

**FAYETTEVILLE STATE UNIVERSITY
ARTIST AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, by and between _____ (hereinafter referred to as Artist), located at _____ and Fayetteville State University (hereinafter referred to as FSU).

1. **Performance:** Artist agrees to provide the performance at the named venue in the manner described below:

Description of Performance: _____

Performance Venue: _____

Performance Date: _____ Performance Length: _____

Arrival Time: _____ Performance Time: _____

2. **Other Activities.** In addition to the above noted performance, Artist shall engage in the following activities at FSU:

_____.

3. **Performance Fee.** Artist shall be paid a Performance Fee in the amount of \$ _____. The performance fee will be paid by check. The check shall be made payable to _____. If the duration of Artist's performance meets or exceeds the agreed Performance Length, then payment of the Performance Fee will be made by FSU immediately following completion of the performance. In the event Artist's actual performance does not meet or exceed the Performance Length, then Artist's fee shall be reduced on a pro-rated basis and FSU shall have as many as 30 additional days to remit the Performance Fee to Artist. A W-9 form and FSU vendor form must be submitted to FSU prior to payment being made to Artist.

4. **Other Expenses.** Unless specifically noted below, Artist is responsible for travel, meals, lodging and other such expenses Artist may incur in the fulfillment of this Agreement. Artist shall be responsible for making all transportation and lodging reservations and for local transportation to and from Performance Venue on the Performance Date.

FSU agrees to pay or reimburse only the following expenses associated with Artist's performance:

_____.

If FSU is reimbursing Artist for any reimbursable expenses, original receipts for such expenses must be submitted no later than 30 days following the Performance Date.

FSU shall not be responsible for the payment of union fees, insurance, or any other financial obligations.

4. **Performance Venue.** FSU shall provide an adequate performance venue for Artist's performance. FSU shall provide a dressing room or rooms for Artist's personnel. The Performance Venue will be available for set up and technical rehearsal from _____ to _____ on the following date(s): _____.
5. **Hospitality.** For certain events FSU may provide food, refreshments, or other amenities to Artist or Artist's personnel as set forth in Artist's rider, provided FSU determines that the expenses it would incur in fulfilling such requests are a prudent use of its funds. Artist further recognizes that FSU is prohibited from providing Artist with beer, wine or any other type of alcoholic beverages.
6. **Performance Technical Requirements.** If Artist has requested, in a technical rider which is a part of this Agreement, that FSU provide sound equipment and/or stage lighting for the Performance, FSU will use its reasonable efforts to provide such. If FSU is unable to obtain the exact equipment or lighting Artist requests, FSU and Artist will work together to find suitable replacement equipment. FSU does not warrant that the equipment requested by Artist will be sufficient for Artist's specific needs. FSU shall not be responsible for any equipment requests not specifically stated in a technical rider which has become a part of this Agreement.

Artist's technical rider becomes a part of this Agreement when signed by the parties. If any provisions of the Technical Rider conflict with this Agreement, then the terms of this Agreement shall be controlling.
7. **Box Office Provisions.** FSU shall have complete control over the operations of the box office. FSU shall have the right to set ticket prices, to sell tickets at a discounted price, or to give away tickets, as FSU deems appropriate.
8. **Other Performers.** FSU reserves the right to approve any other persons or acts to appear in conjunction with the Performance and the right to determine the length and nature of their performances. FSU further reserves the right to have a master of ceremonies, welcoming speeches, introductions and/or ceremonies during intermission, at FSU's sole discretion.
9. **Artistic Control.** Artist shall have artistic control over the Performance; provided however, that Artist shall not engage in any obscene behavior, nor shall Artist encourage or entice the audience to engage in violent, destructive or riotous behavior. FSU shall have the right to direct Artist to discontinue any activity constituting the aforementioned behavior and behavior that violates FSU policy, as well as any federal, state, or local law.
11. **Exclusive Engagement.** Artist agrees that the Performance at FSU shall be Artist's sole and exclusive public performance of any kind thirty (30) days before or after the Performance Date within the area 100 miles from FSU in any direction.
12. **Permission to Photograph and Record.** FSU may make audio and video recordings of Artist's performance and include portions of such recordings or photography in FSU media publications. Photographs, video, or recordings made by FSU will be used only for FSU and student media purposes, including student yearbook, or other commemorative or news publications. FSU agrees

that it will not use flash photography and will not broadcast or distribute Artist's performance in its entirety without Artist's further written permission.

13. **Publicity.** FSU shall be entitled to publicize Artist's event to the FSU community, including the local public. FSU shall promote Artist's performance using publicity materials supplied by Artist. Artist agrees to submit publicity materials including photographs to FSU no later than 45 days prior to the Performance Date.
14. **Merchandise.** For certain events FSU may designate an area in proximity to the event's venue for use by Artist to sell Artist merchandise related to Artist or the performance. Artist shall be responsible for selling Artist's merchandise and collecting any applicable sales tax.
15. **Cancellation.** The Performance may be canceled by the mutual agreement of the parties. In addition, either party may cancel the Performance if the other party materially breaches this Agreement and fails to cure said breach within a reasonable time after notice of breach.

In the event the Artist is not ready to perform at Performance Time, or if (a) any performing personnel are not present, or (b) if the Artist arrives at the performance in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, then Artist shall be deemed to have committed a material breach of this Agreement and FSU shall have the absolute right in its sole discretion to cancel the performance or terminate the performance in progress, and to refuse payment accordingly.

The Performance may also be cancelled by the occurrence of events beyond the control of the parties, including unavoidable travel interruptions, flood or other weather-related emergency or disaster, epidemics, pandemics, fire, strikes or labor and employment disputes, or terrorism ("force majeure"), provided that the affected party provides notice to the other as soon as reasonably possible after the occurrence of a force majeure event. Upon the declaration of a force majeure event neither party shall bear liability to the other for non-performance. The parties agree to work together in good faith to discuss alternative dates for the event.

If FSU cancels the Performance for a reason other than for Artist breach or force majeure or if Artist cancels the Performance because of FSU's breach, FSU's total liability to Artist shall not exceed any non-refundable expenses actually incurred by Artist up to the date of cancellation. If FSU cancels the Performance for Artist's breach or if Artist cancels the Performance for a reason other than FSU's breach or force majeure, FSU shall be entitled to collect from Artist all reasonable expense incurred in connection with the Performance up to the date of cancellation.

16. **Independent Contractor.** Artist's relation to FSU shall during the term of this agreement be that of an independent contractor. Artist shall not be considered as having an employee status or as being entitled to participate in any plan, arrangements, or distributions by FSU. Artist shall be responsible for the payment of any taxes due on any monies received by Artist.
17. **Indemnification.** To the fullest extent permitted by law, Artist agrees to defend, indemnify and hold harmless FSU its agents, officers, officials, employees and volunteers from and against all claims, damages, liability, injury, expenses or losses arising out of Artist's performance under this agreement, except for injury or damage caused by the sole negligence of FSU.
18. **Applicable Law.** It is agreed between the parties hereto that the place of this contract, its situs

and forum, shall be Cumberland County, North Carolina, and in said County and State such matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this agreement, be determined.

19. Other Provisions. The following other provisions pertain to this Agreement:

- Assignment - Due to Artist’s unique abilities, Artist shall not subcontract, assign, or transfer any interest in this Agreement without prior written approval of FSU.
- Amendments - This Agreement may not be amended except by a writing signed by the parties.
- Authority to Execute. If someone other than Artist signs this Agreement on behalf of Artist, the person signing expressly warrants authorization by Artist to do so.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

FSU

Artist

BY: _____
Signature
Vice Chancellor for Business and Finance

BY: _____
Signature

or

Printed Name

BY: _____
Signature
Associate Vice Chancellor for Finance

Title

All contractual agreements must be reviewed and initialed by the individuals below prior to submission to the VC for Business and Finance or AVC for Finance for signature.

Please initial below

Division Budget Manager

FOAP

VC or Athletic Director

GC and VC for LARC

Rev. 06/2022