Performer Agreement and Consultant Agreement Instructions

**SUMMARY**

Step 1. **New** vendors must submit a vendor application. See [Vendor Application Page](#).

Step 2. Complete [Cover Sheet](#) with Department Head’s approval. View a [sample Cover Sheet](#) below.

Step 3. Complete [PERFORMER AGREEMENT FORM](#) or [CONSULTANT AGREEMENT FORM](#). View a [sample Agreement](#) below.

Step 4. Forward completed agreement with Dept. Head’s approval to Beryl Mancuso in Mr. Becker’s office for contract approval.

Step 5. **After** approved agreement is returned, enter Panthernet Requisition.

Step 6. Forward routing slip and a copy of **signed** agreement to Purchasing.

Step 7. PO will be issued to pay performer.

**Reminders**

- Performer Agreements are required for anyone who comes to any campus or that the college invites elsewhere, to present to an audience.

- Must be submitted for signature at least 10 working days **prior** to the event or the event may not be approved.

- It is the preference of the College to have liability insurance and Facility Use insurance whenever possible. If the suggested performer does not have this, there will be an evaluation process to determine if we can substantiate the risk of not having the insurance versus the benefit of having that specific performer. It will be the responsibility of the person requesting the performer to help gather all of the information needed to make that determination. If the performer does NOT have insurance, please expect the approval to take up to a month.
Performers Agreement Cover Sheet

Complete and include with your performer agreement submission.

College Contact Name: Laura Jones

Performer Name: XYZ Musical Productions

Date submitted for apr: 01/30/14 Performance Date: 03/06/14

1. Who will be benefiting from this performance?
   Students, Faculty and staff of the Lake Worth Campus

2. How many people will be performing? Four (4)

3. How many people are anticipated to attend? 200

4. If handout items are provided at the event, how many of each type?
   N/A

5. Are we charging for this event? No

6. What is the learning outcome from this event?
   Students will get an opportunity to experience a wide range of music.

7. Does the vendor have insurance? Yes

8. Is the performance at least ten (10) days from now? Yes

9. If the performer is not charging the College for this performance ($0 contract), please explain why. N/A

User Guide to the Performer Agreement Process:
http://www.palmbeachstate.edu/purchasing/Documents/performer-agreement-instruction.pdf

Department Head Authorization (Dean, Provost or VP) required prior to submission

Name ____________________________ Title ____________________________

Signature ________________________ Date ________________________
Performer Agreement

This AGREEMENT made and entered into on 01/30/14, between PALM BEACH STATE COLLEGE, hereinafter referred to as “COLLEGE” and XYZ Musical Productions, hereinafter referred to as “Performer” enters into this Performer Agreement (Agreement) effective on this date this Agreement is executed by all parties below and agree as follows:

The COLLEGE hereby engages the Performer and the Performer hereby agrees to the terms and conditions which are set forth herein:

1. Performer: Performer will provide the following (give a detailed description of services provided).
   Bob Smith with a group of 3 musicians will honor classic poetry through music and poetry readings. There will be one (1) show and will include four (4) musicians playing woodwind instruments. Payment includes travel fees, hotel accommodations and ground transportation.

2. Performer Information:
   Name: XYZ Musical Productions
   Address: 123 Main Street
   Anywhere, FL 55555
   Telephone: 555-555-1234
   Fax: 555-555-4321
   Performer Email: sales@xyz.com

3. College Information:
   Palm Beach State College
   Contact Person: Laura Jones
   Address: 4200 S. Congress Avenue, Lake Worth, FL 33461
   MailStop: 99
   Telephone: 561-888-9999
   Fax: 561-888-8888

4. Day, Date and Location of Services:
   Date: Thurs March 6, 2014
   Time: 1:00-3:00 PM
   Campus & Location: Lake Worth, SCA 119
   Set up times (if any): 12:30-3:30 PM

5. Terms of Services Provided:
   Performer will supply: Four (4) musicians and four (4) instruments.
   College will supply: PA system, mixer and cables to the best of its abilities.

Any and all other equipment and personnel necessary for the Performer that is not listed above shall be provided by and at the expense of the Performer. Note: As to audio/sound equipment, Palm Beach State College has the right to determine the sound level and maximum amplification.

Rev. 10-08-13 Page 1 of 3
6. **Payment for Services:**

   $ 300.00 by COLLEGE check, payable to
   XYZ Musical Productions at end of Performance.

   Additional payment terms if applicable:

6A

7. **Cancellation:**

   Either party reserves the right to cancel this Agreement without obligation upon thirty (30) day written notice prior to the date of the Agreement. Any failure of either party to perform maybe excused for proven sickness or injury, civil tumult or riot, acts of God, or other conditions beyond the control of Palm Beach State College or the Performer. Any cancelled Agreement may be rescheduled upon mutual written consent of the parties. Upon cancellation of the Agreement, except for proven sickness or injury of the Performer, Palm Beach State College has the discretion to reimburse the Performer up to twenty percent (20%) of the total Performer compensation not to exceed a maximum amount of $500.00.

8. **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 Performer, 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.

9. **Relationship of Parties:** Performer and/or Performer’s employees, agents, or other representatives are not employees, agents or representatives of the Palm Beach State College. Performer shall not use College name, trademarks, logos or marks without College’s prior written approval. Performer represents and warrants that it is not on the Convicted Vendor List (see § 287.133 (2)(a), Fla. Stat.). Performer must complete College Vendor application and submit it to the purchasing department, unless one is on file.

10. **Content of Performer:** Performer is solely responsible for the content of material and shall hold College 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 or materials by Performer covered by this Agreement.

11. **Insurance:** Performer is required to carry reasonable (as determined by the college) liability insurance and proof of insurance needs to be provided with execution of contract.

12. **Indemnification by Performer:** Performer agrees to indemnify, defend and hold College, and its respective trustees, director, officer, employees and agents harmless from and against any and all liability, loss, costs, injury, damage, penalties, suits, judgments, demands, claims, expenses and disbursement (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 this Agreement. Performer will not be liable for College negligence. This indemnity shall survive the termination of this Agreement.

---

**Performer may be required to have insurance.**
13. **General Provisions:**
   
a. Nothing is this Agreement shall be construed as an indemnification of the Performer by College or as a waiver of sovereign immunity beyond that provided in § 768.28, Fla. Stat. Each party assumes 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. Venue for all actions or proceedings arising in connection with the Agreement shall be tried and litigate exclusively in state or federal courts in Palm Beach County.

*The signatures below confirm that the parties have read and approved all terms above along with any attached rider.*

**PERFORMER**

By: ________________________________  
Bob Jones  
Name  
Artist Director  
Title  
Date: 01/30/2014

**COLLEGE**

By: ________________________________  
Richard A. Becker  
Name  
VP Administration & Business Services  
Title  
Date

Contract should be signed by performer first to expedite the review process.

Contract date is at least 10 days prior to event date.