

# CONTRACT

This contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Administrators of the Tulane Education Fund through: \_\_\_\_\_ (hereinafter referred to as "Tulane") and \_\_\_\_\_ (hereinafter referred to as "Presenter").

In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed to as follows:

1. Presenter shall present a performance as specified below:

- A. Date: \_\_\_\_\_
- B. Number and length of service/performance(s): \_\_\_\_\_
- C. Service/Performance time(s): \_\_\_\_\_
- D. Service/Performance location: \_\_\_\_\_

2. All equipment necessary for Presenter shall be at the location specified in Paragraph 1D no later than (time) \_\_\_\_\_ on the date of the service/performance. For performers, and a sound check shall commence at (time) \_\_\_\_\_.

3. Tulane is not responsible for any equipment not specifically provided for in this agreement.

4. In the event that Presenter is unable to appear or perform as a result of the physical disability of the Presenter (except being under the influence of intoxicating beverages, narcotics or drugs) or act of regulation of public authority, civil tumult, interruption or delay of transporting service, act of God, force majeure or any other cause beyond the control of the Tulane or Presenter, then this agreement shall terminate and the Parties hereto shall be released from any and all obligations to the other.

5. In the event Tulane or Presenter cancels or otherwise breaches this agreement in a manner not enumerated in Paragraph 4 above, the party in breach shall be responsible for the payment of all costs and expenses incurred by the other party in preparation for the performance(s).

6. Tulane agrees to pay Presenter the sum of \$ \_\_\_\_\_ upon completion of the service/performance(s) specified in Paragraph 1 above. Payment shall be made by University check within 7-10 business days of the performance or service provided).

7. Additional provisions or conditions: \_\_\_\_\_

8. The Presenter, and each of the Presenter's employees and agents, shall be solely liable for and shall release, protect, defend, indemnify and hold harmless The Administrators of the Tulane Educational Fund, dba Tulane University, its Associated Student Body, and each of its agents, officers, administrators, directors, employees and representatives (individually a "University Indemnified Party" and collectively, "the University Indemnified Parties"), from and against any and all losses, liabilities, claims, damages, actions and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") (i) arising out of or in connection with the Presenter's (or any of Presenter's employees or agents) failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to the Presenter's performance of this Agreement and/or activities at Tulane, (ii) arising out of or in connection with any unlawful acts, negligent acts, errors, omissions, or willful misconduct on the part of the Presenter's (or any of Presenter's employees or agents), (iii) brought by the Presenter (or any of Presenter's employees or agents), which in any way arises in connection with this Agreement, including, without limitation, Losses for bodily injury, personal injury, death, property damage, or punitive damages regardless of whether caused in whole or in part by negligence or other legal fault of any University Indemnified Party, or (iv) arising out of or in connection with any material breach, default or non-performance pursuant to this Agreement by the Presenter (or any of Presenter's employees or agents). This provision shall survive any completion, expiration or termination of this Agreement.

9. The terms of this agreement shall be construed for all purposes in accordance with the laws of the State of Louisiana.

In Witness Whereof, the Parties hereto have affixed their signatures at New Orleans, Louisiana.

## For TULANE UNIVERSITY:

By: \_\_\_\_\_  
(students do not sign here)

\_\_\_\_\_  
G03 Lavin-Bernick Center  
Tulane University  
New Orleans, Louisiana 70118-5698  
(504) 314-2188

## For PRESENTER:

By: \_\_\_\_\_  
(students do not sign here)

Name: \_\_\_\_\_  
Social Security #: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_