

**PERFORMER AGREEMENT**  
BETWEEN  
BAYLOR UNIVERSITY  
AND

\_\_\_\_\_

This Agreement (“Agreement”) is between Baylor University, a Texas university, located at 1301 South University Parks Dr, Waco, TX 76706, (“Baylor”), and \_\_\_\_\_ (“Performer”), with a mailing address of \_\_\_\_\_, and shall be effective as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”). Baylor and Performer are collectively referred to as the “Parties.” The Performer is a person or group providing services involving public speaking, musical performance, artistry, or other as described in the information provided in Section II of this Agreement.

**I. Identity of the Parties.**

A. Notices. Any notice, request, or any other communications to be given to any Party hereunder shall be in writing, sent by registered or certified mail to the addresses set forth below. Either Party may change such addresses for delivery of notice by written request to the other Party.

Name: Baylor University,  
by and through the Department of \_\_\_\_\_

Contact: \_\_\_\_\_, Director/Dean

Type of entity: Texas Nonprofit Corporation

Corporation Address: 1500 South University Parks

Drive City/State/Zip: Waco, Texas 76706

Telephone: (254) 710-\_\_\_\_\_

E-mail: \_\_\_\_\_

Performer Name: \_\_\_\_\_

Type of entity: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Taxpayer ID: \_\_\_\_\_

**II. Terms of Engagement.**

A. Scope. Baylor hereby engages Performer to personally provide the following services, and Performer agrees to personally provide to Baylor the following services (the “Presentation”) at the following Event (the “Event”):

Title of Performer’s Presentation: \_\_\_\_\_

Presentation Content and Subject Matter (Attach a proposed song/set list if applicable):

---

---

---

---

---

---

---

---

Event/Location: \_\_\_\_\_

Dates and times of Event: \_\_\_\_\_

Performer's Presentation schedule: \_\_\_\_\_

Performer's hospitality requirements (if applicable): \_\_\_\_\_

Performer's technical requirements (if applicable): \_\_\_\_\_

B. Location. Baylor agrees to furnish a suitable place for the Presentation—properly lighted, well heated/or cooled, equipped with all of the necessary accessories, including microphones and amplification, in proper working condition. Baylor agrees to limit the audience to the maximum legally permitted at the location of the Presentation.

C. Fee. Baylor shall pay Performer a fee of \_\_\_\_\_ dollars (\$\_\_\_\_\_) (the "Fee"), which shall be paid within 45 days after Presentation via ACH deposit.

D. Reimbursable Expenses.  
[Check one of the following]

\_\_\_\_\_ The Fee is all-inclusive: the Fee includes all costs and expenses of the Performer, including mileage, travel time and expenses, meals, lodging accommodations or equipment rental.

\_\_\_\_\_ Any out of pocket expenses that Baylor agrees to pay shall be listed below and paid at the Performers actual cost with no mark-up, and shall be appropriately documented with receipts and justification per Baylor's policies.

Approved Reimbursable Expenses:

---

- E. Presentation Restrictions. No performance, exhibition, or entertainment may be given or held at the Baylor that is illegal, indecent, obscene, or immoral, including, but not limited to, employing the use of profanity or sexual gestures or innuendoes or that supports, endorses, or advocates (a) violent opposition to local, state, or federal government; (b) atheism; (c) ridicule of religion; (d) defiance of laws and regulations; (e) promiscuous lifestyle or causes. Performer shall provide the Presentation in a manner that is consistent with the faith-based mission, values, and community standards of Baylor. Performer shall conduct the Presentation in a professional and knowledgeable manner. Should Baylor, in its sole judgment, deem the Presentation to be indecent, obscene, immoral, or in any manner offensive or inconsistent with Baylor's mission and values, Baylor may stop or cancel the Presentation and reduce the Fee by a proportionate amount.

### III. **Insurance Requirements and Indemnification.**

- A. Insurance. Performer, at its expense, will procure and maintain, for the duration of the Event, a policy of commercial general liability insurance in an amount of not less than \$1,000,000, single limit, against claims for bodily injury, death and property damage occurring in connection with the Event and the Presentation. This insurance must name Baylor University and the Baylor University Board of Regents as additional insureds. Performer must provide Baylor with a certificate evidencing this insurance coverage no later than 10 days prior to the Presentation.
- B. Indemnity. Performer shall indemnify, defend, and hold Baylor harmless for, from, and against, any all claims, demands, suits, costs and damages (including reasonable attorneys' fees) that Baylor may incur by reason of any: (a) actual or alleged infringement or violation of any copyright, or other proprietary right by Performer; (b) claim for damages arising from Performer's Presentation caused by Performer's negligence or willful act; or (c) any of Performer's costs and liabilities arising out of the Presentation or Event, including without limitation: travel and meal expenses; union dues; taxes; agents' commissions or other expenses or obligations; damages to Performer's equipment or materials; compensation to third parties engaged by Performer; compensation for lost or stolen equipment or materials; workers compensation or other insurance; and any expenses not preapproved by Baylor in writing.

### IV. **Default, Remedies, Force Majeure, Cancellation.**

- A. Default. Failure by either party to perform as specifically described herein shall be deemed to be an "Event of Default" hereunder.
- B. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party (1) shall have all the remedies afforded by law and in equity; and (2) shall have the right to terminate this Agreement.
- C. Force Majeure. If the Event cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire casualty, or other unforeseen occurrence or any other cause beyond the reasonable control of Baylor or which Baylor is unable to avoid by exercise of due diligence, this Agreement terminates immediately, and in such event, neither Baylor nor Performer shall have any further obligation or liability whatsoever to each other.

- D. Cancellation by Baylor. If the Event is cancelled by Baylor, reasonable efforts will be made to reschedule. Performer shall not be entitled to any compensation in the event of a failure or refusal to perform services hereunder, whether because of illness, accident or otherwise. Due notice in writing by certified mail, return receipt requested, to the address noted in *Section I.A. Identity of the Parties* of inability to perform services must be received at least two days prior to date of performance. In the event of such failure to perform, all moneys paid to Performer by Baylor shall be returned to Baylor.
- E. Cancellation by Performer. If the Event is cancelled by Performer for any reason other than as described in *Section IV.C. Force Majeure*, the Performer shall not be entitled to any compensation. In the event of such failure to perform, any deposits or money paid to Performer or otherwise incurred by Baylor shall be immediately returned to Baylor in full.

V. **Miscellaneous Provisions.**

- A. No Assignment or Subcontracting. Neither party shall have the right to assign any rights or obligations under this Agreement without the prior written consent of the other party. Performer may not subcontract any part of its presentation under this Agreement without obtaining written consent from Baylor.
- B. Independent Contractor. Performer is an independent contractor and is not an employee of Baylor. Neither Performer nor any personnel of Performer will for any purpose be considered employees or agents of Baylor. Performer assumes full responsibility for the actions of Performer's personnel, and is solely responsible for their supervision, direction and control, payment of salary and expenses (including withholding income taxes and social security), worker's compensation, and disability benefits.
- C. Lawful Activity. In carrying out its obligations under this Agreement, Performer shall comply with all rules, regulations, laws, and ordinances of the United States, the State of Texas, the City of Waco, and those established by Baylor. Performer has the responsibility for obtaining all permits or licenses required for the performance of their materials unless otherwise explicitly stated in the contract.
- D. Objectionable Persons. Baylor reserves the right to eject or cause to be ejected from Baylor grounds objectionable persons, and neither Baylor nor any of its trustees, officers, employees, agents, or representatives are liable to Performer for any damages that may be sustained by Performer through Baylor's exercise of such right.
- E. Smoking. Performer, nor its affiliates, agents, or representatives, may smoke or permit smoking at any location of Baylor at any time.
- F. Controlled Substances. The possession, distribution, sale, or consumption of intoxicating beverages, or illegal or designer drugs at Baylor is prohibited. Such activity engaged in by an employee, agent, or representative of Performer is prohibited and constitutes adequate cause for Baylor to terminate this Agreement immediately. If Baylor terminates this Agreement under such circumstances, Baylor reserves the right to reduce the Fee to be paid to Performer by an appropriate amount and to reissue and mail the check to the Performer or its agent.
- G. Recordings; Use of Name and Likeness. Both parties may record the Presentation for internal records. No recording of the Presentation, either visual or audio, will be made by or on behalf of the Performer for the purposes of profit or significant distribution without

prior written approval from Baylor. Baylor may require an additional payment for the privilege, and may require Performer to sign a filming/recording agreement. Baylor may record the Presentation on video tape, audio tape, film, photograph or any other medium, use Performer's name, likeness, voice and biographical material in connection with these recordings for purposes within the Baylor mission, including education and research, and exhibit or distribute the recording in whole or in part without restrictions or limitation for any educational or promotional purpose that Baylor deems appropriate.

- H. Authority. If an individual or entity signs below on behalf of Performer, such signatory represents and warrants that he/she/it has full and current authority to act and contract on behalf of Performer and obligate Performer, and that this Agreement is binding upon and enforceable against Performer and the undersigned (if not Performer) in accordance with its terms.
- I. Governing Law and Venue. This Agreement will be governed by the laws of the State of Texas without giving any effect to any choice-of-law rules that may apply. Venue for any suit shall be conducted in McLennan County, Texas.
- J. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.

The parties have caused this Agreement to be executed by their authorized representative.

**Baylor University**

**Performer**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date