

KSU ARTISTIC PERFORMANCE AGREEMENT ROUTING FORM
****FOR INTERNAL USE ONLY****

KSU Event Contact: _____

Performer/Artist's Name: _____

Title and Date of Performance(s): _____

Answer the following Pre-Processing Steps:

Is the Performer...? (CHECK YES, NO or N/A)

An active vendor in the AGS System? YES NO N/A
 (If NO, Performer must submit a signed Vendor Registration Form to Business Services)

A current employee of the University System of Georgia YES NO N/A
 (If YES, a Joint Services Agreement (Employment Compensation Agreement between Institutions) must be completed, not an Artistic Performance Agreement)

A Retired University System of Georgia employee? YES NO N/A
 (If YES, attach a copy of the BOR approval)

A Former KSU employee? YES NO N/A
 (Termination Date _____)
 (If terminated within the past 12 months, payment will need to be done through Payroll)

A Foreign National? YES NO N/A
 (If YES, Agreement must be reviewed by KSU's International Tax & Residency Officer Nancy Sanders at ext. 3536. Agreements with foreign nationals are not valid without approval from the International Tax Specialist.)

Will the cost of the performance be \$5,000.00 or greater? YES NO N/A
 (If YES, a Sole Source document must be completed and submitted to Procurement for processing.)

Will Audio/Visual Technical Equipment be needed? YES NO N/A
 (This includes recording devices.) (If YES, Appendix A Audio/Video Recording Release and License Rider must be completed and turned into Multimedia Development Group (MDG) and submitted with this document.)

By signing below, DEPARTMENT/COLLEGE certifies that the Performance has been delivered in accordance with the original agreement and in a satisfactory manner. Accordingly, payment is authorized.

Department Approval

REQUIRED AUTHORIZATIONS	SIGNATURE	NAME PRINTED	DATE
Principal Investigator/ Project Manager			
Business Manager			
Department Head/ Dean			

Administrative Approval

Multimedia Development Group (If A/V or Recording Needed)			
International Tax & Residency Officer (If Foreign National)			
Human Resources			
Agency Procurement Officer			



Artistic Performance Agreement

This Agreement is between _____ (“Performer”) an artist/performer and/or their Representative, and Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University (“KSU”) for the performance described below:

Description of Performance:

Artist’s Name: _____
Title of Performance: _____

Description of Performance: _____

Place of Engagement: KSU Campus, 1000 Chastain Rd, Kennesaw, GA 30144.
Building and Room(s): _____ Capacity: _____

Table with 4 columns: Schedule, Date(s), Starting Times(s), Ending Time(s). Includes three rows of blank lines for scheduling.

Sound check time: _____ Load in time: _____
Doors open at what time: _____

Contact Information:

KSU: Name: _____
Address: _____
E-mail: _____ Telephone: _____ FAX: _____

Artist: Name: _____
Address: _____
E-mail: _____ Telephone: _____ FAX: _____

Artist’s Representative (if applicable):
Name: _____
Address: _____
E-mail: _____ Telephone: _____ FAX: _____

Fees and Payment Schedule:

Compensation Agreed Upon: \$ _____. This amount is inclusive of all expenses.
Payment schedule: _____
Check(s) shall be payable to: _____

Riders and Terms and conditions:

KSU’s Artistic Performance Agreement Terms and Conditions are attached and incorporated herein. In addition, the following riders (if applicable) are attached and incorporated herein:

By signing this document, the representative of the parties hereby represent they are duly authorized and that the parties agree to be bound by the provisions of this Agreement.

Performer:

Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University:

Signature: _____
Date: _____
Name: _____
Title: _____

Signature: _____
Date: _____
Name: _____
Title: _____

**Performance Agreement
Terms and Conditions**

KSU and Performer agree that the following provisions are incorporated into the agreement to which it is attached and made a part thereof. The parties agree that the terms of this attachment prevail over the terms of any other document relating to and a part of the agreement in which this attachment is incorporated.

1. **PAYMENT AND COMPENSATION.** KSU will pay Performer's fee by check as indicated in the Fees and Payment Schedule of this agreement. Payment of the fee cannot be made until Performer completes the KSU Vendor Form.
2. **CANCELLATION.** KSU reserves the right to cancel this Agreement without obligation upon notice to Performer thirty (30) days in advance of the performance date. In the event of KSU's cancellation, the deposit payment (if any) shall be returned promptly.
3. **FORCE MAJEURE.** Neither Performer nor KSU shall be liable for failure to appear or perform its obligations under this agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the control of Performer and KSU.
4. **SICKNESS AND ACCIDENTS.** Performer's agreement to perform its obligations is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment (if any) advanced to the Performer shall be returned promptly.
5. **PROMOTION AND PRODUCTION.** KSU shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Performer agrees that KSU may use Performer's name, pictures, photographs, recordings, and other likenesses in connection with advertising and publicizing the engagement(s) hereunder.
6. **VIDEO AND AUDIO TAPING.** KSU shall have the right to record, broadcast or digitally stream in any manner whatsoever, any part of Performer's performance as well as to use and maintain a copy of the performance for internal, archival, or for any other educational purpose. Performer and/or his designees shall have the right to record the performance and to use the recordings as Performer sees fit.
7. **PYROTECHNIC DEVICES.** No pyrotechnic devices or balloons shall be used without the prior express written consent of both Performer and KSU. Any such device shall be subject to applicable fire laws and shall be administered by a person with professional experience in pyrotechnics.
8. **INDEPENDENT CONTRACTORS.** Performer acknowledges that it is an independent contractor and not an employee of KSU and shall be responsible for all taxes. KSU shall control the times and division of the Performer's performance, and Performer shall control the manner, means, and details of such performance.
9. **ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION.** This agreement cannot be assigned or transferred without the written consent of KSU. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of Georgia. In the event any dispute arising under this agreement results in litigation such action or proceeding shall be brought within the state or federal courts of Georgia.
10. **MEDIATION.** Prior to the commencement of civil action by either party with respect to any disputes arising out of this Agreement, such party must submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with each other in selecting a mediator and in scheduling the mediation proceedings. Venue for mediation shall be Cobb County, Georgia. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its cost.
11. **SEVERABILITY.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.