

Submitted by _____ of University Housing, Office of Residence Life

UNIVERSITY OF IOWA
PERFORMANCE CONTRACT FORM

This contract between The UNIVERSITY of Iowa and the PERFORMER listed below was made this ____ day of _____, 20___. It is agreed that the PERFORMER, who is not a UNIVERSITY employee but an independent contractor with his/her own equipment to play pre-recorded music, will perform the EVENT at the time and place specified below:

NAME/TYPE OF EVENT _____

NAME OF PERFORMER _____

PLACE OF EVENT _____

DATE & TIME OF EVENT _____

DURATION OF EVENT _____

PRICE PER TICKET _____

The UNIVERSITY will compensate PERFORMER in the amount of _____, payable by University of Iowa check and presented to the PERFORMER after the EVENT.

Contract Provisions

1. PERFORMER agrees to pay any and all copyright and licensing fees related to EVENT which arise out of the playing of pre-recorded music for compensation. PERFORMER agrees that this is a non-dramatic performance.
2. PERFORMER warrants that PERFORMER'S equipment is in good working order. PERFORMER is responsible for any property damage or personal injuries caused by PROVIDER'S equipment. The UNIVERSITY is not responsible for damage to PERFORMER'S equipment that was not directly caused by the negligent acts of UNIVERSITY, its employees or agents.
3. This contract is considered cancelled without penalty in the event of illness or Act of God making it impossible for either the UNIVERSITY or PERFORMER to fulfill said obligations.
4. Either party may cancel this agreement without obligation or liability to the other party, by giving written notice thereof at least thirty (30) days prior to the date of the performance.
5. Use of facilities and any and all services performed pursuant to this contract or related to the EVENT shall comply with all applicable laws, rules, regulations, and lawful orders of public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. This includes, but is not limited to laws, rules, and regulations governing the use of flammable material, and University of Iowa policies and procedures governing noise, security, solicitation, pyrotechnics, alcoholic beverages, and use of facilities.
6. The PERFORMER agrees to accept full responsibility for any and all claims on account of damage to or loss of property or on account of personal injury or death, to the extent such damage or injury was caused by acts or omissions of PERFORMER or PERFORMER's officials, employees, agents, representatives, guests, or invitees, resulting from the EVENT. This includes but is not limited to situations where damage or injuries were caused by PERFORMER's electrical equipment, or where PERFORMER has encouraged unruly crowd activity, thrown objects, or engaged in acrobatic maneuvers.
7. PERFORMER further agrees to indemnify and hold harmless the University of Iowa; the Board of Regents, State of Iowa; the State of Iowa; and their employees, agents, and representatives to the extent any and all such claims arise out of acts or omissions of PERFORMER or PERFORMER's officials, employees, agents, guests, or invitees.
8. The UNIVERSITY shall be responsible for claims on account of personal injury or wrongful death resulting from the EVENT, caused by the negligent acts or omissions of the UNIVERSITY, its employees or agents, to the extent permitted by Chapter 669 of the Code of Iowa and pursuant to the procedures thereunder.

9. PERFORMER agrees to notify the UNIVERSITY of any features of the performance that are potentially dangerous to the PERFORMER, UNIVERSITY personnel, or members of the audience, or features of the EVENT that may be in conflict with state or local laws, rules, or regulations. This includes but is not limited to PERFORMER's use of fireworks or other pyrotechnics. **Notification must be made in writing no less than forty (40) days prior to the performance.**

10. This agreement shall be construed and enforced in accordance with the laws of the State of Iowa, which shall be the forum for any proceeding or suit in law or equity arising from or incidental to this agreement. This agreement is binding upon the parties hereto and their personal representatives and is not assignable by either party.

11. PERFORMER agrees to observe at all times the UNIVERSITY Solicitation Policy, which prohibits unauthorized sales on campus (including sale of merchandise) and prohibits the distribution of material indoors, including but not limited to buttons, posters, and flyers. University Policy also prohibits the taking of collections or solicitation of the audience for donations (including contributions of money, food, and signatures) and prohibits solicitation on and behalf of political candidates for office.

THE UNIVERSITY OF IOWA

PERFORMER

BY _____

BY _____

Thomas R. Baker
Associate Dean of Students
Room 249, Iowa Memorial Union

DJ Shell Contract, Revised by TRB 7/04