

CONTRACT FOR SERVICES

AAS BUDGETARY COMMITTEE

The information, terms and conditions contained in this contract shall prevail and supersede (unless specified) any other contracts, terms, conditions and addenda should a conflict exist.

1. Parties to Agreement

This contract is made between _____
(the Sponsoring club or organization, hereinafter called "SPONSOR")
and _____
(Service Provider, hereinafter called "SERVICE PROVIDER").

2. Date, Time & Location

This contract is for service/performance performed on the following date:

The service/performance will occur at the following facility at Amherst College

The service/performance will begin no later than _____ and will end no later than

During this time the SERVICE PROVIDER will perform for not less than _____
periods (i.e. "sets") of _____ minutes each. The SERVICE PROVIDER shall
arrive to the performance no later than ONE HOUR prior to the scheduled
commencement of the performance (One Hour prior to the performance, hereinafter
called "reasonable time").

3. Compliance

Unless otherwise stipulated by the Budgetary Committee, said contracted services must comply with the following Budgetary Committee policies:

The Budgetary Committee Non-Discrimination Policy

The Budgetary Committee Accessibility Policy

The Budgetary Committee Awareness Policy

The Budgetary Committee Admittance Policy

Failure to comply with said policies may result in the Budgetary Committee's withdrawal of financial support for said event. Should such an occasion arise, SPONSOR bears sole financial responsibility for payment of said services to SERVICE PROVIDER.

4. Notification

SERVICE PROVIDER or his/her representative must call the PRESETER'S representative(s) within the Budgetary Committee's network at least five (5) business days prior to the performance, confirming the expected time of arrival of SERVICE PROVIDER and equipment, mode of transportation, local accommodations and any other information pertinent to the implementation of this contract. If delays are incurred en route to the performance site that might affect the rehearsal and/or performance time, proper notification shall be given by the SERVICE PROVIDERS'S road manager to the SPONSOR'S representative(s).

SPONSOR'S Representative(s)	Representative's E-mail: _____
_____	Phone Numbers: _____
Amherst College Budgetary Committee	Representative's Phone #: _____
Box 1908, Campus Center	BC Office Phone #: _____
Amherst, MA 01002	Public Safety Phone #: _____

5. Payment

The SPONSOR agrees to pay the SERVICE PROVIDER _____ (\$US). Other expenses, such as transportation and housing arrangement, will be there responsibility of the SERVICE PROVIDER unless otherwise specified in this contract or rider to this contract. In the event that transportation is at any time furnished by the SPONSOR to the SERVICE PROVIDER and/or his/her entourage, then, in consideration of the foregoing, the SERVICE PROVIDER and/or his/her entourage hereby releases and forever discharges the SPONSOR of and from all liability, claims, actions and possible causes of action and whatsoever that may occur to the SERVICE PROVIDER and/or his/her entourage of heirs of same from every and any loss, damage and injury (including death) that may be sustained by the SERVICE PROVIDER and/or his/her entourage and property of same during the course of said transportation.

6. Equipment

The SPONSOR understands that the SERVICE PROVIDER is a completely self-contained show and will not require the supplement musicians, equipment, musical instrument or other services by and/or at the expense of the SPONSOR unless otherwise specified in this contract. All equipment provided by the SPONSOR shall remain under complete supervision, direction and control of the SPONSOR. The SPONSOR is not responsible for any equipment not specifically stated in the SERVICE PROVIDER'S contract or rider. The SERVICE PROVIDER agrees that if he/she does not use the equipment required in the contract or rider he/she shall pay for all rental costs of said equipment.

7. Limited Liability

The SPONSOR is hereby relieved of any liability if he/she is unable to meet the responsibilities of this contract because of any "Acts of God", riots, epidemics, strikes, any act or order of public authority, any other causes similar or dissimilar beyond the control of the SPONSOR; and the SPONSOR shall not be held responsible if, through an "Act of God" or conditions beyond the control, he/she is unable to provide a location on the date and time when the engagement herein contracted for is scheduled. Furthermore, if such acts or conditions occur, the SPONSOR is not liable for any damages which the SERVICE PROVIDER, his/her group or representative might suffer.

8. Expenses

If for any reason except to an "Act of God", riot, epidemic, or an act of public authority this contract is cancelled by the SERVICE PROVIDER beyond the cancellation clause contained herein, or a change of date is required by the SERVICE PROVIDER for any reason other than an "Act of God", riot, epidemic or an act of public authority, the SERVICE PROVIDER agrees to reimburse the SPONSOR for is relevant out-of-pocket expenses within thirty (30) days of presentation of a certified statement of such expenses to the SERVICE PROVIDER or his/her representative. These expenses may include, but are not limited to, ticket printing, brochure and poster designs and printing, program printing, advertising, mailing, telecommunications, staff planning and production time. The Budgetary Committee does not permit the expenditures of funds for the purchase of alcoholic beverages for the performers or any member of the group.

9. Delay of Performance

The SPONSOR reserves the right to prorate and adjust the cost of the services rendered, or cause this contract to be null and void, if in SPONSOR'S judgment undue delays, regardless of cause, on the part of the SERVICE PROVIDER and/or any and all of his/her employees or personnel or service representatives, affect a time later than the time herein stipulated for the commencement of the services herein contracted.

10. Rescheduling Performance

If this contract is cancelled by the SERVICE PROVIDER within the terms of the cancellation clause contained herein, the SERVICE PROVIDER hereby agrees to

reschedule the performance at the earliest possible date that is convenient for both parties and under the terms of this contract. The decision to reschedule or not is at the sole discretion of the SPONSOR.

11. Inability to Perform

If the SERVICE PROVIDER arrives at the performance site within a reasonable time prior to the scheduled performance under the influence of intoxication beverages, narcotics or drugs, and as a result thereof, in the opinion of the SPONSOR, the SERVICE PROVIDER cannot render said performance within the reasonable expectations of the SPONSOR, then the SPONSOR shall consider this a breach of contract on the part of the SERVICE PROVIDER.

12. Reproduction of Performance

The SPONSOR agrees to prevent, to the best of its ability, the filming, broadcasting, recording or reproduction by radio, television, or any other device, of the performance(s) by the SERVICE PROVIDER, agent, or any other person. SPONSOR shall retain the right to limited photographs of said performance for publication in Amherst College student publications, including, but not limited to, The Amherst Student, the Olio and WAMH.

13. Complimentary Tickets

The SERVICE PROVIDER is entitled to complimentary tickets for said performance, but the PRESNETER will not release these tickets if they are not properly assigned by the SERVICE PROVIDER or picked up by guests of SERVICE PROVIDER'S representative by a mutually agreed upon time. A written justification must be sent to and received by SPONSOR if more than 10 complimentary tickets are required.

14. Identification of SERVICE PROVIDER

The SERVICE PROVIDER is, in reality, a group consisting of key persona and equipment. Since the essence of this contract concerns these specific personnel and their functions(s), personality(ies), talent(s), and special or necessary equipment, which is recognized as a unique unit, the SPONSOR will pay the fee specified in the contract only if the SERVICE PROVIDER performing is in fact the SERVICE PROVIDER agreed upon. Should the case arise where the entire group does not perform, or if the SERVICE PROVIDER is not the SERVICE PROVIDER specified in this contract, payment of the fee will be withheld until an adjustment is made between the SPONSOR and the SERVICE PROVIDER or his/her agent.

15. Third Party Obligations

Union fee, welfare, and insurance obligations are a part of the cost of production and are included in the compensation specified in this agreement. Therefore, the SPONSOR shall not be responsible for the payment of these obligations. Neither the SPONSOR nor Amherst College will be held responsible for any rules, regulations or policies of any organization mentioned in this contract which are not specifically stated in said contract or its addendum (unless otherwise agreed upon by the execution of a rider).

16. Limitation of Contract and Addendum Terms

No oral representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this agreement. This contract, along with any addenda contains all terms and conditions agreed upon by the parties hereto and may not be amended other than in writing.

17. State Laws

The laws of the State of Massachusetts shall govern the validity, construction and effect of this contract. This contract is also subject to the rules, regulations and statutes pertaining to Amherst College.

18. Independent Contractor

It is specifically agreed that the SERVICE PROVIDER and agent, in fulfilling the term and conditions of this agreement, are acting as independent contractors and not as agents or employees of the SPONSOR or Amherst College. It is further understood that the SERVICE PROVIDER agrees to perform and discharged all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including, but not limited to, federal and state social security laws, employee compensation and unemployment insurance or contributions, income taxes, public liability insurance requirements; and the SERVICE PROVIDER will hold SPONSOR and Amherst College harmless against any such laws. The SERVICE PROVIDER agrees to carry adequate public liability and other appropriate forms of insurance to pay all taxes incident hereunto and otherwise protect and hold harmless the SPONSOR from any and all liability provided for in this agreement.

19. Contract Authority

If this contract is signed by an agent for the SERVICE PROVIDER, the agent expressly warrants that her/she has full and current legal authority to act and contract on the behalf of the SERVICE PROVIDER and is authorized by SERVICE PROVIDER to execute this contract for SERVICE PROVIDER for this agreement at the time and place specified in this contract.

20. Deposits and Methods of Payment

Amherst College Budgetary Committee policy prohibits advance payment(s) or deposit(s) prior to the completion of services herein contracted. SERVICE PROVIDER must

furnish SPONSOR with a full, executed contract, including completed SERVICE PROVIDER and/or SPONSOR addenda no later than ten (10) WORKING days prior to the date of performance. The compensation will be made in the form of a Budgetary Committee check following the performance/service of duties in said contract.

21. Cash Payment

No requests for full or partial CASH payments will be honored.

22. Control of Performance and Damages

The SERVICE PROVIDER will control the details and manner of the performance, but it is agreed to and understood that Amherst College and the SPONSOR shall have the right to direct SERVICE PROVIDER to discontinue any activity constituting violation of a state statute, applicable ordinances or directions of lawful authority. Control and use of Amherst College facilities and/or property rests solely in the hands of college officials. Damages to the premises, equipment or properties of SPONSOR or Amherst College caused by SERVICE PROVIDER or SERVICE PROVIDER'S staff, either intentionally or through negligence, will be paid for by SERVICE PROVIDER and may be deducted from the fee.

23. Promotional Material

It is understood that the SERVICE PROVIDER and/or his/her representative will provide a reasonable quality of current biographical and promotional material to SPONSOR at the time of the signing of this contract. The SPONSOR requests promotional items to assist with the promotion of this performance immediately following signing of this contract.

24. Technical Specifications

In order to provide the highest quality production of this performance, a current SERVICE PROVIDER'S technical specification document must be attached and made part of this contract. If the SERVICE PROVIDER and/or his/her staff made any changes in the technical requirements after the signing of this agreement, the SPONSOR reserves the right to cancel if unreasonable changes are required. The SPONSOR shall retain complete control in the placement of equipment and control on volume levels of sound equipment so as to obtain maximum results and avoid obstruction and the audience vision.

25. Discrimination

The SERVICE PROVIDER agrees and warrants that in the performance of contracted services s/he will not discriminate or permit discrimination against any person or group of

persons on the grounds of race, color, religion or national origin in any manner prohibited by the laws of the United States or the State of Massachusetts.

26. ADA Compliance

The SPONSOR intends to be in compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990. Therefore, the SPONSOR requires the cooperation of the SERVICE PROVIDER and/or their representatives to provide reasonable accommodations, when requested, to make the contracted presentation/performance accessible to people with disabling conditions.

27. Cancellation

The Budgetary Committee maintains the right to cancel this contract without liability to either party upon written notice to the SERVICE PROVIDER'S representation any time up to thirty (30) days prior to said agreement. SERVICE PROVIDER agrees when an engagement is cancelled by written notice subject to conditions agreed upon in this contract and addenda, SERVICE PROVIDER will share fifty percent (50%) of direct expenses incurred by SPONSOR prior to cancellation notice.

28. Arbitration

Disputes regarding the terms of this agreement or claims arising out of its execution or performance shall be arbitrated.

29. SPONSOR Signature

The representative of the SPONSOR in signing this contract warrants that he/she is signing as a properly authorized representative of the SPONSOR and he/she does not assume, and is hereby relieved of any, personal liability for meeting the terms of this contract. The SPONSOR reserves the right to cause this contract to be null and void if not properly signed by the Budgetary Committee Chairman.

30. Transferability

This contract cannot be assigned or transferred by either party without the written consent of the other party. The validity of construction and effect of these provisions shall be governed by the laws of the State of Massachusetts and the regulations of Amherst College. This contract is not binding upon the parties until executed and delivered by the SERVICE PROVIDER, or his representative, to the SPONSOR.

31. Return of Contract

The SPONSOR has signed this contract and addenda prior to signature by the SERVICE PROVIDER. Any changes suggested by the SERVICE PROVIDER in either the contract

or the addenda must be agreed to, in writing, by SPONSOR and the SERVICE PROVIDER. SPONSOR shall initial and date all changes. The action of the SPONSOR in returning said contract constitutes an offer to enter into an agreement on the terms herein stated. This contract is not valid until signed, in sequential order, by the SPONSOR, the SERVICE PROVIDER and the Budgetary Committee Chairman. Furthermore, if the executed contract and attached addenda are not returned to the SPONSOR on or before: Day _____ Month _____ Year _____ This offer shall be null and void unless otherwise agreed to in writing by both parties.

CHECK REQUIREMENTS:

The following information must be completed prior to issuing check:

Name to appear on check (please print): _____

Address where check should be sent: _____

City, State and Zip Code: _____

SIGNATURES

Agreed to and Accepted
for SPONSOR

Agreed to and Accepted
For SERVICE PROVIDER

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Budgetary Committee Approval:

Signature: _____

Name: _____

Date: _____