



ENTERTAINMENT/PERFORMER AGREEMENT

This Agreement is entered into as of the ___ day of ____, by and between ____, ("Entertainer"), and Roosevelt University (the "University").

WITNESSETH:

WHEREAS, the University is in need of and desires to engage Entertainer's professional services pertaining to entertainment or performance for Roosevelt University students;

WHEREAS, Entertainer is willing and desires to render such professional services to the University according to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **Description of Services.** Entertainer shall provide the following services to Roosevelt University:

(include bullet-point list or paragraph here, or refer to Exhibit A if vendor provides own document):

2. **Compensation.** In consideration of Entertainer's acceptance of this Agreement and of his/her performance of the professional services set forth above, the University covenants and agrees to pay Entertainer a fee of ____ [can refer to Exhibit B if there is an estimate or rate sheet provided by vendor] 30 days after event has occurred and an invoice and W9 form has been submitted.

3. **Duration and Termination.** This Agreement shall become effective on the date first written above and continue until such time as Entertainer's services required herein shall be completed. In addition to terminating at the end of such initial period or any extension thereof, this Agreement may be terminated by either party without cause at any time.

4. **Relationship of Parties.** The parties hereto understand and expressly agree that Entertainer is an independent Entertainer and is not an employee of the University. No deductions from Entertainer's pay will be made and no fringe benefits of any kind will be provided to Entertainer by the University, including by way of example, but not limitation, health insurance benefits, paid vacation or any other employee benefit. Entertainer shall not have the authority to enter into any contract or agreement to bind the University and shall not represent to anyone that Entertainer has such authority.



5. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto and there are no other premises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

6. **Amendment.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party thereto or their authorized representative.

7. **Insurance.** At all times while performing the Contract Duties, Entertainer shall maintain, at its sole cost and expense, the insurance set forth in Exhibit C, attached hereto and incorporated by reference herein, from insurance companies and in a form reasonably satisfactory to Owner with limits of liability not less than stated in such Exhibit C. Owner shall have the right to inspect and review the policies in their entirety and shall be provided with copies upon request. Service Entertainer shall provide a certificate of insurance in the amounts set forth in Exhibit C upon execution of this Agreement.

8. **Indemnification.** To the fullest extent permitted by applicable law, Entertainer shall defend, indemnify and hold harmless Owner and its respective officers, Board members, directors, employees, agents, shareholders, partners, joint venturers, affiliates, successors and assigns from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties, including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with:

- (a) Entertainer's performance of (or failure to perform) the Contract Duties;
- (b) a violation of any laws or any negligence, gross negligence or willful misconduct by Entertainer or its affiliates, subcontracted performers, agents or employees during performance of the Contract Duties; and/or
- (c) a breach of this Agreement by Entertainer or any of its affiliates, subcontractors, agents or employees.

The aforesaid obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by the party indemnified, from and after the time at which the party indemnified receives notification (whether verbal or written) that a claim or demand is to be made or may be made.

Except as may be otherwise provided by applicable law or any governmental authority, Owner's right to indemnification under this section shall not be impaired or diminished by any act, omission, conduct, misconduct, negligence or default of Owner or any employee of Owner who contributed or may be alleged to have contributed thereto.

9. **Damage Limitation.** In no event shall Owner be liable for consequential, incidental or special damages, including without limitation any delay damages, lost opportunity damages or lost profits, incurred by Vendor and/or its affiliates, subcontractors, agents or employees in connection with this Agreement.



10. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

11. **Miscellaneous.**

11.01 Time of Essence. Entertainer acknowledges that time is of the essence in regard to its performance under this Agreement.

11.02 No Liens. Entertainer shall neither suffer nor permit the attachment of any liens upon the Property as a direct result of Vendor's performance of the Contract Duties.

11.03 Cure of Entertainer's Default. If Entertainer shall default in the performance of the Contract Duties or any other duty imposed upon Entertainer hereunder, Owner may (but shall not be required to), without notice to Entertainer and with or without terminating this Agreement, cure and rectify such defaults and either deduct the reasonable cost of cure and rectification from compensation due to Entertainer hereunder or Owner may directly bill Entertainer for such reasonable costs.

11.04 Force Majeure.

- a. Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of God or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in applicable laws; war, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences.



- b. Notwithstanding any other provision of this section 11.04, even though the performance of Entertainer or a subcontractor or delivery of materials is delayed by an unforeseen event or occurrence beyond the control of Entertainer, such subcontractor or such supplier of materials as provided in subsection 11.04(a), Entertainer hereby agrees to use its best efforts to secure alternate sources of materials, if available. To the extent that Entertainer fails to secure available alternate sources of materials, Owner is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to Entertainer under this Agreement to the extent that such amounts exceed the price allocations for the goods and services agreed upon in this Agreement. Entertainer shall not be paid any additional compensation by Owner due to an unforeseen or uncontrollable event or occurrence of the type described in this section 11.04.
- c. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section 11.04, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this section.

11.05 Estoppel Certificate. Upon request of Owner, Entertainer agrees to provide to Owner, within five (5) days after receipt of written request therefore, a written statement certifying that this Agreement is in full force and effect, that Owner and Entertainer are current in their respective obligations hereunder and that Owner is not in default under any provision of this Agreement.

11.06 Survival. The provisions of sections 4, 8, 9, and 15 of this Agreement shall survive the expiration or early termination of this Agreement.

11.07 Each signatory to this Agreement represents and warrants that it has the proper authority to execute this Agreement and to be bound by the terms and conditions hereof or, alternatively, to bind their respective entity to the terms and conditions hereof.

12. **Not a Waiver**. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13. **Applicable Law**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois.

14. **Headings**. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.



15. **Notice.** All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given when hand delivered or sent postage prepaid by certified or registered mail, return receipt requested, to the following:

UNIVERSITY: Roosevelt University
430 South Michigan Avenue
Chicago, IL 60605
Attn:

ENTERTAINER: Name:
Street address:
City, state, zip:
TIN or SSN:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last set forth below.

ENTERTAINER/PERFORMER

ROOSEVELT UNIVERSITY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

