

APPEARANCE AGREEMENT – Requisition Number _____

This agreement is made the _____ of _____ by and between:

(Performer/Agency)

(Address here that matches VII - Vendor Identification Information)

hereinafter referred to as the “ARTIST,” and the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville - _____, U of A Department hereinafter referred to as the “UNIVERSITY.”

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

I. APPEARANCE

TYPE/NAME: _____

LOCATION: _____

DATE: _____

TIME: _____

LENGTH OF APPEARANCE: _____

II. COMPENSATION

“UNIVERSITY” agrees to pay by University check the sum of: \$ _____

The check will be made payable to: _____ and presented at the conclusion of the appearance OR as soon as possible thereafter.

In addition,

- Any travel and other expenses incidental to the appearance of the “ARTIST” shall be the sole responsibility of the “ARTIST”.
- University agrees to pay reasonable travel expenses up to \$_____.
- University agrees to pay reasonable meal expenses up to \$_____.

Any reasonable travel and meal expenses agreed to above will be paid 2-3 weeks after receipt of invoice and approved travel and meal documentation (upon completion of event). “UNIVERSITY” is not responsible for incidentals (i.e. telephone, alcohol, gratuities, etc.). Reasonable travel expenses shall not exceed by 25% the maximum total expenses authorized for official travel by “UNIVERSITY” Policies. Reasonable meal expenses shall not exceed the federal per diem rate schedule, as published by the U.S. General Services Administration.

III. STAGE REQUIREMENTS

“UNIVERSITY” agrees to provide the following:

All other equipment is the responsibility of the "ARTIST" unless otherwise indicated.

IV. TIME OF ARRIVAL

The "ARTIST" agrees to be present at _____ (location) in Fayetteville, AR at _____ (time, day, date) for a staging and sound check prior to the performance and remain present at the performance site until completion of said performance. The "ARTIST" must contact the "UNIVERSITY" no later than two days prior to performance to confirm arrival times, lodging arrangements, and other information pertinent to implementation of this contract. In the event the "ARTIST" is substantially late for the performance, or if a vital performing member(s) is/are not present, or if in the opinion of a professional staff member of the "UNIVERSITY" the "ARTIST" is unable to perform in a professional manner due to being under the influence of any intoxicating beverage or illegal drugs, the "UNIVERSITY" reserves the right to prorate this agreement, make an adjustment in fee, or cancel the performance. In such an event, "ARTIST" shall reimburse "UNIVERSITY" for its costs as described in the "CANCELLATION OF THIS AGREEMENT" section below.

V. CONCESSIONS AND PROMOTIONAL ITEM AGREEMENT

It is understood that "UNIVERSITY" shall receive 20% commission on any promotional items (tapes, CDs, books, t-shirts, etc.) sold in connection with this program.

VI. FEES AND RESPONSIBILITIES EXCLUSIVE OF THIS AGREEMENT

The "ARTIST" agrees to be solely responsible for compliance with any rules or regulations, performance fees, or responsibilities requested by any organization with which the "ARTIST" is associated or contractually bound, and that "UNIVERSITY" shall have no liabilities, duty, or obligation therefore.

VII. ASSIGNMENT OF THIS AGREEMENT

Both the "ARTIST" and "UNIVERSITY" agree that this agreement may not be assigned by either party without the written consent of both parties.

VIII. CANCELLATION OF THIS AGREEMENT

The "ARTIST" and "UNIVERSITY" mutually agree:

- A. That either party may cancel the appearance and both parties shall be released from any liability if:
 - 1. In the judgment of "UNIVERSITY", it becomes impractical or undesirable for such appearance to occur, due to such incidents as riots, strikes, epidemics, destruction of the performance hall, Acts of God, sickness, acts or regulations of governmental or school authorities, accidents due to means of transportation, or other legitimate conditions beyond the control of "UNIVERSITY" which may either prevent appearance or render receipt of appearance valueless.
- OR;
- 2. The "ARTIST" cannot perform because of ill health, physical disability or other reasons beyond the control of the "ARTIST", or if the "ARTIST" is prevented by Acts of God, regulation of public authority or other circumstances beyond the control of the "ARTIST" from performing the engagement.
- B. However, both parties agree that best efforts will be made by both parties to so adapt that this program be presented as scheduled.

- C. The "ARTIST" further agrees that if "ARTIST" cancels this performance for reasons other than Acts of God, "ARTIST" is responsible for all costs incurred by "UNIVERSITY" for this event prior to cancellation. This includes, but is not limited to, advertising costs, set-up charges, and technical charges.

IX. SIGNING OF THIS AGREEMENT

The person(s) signing for "UNIVERSITY" assumes no personal liability, actual or implied for any payment in connection with the production of this show.

X. MISCELLANEOUS

- A. This agreement shall be governed by the laws of the State of Arkansas. The exclusive venue and jurisdiction for any dispute by "ARTIST" regarding this agreement, pursuant to A.C.A. § 19-10-204, shall be the Arkansas State Claims Commission. Nothing in this contract shall be deemed to waive the sovereign immunity of the State of Arkansas, the "UNIVERSITY" or its administrators, officers, faculty, staff, employees or agents.
- B. "ARTIST" agrees that it is solely responsible for obtaining all required permission, licenses, or other authority for all items, services, goods, products, equipment, performances or activities that it performs or provides, as well as paying all royalties that may be required. Further, "ARTIST" states that he/she has or will obtain all required and necessary rights, licenses, titles, and copyright authority for all items, services, goods, products, equipment, or activities performed or provided. "ARTIST" further agrees to fully indemnify and hold harmless from any and all copyright, copyright infringement, license, royalties, title or other claims that arise or are made as a result of "ARTIST's" service, performance, goods, product, equipment, or activity.
- C. "ARTIST" agrees that he/she will be solely responsible for any harm, damage or injury that he/she, his/her products, his/her equipment, his/her goods, his/her service, or his/her employees, crew, agents or guests cause or permit to occur to any person or their real or personal property as the result of "ARTIST's" actions or failure to act. "ARTIST" further agrees to fully indemnify and hold harmless the "UNIVERSITY" from any and all losses, damages, or expenses, including reasonable attorney's fees, arising out of or resulting from claims or actions for any violation of this agreement or bodily injury, death, sickness, property damage, financial loss, or other injury or damage caused by "ARTIST's" actions, equipment, goods, service or otherwise, as well as all claims alleging any negligent act or omission of "ARTIST", his/her employees, crew, agents or guests.
- D. "ARTIST" agrees that he/she will be solely responsible for any damage that he/she, his/her equipment, goods, product, service, employees, crew, agents or guests cause or permit to occur to the real or personal property of the "UNIVERSITY" or the real or personal property of any rooms provided by "UNIVERSITY" for "ARTIST", and that he/she will fully reimburse "UNIVERSITY" for any repair or replacement costs incurred as a result of said damage(s).
- E. "ARTIST" shall comply with all applicable "UNIVERSITY" policies and federal, state and local laws, ordinances and regulations.
- F. "ARTIST" specifically grants "UNIVERSITY" and its representatives the right to take and publish photographs of the performance or activity for purposes of student press and university publications without requiring "UNIVERSITY" to seek prior permission from "ARTIST". This provision shall serve as "ARTIST's" written consent for photographs if any is required by "ARTIST's" contract.

- G. "ARTIST" agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including, but not limited to Social Security laws, Workman's Compensation insurance, income taxes, state employment insurance taxes or contributions.
- H. "ARTIST" agrees that he/she will not use any photographic, digital, or other images he/she obtains as a result of this contract for any purpose without the express written permission of the subject(s) in the image or photograph. "ARTIST" further specifically agrees that absent express written permission, all images obtained by "ARTIST" while on the campus of the "UNIVERSITY" will be erased, removed and otherwise permanently destroyed immediately after "ARTIST" provides the services contemplated under this Agreement.
- I. "ARTIST" acknowledges the "UNIVERSITY"'s sole and exclusive ownership of its names, commercial symbols, logos, images, trademarks and service marks, whether presently existing or later established, and shall not use them for any purpose whatsoever without the "UNIVERSITY"'s prior written consent.
- J. "ARTIST" agrees that he/she will not use or permit to be used by any of his/her employees, staff, guests, representatives, or agents, any pyrotechnics, open flames, or fire of any kind during his/her performance. Should "ARTIST", his/her employees or agents violate this provision, "ARTIST" agrees that he/she will indemnify, defend and hold harmless the "UNIVERSITY" and its officers, directors, employees and agents from any and against any and all claims, damages, liabilities, costs and expenses, including reasonable outside counsel fees, arising out of or relating to violation of this provision.
- K. "ARTIST" agrees that he/she will not use or permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of his/her employees, staff, guests, representatives, or agents while on the campus of the "UNIVERSITY". "ARTIST" further agrees that he/she will not permit any of his/her employees, staff, guests, representatives, or agents to bring a firearm onto the campus of the "UNIVERSITY" in violation of Fayetteville Policies and Procedures 224.0.
- L. "ARTIST" agrees that he/she will not allow any of his/her employees, guests, or agents that are registered sex offenders to enter the campus of the "UNIVERSITY". "ARTIST" agrees that he/she will not permit any of his/her employees, subcontractors, or employees of subcontractors who have been convicted of a sex offense or felony involving harassment, force, violence or the sale of illegal drugs to work on this campus.
- M. Any actions or activities on the part of the "ARTIST" or his/her employees, guests, or agents that could be considered an 'incitement to riot' incident will constitute grounds upon which the performance may be terminated and this Agreement rendered null and void. The "UNIVERSITY" may also file a civil or criminal complaint.
- N. "UNIVERSITY" reserves the right to all stage announcements made at the engagement. "UNIVERSITY" may additionally take whatever steps it deems necessary to protect the health, safety, and welfare of the persons attending the performance covered by this agreement.
- O. "UNIVERSITY" is bound by a contractual agreement with Coca-Cola and cannot sponsor or provide competing products.
- P. "ARTIST" certifies that in accordance with Ark. Code Ann. § 25-1-1203, (i) the People's Republic of China ("PRC") does not wholly own "ARTIST" or hold a majority interest in "ARTIST" and (ii) the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary, or affiliate of "ARTIST" or in a subcontractor to be employed by "ARTIST." In addition to the aforementioned certification, if the value of this agreement is \$1,000 or greater, "ARTIST" certifies

that in accordance with Ark. Code Ann. § 25-1-503, "ARTIST" (i) is not currently engaged in a boycott of Israel and (ii) agrees for the duration of this agreement not to engage in a boycott of Israel. In addition to the aforementioned certifications, if the value of this agreement is \$25,000 or greater, (i) "ARTIST" certifies that it does not employ or contract with illegal immigrants as defined by Ark. Code Ann. § 19-11-105; and (ii) "ARTIST" agrees to disclose information consistent with the terms of Arkansas Executive Order 98-04, and any amendments or replacements, and the regulations pursuant thereto. In addition to the aforementioned certifications, if the value of this agreement is \$75,000 or greater, "ARTIST" certifies that in accordance with Ark. Code Ann. § 25-1-1102, "ARTIST" (i) is not currently engaged in a boycott of the energy, fossil fuel, firearms or ammunition industries and (ii) agrees for the duration of this agreement that it will not engage in a boycott of the energy, fossil fuel, firearms or ammunition industries.

XI. ALTERATION OF THIS AGREEMENT

The conditions and specifications set forth herein constitute the entire agreement made between both parties. Any additions, deletions or amendments to this agreement must be agreed to in writing by both parties.

UNDERSTOOD AND AGREED:

FOR THE "ARTIST":

FOR THE "UNIVERSITY":

Signature/Date

Signature/ Date

Print Name

Print Name

Address

Title

City/State/Zip

Phone

Social Security Number or Federal ID #