

# Middle Georgia State University

*A unit of the University System of Georgia*

## Performance/Entertainment Contract

This agreement is between \_\_\_\_\_ (“Contractor”) and/or their Representatives and the Board of Regents of the University System of Georgia by and on behalf of MGA (“University”) for the Performance described below.

### Description of Performance:

**Detail:** \_\_\_\_\_  
\_\_\_\_\_

**Location:** \_\_\_\_\_

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

**Time:** \_\_\_\_\_

### Riders and Terms and Conditions:

MGA’s Performance Agreement Terms and Conditions are attached and incorporated herein. In addition, the following riders (if applicable) are attached and incorporated herein:

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**Fees and Payment Schedule:**

Compensation Agreed Upon: \$ \_\_\_\_\_. This amount is inclusive of all expenses.

**Payment schedule (Check Option):**

\_\_\_\_\_ Option 1- The University shall present a check for payment on the date of the performance, at the conclusion of the performance.

\_\_\_\_\_ Option 2- Standard terms for entities of the State of Georgia of Net/30.

Check(s) shall be payable to: \_\_\_\_\_

By signing this document, the representative of the parties hereby represent they are duly authorized and that the parties agree to be bound by the provisions of this Agreement.

**Performer:**

**Board of Regents of the  
University System of Georgia by and on behalf of Middle  
Georgia State University:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: Nancy Stroud

Title: \_\_\_\_\_

Title: \_\_\_\_\_

This contract is subject to the provisions of the State of Georgia's Procurement Manual, which can be found on the Department of Administrative Services website.

[http://pur.doas.ga.gov/gpm/MyWebHelp/GPM\\_Main\\_File.htm](http://pur.doas.ga.gov/gpm/MyWebHelp/GPM_Main_File.htm)

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## **Performance Agreement Terms and Conditions**

MGA and Performer agree that the following provisions are incorporated into the agreement to which it is attached and made a part thereof. The parties agree that the terms of this attachment prevail over the terms of any other document relating to and a part of the agreement in which this attachment is incorporated.

- 1. PAYMENT AND COMPENSATION.** MGA will pay Performer's fee by check as indicated in the Fees and Payment Schedule of this agreement. (Note: Payment of the fee cannot be made until Performer provides a completed, signed W-9.
- 2. CANCELLATION.** MGA reserves the right to cancel this Agreement without obligation upon notice to Performer thirty (30) days in advance of the performance date. In the event of MGA's cancellation, the deposit payment (if any) shall be returned promptly.
- 3. FORCE MAJEURE.** Neither Performer nor MGA shall be liable for failure to appear or perform its obligations under this agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the control of Performer and MGA.
- 4. SICKNESS AND ACCIDENTS.** Performer's agreement to perform its obligations is subject to proven detention by sickness or accident
- 5. PROMOTION AND PRODUCTION.** MGA shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Performer agrees that MGA may use Performer's name, pictures, photographs, recordings, and other likenesses in connection with advertising and publicizing the engagement(s) hereunder.
- 6. VIDEO AND AUDIO TAPING.** MGA shall have the right to record, broadcast or digitally stream in any manner whatsoever, any part of Performer's performance as well as to use and maintain a copy of the performance for internal, archival, or for any other educational purpose. Performer and/or his designees shall have the right to record the performance and to use the recordings as Performer sees fit.
- 7. INDEPENDENT CONTRACTORS.** Performer acknowledges that it is an independent contractor and not an employee of MGA and shall be responsible for all taxes. MGA shall control the times and division of the Performer's performance, and Performer shall control the manner, means, and details of such performance.
- 8. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION.** This agreement cannot be assigned or transferred without the written consent of MGA. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of Georgia. In the event any dispute arising under this agreement results in litigation such action or proceeding shall be brought within the state or federal courts of Georgia.

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- 9. MEDIATION.** Prior to the commencement of civil action by either party with respect to any disputes arising out of this agreement, such party must submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with each other in selecting a mediator and in scheduling the mediation proceedings. Venue for mediation shall be Bibb County, Georgia. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its cost.
- 10. SEVERABILITY.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.