

# PERFORMANCE AGREEMENT



STUDENT LIFE AND LEADERSHIP

Date: \_\_\_\_\_

Group \_\_\_\_\_ Date of Performance \_\_\_\_\_

Leader \_\_\_\_\_ Booking Agent \_\_\_\_\_

Arrival/Set-up Time: \_\_\_\_\_

Times to Perform \_\_\_\_\_ (Not to include set-up time)

Breaks \_\_\_\_\_ to \_\_\_\_\_ to \_\_\_\_\_ Number of Performers \_\_\_\_\_ Others \_\_\_\_\_

ATTACH LIST OF PERFORMERS (See Item No. 3)

Amount \_\_\_\_\_ Check payable to: \_\_\_\_\_

Location of event: \_\_\_\_\_ Type of event: \_\_\_\_\_

Special Equipment \_\_\_\_\_ (See Item No. 5)

Special Arrangements (See Item No. 5) \_\_\_\_\_

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## CONTRACTUAL AGREEMENTS:

1. Assurance is given by the Agent for the group that the group is covered by workers' compensation insurance in full compliance with the provisions of ORD 656.001 to 656.794.
2. Linn-Benton Community College reserves the right to regulate sound level.
3. Any guest list must be submitted 24 hour prior to engagement.
4. Linn-Benton Community College reserves the right to receive full disclosure of money distribution. (i.e. booking agent fee, manager fee)
5. The College will not provide special equipment or make special arrangements unless prior arrangements are made with Student Life & Leadership.
6. Payment will not be made until all equipment is removed and all College equipment is returned.
7. The College will make available carts and risers when available.
8. Linn-Benton Community College assumes no responsibility for any payroll tax, surcharge, or additional monies except those specifically agreed upon.
9. Linn-Benton Community College reserves the right to cancel without pay this engagement if any member of the group arrives noticeably under the influence of any drug or intoxicating beverage and/or evidence of such is found being used by any member of the group on the premises of the College.
10. If any portion of the agreed-upon contract is not filled, the entire check will be withheld. The contract will then be re-negotiated and new check issued.
11. In the event of a dispute, the group will be represented either by a representative of the musician's union or the designated group manager or leader.
12. Should the "group" be unable to perform or the College is unable to provide facilities, and the inability to perform or the lack of facilities be due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, acts of God or any other reason beyond the control and without the fault of either party, and this inability to perform or furnish facilities is made known to both parties 24 hours prior to time set for performance, then, and in the event, the party unable to perform or furnish facilities shall have the right to cancel this agreement without any liability hereunder, and any monies placed on deposit shall be refunded.

\_\_\_\_\_  
Signature of Agent for Purchasing & Contracts

\_\_\_\_\_  
Director, Student Life & Leadership

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature of Group Leader or Manager

\_\_\_\_\_  
Name of Group Leader or Manager

\_\_\_\_\_  
Federal ID or Social Security Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number