

# CONTRACT

This contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between The Administrators of the Tulane Educational Fund through: \_\_\_\_\_ (hereinafter referred to as "Tulane") and \_\_\_\_\_ (hereinafter referred to as "Presenter").

In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed to as follows:

1. Presenter shall present a performance as specified below:
  - A. Date: \_\_\_\_\_
  - B. Number and length of service/performance(s): \_\_\_\_\_
  - C. Service/Performance time(s): \_\_\_\_\_
  - D. Service/Performance location: \_\_\_\_\_
2. All equipment necessary for Presenter shall be at the location specified in Paragraph 1D no later than (time) \_\_\_\_\_ on the date of the service/performance. For performers, and a sound check shall commence at (time) \_\_\_\_\_.
3. Tulane is not responsible for any equipment not specifically provided for in this agreement.
4. Either Party may cancel the performance without liability upon written notice to the other if an Act of God, natural disaster, public health emergency, civil disturbance, action of federal, state or local government, unexpected impairment of the Presenter (excluding intoxication from alcohol or drugs), or other cause beyond its reasonable control ("Force Majeure") makes the performance specified in Paragraph 1 impossible, impracticable, or unlawful. In the event of a cancellation due to Force Majeure, this Agreement shall terminate and each Party shall be released from its obligations.
5. Tulane may terminate this Agreement for convenience upon written notice to the Presenter. In the event that such termination occurs fewer than thirty (30) days prior to the performance, however, Tulane will reimburse the Presenter's reasonable, non-refundable expenses attributable to the termination provided that the Presenter has exercised reasonable care to avoid such expenses.
6. Tulane agrees to pay Presenter the sum of \$ \_\_\_\_\_ upon completion of the service/performance(s) specified in Paragraph 1 above. Payment shall be made by University check within 7-10 business days of the performance or service provided).
7. Additional provisions or conditions: \_\_\_\_\_

8. The Presenter, and each of the Presenter's employees and agents, shall be solely liable for and shall release, protect, defend, indemnify and hold harmless The Administrators of the Tulane Educational Fund, dba Tulane University, its Associated Student Body, and each of its agents, officers, administrators, directors, employees and representatives (individually a "University Indemnified Party" and collectively, "the University Indemnified Parties"), from and against any and all losses, liabilities, claims, damages, actions and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") (i) arising out of or in connection with the Presenter's (or any of Presenter's employees or agents) failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") and Tulane policies applicable to the Presenter's performance of this Agreement and/or activities at Tulane, (ii) arising out of or in connection with any unlawful acts, negligent acts, errors, omissions, or willful misconduct on the part of the Presenter's (or any of Presenter's employees or agents), (iii) brought by the Presenter (or any of Presenter's employees or agents), which in any way arises in connection with this Agreement, including, without limitation, Losses for bodily injury, personal injury, death, property damage, or punitive damages regardless of whether caused in whole or in part by negligence or other legal fault of any University Indemnified Party, or (iv) arising out of or in connection with any material breach, default or non-performance pursuant to this Agreement by the Presenter (or any of Presenter's employees or agents). This provision shall survive any completion, expiration or termination of this Agreement.
  9. Use of School Marks. Presenter shall not use any trademark, service mark, trade name, logo, or other source identifier of School (collectively, "School Marks") without School's prior written consent from an authorized representative.
  10. The terms of this agreement shall be construed for all purposes in accordance with the laws of the State of Louisiana.
- In Witness Whereof, the Parties hereto have affixed their signatures at New Orleans, Louisiana.

**For TULANE UNIVERSITY:**

By: \_\_\_\_\_  
(students do not sign here)  
Name: \_\_\_\_\_  
G03 Lavin-Bernick Center  
Tulane University  
New Orleans, Louisiana 70118-5698  
(504) 314-2188

**For PRESENTER:**

By: \_\_\_\_\_  
(students do not sign here)  
Name: \_\_\_\_\_  
Social Security #: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_