

Townsend Center Events: Sample Contract

Performers presenting at the Townsend Center must sign and adhere to a University issued Artist Contract in addition to any contracts provided by the performing organization. An example of the University contract follows:

Artist Contract
Townsend Center for the Performing Arts
University of West Georgia

This contract is made and entered into _____, by and between _____, hereinafter referred to as USER, and the Board of Regents of the University System of Georgia on behalf of the University of West Georgia. Obligations of the Board of Regents of the University System of Georgia shall be performed by the University of West Georgia, hereinafter referred to as UNIVERSITY.

Whereas USER desires to use UNIVERSITY facilities, and whereas UNIVERSITY desires to furnish said facilities; therefore, in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

Section I: Responsibilities of the UNIVERSITY

UNIVERSITY shall provide the facilities for the period(s) of time set forth below:

A. The entire performance fee will be paid in full at the performance on _____. In consideration of the foregoing terms, the UNIVERSITY will pay to USER _____.

UNIVERSITY will retain one hundred percent (100%) of all income from ticket sales, if applicable.

Stated seating capacity (455 for Mainstage Theatre) may not be exceeded. Standing room will not be sold.

B. UNIVERSITY will provide all physical space amenities for artist at no charge.

C. UNIVERSITY will provide an adequate number of stagehands for load-in, set-up and load-out, as determined by UNIVERSITY.

Section II: Responsibilities of the USER

USER agrees as follows:

A. USER agrees to waive, release, and shall indemnify and hold the State of Georgia and Regents and their respective officers, employees, and agents harmless from all liabilities arising from personal injuries to any USER participant, staff member, guest or spectator, where such injury or injuries occurred during the period of the USER program stipulated above and/or arose

from the active or passive negligence of the USER, its participants, staff members, guests, or spectators.

B. When and where required, USER agrees that technical personnel approved by the UNIVERSITY shall oversee the technical aspects of each event, including load-in, production, and strike.

C. USER shall be responsible for supervision of all USER participants and staff members. USER shall be aware that no eating or drinking are allowed in the building, except as pre-arranged for catered refreshments. This facility is designated as a "no smoking" facility and USER shall notify participants as such. UNIVERSITY will provide suitable ash urns outside entrances to the facility. USER shall notify participants that the TCPA is a drug-free facility and that possession and use of alcoholic beverages is prohibited. "NO ADMITTANCE" signs shall be strictly observed. USER participants shall confine themselves to those areas pre-arranged by this contract.

D. USER agrees to the right of the UNIVERSITY to approve all USER equipment brought into the facility and agrees to remove same if deemed by the UNIVERSITY to possess the potential for damage to any part of the building or to the UNIVERSITY equipment, or to create a hazard for occupants. Prior approval must be obtained before equipment is brought into the facility.

E. USER agrees to obtain prior approval before sale of any items in facility is undertaken (e.g., concessions, books, recordings). Pending notification, sale of such items is granted to USER or designated participants who shall retain all income therefrom. UNIVERSITY retains all rights to operate food and beverage concessions and/or merchandising and to retain all income therefrom.

F. USER agrees that the UNIVERSITY will not be responsible for the protection of USER equipment against theft, fire, accident, or other cause.

G. USER agrees to reimburse UNIVERSITY for any damage to the UNIVERSITY facilities or property occurring as a result of the activities or actions of USER participants and staff members whether such damage resulted from willful action or negligence.

H. USER shall be responsible for securing copyright clearance of any works so protected, which are presented in UNIVERSITY facility. This shall include performance rights, recording, and photography rights where applicable.

I. USER agrees to complete all rehearsals, technical set-ups, and staging in a timely manner in order to allow opening the house for audience seating no later than 30 minutes prior to advertised curtain time.

J. This agreement may only be modified or cancelled by mutual consent of the USER and the UNIVERSITY. This agreement cannot be assigned by either party. If the USER is unable to perform for any reason beyond the control of the USER, including without limitation, illness, accident, or other incapacity, fires, labor disputes, or Act of God, this agreement shall terminate with respect to any performance so affected and neither party shall be liable to the other for any damages arising from the USER's inability to perform. In the event the UNIVERSITY is prevented from staging the event due to inclement weather or any unavoidable reason, the event will be rescheduled on a date mutually agreed to by both parties.

K. The terms of this agreement shall be for the period commencing _____ and terminating on _____.

L. In addition to items listed in Section II of the contract, the USER shall strictly adhere to all guidelines and procedures listed in attachment A, Standard Operating Procedures for Setup, Production, and Occupancy at the Townsend Center for the Performing Arts.

Section III: Mutual Responsibilities

A. Neither party shall discriminate against any university employee, student or spectator solely on the basis of race, color, sex, creed, national origin, age or handicap, provided with reasonable accommodation such handicap does not preclude such person's physical and mental ability to participate therein.

B. This agreement may be modified by mutual consent, provided any and all modifications shall be in writing and signed by authorized officials of the UNIVERSITY and of the USER.

C. Both parties, by signatures executing this agreement, certify that they are in compliance with the United States Drug-Free Workplace Act of 1988 and the Drug Free Schools and Communities Act of 1989.