

Campus Center Programs Office – Ellison Campus Center
Salem, MA 01970
(978) 542-6440

ENGAGEMENT AGREEMENT

Agreement made this _____ day of _____, 20 _____, between _____
_____ (herein after referred to as PURCHASER),
and _____ herein after referred to as ARTIST).

It is agreed between the parties as follows:

The PURCHASER hereby engages the Artist and the ARTIST hereby agrees to perform the engagement herein described, upon all terms and conditions herein set forth.

Place of Engagement: _____

Type of Engagement: _____

Date(s) of Engagement: _____

Time(s) of Engagement: _____

Time is of the essence for this agreement. If any ARTIST is late for the performance, or otherwise fails to perform during any portion of the entire period(s) agreed upon (show time), for any reason other than an Act of God, the fee will be reduced by an amount in direct proportion as the amount of lost performance time bears to the period(s) agreed upon.

If any ARTIST fails entirely to perform during the hours set for the engagement for any reason other than an Act of God, all damages caused to PURCHASER will be paid immediately by ARTIST upon presentation of a certified statement of such damages to ARTIST by PURCHASER.

Time of Arrival: _____

Price for Engagement: _____

Check made payable to: _____

ARTIST or the agency representing ARTIST hereby certifies that the following is the appropriate social security and/or tax identification number for the payee(s) under this agreement: _____

SSN or Tax ID No.

Kindly return contracts within ten (10) days in order to ensure confirmation of engagement.

Purchaser
Campus Center Programs Office

ARTIST

Address

Contracting Officer

Phone

Sound levels must be kept at a level acceptable to PURCHASER. This level may be below the normal performance level of the ARTIST. The PURCHASER will be reasonable in determining an acceptable level, but the judgment of the PURCHASER shall prevail. Failure to comply with this provision of the agreement will result in immediate cancellation of this contract.

ARTIST agrees to indemnify, defend and save harmless the Commonwealth of Massachusetts, Salem State College, its agents, officers and employees from all liability, loss, costs, claims, damages, and expenses, including attorneys' fees, arising or claimed to have arisen out of infringement of copyright on any work used by ARTIST in performance of this agreement.

ARTIST shall indemnify, defend and save harmless the Commonwealth of Massachusetts, Salem State College, its agents, officers and employees, from all liability, loss, costs, claims, damages, and expenses, including attorneys' fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by ARTIST as a result of negligence on the part of Salem State College staff or others, or by others as a result of ARTIST's own negligence or intentional acts, during ARTIST's participation in this engagement (including travel to and from the engagement site).

The PURCHASER and ARTIST acknowledge and agree that the PURCHASER is self-insured and that the PURCHASER is not required by this Agreement to procure or maintain insurance of any kind for payment of damages to the ARTIST or any other party. All issues regarding PURCHASER's liability for damages shall be governed by the provisions of M.G.L. Chapter 258.

ARTIST AND ARTIST's guests shall neither drink alcoholic beverages nor consume any controlled substance before, during or after the engagement while on the Salem State College campus or in any facility controlled by the PURCHASER.

PURCHASER is not an employer of ARTIST; rather it is a purchaser of entertainment. ARTIST and PURCHASER are independent contractors. Neither party to this agreement shall be bound by the acts of an officer, employee or other agent of the other party.

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

In the event that the engagement shall be prevented by reason of war, Act of God, strike, civil tumult, epidemic or any other cause beyond the control of either party which is deemed to be 'force majeure', the parties shall respectively be relieved of all other obligations contained herein.

Additional provisions by PURCHASER: (rider attached _____) _____

Additional provisions by ARTIST: (rider attached _____) _____