Amherst College
Contract for Services
(Payment Night of Performance)

This agreement (the “Agreement”) is made by and between The Trustees of Amherst College ("PURCHASER") and __________________________________________, ("ARTIST"), each referred to as a “Party” and jointly referred to as the “Parties.” PURCHASER and ARTIST hereby agree to the following terms and conditions.

1. Date, Time, and Location
This Agreement is for service/performance (the “Performance”) at the following:

DATE: ____________________________

TIME: ____________________________
During this time, ARTIST will perform for not less than ____ set(s) of _________ minutes each. ARTIST must arrive at the location below no later than ONE HOUR prior to the scheduled commencement of the Performance.

LOCATION: ____________________________ on the Amherst College campus.

2. Advance / Riders
ARTIST or his/her representative must call the PURCHASER’S representative at least ten (10) business days prior to the Performance to confirm the specifics of any Technical and Hospitality Riders. Amherst College policy prohibits the purchase of alcohol for hospitality.

3. Backline and Technical Requirements
PURCHASER is not responsible for providing any equipment, musicians or other personnel, or instruments not specifically stated in this Agreement or ARTIST’S rider.

4. Payment
Subject to the terms of this Agreement, PURCHASER agrees to pay ARTIST $___________ (US dollars) flat guarantee, via corporate check at the conclusion of the Performance. Notwithstanding any other provision of this Agreement, PURCHASER will not be responsible for payment of the Massachusetts Non-Resident Performer Income Tax or any other state or federal taxes and may withhold such taxes if a waiver is not obtained.

5. Force Majeure
Neither Party shall be liable to the other for any loss, damage, or expense resulting from a failure to perform its duties and obligations under this Agreement if such failure is due to a Force Majeure Event. However, the Parties shall undertake good faith efforts to perform their duties and obligations notwithstanding any Force Majeure Event. If either Party
becomes aware of any such factor which would cause a delay or failure in performance, it
must immediately notify the other Party of the existence of such factor and the probable
length or continuation thereof, and provide any substantiating documentation reasonably
requested by the other Party. For purposes of this Agreement, a “Force Majeure Event” is
any force beyond the reasonable control of either Party, including, but not limited to, acts of
God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires,
explosions, earthquakes, floods, unusually severe weather conditions, power outages or
strikes.

6. **Delay of Performance**
   If the Performance is delayed for any reason other than force majeure, and such delay is
   unreasonable in PURCHASER’s sole judgement, then the flat guarantee shall be reduced in
   proportion to the amount of delay as a percentage of the overall length of the performance
   as specified in Section 1 above.

7. **Inability to Perform**
   If at any time prior to or during the Performance, PURCHASER determines, in its sole
   judgment, that ARIST cannot render the Performance within the reasonable expectations of
   PURCHASER due to Artist being under the influence of alcohol or drugs, then,
   notwithstanding any other provision of this Agreement, PURCHASER will have unilateral
   authority to cancel this Agreement without any penalty or other liability to ARTIST.

8. **Expenses**
   If this Agreement is cancelled by PURCHASER pursuant to its authority under Section 7 of
   this Agreement; or, if for any reason other than a Force Majeure Event: a) this Agreement is
   cancelled by ARTIST at any time less than thirty (30) days prior to the Performance; or b)
   ARTIST otherwise fails to perform at the specified date and time; then ARTIST must
   reimburse PURCHASER for documented pre-production expenses within thirty (30) days of
   receipt of such documentation.

9. **No-Fault Cancellation**
   Either Party may cancel this Agreement without liability to the other party upon written
   notice at least thirty (30) days prior to the Performance.

10. **Rescheduling**
    If this Agreement is cancelled a) due to a Force Majeure Event; or b) pursuant to Section 9 of
    this Agreement; then ARTIST agrees to reschedule the Performance at the earliest possible
    mutually convenient date and time. Notwithstanding the foregoing, PURCHASER has sole
    discretion to determine whether to reschedule the Performance.

11. **Reproduction of Performance**
    PURCHASER agrees to prohibit the filming, broadcasting, recording, or reproduction of the
    Performance by radio, television, or other device. Notwithstanding the foregoing: 1)
PURCHASER will not be responsible for the use of personal cell phones; and 2) PURCHASER or anyone acting with PURCHASER’S permission may take photographs of the Performance, provided that use of such photographs is limited to any Amherst College media (including, but not limited to, student media organizations).

12. Complimentary Tickets
PURCHASER agrees to provide ARTIST up to ten (10) complimentary tickets to the Performance, provided that such tickets are assigned by ARTIST in accordance with PURCHASER’S procedures and that such tickets are retrieved by ARTIST, or ARTIST’S representatives or guests, by a mutually agreed-upon time. Should ARTIST require more than ten (10) complimentary tickets, ARTIST must provide written justification to PURCHASER at least five (5) days prior to the Performance, and PURCHASER shall have sole discretion whether to provide such additional complimentary tickets.

13. Third Party Obligations
Any union fee, welfare, and insurance obligations are part of the cost of production and are included in the flat guarantee. Therefore, PURCHASER is not responsible for the payment of any such obligations. PURCHASER is not responsible for any rules, regulations, or policies of any organization which are not specifically stated in this Agreement (unless otherwise agreed upon by execution of a rider).

14. Relationship of the Parties
It is specifically agreed that ARTIST and agent, in fulfilling the terms and conditions of this Agreement, are acting as independent contractors and not as agents or employees of PURCHASER. ARTIST understands that he/she/they will not be covered by any insurance, nor eligible for any employee benefits, of Amherst College. Therefore, ARTIST agrees to carry adequate general liability and other appropriate forms of insurance adequate to meet any financial liabilities arising from this Agreement, particularly the indemnification provisions hereof.

15. Control of Performance
ARTIST will control the details and manner of the Performance, provided that the performance must be suitable for a college audience, and provided further that PURCHASER may, in its sole discretion, direct ARTIST to discontinue any activity that PURCHASER reasonably believes constitutes a violation of law, directions of lawful authority, or any policies of Amherst College. For the avoidance of doubt: at all times, control and use of Amherst College facilities and/or property rests solely in the hands of College officials.

16. Damages to College Property
Damages to the premises, equipment, or other property of PURCHASER caused by ARTIST or ARTIST’S staff, either intentionally or through negligence, are the responsibility of ARTIST. In its sole discretion, PURCHASER may choose to deduct the value of any such
damage from the flat guarantee identified above, or issue a bill to ARTIST, which shall be immediately due. In the event that PURCHASER initiates collection proceedings for any damages not paid within thirty (30) days, ARTIST will be responsible for any such costs of collection, including attorneys’ fees.

17. Promotional Material
ARTIST will provide current biographical and promotional material as reasonably requested by PURCHASER to assist with the promotion of the Performance.

18. Technical Specifications
In order to provide the highest quality production of the Performance, a current ARTIST’s technical specification document must be attached and is hereby incorporated into this Agreement. If ARTIST and/or his/her staff make any changes to these technical requirements after the signing of this Agreement, and such changes are unreasonable in the sole opinion of PURCHASER, PURCHASER may choose to cancel this Agreement without any penalty or other liability to ARTIST. PURCHASER will retain complete control over the placement of equipment and volume levels of sound equipment so as to obtain maximum results and avoid obstructing the audience’s vision.

19. Additional Assurances
Each party agrees to perform all further acts, and execute, acknowledge, and deliver any and all documents, which are reasonably necessary to confirm, complete, or effectuate the provisions of this Agreement in compliance with all applicable laws.

20. Waiver of Default / Enforceability
No amendment or waiver shall be effective unless in writing and signed by both parties. The waiver of any provision shall not operate or be construed as a waiver of any other provision.

21. Severability
If any provisions of this Agreement are determined by a court of competent jurisdiction to be unenforceable, such unenforceability shall attach only to those provisions and shall not render unenforceable any other severable provisions of this Agreement, and its terms shall be carried out as if any such unenforceable provisions were not contained herein.

22. Indemnification
To the fullest extent permitted by Law, ARTIST will defend, indemnify and hold harmless PURCHASER, including its current and former trustees, officers, directors, employees, volunteers, agents, assigns, and students from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of, or from the performance of its operations or services, or any act, omission, claim or loss of any of its employees, agents, volunteers, participants, guests or any other party they are responsible for, regardless of whether or not such claim, damage, loss or expense is caused in part by a
party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this agreement.

23. Assignment/Delegation
   Any assignment and/or delegation of rights or obligations by either party to this Agreement shall be VOID.

24. Notice
   All notices required under this Agreement shall be given to the following representatives of the parties:

   If to ARTIST:
   Name: _________________________
   Email: _________________________
   Phone Number: ________________

   If to PURCHASER:
   Paul Gallegos
   pgallegos@amherst.edu
   413-542-5434

25. Dispute Resolution
   If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions in good faith, the parties agree to first endeavor in good faith to settle the dispute in an amicable manner by mediation, using a process agreed-upon by the parties at that time.

26. Governing Law
   This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the Commonwealth of Massachusetts without reference to its conflict of laws provisions.

27. Headings
   The headings contained in this Agreement are for convenience of reading and are not intended to have any substantive significance in the interpretation of this Agreement.

28. Signature Authority
   If this Agreement is signed by an agent for ARTIST, the agent expressly warrants that he/she has full and current legal authority to act and contract on behalf of the ARTIST and is authorized by the ARTIST to execute this Agreement.
29. Entire Agreement
No oral representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the Parties unless incorporated in this Agreement. This Agreement, along with any agreed upon rider, contains all terms and conditions agreed upon by the Parties and may not be amended other than in writing signed by the Parties. Handwritten edits are not binding unless initialed and dated by both PURCHASER and ARTIST.

30. Signature Process
This Agreement constitutes a revocable offer by PURCHASER to enter into an agreement on the terms stated herein. This Agreement is not binding until countersigned by ARTIST. If ARTIST does not countersign and return this Agreement to PURCHASER by ________________, then this offer is rescinded, and this Agreement will be null and void.

The following information must be completed prior to issuing check:
• Name to appear on check (please print): ________________________________
• W-9 Form (see attached)

ARTIST
By: ________________________________
Name: ________________________________
Its: ________________________________
Date: ________________________________

PURCHASER
By: ________________________________
Name: Paul Gallegos
Its: Interim Associate Director of Student Activities
Date: ________________________________