

Performance Agreement



CONTRACT DATE

NAME OF PERFORMER/GROUP/SPEAKER

ADDRESS

EMAIL ADDRESS

VENUE

CURRENT OR PAST REED EMPLOYEE?

YES NO

CURRENT OR PAST REED STUDENT?

YES NO

FOREIGN NATIONAL? (FOR TAX PURPOSES)

YES NO

TYPE OF EVENT

EVENT DATE

LOAD-IN TIME

SOUND CHECK TIME

EVENT START TIME

EVENT END TIME

NUMBER/LENGTH OF SETS

NUMBER/LENGTH OF BREAKS

HONORARIUM AMOUNT

OTHER (TRAVEL, LODGING, ETC.)

EQUIPMENT ORGANIZATION WILL SUPPLY

CHECK MADE OUT TO

RESPONSIBLE ORGANIZATION

THIS PERFORMANCE AGREEMENT ("Agreement") is entered into as of the Contract Date set forth above by and between The Reed Institute, a nonprofit corporation organized and existing under the laws of the State of Oregon doing business as Reed College ("Reed"), and the individual, group, or organization identified above as the Performer/Group/ Speaker ("Performer").

1. ENGAGEMENT. Reed hereby engages Performer to perform at the event described above (the "Event"), and Performer agrees to perform at the Event on the terms and conditions set forth herein.

2. PERFORMANCE. Performer agrees to perform on the dates and at the times set forth above, at the venue set forth above, and on the conditions set forth herein.

2.1 RIDER. Additional performance rider specifications, if any, are detailed in Appendix A.

3. ORGANIZATION. This Agreement is a contract between Reed and Performer, but Reed has delegated management responsibility for the Event to the Responsible Organization identified above (“Organization”). Unless otherwise directed by Reed, Performer shall coordinate the logistics of its performance with Organization.

4. TERM AND TERMINATION. This Agreement shall commence on the Contract Date and shall continue through the completion of the Event. Either party may terminate this Agreement: (a) upon material breach by the other party; (b) in the case of an event described in Section 16 below, immediately upon written notice to the other party; or (c) without cause by giving the other party written notice at least thirty (30) days before the Event Date.

5. PAYMENT. In consideration of Performer’s performance at the Event (the “Performance”), Reed shall pay Performer the Honorarium Amount set forth above. Performer shall be responsible for paying any members of Performer’s group and any other of Performer’s employees or contractors. If indicated above, Reed shall also reimburse Performer for normal and reasonable travel costs provided such costs have been approved in writing in advance by Reed. All such travel costs shall be passed on to Reed at cost and without markup of any kind. All payments shall be due thirty (30) days after completion of the Performance.

6. THIRD PARTY RIGHTS. Performer represents and warrants that: (a) Performer has secured all rights necessary, including, without limitation, obtaining any required licenses or consents, in connection with the Performance and production thereof; and (b) the Performance will not infringe on the intellectual property or other rights of any third party.

7. ADVERTISING. Performer shall not advertise the Event without express written permission from the Organization. Advertising includes, without limitation, posting the Event on websites, Facebook, or other social media. Performer hereby grants Reed and the Organization the right to use the name and likeness of Performer and the names and likeness of Performer’s group, if applicable, for the purpose of publicizing and advertising the Performance.

8. SOUND. The Organization and Reed staff members reserve the right to regulate the volume of sound

of the Performance. Such regulations shall not be unreasonable, but will be based upon audience comfort and/or applicable laws and/or ordinances.

9. RELATIONSHIP. Performer is an independent contractor. Neither Performer nor any member of Performer’s group or staff will be, or be deemed to be, an employee or agent of the Organization or Reed. Neither Performer nor any person affiliated with Performer will represent the relationship with the Organization or Reed to be otherwise than stated herein. Performer shall be responsible for any payroll, withholding, or other employment-related taxes and workers’ compensation premiums arising from services performed by its employees. Performer shall defend, indemnify, and hold harmless Reed from and against any claim: (a) that any employee of Performer or any person affiliated with Performer is an employee of Reed; (b) that Reed owes any taxes or fees arising from Performer’s activities hereunder; or (c) for compensation owed to any employee of, or other person affiliated with, Performer. Performer shall provide Reed with Performer’s Social Security number or taxpayer I.D. number, as applicable.

10. GUEST PASSES. The Organization may provide each member of the performing group with permission to invite no more than one guest. To be honored, the guest list must be provided to the Organization no later than one hour prior to the start of the Performance. Performer is required to inform its guests that they will be asked to leave campus if they break Reed College rules or laws related to the use of drugs or alcohol.

11. LOSS OR DAMAGE TO PROPERTY. Performer shall be responsible for any damages to property of Reed or the Organization caused by negligence on the part of Performer or any personnel associated with Performer.

12. INDEMNITY. Performer shall defend, indemnify, reimburse, and hold harmless Reed and its trustees, officers, employees, agents, insurers, students, successors, and assigns (the “Released Parties”) from and against any and all claims, demands, actions, or causes of action or other liability, including but not limited to on account of or resulting from any breach of this Agreement, any claim or allegation that the Performance infringes any intellectual property right of a third party or any damage to real or personal property or any personal injury or death arising out of the acts or omissions of Performer or its subcontractors, agents, or employees relating to the Event, Performer’s use of the Facilities, or this Agreement, whether or not such damage, injury, or death is caused by the fault or negligence of any Released Party.

13. INSURANCE. Performer shall maintain a policy of comprehensive general liability insurance in an amount no less than \$1 million that covers all of Performer's activities and obligations during its presence on campus and for thirty (30) days thereafter. No less than thirty (30) days prior to commencement of the Event, Performer shall provide Reed with a Certificate of Insurance naming Reed as additional insured and providing that the policy shall not be canceled without first giving thirty (30) days' prior written notice to Reed. Such policy shall be issued by a reputable and financially secure insurance carrier.

14. ALCOHOL AND OTHER DRUGS. Performer shall not permit any employee or other person affiliated with Performer who is under the age of twenty-one (21) to consume alcohol during the Event. Neither Reed nor the Organization will provide Performer or persons affiliated with Performer with alcoholic beverages or tobacco products for consumption or purchase. Reed prohibits the use of and consumption of all drugs on campus, including marijuana. Performer shall refrain, and shall cause all persons affiliated with Performer to refrain, from use of drugs, including marijuana, while on campus.

15. PERFORMER RESPONSIBILITIES. If the actions of Performer or any person affiliated with Performer are in conflict with any policies, guidelines, rules, or regulations of Reed while on Reed property and Performer or any person affiliated with Performer fails or refuses to correct the same upon verbal notification by Reed or the Organization, then Reed or representative(s) of the Organization shall have the right to immediately terminate the Performance and cancel this Agreement without liability.

16. FORCE MAJEURE. Neither party shall be liable to the other party for failure or delay to perform its obligations hereunder arising out of or due to an act, event, omission, or cause beyond its reasonable control and without its fault or negligence, including but not limited to: strikes; lockouts; civil commotion; riots; wars; fires; explosions; floods; earthquakes; embargoes; to protect the health and safety of the Reed Community or others; epidemics; pandemics; public health concerns; labor disputes; local, state, or federal government action, direction, guidance, or order; inability to obtain labor, material, equipment, or transportation; or acts of civil or military authority.

17. NONASSIGNMENT. Performer shall not assign, transfer, license, or sell Performer's rights under this Agreement without the prior written consent of Reed.

18. WAIVER; SEVERABILITY. Either party may waive any right that party has under this Agreement, but such waiver shall not affect that party's right to require strict compliance with this Agreement in the future. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

19. DISPUTES/GOVERNING LAW. This Agreement shall be deemed to have been executed in, and shall be exclusively governed by and interpreted in accordance with, the laws of the State of Oregon, including federal law, but excluding choice of law rules. Any litigation between the parties shall be commenced and prosecuted only in the state or federal courts of Oregon. If arbitration or litigation is commenced by either party to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees at the arbitration, at trial, on appeal, and on any petition for review.

20. ENTIRE AGREEMENT/MODIFICATION. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and, unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.

21. COMPLIANCE WITH LAWS AND COLLEGE POLICIES. Performer will comply with all applicable laws and regulations and with all applicable Reed policies, guidelines, and regulations in connection with the Performance.

22. COUNTERPARTS AND EXECUTION. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

Performance Agreement



THE REED INSTITUTE

SIGNED BY

TITLE

DATE

SIGNATURE

PERFORMER

NAME OF PERFORMER

SIGNED BY

TITLE

DATE

SIGNATURE

REED ORGANIZATION

NAME OF REED ORGANIZATION

SIGNED BY

TITLE

DATE

SIGNATURE

Performance Agreement



APPENDIX A | PERFORMANCE RIDER

Reed agrees to provide for the Performer, or to make available, the following free of charge:

THE REED INSTITUTE

SIGNED BY

TITLE

DATE

SIGNATURE