

**Florida International University
Office of the General Counsel**

ENTERTAINMENT PERFORMANCE AGREEMENT

The Florida International University Board of Trustees ("FIU") and _____
_____ ("Performer") located at

_____ enter into this Entertainment Performance Agreement ("Agreement") effective on the date this Agreement is executed by all parties below and agree as follows:

1. **Performance.** Performer will provide the following presentations or performances ("performance"):

The performance will be held at the premises known as:

_____;

Address: _____

2. **Location and Times of Performance.** The performance will be held at the premises on the following date(s) and time(s):

Date	Between the hours of	Minimum length of Performance:
_____, 20__	_____ and _____	____ hours ____ minutes
_____, 20__	_____ and _____	____ hours ____ minutes
_____, 20__	_____ and _____	____ hours ____ minutes

3. **Compensation.** FIU will pay to Performer as total compensation (inclusive of any and all expenses including but not limited to travel, lodging, local transportation and food): \$_____.

4. **Check Payee.** The check shall be made payable to:

and presented to Performer immediately after the final performance.

5. **Equipment and Personnel.** FIU will supply the premises stated above and the following equipment for the performance(s):

Any and all other equipment or personnel necessary for the performance shall be provided by, and at the expense of, the Performer. Note, FIU staff will determine sound level and maximum amplification.

6. **FIU Contact Information.** All correspondence to FIU related to this Agreement should be addressed to: _____
at _____

7. **Agent.** If this Agreement is signed by Performer's agent, such agent warrants: that he/she is duly authorized to act for and on behalf of the Professional, that he/she is authorized to enter into this Agreement, and that the agent and Performer are jointly and severally liable for any breach of this Agreement.

8. **Limited Use of Tapes/Recordings.** FIU is granted the right to tape and/or record the performance; however, such tapes or recordings shall only be used for educational purposes by FIU's students, faculty and staff.

9. **Failure to Perform.** Any failure of Performer to perform may be excused only for proven sickness or injury, civil tumult or riot, epidemics, acts of God, or other conditions beyond the control of the Performer. Performer or Performer's agent must notify FIU immediately of any reason which might result in Performer's failure to perform on the scheduled date. FIU reserves the right to approve/substitute any other performer for Performer in the event that Performer is not able to perform as scheduled.

10. **Relationship of the Parties.** Vendor is an independent contractor, and neither Vendor nor Vendor's employees, agents, or other representatives shall be considered FIU employees or agents. Vendor shall not use FIU's name, trademarks, logos, or marks without FIU's prior written approval. Vendor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)).

11. **Content of Performance.** Performer is solely responsible for the content of material performed and shall hold FIU, the Florida Board of Governors, and the State of Florida harmless from any claim arising out of the performance of this Agreement, including, but not limited to claims of libel, copyright infringement or other alleged use of materials by Performer at the performance covered by the Agreement.

12. **Indemnification by Performer.** Performer agrees to indemnify, defend and hold FIU, the Florida Board of Governors, the State of Florida, and their respective trustees, directors, officers, employees and agents harmless from and against any and all liability, loss, costs, injury, damage, penalties, suits, judgments, demands, claims, expenses and disbursements (including without limitation attorney's fees) of any kind whatsoever arising out of, on account of, or in connection with Performer's obligations and performance under the Agreement. Performer will not be liable for FIU's negligence. This indemnity shall survive termination of the Agreement.

13. **Payment.** Vendor shall submit bills for compensation for services or expenses in detail sufficient for a proper pre-and post-audit. Vendor is responsible for any taxes due under this Agreement. FIU will make payment in accordance with Florida Administrative Code Rule 6C8-7.032 entitled "Prompt Payment." Upon receipt of goods or services, FIU has five (5) business days to inspect and approve the goods or services, unless Agreement specifies a greater period of time. If FIU does not issue payment within 40 days of receipt of a proper invoice, FIU will pay to Vendor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). Vendors experiencing payment problems may contact the Vendor Ombudsman at (305) 348-2101.

14. General Provisions.

A. Nothing in this Agreement shall be construed as an indemnification of the Performer by the FIU or as a waiver of sovereign immunity beyond that provided in Fla. Stat. §768.28. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

B. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties' successors and assigns.

C. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the courts in Miami-Dade County, Florida.

D. FIU may cancel this Agreement by giving Performer at least ten (10) days prior written notice of cancellation. If FIU cancels this Agreement for reasons other than breach by Performer, FIU shall only be liable for payment of goods received and services rendered and accepted by FIU prior to the date of notice of cancellation, and in addition, FIU will reimburse Performer for Performer's out-of-pocket expenses related to the performance of the Agreement that were incurred by Performer prior to notice of cancellation if such expenses are non refundable/non-returnable. However, such expenses of Performer will only be reimbursed to the extent permitted by Fla. Stat. §112.061 and only to the extent such expenses are supported by written, itemized and paid invoices submitted by Performer to FIU.

FOR THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES

PERFORMER

By: _____
Signature

By: _____
Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address

City, State, Zip

Phone

Date: _____

Date: _____

I certify the above services have been rendered and the statements shown are correct and the Payee was not otherwise employed by the State of Florida during the time period covered by this Agreement.

Contract Negotiator or University Officer

Date