use the University's name, logo or service mark in any advertisements or promotional materials in connection with this contract.

18. This contract will not be considered for execution by the University unless it is returned fully executed by Performer to the Student Leadership and Community Development Administrator by \_\_\_\_\_. Any person signing on behalf of the Performer expressly warrants that he/she is authorized by the Performer to execute this contract. Students of Fordham University are not authorized to make offers or enter into agreements for the University. This contract will not be executed by the University unless the social security number or federal employer identification number of the payee is provided.

Sponsoring Club \_\_\_\_\_ Club Representative \_\_\_\_\_  
In Witness Whereof the parties have duly signed this Agreement below on the dates affixed by their name.

Performer: \_\_\_\_\_  
(Signature) (Print Name & Title)  
\_\_\_\_\_  
(Street) (City, State, Zip Code)

Two non-Fordham client referrals: \_\_\_\_\_  
(Names only - Please Print)

Fordham University: (Dean of Students or Assistant Dean for Student Leadership and Community Development ONLY)  
\_\_\_\_\_  
(Signature) (Print Name and Title) (Date)

Return: Fordham University, Rose Hill Campus, Office of Student Leadership and Community Development  
441 East Fordham Road, McGinley Center Room 204, Bronx, NY 10458

Controllers Office - White Copy  
Office of Student Leadership and Community Development - Yellow Copy  
Performer - Pink Copy

7/2006