

APPEARANCE AGREEMENT – NO COMPENSATION

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

(Performer/Agency)

(Address here that matches W-9)

hereinafter referred to as the "ARTIST," the _____,
Name of U of A Department

hereinafter referred to as the "DEPARTMENT" and "Board of Trustees of the University of Arkansas", acting for and on behalf of the University of Arkansas, Fayetteville.

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

NO COMPENSATION TO BE PAID BY UNIVERSITY: _____ / _____
Initials of Both Parties

Any travel and other expenses incidental to the appearance of the "ARTIST" shall be the sole responsibility of the "ARTIST".

III. STAGE REQUIREMENTS

"DEPARTMENT" 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.

V. CONCESSIONS AND PROMOTIONAL ITEM AGREEMENT

It is understood that "DEPARTMENT" 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 "DEPARTMENT" shall have no liabilities, duty, or obligation therefore.

VII. ASSIGNMENT OF THIS AGREEMENT

Both the "ARTIST" and "DEPARTMENT" 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 "DEPARTMENT" 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 "DEPARTMENT", 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 "DEPARTMENT" 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 "DEPARTMENT" 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 "DEPARTMENT"/University of Arkansas assumes no personal liability, actual or implied for any payment in connection with the production of this show.

X. 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.

In addition, the parties agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this contract. The parties further agree that the Arkansas State Claims Commission has exclusive jurisdiction over any claims for damages against the University. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas without regard to its choice of law principles. Nothing contained in this Agreement shall be deemed, construed or operate as a waiver of any immunities to suit available to the University or its Trustees, officers, representatives or employees.

UNDERSTOOD AND AGREED:

FOR THE "ARTIST":

FOR "DEPARTMENT"

Signature/Date

Signature/ Date

Print Name

Print Name

Address

Title

City/State/Zip

UA Requesting Department

Phone

Fayetteville, AR 72701

Social Security Number or Federal ID#

Linda Fast, **APO, CPPO, CPPB**
Manager of Procurement Services
Business Affairs, University of Arkansas
*Board of Trustees of the University of
Arkansas acting for and on behalf of the
University of Arkansas, Fayetteville.*