



University of Miami
Standard Performance Agreement

THIS CONTRACT is entered into this \_\_\_ day of \_\_\_ by and between the University of Miami, Coral Gables, Florida, hereinafter referred to as "University" and \_\_\_, hereinafter referred to as "Performer":

To be completed by sponsoring organization/department:

Requesting Organization/Department: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Location of Event: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_ Time of Event: \_\_\_\_\_

Type of Performance (DJ, Lecture, Performance, etc.): \_\_\_\_\_

Fee, payable by University check upon completion of performance: \$ \_\_\_\_\_

Email Address to Return Completed Contract to: \_\_\_\_\_

- 1. The University shall at all times have complete supervision, direction and control over the performance. The University expressly reserves the right to control the sound level during the engagement, specifically calling for a maximum continuous sound level of 85 decibels and an instantaneous sound noise output of 90 decibels daytime, and maximum continuous sound level of 98 decibels and an instantaneous sound noise output of 103 decibels in the evening after 5:00pm. In the event that the need arises or inclement weather dictates movement of performance indoors, the University reserves the right to adjust the sound level accordingly.
2. It is expressly understood by the parties that all advertising and promotion of this performance shall be the exclusive right of the University; any promotion or advertising of said performance by the Performer or its agents or assigns must be with the written approval of the University.
3. Insurance: Performer shall furnish public liability and property damage insurance in the following amounts: Public Liability and Property Damage \$1,000,000 per occurrence. Such insurance shall designate Performer and the University of Miami as an additional named insured and shall provide that such insurance shall be primary over any other liability policy maintained by the University of Miami. Evidence of such coverage, in the form of a "Certificate of Insurance" issued by the insurance company providing coverage, must be submitted to the University two weeks prior to the event. [X]
4. Force Majeure: If the performance contemplated herein shall be canceled by either party due to the occurrence, or threatened occurrence of an Act of God, this contract shall be canceled, and the parties shall be discharged from any further obligations.
5. Performer agrees to indemnify and hold the University (including its trustees, officers, directors, and employees) harmless and to reimburse the University for any breach of Performer's obligations and warranties specified herein, and for any claims, costs, damages, liabilities, and judgments which are the direct result of Performer's breach of any provision of this agreement. Performer agrees to indemnify and hold harmless the University (including its trustees, officers, directors, and employees) for any claims of third parties, which are the result of the negligence, in whole or in part, of Performer, road crew, agents, management, and guests. Performer agrees to hold harmless University for any damage to performer's property.

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6. Unfavorable Weather: The University may consult with the Performer to decide whether the Performer shall perform in the event of unfavorable weather conditions. In the event of in climate weather, the University shall have the right to delay the time of the performance by 1 hour to allow for improvement in weather conditions. The University shall also have the right to choose an alternative concert site in case of unfavorable weather conditions.
7. The Performer is engaged as an independent contractor. Performer is not an employee or agent of the University.
8. It is understood and agreed that the performance contemplated herein is designed and proposed solely to entertain the students, guests, faculty and administration of the University. The Performer expressly agrees that neither he/she nor any member of his/her group, if any, nor anyone in any way connected with the performance, shall say or do anything calculated to, or which might reasonably cause, or tend to collectively, to react in a manner which may be considered to be disruptive, disorderly or a disturbance of the peace. Furthermore, the Performer expressly agrees that no part of the performance to be given shall be offensive to good taste, order and decorum. Should the Performer in any manner, fail to perform in accordance with the terms hereof, then the University shall have the right to stop said performance and/or recover any monies paid hereunder.
9. Advertising/Use of Name: It is expressly understood by the parties that all advertising and promotion under this contract shall be the exclusive right of University. Both parties agree to obtain prior written approval for any promotion or advertising of the performance or use of the other's name, logo or trademark.
10. In the event Performer wishes to sell his/her merchandise, he/she must obtain advance written approval from University's authorized representative.
11. The Performer must get expressed written permission from the University at least ten (10) days prior to the performance if Performer intends to record the performance.
12. The University will not be liable to report and/or pay employment taxes and similar employer levies.
13. Performer shall compensate the University for any damage to or theft of any University property, which is caused by the negligent or intentional acts of the Performer, its agents, employees or guests. The University of Miami is not responsible or liable for any damage to Performer's property which was beyond the control of the University. No party shall be responsible for consequential damages and/or lost profits.
14. Performer represents that the person signing on behalf of Performer has authority to bind Performer.
15. The University may cancel this contract by written notice in its discretion.
16. It is agreed that this contract is the whole agreement between the parties. The parties may amend this contract or incorporate a rider. Such amendment or rider must be in writing and signed by authorized representatives of both parties.
17. This agreement shall be deemed to be made and entered into in the State of Florida, and shall in all respects be interpreted, enforced and governed under the laws of the State of Florida, without giving effect to the conflict of laws principles of Florida law. The parties expressly consent to the exclusive jurisdiction and venue of any court of competent jurisdiction in Miami-Dade County, Florida.



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**To be completed by performer:**

Name of Performer: \_\_\_\_\_ Performer Phone: \_\_\_\_\_

Performer Address: \_\_\_\_\_ City, State. Zip: \_\_\_\_\_

Check Payable to: \_\_\_\_\_ Is the performer a student? \_\_\_\_\_

Federal Tax ID or Social Security # (must match check payee): \_\_\_\_\_

**FOR PERFORMER:**

**FOR THE UNIVERSITY OF MIAMI:**

\_\_\_\_\_  
Signature of Performer/Representative Date

\_\_\_\_\_  
Dr. Patricia A. Whitely Date  
VP for Student Affairs

\_\_\_\_\_  
Print Name of Performer/Representative

\_\_\_\_\_  
Signature of Organization Advisor Date

\_\_\_\_\_  
Print Name of Organization Advisor

Admin Use Only: SASO Contract Manager Initial: \_\_\_\_\_ Date: \_\_\_\_\_