

Artistic Activities Engagement Agreement

Illinois Institute of Technology
10 W. 35th Street
Chicago, Illinois 60616
("Purchaser" or "IIT")

The undersigned Artist(s), Lecturer, Coach, Performer or Speaker and Promoter, if any, of the same (collectively "the Artist(s)") and Purchaser Agree to the following terms and conditions for the engagement described below:

1. _____
NAME UNDER WHICH ARTIST(S) OPERATES
2. _____
PERFORMANCE DATE & DAY
3. _____
PERFORMANCE PLACE
4. _____
LENGTH OF PERFORMANCE
5. _____ 6. _____ 7. _____
ARRIVAL TIME SHOW TIME REHEARSAL TIME

8. It is agreed that as full compensation for the Performance, Purchaser will pay Artist(s) \$ _____, with such payment being in the form of an Illinois Institute of Technology check payable as follows:

9. _____
ARTIST(S) PERSONNEL REPORTS TO PHONE

10. There is an attached rider YES NO

11. Additional agreement provisions.

General Terms and Conditions

Independent Contractor

It is understood that the Artist(s) executes this Agreement as an independent contractor and is not an employee of the Purchaser and that Artist(s) shall have the exclusive control over the means, method and details of fulfilling his, her or its obligation under this contract, except for performance time(s) minimum and maximum length of act. Purchaser, at its sole discretion, shall have the exclusive responsibility to provide security for the Performance.

Force Majeure

The Agreement of the Artist(s) to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. The Purchaser's obligations hereunder are subject to acts of God or other legitimate conditions beyond his control rendering performance of such obligations impossible. In the event that the Artist(s) is not able to perform for a reason covered by this paragraph or the Purchaser cannot allow a performance to go forward due to a reason covered by this paragraph, then this Agreement shall be void, and neither party shall be liable to the other for any associated costs or payments.

Logos

Neither party shall use the name or logo of the other in any manner in connection with the Performance without the prior written approval of the other party. The parties agree to work cooperatively to market the Performance.

Representations and Warranties

Artist(s) represents that in performing his, her or its act under the terms of this Agreement, he, she or it is not infringing on the property right, copyright, patent right, or any other right of anyone else and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said act or appearance is an infringement of the property right, copyright, patent right, or other rights.

Artist(s) and Purchaser by signing this contract warrant to one another that each is properly authorized to enter into this contract.

Indemnification

Artist(s) shall defend, indemnify and hold harmless IIT, its officers, trustees, employees and agents, from and against any loss, damage, cost or expense, including reasonable attorneys fees, incurred, suffered or threatened against IIT to the extent that the same arises out of the acts or omissions of Artist(s) and/or members, agents, and/or employees of the Artist(s) while engaged in, preparing for, or presenting the Performance hereunder. Artist(s) shall defend, indemnify and hold IIT harmless from any and all liability and claims arising in connection with the actual presentation of the material contained in the Performance, whether occurring due to defamation, copyright infringement, or otherwise. Finally, Artist(s) agrees and acknowledges that it is undertaking to perform at its own risk, which it freely and knowingly assumes, and Artist(s) hereby releases and promises not to sue IIT and its trustees, directors, officers, and employees for any damages or injury (including death) caused by or associated with the Performance, except for damages or injury to the extent caused by the gross negligence or willful misconduct of IIT, and its trustees, directors, officers, and employees.

Miscellaneous

In the event any one or more of the paragraphs or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, the validity, legality and enforceability of the remaining paragraphs and provisions shall not be in any way be affected or impaired thereby. This Agreement may not be assigned by either party without the advance written consent of the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement evidences the entire agreement and understanding between parties and may only be amended by a written document signed by both parties.

ARTIST(S)

Signature: _____

Name: _____

Date: _____

PURCHASER

Signature: _____

Name: _____

Title: _____

Date: _____