

*Submitted by* \_\_\_\_\_ *of* \_\_\_\_\_

UNIVERSITY OF IOWA  
PERFORMANCE CONTRACT FORM FOR HYPNOTIST

This contract between The UNIVERSITY of Iowa and the PERFORMER listed below was made this \_\_\_ day of \_\_\_\_\_, 200\_\_\_. It is agreed that the PERFORMER, who is not a UNIVERSITY employee but an independent contractor, 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 \_\_\_\_\_

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. 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.
2. 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.
3. 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 the result of individuals placed under hypnosis by PERFORMER.** PERFORMER further agrees to indemnify and hold The State of Iowa; The University of Iowa; The Board of Regents, 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, representatives, guests, or invitees.

4. PERFORMER shall provide the UNIVERSITY a Certificate of Insurance for no less than \$1,000,000 per occurrence in Commercial General Liability insurance naming the State of Iowa; Board of Regents, State of Iowa; and University of Iowa as additional insureds.
5. The UNIVERSITY shall be responsible for claims on account of personal injury or wrongful death resulting from the EVENT, caused by the negligent or wrongful omissions of UNIVERSITY employees, to the extent permitted by Chapter 669 of the Code of Iowa and pursuant to the procedures thereunder.
6. 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. Notification must be made in writing no less than thirty (30) days prior to the performance.
7. 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, fireworks, animal mutilation, obscenity, and obscene material to minors; and University of Iowa policies and procedures governing security, solicitation, pyrotechnics, alcoholic beverages, and use of facilities.
8. Payments to PERFORMER made prior to performance are contingent upon full performance. If the EVENT is canceled, PERFORMER may be liable to UNIVERSITY for all prior payments depending upon the circumstances of the cancellation. If the EVENT is canceled as a result of circumstances beyond the control of UNIVERSITY, all prior payments to PERFORMER become due to UNIVERSITY immediately upon cancellation.
9. . This agreement, which shall be construed in accordance with the laws of the State of Iowa, is binding upon the parties hereto and their personal representatives and is not assignable by either party.

THE UNIVERSITY OF IOWA/SCOPE

BY \_\_\_\_\_

University Business Manager

PERFORMER

BY \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

THE UNIVERSITY OF IOWA

BY \_\_\_\_\_

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

PERFORMER

BY \_\_\_\_\_

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