

ELIZABETH CITY STATE UNIVERSITY

**Entertainment Agreement
GU06**

THIS AGREEMENT is made and entered into by and between **ELIZABETH CITY STATE UNIVERSITY**, a constituent institution of the University of North Carolina, (hereinafter referred to as "ECSU"), on behalf of its _____ and the undersigned Artist, (hereinafter referred to as "Artist"), or Producer on behalf of Artist (hereinafter referred to as "Producer"). ECSU and the Artist and/or Producer agree to the following terms and conditions for the entertainment engagement described herein.

ECSU Event: ECSU's 20_____, _____, _____

Performance Date and Time(s): Date: _____, 20_____, Time(s): _____:_____-_____ (EST)

Campus Venue: _____

Name of Artist/Producer: _____

Address of Artist/Agent: _____

Contact Person for Artist/Agent: Name _____ Phone (____) ____-____ E-mail _____

Contact Person for ECSU: Name _____ Phone (____) ____-____ E-mail _____@ecsucampus@ecsucampus.edu

Description of Engagement: _____ performance on the campus of Elizabeth City State University.

Additional Provisions: See following Terms & Conditions and Addendum.

Length of Performance(s): Approximately _____ (____) _____.

Fee for Engagement: _____ Dollars and _____ Cents (\$_____.____), subject to possible 4% withholding per SECTION 5, PAGE 3 of the Agreement and inclusive of _____.

Manner of Payment: University Check.

Check is to be made payable to: See attached Addendum.

Payee's Fed Tax ID: See attached Addendum.

Technical Requirements: See attached Addendum.

NC Corporate ID: N/A.

NC Permanent Business Location: N/A.

Notices, if to Artist/Agent:

| | |
|--------------|-----------------|
| <u>Attn:</u> | <u>Address:</u> |
| _____ | _____ |
| | _____ |
| | _____ |

Notices, if to ECSU:

| | |
|--------------|--|
| <u>Attn:</u> | <u>Address:</u> |
| _____ | Elizabeth City State University |
| | 1704 Weeksville Road, Campus Box _____ |
| | Elizabeth City, NC 27909 |

Date of Agreement: _____, 20____

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ELIZABETH CITY STATE UNIVERSITY
Terms & Conditions to Entertainment Contract: _____

1. Independent Contractor Status

- 1.1. The terms of this agreement shall not establish an employer-employee relationship, partnership or joint venture between the parties or the artist(s) and producer to be engaged for the ECSU event. Producer, the artist(s)/entertainers and their respective agent(s) and/or employee(s) shall at all times under this contract have exclusive control over the details of the performance, the means and methods utilized in fulfilling the obligations of this agreement and maintain the status of independent contractor(s).
- 1.2. ECSU shall have no obligation under this contract for the payment of unemployment compensation, FICA, retirement, life and/or medical insurance or worker's compensation insurance as Producer, the artist(s)/entertainer(s) to be engaged for the ECSU event and their respective agent(s) are independent contractors.

2. Duties of Agent/Artist(s)

- 2.1. Producer shall be responsible for securing Artist/Entertainer for the subject performance(s) identified on PAGE 1 of this Agreement.
- 2.2. Producer and/or Artist shall be responsible for obtaining and paying for any applicable licenses and royalties in connection with the engagement except as provided in Addendum "A."
- 2.3. Producer and/or Artist/Entertainer shall be responsible for making all air travel arrangements, arrangements for hotel accommodations and meals for Artist/Entertainer in connection with the ECSU event.

3. Duties of ECSU

- 3.1. ECSU shall provide Technical Requirements as set forth in Addendum A attached hereto.
- 3.2. ECSU shall provide a sound & lighting check prior to the performance at the specified time of ____:____ (EST).
- 3.3. ECSU shall provide on-campus areas where Artist(s)/Entertainer(s) may dress. ECSU has no professional dressing-room facilities.
- 3.4. ECSU shall make best efforts to prevent the recording of Artist(s)/Entertainer(s) performance.
- 3.5. ECSU shall provide campus security throughout the event.

4. Governing Law and Jurisdiction

This contract shall be governed by the laws of the State of North Carolina. Each party expressly agrees to be subject to the jurisdiction of the courts of the State of North Carolina should litigation arise between the parties.

5. Non-Resident 4% Withholding

- 5.1. The parties understand and agree that, under North Carolina law, if the artist(s)/entertainer(s) is/are non-resident individuals, then four percent (4%) of the fee listed on PAGE 1 of this Agreement that represents compensation for services performed in North Carolina must be deducted and withheld and deposited with the North Carolina Secretary of Revenue and reported as income to artist(s)/entertainer(s), if:
 - 5.1.1. Contractor's total compensation for a calendar year is, or is likely to be, more than \$1,500; and,

- 5.1.2. Contractor's work concerns a performance, an entertainment, an athletic event, a speech, or the creation of a film, radio, or television program; and,
 - 5.1.3. Contractor is a nonresident individual, or a corporation or a limited liability company formed under the laws of a state other than North Carolina without a certificate of authority from the North Carolina Secretary of State, or a foreign limited or general partnership without a permanent place of business in North Carolina; and,
 - 5.1.4. Contractor is neither a tax-exempt entity under North Carolina General Statutes, section 105-130.11, nor an ordained or licensed member of the clergy.
- 5.2. If artist(s)/entertainer(s) have a certificate of authority from the North Carolina Secretary of State or a permanent place of business in the State of North Carolina, then it must be listed within this contract to avoid having the 4% from being deducted and withheld.
- 5.3. The 4% withholding described in SECTION 5.1 is inapplicable if Artist's fee is under \$1,500.00 or Artist is a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. If Artist has official IRS documentation establishing its tax exempt status, a copy must be affixed to this contract to avoid having the 4% withholding from being deducted and withheld.

6. Costs and Expenses

Except as otherwise provided herein, Producer and Artist(s)/Entertainer(s) shall be responsible for paying all costs, expenses and incidentals in connection with the obligations of this agreement.

7. Force Majeure

- 7.1. If either party's performance of obligations under this Agreement is materially hampered, interrupted, or interfered with by reason of fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, or act of God, or by the enactment, issuance, or operation of any municipal, county, State or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency, then reasonable attempts shall be made to reschedule the engagement at a mutually agreeable date and time. If no alternate date(s) can be agreed upon, then the parties shall be relieved from the obligations of this contract.
- 7.2. If Artist fails to perform for the ECSU Event for any reason other than set forth in Section 7.1 above, ECSU shall have no obligation to pay the fee set forth herein and shall be entitled to a refund of any deposit if paid in advance, advertising costs and total amounts for any refunded admission tickets.

8. Indemnification

Artist(s)/Entertainer(s) and Producer agree to hold Elizabeth City State University, its Board of Trustees, employees and agents harmless from any claim(s), lawsuit(s) or legal proceeding(s) that may arise as a result of Artist(s)/Entertainer(s) or Producer's duties under this Agreement, including indemnifying ECSU for reasonable expenses in defending any such claim(s).

9. Artist's Conduct

Artist shall conduct him/herself with due regard to the public conventions and morals. Artist shall not, either while rendering such services to the University or in his/her private life, commit an offense involving moral turpitude under Federal, State or Local Laws or Ordinances. Artist shall not do or commit any act or thing that will tend to degrade him/her in society or bring him/her into

general public disrepute, contempt, scandal or ridicule, or that will tend to shock, insult or offend the community or public in general and which a reasonable person would believe would have the effect of reflecting unfavorably upon the Artist/Producer's or ECSU's reputation if the engagement continues. If Artist violates this provision, ECSU has the right to cancel the event and terminate this contract immediately, without advance notice as required in Section (14), and notice shall be provided in accordance with PAGE 2 of this Agreement. If the contract is terminated under this Section (Section 9) prior to services being rendered, ECSU is not responsible for any payment for services related to the performance or any travel under this agreement.

10. VEVRAA Requirement

ECSU is subject to the requirements of the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA). **This Producer and/or Artist and applicable subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime agents and applicable subcontractors to employ and advance in employment qualified protected veterans.**

11. Section 503 Requirement

ECSU is subject to the requirements of Section 503 of the Rehabilitation Act of 1973. **This Producer and/or Artist and applicable subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime agents and applicable subcontractors to employ and advance in employment qualified individuals with disabilities.**

12. Severability

If any provision of this Agreement is deemed unenforceable, it shall not affect or cause the remaining provisions to become invalid.

13. Warranties

- 13.1. Artist/Producer warrants that it has full and current legal authority to engage and obligate Artist/Entertainer and that Artist/Entertainer is available to perform the ECSU engagement and that Artist/Entertainer shall not assign or delegate the duty to any other Artist(s)/Entertainer(s).
- 13.2. Artist/Producer warrants, through its authorized representative, that it has full and current legal authority to execute this contract on behalf of Artist/Entertainer.

14. Termination

Either party may terminate this contract by providing the other party with thirty (30) days advance written notice from the effective date of termination. Termination notices shall be addressed to the parties as indicated on PAGE 2 of this Agreement.

15. Technical Requirements

See attached Addendum A.

16. Miscellaneous

This Agreement is not assignable by either party.

17. Entire Agreement

This Agreement and the Attached addendum(s) replace all prior written and oral agreements and incorporates all terms and conditions agreed upon by all parties regarding the ECSU engagement. There shall be no modifications or amendments except in writing and signed by all parties.

IN WITNESS WHEREOF, each of the parties have caused this agreement to be executed in multiple original counterparts on the date indicated below.

ELIZABETH CITY STATE UNIVERSITY

By: _____

By: _____

Title: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____

NC Corporate ID (if applicable): _____

NC Permanent Business Location (if applicable):

ADDENDUM A

1. ECSU shall furnish or obtain at its expense a suitable venue that is properly ventilated, lighted, properly working public address system, microphone(s) in number and quality required by Artist, technical support, lighting, advertising, staging. The parties acknowledge that ECSU holds a non-exclusive public performance license with Broadcast Music, Inc. (BMI) for musical works to which BMI has the right to grant public performance licenses and this is the extent of the performance license that ECSU shall provide in connection with the engagement.
2. The entertainment presentation to be furnished by Artist shall receive _____ in such order, form, size and prominence as requested by Artist in all advertising and publicity issued by or under the control of ECSU to the extent the request is reasonable and within the university's budget.
3. This performance is not part of a subscription or other type of series.
4. Artist shall have no right to sell and distribute merchandise of any kind at the ECSU engagement.

5. AGREED FEE FOR ENGAGEMENT:

5.1. ECSU shall pay Producer/Artist a total of _____ Dollars and _____ Cents (\$_____.____), subject to possible 4% withholding per SECTION 5, PAGE 3 of the Agreement and inclusive of _____.

5.2. Payment of the fee shall be made by university check, payable in the following manner:

5.2.1. A deposit in the amount of _____ Dollars and _____ Cents(\$_____.____), subject to possible 4% withholding as set forth in Paragraph 5 on page 3, shall be paid to the _____, _____, _____,

_____, _____, _____,
Federal Tax ID # _____, following ECSU's receipt of this contract properly executed by all parties without modification in duplicate (2) original counterparts. The advance deposit is being paid by ECSU in order for the Producer/Artist to reserve the ECSU engagement date. The deposit shall be refunded to ECSU if the Producer/Artist fail to perform.

5.2.2. The balance in the amount of _____ Dollars and _____ Cents (\$_____.____), subject to possible 4% withholding as set forth in Paragraph 5 on page 3, shall be paid to the _____, _____, _____, _____, _____,

_____, _____,
Federal Tax ID # _____, following completion of the performance on _____, 20____.

6. TECHNICAL and OTHER REQUIREMENTS:

6.1. ECSU agrees to furnish, at its own expense, the following:

TRANSPORTATION: ECSU shall provide local ground transportation only for the Artist and Crew.

SOUND & LIGHTING: ECSU shall provide backline, sound, lighting and other technical requirements for the event.

_____ :

_____ :

_____ :

_____ :

6.2. Artist agrees to provide, at its own expense, the following:

TRANSPORTATION: Artist is responsible for ground/air transportation.

ACCOMMODATIONS: Artist is responsible for all hotel accommodations.

MEALS: Artist is responsible for all meals as ECSU has chosen the meal buyout option for this engagement.

MEET AND GREET: Artist shall be available prior to the performance for a Meet and Greet Session of at least thirty (30) minutes.