



J. William Fulbright College of Arts and Sciences
Department of Theatre

Contract for Guest Artist Services

Agreement made on _____ between Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville – Department of Theatre, hereinafter referred to as the “UNIVERSITY,” and _____, hereinafter referred to as the “ARTIST”.

1. **AGREEMENT OF ENGAGEMENT:** The UNIVERSITY hereby engages the ARTIST to render the following services:

2. **TIMELINE:** The UNIVERSITY hereby engages the ARTIST for the following dates at the agreed upon fee:

Fill in all that are appropriate:

First Rehearsal: _____ Final Dress Rehearsal: _____
First Performance: _____ Closing Performance: _____
Performance Location: _____

And/or

First Date of Teaching Residency: _____
Final Date of Teaching Residency: _____

3. **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 final 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.

4. RECORDING:

- a. The UNIVERSITY shall have the right to record performances/lectures/demonstrations for use on any form of media, including but not limited to television, online, and all other audio-visual media for educational, publicity, or archival purposes. All said materials, video and/or audio are the sole property of the UNIVERSITY and can be used for the purposes described above without compensation to the ARTIST. No commercial use of the recording will be made without the consent of and compensation to the ARTIST.
- b. The ARTIST shall have the right to record the rehearsal and performance for archival and demo purposes. No commercial use of this recording will be made without the consent of and compensation to the UNIVERSITY.

5. 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.

6. 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, pandemics, 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.

7. 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.

8. 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, video, 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 Pepsi-Cola and cannot sponsor or provide competing products.
- P. In the case of working on a new play, the author owns all revisions, suggestions, and contributions to the script made by other collaborators in the production, including actors, directors, designers, and dramaturgs. The author does not owe any guest collaborators any money for these contributions. If the Department of Theatre hires a guest director, dramaturg, or other collaborator to work on a new play, the author is not obligated to make use of any ideas they might have. Even when the input of a guest collaborator is helpful to the author, guests are hired by the Department of Theatre, and they are paid for their work by the Department of Theatre as a part of the development process.

9. 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

Title

Title

Address

City/State/Zip