## CONTRACT

THIS CONTRACT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

SLIPPER ROCK STUDENT GOVERNMENT ASSOCIATION, INC., Slippery Rock University, Slippery Rock, Pennsylvania 16057, hereinafter called "SRSGA",

## AND

\_\_\_\_\_,

of

hereinafter called "Performer".

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto each intending to be legally bound, covenant and agree as follows:

1. Performer shall provide the following services on behalf of SRSGA:

A. Type of Services and Engagement:

B. Place Services shall be performed (the "Venue"):

C. Date Services shall be rendered:

D. Time and duration Services shall be rendered:

E. Additional provisions:

2. In consideration of and upon full completion of the services to be rendered by Performer,

SRSGA shall immediately pay unto Performer the sum of \$\_\_\_\_\_. A Check shall be

made payable to \_\_\_\_\_

upon Performer completing and providing SRSGA with the attached Federal W-9.

3. Performer shall provide and supply all equipment necessary to enable Performer to complete the engagement and services, except that the following shall be provided by SRSGA:

4. Both Performer and SRSGA shall be relieved of all liability if unable to meet the responsibilities of this contract because of any "Act of God", riots, wars, hostilities, civil disturbances, strikes, terrorist attacks, transportation interruption or delays, epidemics, act or orders of public authority, or any event beyond the control of the either party hereto, all a "Force Majeure". SRSGA shall not be held responsible if, as a result of a Force Majeure, or conditions beyond its control, it is unable to provide the Venue on the date and time when the engagement herein contracted for is scheduled.

5. SRSGA shall use its best efforts to prevent the broadcasting, recording or reproduction of the performance, provided however, SRSGA shall be permitted and authorized to tape the event and the performance for non-commercial purposes.

6. Performer has had the opportunity to inspect the Venue and has satisfied his/her or itself that the Venue is suitability for the engagement.

7. Performer agrees that SRSGA, its employees and agents, shall not be liable to Performer, his/her or its employees or agents, and Performer hereby releases SRSGA, its employees and agents, from any liability for any personal injury, loss of income or damage or loss of persons or property in or about the Venue from any cause whatsoever unless such damage, loss or injury results from the negligence of SRSGA, its employees or agents. SRSGA, its employees and agents, shall not be liable to Performer for any such damage or loss, whether or not such damage or loss so results from such negligence to the extent Performer is compensated by Performer's insurance.

Performer shall defend, indemnify, save and hold harmless SRSGA, its employees and agents, from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted as a result of (1) any negligence or other wrongful act or omission on the part of Performer, his/her or its employees or agents, or (2) any accident, injury or damage to any persons or property occurring in, on or about the Venue caused before, during or after the engagement, unless caused by the negligence of SRSGA, its employees or agents.

8. Performer shall comply with all applicable federal, state and local laws applicable to the Venue and the engagement and/or services being provided by Performer.

9. It is hereby agreed that this Contract contains all agreements, promises and understandings between the parties and that there are no verbal or oral agreements, promises or understandings of any kind or nature.

10. The parties agree that this Contract was entered into in Butler County, Pennsylvania and that jurisdiction of any and all disputes that may arise shall be brought only in the Court of Common Pleas of Butler County, Pennsylvania.

11. This Contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions.

IN WITNESS WHEREOF, SRSGA and Performer, intending to be legally bound, have caused this Contract to be duly signed and executed as of the day and year first above written.

Slippery Rock Student Government Association, Inc.:

Performer:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

for Slippery Rock Student Government Association, Inc.