

1. This agreement is between \_\_\_\_\_ and the Artist(s)

For and in consideration of their mutual promises as herein set out, and for other good and valuable consideration, receipt of which hereby acknowledged, the parties agree to the following terms.

2. Artist(s) (other than employees of the Institution) are engaged as independent contractor(s) to provide the performance(s) at the location, date(s), and time(s) indicated below. The indicated date(s) and time(s) of Artist(s)' performance are essential to the Agreement and may be rescheduled only with written approval by an authorized official of the Institution. Artist(s) agree to perform the indicated number of show(s), each lasting the length agreed upon, exclusive of intermission. Intermission shall be no longer than the length stated in the contract.
- Location of Performance: \_\_\_\_\_
  - Date(s): \_\_\_\_\_
  - Time(s): \_\_\_\_\_
  - Number of shows to be performed: \_\_\_\_\_
  - Length of each performance (in minutes), exclusive of intermission: \_\_\_\_\_
  - Intermission shall not exceed: \_\_\_\_\_
3. Upon completion of performance in accordance with this agreement, the Institution shall pay Artist(s) or agent the sum \$\_\_\_\_\_. Acceptance of such payment constitutes Artist(s)' acknowledgment and agreement that the Institution has satisfied this Agreement and waives any claim of any nature whatsoever against the Institution, its agents, and employees arising out of or concerning this Agreement. Payment shall be made by check payable to the order of \_\_\_\_\_ and delivered to the address specified below. The Artist (Payee) must currently be registered as an eVA vendor. The Institution is not responsible for taxes. Artist(s) agree to indemnify and save Institution harmless from any liability, claim, or expense, including reasonable attorney fees, arising out of Artist(s) payment or nonpayment of taxes. Exception: if Artist(s) are employee(s) of the Institution, payment must be made through payroll and taxes deducted.
- Checks to be delivered to or at \_\_\_\_\_
4. Artist(s) understand and agree that they are neither agents nor employees of the Institution and have no authority to make any promise or commitment upon behalf of the Institution.
5. Notwithstanding anything to the contrary in this Agreement, Artist(s) warrant and represent, jointly and severally, that the performance will not violate any copyright, that all copyright approvals have been obtained, and that the performance will be in compliance with all governmental statutes, regulations, and ordinances. Artist(s) agree to indemnify and save the Institution harmless from any liability, expense, or claim of copyright violation, which arises out of the performance.
6. Artist(s) shall not be in breach of this Agreement if the scheduled performance is prevented by proven sickness, acts of God, or other reasons beyond its control. The Institution shall not be in breach of this Agreement if its compliance hereunder is prevented for any reason beyond its control.
7. Notwithstanding anything to the contrary in this Agreement, the Institution reserves the right to cancel this Agreement at any time, if necessary, in the Institution's discretion to protect life or property or to avoid any nuisance or disruption to its operations and, in which case, the Institution shall not be in breach of this Agreement. The Institution further reserves the right to terminate this Agreement for its convenience at any time on or before \_\_\_\_\_ (date) by notice to Artist(s).
8. The Institution reserves the right to control lighting and sound volume and to take any action which, in its discretion, is necessary to preserve order before, during, or following the performance. The Institution will not authorize any part of

the performance to be recorded or reproduced without approval of Artist(s); however, the Institution can make no guarantee that recordings are not made in the audience or otherwise. All promotional materials and advertising must be approved in advance by the Institution. All ticket sales are controlled by the Institution.

9. Since the essence of the Agreement concerns specific individuals comprising Artist(s) and their unique talents and personalities, the Institution's payment will be made only if such individuals who compromise Artist(s) at the time of signing this Agreement perform as provided herein. If one or more of the individual performers are unable to perform, payment will be withheld, unless and until the Institution approves in writing any substitution. Any planned or expected substitution in the membership of Artist(s) must be brought to the attention of the Institution immediately and approved in writing by the Institution.
10. If unavoidable delay is expected or encountered in arrival of Artist(s), the Artist(s) will immediately notify the Institution so that announcements can be made.
11. It is understood and agreed that the Institution assumes no responsibility for any injury to or damage to the property of Artist(s), nor responsibility for acts or omissions of the audience. Artist(s) shall remove their equipment from the premises immediately following their last scheduled performance. Artist(s) will be responsible for any damage to the property of the Institution caused by Artist(s).
12. Artist(s) understand and agree that this Agreement may only be amended in writing and when signed by an authorized official of the Institution. It is further agreed that this Agreement constitutes the sole and complete Agreement of the parties and any prior or contemporaneous oral or written assurances or understandings are of no effect.
13. Artist(s) understand that each member of the group is obligated under this Agreement both jointly and individually. The person signing below for Artist(s) does so on his or her own behalf and as an agent for Artist(s). The person signing below for Artist(s) warrants and represents that he or she is authorized to bind Artist(s), and each member thereof, to this Agreement, and that the provisions of the Agreement have been communicated to each member of Artist(s).
14. This Agreement is governed in all respects by the laws of Virginia, and shall be interpreted in accordance with the laws of Virginia, as same shall be in effect from time to time. Nothing herein shall be interpreted as a waiver, in whole or part, of the sovereign immunity of the Commonwealth of Virginia.
15. If the amount to be paid to the Artist(s) hereunder is expected to exceed \$10,000, Artist(s) agree to comply with §2.2-4311 of the *Code of Virginia* relating to nondiscrimination in hiring and further agree, irrespective of amount, not to unlawfully discriminate on the basis of race, sex, national origin, or religion with respect to performance hereunder.

ARTIST	COMMONWEALTH OF VIRGINIA – VCCS
<i>By:</i>	<i>By:</i>
<i>Authorized Signature</i>	<i>Authorized Signature</i>
<i>Printed Name</i>	<i>Printed Name</i>
<i>Title</i>	<i>Title</i>
<i>Date</i>	<i>Date</i>