



The college is not responsible for taxes. Artist(s) agree to indemnify and save the college harmless from any liability, claim or expense, including reasonable attorney's fees, arising out of artists(s) payment or nonpayment of taxes.

4. Artist(s) understand and agree that he/she/they are neither agents nor employees of the college, and have no authority to make any promise or commitment upon behalf of the college.

5. Notwithstanding anything to the contrary in this agreement, Artist(s) warrant and represent, jointly and severally, that the performance will not violate any copyright, that all copyright approvals have been obtained, and that their performance will be in compliance with all government statutes, regulations, and ordinances. Artist(s) agree to indemnify and save the college harmless from any liability, expense or claim of copyright violation which arises out of the performance.

6. Artists shall not be in breach of this agreement if the scheduled performance is prevented by proven sickness, acts of God, or other reasons beyond its control, however, any deposit will be promptly refunded to the college. The college shall not be in breach of this agreement if its compliance is prevented for any reason beyond its control.

7. Notwithstanding anything to the contrary in this agreement, the college reserves the right to cancel this agreement at any time if necessary, in the college's discretion, to protect life or property or to avoid any nuisance or disruption to its operations and in which case, the college shall not be in breach of this agreement and any deposit shall be promptly returned to the college. The college further reserves the right to terminate this agreement for its convenience at anytime on or before \_\_\_\_\_(date) by notice to the artist(s) and any deposit shall be promptly returned to the college.

8. The college reserves the right to control lighting and sound volume, and take any action which, in its discretion, is necessary to preserve order before, during, or following the performance. The college will not authorize any part of the performance to be recorded or reproduced without the approval of the artist(s); however, the college can make no guarantee that recordings are made in the audience or otherwise. All promotional materials and advertising must be approved in advance by the college. All ticket sales are controlled by the college.

9. Since the essence of the agreement concerns specific individuals comprising artists(s) and their unique talents and personalities, the college's payment will be made only if such individuals who comprise artists at the time of signing this agreement perform as provided herein. If one or more of the individual performers are unable to perform, payment will be withheld, and any deposit promptly refunded, unless and until the college approves in writing any substitution. Any planned or expected substitution in the membership of Artist(s) must be brought to the attention of the college immediately and approved in writing by the college.

10. If unavoidable delay is expected or encountered in arrival of the artist(s), the artist(s) will immediately notify the College so that announcements can be made.

11. It is understood and agreed that the college assumes no responsibility for any injury to or damage to the property of the artist(s), nor responsibility for acts or omissions of the audience. Artist(s) shall remove their equipment from the premises immediately following their last scheduled performance. Artist(s) will be responsible for any damage to the property of the college caused by the artist(s).

12. Subject to the terms of this agreement, the parties agree to the provisions set forth below and /or in the attachment labeled "A", initialed by both parties. The terms of this agreement will

supersede and control any inconsistent or conflicting provisions in attachment A or below this paragraph.

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\_\_\_\_\_ (College) \_\_\_\_\_ Artist(s)

13. Artist(s) understand and agree that this agreement may only be amended in writing and when signed by an authorized official of the college. It is further agreed that this agreement constitutes the sole and complete agreement of the parties and any prior or contemporaneous oral or written assurances or understandings are of no effect.

14. Artist(s) understand that each member of the group is obligated under this agreement both jointly and individually. The person signing below for the artist(s) warrants and represents that he or she is authorized to bind the artist(s), and each member thereof, to this agreement, and that the provisions of the agreement have been communicated to each member of the artist(s).

15. This agreement is governed in all respects by the laws of Virginia, and shall be interpreted in accordance with the laws of Virginia, as the same shall be in effect from time to time. Nothing herein shall be interpreted as a waiver, in whole or part, of the sovereign immunity of the Commonwealth of Virginia.

16. If the amount paid to the artist(s) hereunder is expected to exceed \$10,000.00, the artist(s) agree to comply with section 11-51 of the Virginia Code relating to nondiscrimination in hiring

and further agree, irrespective of amount, not to unlawfully discriminate on the basis of race, sex, national origin, or religion with respect to the performance hereunder.

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Artist(s)

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Associate Vice President  
for Finance

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Date

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Date