

# department of student programs



## CONTRACT

This contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Administrators of the Tulane Education Fund through: \_\_\_\_\_ (hereinafter referred to as "Presenter") and \_\_\_\_\_ (hereinafter referred to as "Provider"). In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed to as follows:

1. Provider shall present a performance as specified below:

A. Date: \_\_\_\_\_

B. Number and length of service/performance(s): \_\_\_\_\_

C. Service/Performance time(s): \_\_\_\_\_

D. Service/Performance location: \_\_\_\_\_

2. All equipment necessary for Provider shall be at the location specified in Paragraph 1D no later than (time) \_\_\_\_\_ on the date of the service/performance. For performers, a sound check shall commence at (time) \_\_\_\_\_.

3. Presenter is not responsible for any equipment not specifically provided for in this agreement.

4. In the event that Provider is unable to appear or perform as a result of the physical disability of the Provider (except being under the influence of intoxicating beverages, narcotics or drugs) or act of regulation of public authority, civil tumult, interruption or delay of transporting service, act of God, force majeure or any other cause beyond the control of the Provider or Presenter, then this agreement shall terminate and the Parties hereto shall be released from any and all obligations to the other.

5. In the event Provider or Presenter cancels or otherwise breaches this agreement in a manner not enumerated in Paragraph 4. above, the party in breach shall be responsible for the payment of all costs and expenses incurred by the other party in preparation for the performance(s).

6. Presenter agrees to pay Provider the sum of \$ \_\_\_\_\_ upon completion of the service/performance(s) specified in Paragraph 1 above. Payment shall be made by University check within 7-10 business days of the performance or service provided).

7. Additional provisions or conditions: \_\_\_\_\_

8. This agreement contains the entire understanding of the Parties hereto and supersedes any prior written or oral agreement.

9. The terms of this agreement shall be construed for all purposes in accordance with the laws of the State of Louisiana.

In Witness Whereof, the Parties hereto have affixed their signatures at New Orleans, Louisiana.

### For PRESENTER:

By: \_\_\_\_\_  
(students do not sign here)

Cynthia Cherrey  
Vice President for Student Affairs  
G03 Lavin-Bernick Center  
Tulane University  
New Orleans, Louisiana 70118-5698  
(504) 865-5180

### For PROVIDER:

By: \_\_\_\_\_  
(students do not sign here)

Name: \_\_\_\_\_  
Social Security #: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

