

PERFORMER AGREEMENT – REMOTE EVENT

This agreement (“Agreement”) is made and entered into as of the _____ day of _____, 2020 by and between (**Union College**) on behalf of the (**Speaker's Forum**) (the “College”) and _____ (the “Performer”) for the personal services (the “Event”) of the Performer. For purposes of this Agreement, the term “Performer” shall include any and all producers, artists, agents, representatives, principals, employees, officers and directors of Performer. In consideration of the agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Contact name for Performer: _____.
2. Name and location of the Event: Zoom Webinar through Union College's Platform. The Event will be conducted and streamed remotely from an off-site location of Performer's choosing, using the streaming platform identified below. Performer is responsible for (a) obtaining any permissions necessary to perform and stream from the selected location, and (b) obtaining or having access to all devices, equipment, software, and internet capability necessary or desirable to deliver the Event as described.
3. Certain details regarding the Event:
 - Type of Event: **Virtual (remote) speaking engagement.**
 - Date of Event: _____
 - Start Time: _____ End Time for Performance: _____
 - Q&A Time (if any): _____
 - Performance breaks: _____
 - Platform: Zoom
- The Performer will check-in remotely for sound and equipment check at: _____
4. In consideration of the Event performed by Performer pursuant to this Agreement, the College shall pay to Performer in US dollars the sum of \$ _____ at the conclusion of the Event. Payment will be made by a College check or in such other form as the College may require payable to: _____, less all applicable state and federal income tax and withholding amounts. As between the parties, Artist is responsible for all local, state and federal taxes arising from payment for the performance hereunder.
5. If Performer offers for sale any merchandise in connection with this performance, Performer shall be solely responsible for marketing, setting up, staffing, and fulfilling any online store or orders, and for all associated taxes, provided that any marketing will not distract or detract from the performance.
6. Performer warrants and covenants that it shall, at all times during the performance of this Agreement, provide its best professional efforts and comply with all applicable laws and regulations. During the entirety of the Event, Performer shall not: engage in any illegal behavior; consume alcohol, drugs, or tobacco; be under the influence of recreational drugs or alcohol; display alcohol, drugs, drug paraphernalia, pornography, profanity, lewd images, or firearms within the area that can be viewed by the online audience, including on posters, clothing, and static or motion graphics; or solicit/encourage illegal or socially irresponsible behavior by the audience. Artist shall not change or add performing personnel who can be seen on camera without receiving prior written consent from the College. If Performer violates any of the foregoing restrictions, the College reserves the right to terminate the performance stream immediately, and further reserves the right to withhold some or all of the payment due hereunder. The College shall have a reasonable opportunity to view the on-camera performance space and visual elements at least two hours prior to the show, and to require reasonable alterations and adjustments for the live Event.
7. The College shall have 100% control over all announcements, advertising and other promotion relating to the Event, and Artist shall not promote the Event in any public forum without the College's prior written approval. The College

shall control streaming access, which shall be limited to registered students, faculty and staff with a valid College access credential, and shall determine the means by which individuals are able to log in to view the Event. The Event shall not be recorded by either party unless mutually agreed in writing.

8. The status of Performer shall be that of an independent contractor and not that of any employee, agent or other partner of the College. The Performer shall have no power or authority to act on behalf of the College or in its name or to bind the College, either directly or indirectly, in any manner. Except as otherwise expressly agreed in writing by the parties, all equipment and supplies used in the Event shall be furnished by the Performer.
9. The Performer agrees to defend, indemnify and hold harmless the College, its trustees, officers, employees, students and agents (collectively, the “Indemnified Parties”) from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees and expenses (collectively, “Losses”) of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnified Parties relating to, arising out of or in connection with this Agreement, except to the extent arising from the negligence or willful misconduct of any of the Indemnified Parties. The Performer hereby releases and forever discharges the Indemnified Parties from any and all Losses relating to, arising out of or in connection with this Agreement, unless arising from a breach of this Agreement by the College or from the College’s gross negligence or willful misconduct.
10. The Performer shall carry adequate liability, property, workers’ compensation, umbrella and other insurance of a kind and in an amount generally carried by persons engaged in the same or a similar kind of business similarly situated, unless, in any case, other types of insurance or higher amounts are required by the College. The Performer shall supply to the College a certificate(s) of insurance evidencing the same in a form reasonably satisfactory to the College.
11. Termination of this Agreement by the Performer may be made only by written notice delivered to the College at least thirty (30) days prior to the date of the Event. If Performer terminates this Agreement less than thirty (30) days prior to the date of the Event, Performer shall be liable for all costs and expenses incurred by the College relative to this Agreement prior to notification of termination.
12. Any delay or failure of either party in the performance of its obligations under this Agreement, or cancellation of the Event, shall be excused and neither party shall have any liability to the other if and to the extent such delay, failure or cancellation is caused or required by war, acts of God, strikes, fire, flood, disease, court or governmental order, regulatory or statutory change or other similar cause beyond the reasonable control of such party (a “force majeure event”), provided that (i) written notice of such force majeure event is given to the other party as soon as practicable, including the impact of such event on the party’s performance hereunder; (ii) if possible under the circumstances, such party shall use all commercially reasonable efforts to minimize the impact of such force majeure event; and (iii) additional expense or other adverse financial conditions shall not be deemed force majeure. Upon receipt of such notice, to the extent practical and accepted by the non-affected party, the time for the affected party’s performance shall be extended for a period of time reasonably necessary to overcome the effect of any delay; provided, further that if a delay materially impairs the purpose of this Agreement, the non-affected party may terminate this Agreement without liability by written notice to the affected party. Failure or disruption of equipment, technology, or internet connection (or similar circumstances) shall not be deemed a force majeure event hereunder, and in this event, the parties shall use reasonable best efforts to resolve the situation promptly or cooperate in good faith to reschedule the Event as soon as practicable.
13. This Agreement shall be governed by and construed in accordance with the laws of the New York, without reference to its conflict of laws principles. All disputes or claims in connection with, relating to or arising from this Agreement shall be pursued in the courts located in New York.
14. This Agreement contains the entire agreement between the parties and may not be modified except in writing, signed by both parties and attached hereto. This Agreement supersedes all prior communications, understandings

and agreements, whether oral or written, between the College and Performer with respect to the subject matter hereof. All exhibits, addenda, attachments and riders to this Agreement are attached hereto and made a part hereof by this reference. In the event of any conflict or inconsistency between the terms hereof and any such exhibit, addenda, attachment or rider, the terms of this Performer Agreement shall govern and control.

15. Any term of this Agreement which, by its nature, must survive termination of this Agreement to be effective shall survive until no longer applicable or until expiration of the applicable statute of limitations.
16. Performer shall not assign or transfer any of its obligations under this Agreement without the prior written consent of the College. Any unauthorized assignment or transfer shall be void. Each party warrants that it has the legal authority to enter into this Agreement and to perform its obligations hereunder, and that it has taken all actions required by its procedures, bylaws or other applicable law to exercise that authority. Each person executing this Agreement below represents and warrants that he or she has the authority to execute and deliver this Agreement on behalf of the party for whom he or she signs and to bind such party to the terms hereof.
17. For the avoidance of doubt, though the Purchaser will take all necessary security and privacy precautions to limit attendance and access to the Union College community, “zoombombing” i.e. uninvited guests entering the Zoom webinar through fraudulent methods are outside of Purchaser’s reasonable control and shall not be penalized if such a scenario does occur.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first written above.

*Union
College* **The Trustees of Union College in the
Town of Schenectady in the State of
New York a/k/a Union College**

Performer _____

by _____

by _____

name _____

name _____

its _____

its _____

date _____

date _____

Contact: