

# ENGAGEMENT AGREEMENT

between

and \_\_\_\_\_.

This is an agreement between \_\_\_\_\_ (“\_\_\_\_\_”) and  
\_\_\_\_\_ (“Booking Agent”).

## A. Event.

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

Band: \_\_\_\_\_

Date of Event: \_\_\_\_\_

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

Performance Length: \_\_\_\_\_

## Schedule of Event:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ agrees that no additional appearances, seminars, discussion groups, receptions, dinners, press interviews, TV or radio arrangements shall be planned by \_\_\_\_\_ or expected by Performer, unless expressly contained as a part of the terms of this Agreement or agreed to in writing by both parties.

B. Consideration. In exchange for Performer providing the services as described in paragraph A Barry agrees to the following consideration.

(1) Contract Price:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## C. Cancellation/Delay.

(1) This Agreement is binding on both parties and cannot be cancelled except as hereinafter provided. Performer and \_\_\_\_\_ mutually agree that either party may cancel this Agreement and that all parties shall be released from any and all liability or damages hereunder if Performer or \_\_\_\_\_ is unable to fulfill the terms of this Agreement due to an act of God, illness or physical disability of Performer members, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, flood, fire, interruption or delay of transportation, or any other cause beyond the control of the parties.

(2) If, for any reason, Performer is delayed or cannot appear, Performer will use its best efforts to notify \_\_\_\_\_ to arrange a mutually agreeable change of date and/or a substitute speaker of \_\_\_\_\_'s choosing, or if necessary and desired by Barry Performer will agree to the cancellation of this Agreement. \_\_\_\_\_ and Performer further agree that, should Performer be unable to appear as scheduled due to illness or unforeseen emergency Performer will have no liability for expenses or losses incurred by \_\_\_\_\_, and that Performer will not be entitled to any amount under paragraph B(1). In the event that Performer is unavoidably delayed, but arrives within one (1) hour of the designated performance time and presents the program in full as directed by \_\_\_\_\_, the engagement will be considered to have been completed as agreed, and all compensation shall be due in full unless otherwise agreed to, in writing, by Performer. If Performer does not arrive within one (1) hour of the designated performance time, the Agreement, at the sole discretion of Barry, will be deemed cancelled per paragraph C (1) above.

(3) Performer agrees that \_\_\_\_\_ may cancel this Agreement if members of Performer at any time prior to fulfilling the terms of this Agreement engage in, or are accused of engaging in, conduct that would constitute a crime, which is defined as a wrongdoing classified by the state (in which the crime is committed) or Congress as a felony or misdemeanor.

(4) Except for cancellation for reasons outlined in the preceding paragraphs, it is agreed that the performance amount due and owing under paragraph B (1) is nonrefundable in the event of cancellation by \_\_\_\_\_. \_\_\_\_\_ agrees that the foregoing represents a fair and equitable measurement of the damages for which \_\_\_\_\_ shall be responsible.

D. Hospitality. \_\_\_\_\_ shall use reasonable efforts to accommodate Performer's reasonable hospitality requests. Performer warrants and represents that Performer understands and acknowledges, however, that Barry is a private, Catholic education institution that must demonstrate prudent use of funds entrusted to it by its various constituencies. Accordingly, nothing contained with this Agreement shall require Barry to pay for or reimburse Performer for any travel, accommodations, meals or other expenses unless specifically described herein.

E. Sponsors. Performer warrants and represents that it understands that it shall not have the right to obtain third-party sponsors for the performance without the express written consent of \_\_\_\_\_.

F. Employment Status. The parties agree that Barry is not an employer of Performer or any members of Performer. Performer is an independent contractor and Barry is merely a purchaser of Performer's services.

G. Arrival Time.

\_\_\_\_\_ prior to the start time as described in paragraph A above.

H. Campus Conduct. Performer and its members agree to adhere to all applicable city, county, and state laws while performing under this Agreement.

I. Discrimination. Performer understands Barry's commitment to treating all people with dignity and respect regardless of the person's race, sex, ethnicity, sexual preference, religion, or age. Accordingly, during its performance Performer agrees not promote the degradation of anyone based on these characteristics.

J. Infringement. Performer warrants and represents that in performing its Performer under the terms of this Agreement, Performer 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 performance is an infringement on the property right, copyright, patent right or other rights, Performer agrees to indemnify Barry against any and all loss, damage cost, attorney fee or other loss whatsoever by reason of such infringement or of Performer permitting or allowing the presentation of the act or attraction called for herein.

K. Advertising and Promotion of Event. Performer warrants and represents that it and Performer agree that Barry shall have complete control over advertising, billing, if any, and promotion of the performance. Performer agrees to furnish, at its own expense, any available advertising and promotional materials through its representative. Performer represents and warrants that Performer grants Barry the right to use Performer's name, recorded voice, biographical materials, pictures, and likeness for advertising, promotion and publicity purposes in connection with the advertising the performance scheduled as described in paragraph A above. Other than references to the performance for Barry on Performer's website, concert shirts, posters and other materials, Performer agrees that it shall not authorize or release any advertising or promotional materials relating to the performance engagement without the advance written consent of Barry in each instance.

L. Control of Content. Barry agrees that Performer shall have control over the performance; provided, however, taking into consideration that Barry is a Catholic university, Performer warrants and represents that Performer shall not engage in any obscene or offensive behavior or speech, as determined by Barry in its sole discretion. Barry retains the right to stop the performance if, in Barry's sole discretion, the circumstances warrant such action.

M. Indemnification. Performer shall indemnify, defend and save harmless Barry, its agents, students, officers, trustees, and employees, from all liability, loss, costs, claims, damages, and expenses, including attorney fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by Performer as a result of negligence on the part of Performer's staff, or by others as a result of Performer's own negligence or intentional acts, during Performer's participation in this engagement (including travel to and from the engagement site).

N. Modifications. No alterations or additions to this Agreement may be made without both parties written approval.

O. Governing Law. Since Performer's performance is in Florida, this Agreement shall be governed in accordance with the laws of the Florida. Venue is only proper in Miami-Dade County.

P. Liability Insurance. Performer shall maintain commercial general liability insurance of \$1,000,000.00 per occurrence / \$3,000,000.00 aggregate. Performer will furnish to Barry certificates of insurance prior to the date of the performance.

Q. Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals and other post-judgment proceedings incurred in that action or proceeding), as well as any costs associated with any mediation, arbitration, and any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other reasonable charges billed by the attorney to the prevailing party. This provision applies whether or not either party uses an in-house legal department.

R. Severability. If any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

S. Contact Information/Notice. The parties agree that all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth in below. Moreover, the person signing this Agreement on behalf of Performer represent and warrant that s/he has the legal authority to sign Agreement on behalf of Performer and to bind Performer to the covenants and conditions of this Agreement. If such person is not so authorized, s/he shall be liable for Performer's performance of its obligations under this Agreement.

Performer Associates' Contact Information:

Contact Person: \_\_\_\_\_  
Contact's E-mail: \_\_\_\_\_  
Street or P.O. : \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_

\_\_\_\_\_ Contact Information:

Contact Person: \_\_\_\_\_  
Contact's E-mail: \_\_\_\_\_  
Street or P.O. : \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

THE PARTIES ACCEPT AND AGREE TO THE TERMS DESCRIBED IN THIS AGREEMENT AS INDICATED BY THEIR SIGNATURES BELOW.

\_\_\_\_\_

Agent

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_