BENNINGTON COLLEGE

Performance Agreement

This performance agreement ["Agreement"] is by and between _____ ["Performer"], organized under the laws of the State of _____, and Bennington College, a nonprofit corporation located in Bennington, Vermont, and existing under the laws of the State of Vermont [the "College"].

1. **Performance:** The Performer agrees to appear at the College in Bennington, VT, on (MM/DD/YYYY) _____ according to the terms stated herein.
2. **Time/Location**: The Performance will be held in a space to be designated by the College, which accommodates up to #_____ of people. The appearance is scheduled to begin at (time) _____ and will be approximately (minutes) _____ minutes in duration.
3. **Description of Performer's Program**: The Performer shall provide the following performance at the College ["Performance"]: _____

   _____

   _____
4. **Arrangements/Equipment**: The Performer will arrive on site at (ETA) _____ and is responsible for providing all arrangements and/or equipment necessary for Performance, with the exception of the following, which shall be provided by the College: _____

   _____

   _____

   The College may allow the Performer to operate the College's sound system; however, the College will, in all cases, determine what constitutes proper mixing and sound pressure levels. The Performer will contact the College Representative identified below (*see paragraph 14*) regarding specific technical information not included in this Agreement.
5. **Accommodations and Transportation**: Unless otherwise noted below, the Performer is responsible for his/her own transportation, overnight accommodations, and food in conjunction with the Performance. If the College is providing either, it will be in campus facilities unless otherwise specified in this Agreement.

- ***Transportation***: ☐ Not provided ☐ Provided, but limited to the following:

  _____

  _____

- ***Accommodations***: ☐ Not provided ☐ Provided, but limited to the following:

  _____

  _____

- ***Food***: ☐ Not provided ☐ Provided, but limited to the following:

  _____

  _____

6. **Fees/Terms of Payment:** In consideration for the above services, the College will pay a total fee of $_____**.** The fee will be paid by College check within 10 days following the Performance, provided that the Performer has provided the College's Representative with the appropriate tax information.
7. **Contractor Status**: The Performer is serving as an independent contractor to the College and acknowledges that he/she is not eligible or entitled to any of the College's normal fringe benefits. The Performer further acknowledges and agrees that he/she will be responsible for all payments of federal and state taxes and shall not be entitled to any unemployment compensation, worker's compensation or other employment related benefits.
8. **Indemnification/Hold Harmless**: The Performer shall indemnify and hold harmless the College, its Trustees, officers, employees, and agents, from and against all suits, claims, actions, liabilities, damages, or expenses, including without limitation attorney's fees and expenses associated with the defense thereof, for injury (including death) to any person or property, arising out of this Agreement or arising from or out of any use of College facilities or premises by the Performer, its officers, employees or agents, whether such claim be made by the Performer, an employee of the Performer, or a third person, and whether or not it shall be claimed that the alleged injury (including death) was caused through a negligent act or omission of the Performer.
9. **Conduct of Performer**: The Performer agrees to comply, and to cause its officers, employees, agents, and guests (if any) to comply, with all applicable Federal, State and local laws, and Bennington College regulations and policies. Whenever questions of policy arise, the College will, in all cases, determine College policy.
10. **Insurance**: The Performer shall provide insurance coverage for the Performer's employment obligations as deemed necessary to comply fully with Federal and State regulations covering its employees and/or agencies, including but not limited to: worker's compensation insurance, payroll taxes, statutory benefits, and other liabilities.

    The Performer shall provided primary Comprehensive General Public Liability insurance with combined single limits of at least $1,000,000 per occurrence for bodily injury and property damage. Appropriate

insurance certificates naming Bennington College as an additional insured shall be filed with the Representative at least 10 days prior to the scheduled performance.

The Performer shall immediately inform the Representative designated in the Agreement of any and all program incidents/accidents that occur on College Property. If the Representative is not available, notification should be provided to Security at (802.442.5401).

11. Miscellaneous

- Parking — The Performer will check-in with Security, provided license plate information, and receive parking instructions. Vehicles parked illegally on Bennington's campus will be towed at the owner's expense.
- Animals — With the exception of seeing-eye dogs, the Performer is prohibited from bringing pets on the Bennington College campus.
- Attendance — Events at Bennington College are open to all enrolled students and their approved guests. The College reserves the right to restrict or limit attendance to any event that takes place on the campus. The Performer shall receive written permission from the Dean of Students in order to have non-Bennington students attend events on our campus. Unless written permission is received, outside guests are not allowed.
- Advertising approval — The College reserves the right to approve any and all informational, promotional and advertising materials for any and all programs on the college campus. This includes, but is not limited to print posters, flyers, notices, web publications, email, web based or other computer generated advertisements. The Performer agrees to present such materials to the Representative with sufficient time for the College to review prior to distribution or publication.
- Safety — Safety and security precautions should be exercised at all times. The Performer shall keep unwanted guests or intruders from entering buildings by closing doors that others leave propped open and reporting suspicious activity or intrusions to College Security immediately. The use of pyrotechnics or the like are not allowed on the College campus.
- Lost/Damaged items — The College is not responsible for any loss of personal property brought to the College campus by the Performer. This includes items left in any College building or facility, parking lot, or elsewhere on the college premises. The Performer is responsible for damages to any College building, facility or College owned property used in connection with this Agreement or the Performance. The Performer will pay for any and all loss, damage, or theft by any individual, employee, or outside guests allowed on-campus by the Performer.

- Alcohol, Drugs, Weapons — The Performer is responsible for complying with Vermont State law and College policy regarding alcohol, tobacco, illegal drugs, and the use and carrying of firearms. As a matter of college policy, illegal drugs and weapons of any kind are not permitted on College property at any time. Events on campus where alcohol is served must be cleared and prearranged by the Representative.
- Smoking — Smoking is not allowed in any academic or administrative building, which includes all of the College's performance spaces.

12. **Governing Law**: The laws of the State of Vermont shall govern this Agreement.
13. **Cancellation**: Either party may cancel this Agreement without penalty in the event of an "act of God" which makes its execution impossible under these terms.
14. **College Representative**: Any notices or contacts required under this Agreement shall be made to the following Representatives of the College:

Representative 1	Representative 2
Erin Miller	Kenneth Collamore
Assistant Director of Student Life	Director of Campus Safety
802-440-4330 office	802-440-4420 office
802-440-4366 fax	802-447-4259 fax
emiller@bennington.edu	kcollamore@bennington.edu

15. **Contract Deadline**: This Agreement must be signed by the Performer/authorized representative and returned to the College's Representative by the date indicated here (MM/DD/YYYY): _____.

The Performer and the College must both sign this contract *before* the Performer takes the stage.

By signing below, we warrant that we are the duly authorized representatives of the Performer and the College, respectively:

Performer:

Signature: _____

Name (please print): _____

Date: _____

Address: _____

City/St/Zip: _____

Fed Tax ID# or Soc Sec #: _____

Bennington College:

_____

Eva Chatterjee-Sutton
Dean of Students

If this contract is in excess of $1000.00, the Bennington College Executive Vice President for Finance & Administration or designate must co-sign this document, as follows:

_____Date: _____

Laura Krause
Controller