

PERFORMANCE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20____ by and between DePaul University, an Illinois not-for-profit corporation (“DePaul”) and _____, otherwise known as “_____” (collectively the “Talent”).

1. **Services to be Provided by Talent.** Talent shall provide the following services (the “Performance”): _____ performances as part of the _____.
2. **Venue.** The Performance shall take place at the following location (the “Venue”): _____ located at _____ in Chicago, Illinois.
3. **Date and Time.** The Performance shall begin at _____ and shall continue until _____ on _____, 20____.
4. **Services to be provided by DePaul University.** DePaul University shall provide the following services including the following equipment/technical needs:

LIST SERVICES HERE

5. **Fee.** DePaul University shall compensate Talent an aggregate total of _____ (\$_____) payable within 30 days after the Performance is completed in the form of a DePaul University check which shall be payable to _____.
6. **Contract Rider.** The Contract Rider is attached hereto and is hereby incorporated into, and made a part of, this Agreement. If there is any conflict between the provisions of the Contract Rider or any other portion of this Agreement, the provisions of the Contract Rider shall apply or such interpretation of the provisions jointly shall be interpreted to be consistent with the provisions of the Contract Rider. **This Agreement shall not be of any force or effect unless the Contract Rider is attached.**
7. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Illinois. The parties to this agreement agree to use the state of Illinois for jurisdiction and Cook County, Illinois for venue for any disputes between the parties.

No student or student organization can bind itself or DePaul University to a contract. Any contract with DePaul University or any of its student organizations, including this Agreement, MUST BE SIGNED BY AN OFFICIAL REPRESENTATIVE OF DEPAUL UNIVERSITY or it will be ineffective and not binding upon DePaul University or its students or student organizations. This Agreement shall not be of any force or effect unless the Contract Rider is attached at the time of execution.

(Copy and attach additional signature pages if more than one person is signing on behalf of Talent.)

AGREED TO AND ACCEPTED:

TALENT:

DEPAUL UNIVERSITY:

Signature

Signature

Print or type name

Print or type name

Title

Title

Date

Date

Address:

Address:

DePaul University
1 East Jackson Boulevard
Chicago, Illinois 60604
Attention: _____

_(_____)_____
Phone number

with a copy to:

_(_____)_____
Fax number

DePaul University
1 East Jackson Boulevard
Chicago, Illinois 60604
Attention: General Counsel

E-mail Address

Social Security/Taxpayer ID number

Contract Rider

- 1) Representations and Warranties. Talent represents and warrants that in performing its obligations under this Talent Entertainment Agreement and Contract Rider it is not and will not be infringing upon any property right, patent right, or copyright right and that it is the copyright owner or has obtained the appropriate licenses for all of the intellectual property provided by Talent including, but not limited to, the copyright works that will be performed and that Talent has full power and authority to enter into this Agreement. If Talent is made up of more than one individual, then the individual signing this Agreement additionally represents that he or she has full power and authority to bind Talent and all other individuals who constitute Talent.
- 2) DePaul University Mission: Talent represents and warrants that the content of any performance under this Talent Entertainment Agreement and Contract Rider will be consistent with DePaul University's Mission. DePaul reserves the right to cancel any performance inconsistent with DePaul's mission without liability to DePaul.
- 3) Cancellation: If an Act of God, nature, war, riots, epidemic or act of public authority renders the performance contemplated by the Talent Entertainment Agreement and this Contract Rider impossible, the parties shall not be liable to one another for damages they sustain.
- 4) Independent Contractor. It is understood that Talent is an independent contractor hired for services herein described, and is not an agent or employee of DePaul University.
- 5) Appropriate Insurance: Talent represents and warrants that it has in place and will maintain throughout the contract term insurance in an amount to cover Talent and its employees, agents and servants and representatives who are performing Talent's obligations under this Contract Rider and Talent Entertainment Agreement.
- 6) Compliance with Laws: Talent agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations in performing its obligations under the Contract Rider and Talent Entertainment Agreement.
- 7) Failure to Perform. The failure of Talent to materially perform its services as described in the Talent Entertainment Agreement (the "Agreement"), of which this Contract Rider is a part, shall constitute a material breach of the Agreement and DePaul, in addition to any other remedies it may have, will have no obligation to pay the Fee or any other costs and Talent shall promptly refund any monies paid by DePaul University.
- 8) Indemnification. To the fullest extent permitted by law, Talent agrees to defend, indemnify, and hold DePaul University, including its trustees, officers, members, directors, employees, servants and agents, harmless against loss, damages, claims, suits, liabilities, judgments, costs and expenses (without limitation, all reasonable attorneys' fees and expenses) caused by or in connection with (i) the negligence or willful misconduct of Talent or (ii) any breach of warranty or representation contained in this Rider or elsewhere in this Agreement. This provision shall survive the termination of this Agreement.
- 9) Terms and Conditions set forth by Venue. If the Venue is at a location that is not controlled by DePaul University then Talent shall be subject to the terms and conditions set forth in the agreement between the owners or managers of the Venue and DePaul University attached herewith.
- 10) Assignment. Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this Agreement without the written consent of the other party. Talent agrees that substitute performers will not replace Talent, or any members of Talent if Talent is a group, unless such substitution is agreed to in writing by DePaul University. If DePaul University does not approve such substitution then the Agreement shall be terminated, DePaul University shall have no further obligation under the Agreement, and Talent shall promptly refund any monies paid by DePaul University.

- 11) No Waiver. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.
- 12) Severability. If any term, clause or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.
- 13) No Oral Contracts. Oral contracts cannot be honored by DePaul University. This Agreement supercedes any prior agreement, whether written or oral, and any changes, additions or modifications to this Agreement must be in writing and signed by all parties hereto.
- 14) Governing Law. This Agreement shall be governed in all respects by the laws of the State of Illinois. The parties to this agreement agree to use the state of Illinois for jurisdiction and Cook County, Illinois for venue for any disputes between the parties.
- 15) Conflict of Provisions. If there is any conflict between the provisions of this Contract Rider or any other portion of this Agreement, the provisions of this Contract Rider shall apply or such interpretation of the provisions jointly shall be interpreted to be consistent with the provisions of this Contract Rider.
- 16) Arbitration: DePaul University does not agree to binding arbitration of disputes.
- 17) Definitions: Any defined term that is not defined in this Rider shall have the meaning ascribed to it elsewhere in this Agreement.

No student or student organization can bind itself or DePaul University to a contract. Any contract with DePaul University or any of its student organizations, including this Agreement, MUST BE SIGNED BY AN OFFICIAL REPRESENTATIVE OF DEPAUL UNIVERSITY or else it will be ineffective and not binding upon DePaul University or its students or student organizations.

THE PARTIES HERETO UNDERSTAND THAT THIS RIDER IS A PART OF THE TALENT ENTERTAINMENT AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

TALENT:

DEPAUL UNIVERSITY:

Signature

Signature

Print or type name

Print or type name

Title

Title

Date

Date