

**STUDENT PROGRAMS OFFICE  
BOSTON COLLEGE  
PERFORMANCE CONTRACT**

1. The parties of this contract are BOSTON COLLEGE (hereinafter call the “Employer” and \_\_\_\_\_ (hereinafter called the “Performer”).
  
2. The Employer hereby engages the services of the Performer for the following “Event”:  
Title of Event: \_\_\_\_\_  
Date of Event: \_\_\_\_\_  
Place of Event: \_\_\_\_\_  
Time of Event: \_\_\_\_\_  
Name of Sponsoring Organization: \_\_\_\_\_  
Student Contacts:  
    a. \_\_\_\_\_  
    b. \_\_\_\_\_
  
3. The Event shall consist of \_\_\_\_\_ presentation \_\_\_\_\_ minutes in length.
  
4. In return for the Performer’s services, the Employer agrees to pay the Performer the sum of \_\_\_\_\_ by check payable to the performer following the *completion* of the event. No deposits will be made to the Performer. This contract must be signed and returned to the Student Programs Office at least 15 business days *prior* to the presentation in order to ensure that a check will be ready on the date of the presentation. If this contract is received by Employer less than 15 business days in advance, Performer’s payment will be available 15 business days *after* the performance.
  
5. In order to be compensated for the performance, the performer agrees to complete a W-9 and register for direct deposit of payment with Boston College at ([www.bc.edu/offices/buy/businesswith.html](http://www.bc.edu/offices/buy/businesswith.html))
  
6. The Performer agrees to arrive at the site no later than 20 minutes prior to the scheduled performance. If rehearsal and/or set-up by the Performer is required, this arrival time will be specified.
  
7. All sound equipment, lighting, set-up and break-down necessary for the performance is the responsibility of the Performer unless otherwise noted below. The following special provisions will be arranged by the Employer at its expense (note: any agreement on stage size, equipment, services, etc.):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
8. All aspects of the event other than the actual performance are the responsibility and prerogative of the Employer unless otherwise noted in this contract. This provision includes ticket sales, ticket-takers, ushers, security, electricians, maintenance, clean-up and other services.
  
9. Performer agrees to adjust the volume of the sound equipment if requested by Employer.
  
10. Advertising is the responsibility and prerogative of the Employer. **All events are advertised on campus only.** The Performer agrees to provide the following promotional material: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
11. All concession shall be operated, controlled and retained by the Employer.
  
12. This contract shall be governed by the laws of the Commonwealth of Massachusetts.
  
13. Performer shall keep harmless and indemnify from the Employer against any damages, costs and expenses, including reasonable attorney’s fees incurred in defending or compromising any action in tort arising out of or in connection with Performer’s conduct in the promotion of production of the Event or its performance in the aforementioned Premises. In the event that any claim is made against the Employer in respect of which indemnity may be sought by the Employer from the Performer hereunder, then the Employer shall, with

reasonable promptness and before payment of such claim, give notice of such claim to the Performer. If no objection as to the validity of the claim is made in writing to the Employer by the Performer within (30) days after giving notice hereunder, then the Employer may pay such claim and shall be entitled to reimbursements. If prior to the termination of such thirty (30) day period objection in writing as to the validity of such claim is made to the Employer by Performer, then the Employer shall withhold payment until validity of the claim is established ( i ) to the satisfaction of the Performer or ( ii ) by final determination of a court of competent jurisdiction, whereupon the Employer may pay such a claim and shall be entitled to reimbursement. In the event of any objection by Performer, Performer shall promptly investigate the claim and if it is not satisfied as to the validity thereof, shall conduct a defense against such claim.

14. If by reason of fire, strikes, labor disputes, accidents, police interference, acts of God, or by reason of any cause whatsoever beyond the control of the Employer (including inability to procure all licenses, such as are necessary for the conduct of the Event, or is any such license, permit or the like is suspended or cancelled), the Premises cannot be used for the Event, the Employer shall not be liable for any **expenses** incurred by loss or damage to the Performer and the Performer shall not be required to carry out its agreement to perform.
15. If this contract is signed by someone other than the Performer, that person expressly warrant that s/he is authorized by the Performer to execute this contract for the engagement stipulated.
16. After the Employer and the Performer reach an informal agreement on the details contained in this contract, the Performer shall sign the contract. The contract will be considerer invalid by the University until it is signed by the appropriate **Assistant Dean for Student Development**. One copy will be returned to the Performer after it is signed.
17. Boston College students are not legal signatories of Boston College and cannot sign contracts, make offers, or enter into any agreement which will commit Boston College in any way. The person executing this contract for Boston College warrants that s/he is a legal signatory for the University and assumes no personal liability.
18. RIDERS: See attached riders (if applicable).

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**PERFORMER** First Middle Last

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**SIGNATURE**

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**DATE**

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**PERMANENT ADDRESS (No PO Boxes)**

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**TELEPHONE NUMBER**

**ON BEHALF OF THE TRUSTEES OF BOSTON COLLEGE:**

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Gustavo Burkett

**DIRECTOR, STUDENT PROGRAMS OFFICE**

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**SIGNATURE**

**DATE**