



General Performance Contract

This contract ("Agreement"), between the President and Trustees of Williams College (Purchaser) and _____ (Performer), is for the personal services of the individual(s) ("Artist(s)") named below for the engagement ("Performance" or "Event") described below and is made effective the ___ day of _____, _____.

Performer agrees to furnish Purchaser with the services under the following terms as outlined and detailed below.

PERFORMANCE INFORMATION

Event Name: _____

Name of Act: _____

Number of Artists: ____; Name(s) of Artist(s): _____

Type of Performance: _____

Date of Performance: _____

Location of Performance: _____

Arrival Time: ____:____ am/pm; Sound Check Time: ____:____ am/pm; Doors Open Time: ____:____ am/pm;

Start Time: ____:____ am/pm; Finish Time: ____:____ am/pm;

Number of Sets or Performances: _____ Total Performance Time: _____

PERFORMER INFORMATION

Performer's Name (PRINT): _____

Mailing Address: _____

City, State, Zip: _____

Telephone: _____

Fax: _____

Email: _____

PAYMENT AND TRAVEL

Price of Performance: _____

Travel: _____

Lodging: _____

Payment of \$ _____, in the form of a Williams College check will be delivered to in only one of the following options (CHECK ONE) _____ mailed within (30) business days following the performance **OR** _____ provided to Performer immediately following performance.

Name of payee on check: _____ *(must match W-9 form submitted to Purchaser's Controller's Office)*

In order to protect your personal information we no longer request your social security number on this form. However, the IRS requires us to have a W-9 form and mail it directly to the Controller's Office, P.O. Box 67, Williamstown, MA 0126 or fax to (413)-597-4404. Payments for services will not be made until a W-9 form is received by the Controller's Office.

Please note deposits or advance payments will not be made by Williams College

TECHNICAL REQUIREMENTS (Please Review Attached Williams College Concert Rider)

Detailed description of technical requirements to be provided, at Purchaser’s expense, by Purchaser:

Detailed description of technical requirements to be provided, at Performer’s expense, by Performer:

ADDITIONAL REQUIREMENTS

Permits and Licenses
 Performer shall, at its own expense, procure and keep in effect, all necessary permits and licenses required for its performance under this Agreement.

Insurance
 Purchaser shall procure, maintain and provide evidence of minimum commercial general liability insurance coverage during the life of this Agreement. Performer shall procure maintain and provide evidence of the following minimum insurance coverage during the life of this Agreement in such form and with such carriers as approved by the President and Trustees of Williams College at performers expense. Limits specified below do not limit the obligation of the performers or their insurers.

President and Trustees of Williams College, its agents and affiliates, shall be named as additional insureds on a primary and non-contributory basis by policy endorsement. Commercial General Liability (Occurrence Form):

- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operation Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence

Williams College Policies and Procedures
 Performer must abide by all Williams College Polices and Procedures.

Performer’s Property/Actions
 Performer is responsible for all of their and Artist’s equipment and personal property; and for the actions of their employees and the Artist(s).

Williams College Concert Rider
 Performer must sign and agree to all terms of the attached Williams College Concert Rider. The terms of is General Performance Agreement are subject to the terms of the Williams College Concert Rider.

AGREEMENTS

Performer agrees to provide services to Purchaser and Purchaser agrees to pay for those services upon the terms and conditions contained in this Agreement. All oral agreements and discussions are superseded by this written Agreement. Additional terms and conditions must be in writing, attached to this Agreement and signed by all parties. Any modifications must be initialed and dated by both parties. This Agreement and its rider(s) are the entire agreement between the Purchaser and Performer. In the event of any conflict between the terms of any document or matter related to the Performance and those of the Williams College Concert Rider, the terms of the Williams College Concert Rider shall prevail. This Agreement and its rider(s) shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts (except those related to choice of law or those of any other jurisdiction related to choice of law) and all legal claims and proceedings must be brought in the state courts in Berkshire County and all parties waive objections to jurisdiction or venue therein.

Agreed to and Accepted by both parties on the date written above:

Performer’s Name (PRINT)	Date
Performer’s Signature	
Authorized College Representative’s Name (PRINT)	Title
Signature	Date
FOR THE PRESIDENT AND TRUSTEES OF WILLAMS COLLEGE	

Performer Initials_____



WILLIAMS COLLEGE CONCERT RIDER

Performer: _____

Performance Date(s): _____

This Rider is a part of, and is incorporated in, the Agreement between The President and Trustees of Williams College (“Purchaser”) and the Performer identified above (“Performer”) with respect to the performance event ("Performance") scheduled for the Performance Date identified above. To the extent of any conflict or inconsistency between the terms of this Rider and the other provisions of the Agreement documents or any other agreements or terms related to the Performance, the terms of this Rider shall prevail. The term “Purchaser” refers to, and includes, The President and Trustees of Williams College and its officers, employees, agents, representatives, volunteers and subcontractors. The term “Performer” refers to, and includes, without limitation the individual or group artist identified above and his/her/their officers, employees, agents, representatives and subcontractors.

1. Indemnification. Purchaser does not agree, and will not undertake, to indemnify, hold harmless, release, assume liability for, or otherwise protect Performer or any other person or entity from claims arising from the negligence or intentional, willful, reckless or malicious misconduct of Performer or such other person or entity. The indemnity obligation, if any, of Purchaser provided for in the Agreement is limited to claims arising or resulting from the willful misconduct or negligence of Purchaser.
2. Alcohol – Tobacco. Purchaser does not agree, and will not undertake, to provide alcohol or tobacco products to Performer or any other person or entity.
3. Catering. Purchaser reserves the right to substitute cash payments for meals, beverages or snacks required by Performer, and will not be obligated to provide catering services.
4. Parking. Parking is subject to reasonable availability on the property of Purchaser. Purchaser will cooperate with Performer to make reasonable arrangements for vehicular access and parking in connection with the Performance, but cannot guarantee the availability of specific parking spaces.
5. Facilities. Performer recognizes that the Performance will be held on a college campus and that the Purchaser can offer only such performance space, staging, facilities and dressing rooms as are available on premises. Subject to such limitation, Purchaser will cooperate with Performer and make reasonable efforts to address Performer’s requests related to performance space, staging, facilities and dressing rooms.
6. Security of Personal Property. Purchaser will not be responsible for security or storage of personal property, including, without limitation, cash and jewelry.
7. Artistic Control – Safety. Performer will have full artistic control over the Performance. Purchaser retains the right and authority to address the safety and security of persons and property during the Performance, including the right to terminate the Performance and to take other reasonable measures should Purchaser, in its sole discretion, determine the need therefor. Without limiting the foregoing, Performer agrees that there shall be no pyrotechnic, flammable effects, fog, haze, vapor or displays of any nature or description in connection with the Performance.
8. Payment Terms. No down payment or deposit shall be due in connection with this performance. Payment shall be made with a Williams College check, to be delivered in only one of the following ways: either mailed within (30) business days following the performance **OR** provided to Performer immediately following performance. If Performer elects the latter, Purchaser must be so advised at least two (2) weeks prior to performance.

Performer Initials_____

9. Limitation of Liability. Purchaser will be liable only in the event of a material breach of the Agreement by Purchaser. In the event of such material breach by Purchaser, Purchaser's liability, and Performer's damages, shall be limited as follows: (i) if the breach occurs prior to the commencement of the Performance, one-half (1/2) of the fixed Performance fee; or (ii) if the breach occurs after the Performance has commenced, the fixed Performance fee plus any documented out of pocket expenses incurred as a direct result of such breach by the Purchaser as of the time of the Performance. In no event will Purchaser be liable to Performer or other person or entity for lost profits or consequential, punitive or incidental damages.

10. Force Majeure - Weather. In the event it is necessary for either the Purchaser or the Performer to cancel the Performance prior to the commencement of the Performance, or for the Performance otherwise not to commence, in either case due to any cause beyond the reasonable control of the either party which cause renders the Performance impossible or infeasible including, without limitation, sickness of the Performer, civil tumult, strike, epidemic, war conditions, civil emergencies, weather conditions rendering travel to the Performance venue unfeasible or unsafe, or other similar cause, there shall be no claim of any nature by Performer or Purchaser against the other. Without limiting the foregoing, in circumstances in which this paragraph is applicable, Performer shall have no obligation to perform and Purchaser shall have no obligation to make payments hereunder and neither such non-performance nor such non-payment shall constitute a breach of the Agreement.

11. Unauthorized Recording. Purchaser cannot control, and makes no representations, promises, or undertakings regarding, the unauthorized use by third parties of personal, hand-held recording devices including, without limitation, those featured on typical cell 'phones.

12. Insurance. At least one week prior to the performance, Performer shall provide Purchaser with a certificate of liability insurance coverage (occurrence form) in an amount not less than one million dollars (\$1,000,000) and naming the College, its agents, and affiliates as an additional insured.

 Performers Name (PRINT)

 (Date)

 Signature

 Authorized College Representative's Name (PRINT)

 Title

 Signature

 (Date)

FOR THE PRESIDENT AND TRUSTEES OF WILLAMS COLLEGE

Performer Initials_____