

PERFORMANCE AGREEMENT
(individual only)

This agreement entered into on this _____ day of _____, 20__ between **The Trustees of Columbia University in the City of New York on behalf of** _____, hereinafter referred to as "Columbia", and the **fine artist**, hereinafter referred to as "Artist."

WHEREAS, the personal services of the Artist for the work ("Services") described below hereby accepts an engagement to perform the work and deliver the work from the dates and at the salaries/fees stated herein.

Name of Artist: _____

Phone: _____ E-Mail: _____

Number of Artist(s): **1**

Description of work (medium, subject, size, scale, duration, etc):

Date(s) of Performance (start/finish): _____

Name of Work: _____

Date(s) of completion/delivery (details): _____

Wage/Payment Agreed Upon (detail any separate crating, shipping, delivery charges): __

Deposit: _____

Method of Payment: _____ (in USD only)

NOTE: Payment Terms shall be Net 30 days unless otherwise noted herein

Additional Terms:

1. This agreement may be revoked without cause by Columbia providing at least 45 days' written notice to the Artist prior to the dates set forth of event and/or performance without any further financial obligations. Any deposits or prepayments made by the University to the Performer will be returned to the University if the Performer's performance under this Agreement is canceled for any reason.

Columbia, its officers, employees and agents, and the Artist, its officers, employee and agents will not be responsible for any delay or failure in the performance resulting from any cause beyond their control, including without limitation: war, strikes, labor disputes, civil disturbances, fires, natural disasters, acts or regulations of public authorities, and acts of God.

If, in sole judgment of Columbia, it becomes necessary to cancel the performance to protect life or its property, or the property of others, then Columbia may do so without liability to the Artist.

2. All deliverables to be provided under this Agreement (the "Work Product") will be owned exclusively by Columbia, including all proprietary and intellectual property rights therein. To the fullest extent permissible under law, the Work Product will be a "work made for hire" for the University. To the extent not automatically vested in Columbia, Service Provider hereby assigns to Columbia all right, title and interest in and to the Work Product, including, without limitation, copyright, patent, and trade secret rights. Upon Columbia's request, Service Provider will execute any additional documents necessary for Columbia to perfect its ownership rights.

3. In the event that the Artist does not fulfill the contracted engagement, which causes a cancellation of the performance, any and all monies paid to the Artist shall be returned to Columbia, except where the Artist's failure to perform is caused by illness or other reason beyond control of the Artist. Columbia shall be entitled to compensation for any expenses reasonable and necessarily incurred in meeting requirements set forth in the contract.

4. The Artist shall neither assign, transfer, nor delegate any rights, obligations, or duties under this agreement without the prior written consent of Columbia.

5. Artist warrants that there exists no actual, potential or appearance of conflict between Artist's family, businesses, or financial interest and Artist's performance of the Services. Artist represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of monetary value, to any officer, employee, student, or faculty member of Columbia as an inducement to entering into or continuing under this Agreement. Artist will notify Columbia in writing of any change in conditions that might give the appearance of a conflict of interest. Artist will support and safeguard Columbia's legitimate interests in any dealings with third parties.

6. Any notice to either party hereunder must be writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Columbia:

To Artist:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

7. This agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

8. Indemnity: Artist will indemnify, hold harmless and defend Columbia, its trustees, officers, faculty, students, agents, and employees against any and all damages, suites, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Artist's negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Artist's confidentiality obligations, or (iii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including without limitation any sheet music, lyrics or script as may be desired or required by Columbia) in performance of the Services. Columbia will provide prompt written notice to Artist of any claim that Artist is obligated to indemnify under the Agreement.

9. Artist is an independent contractor with respect to Columbia, and nothing in this Agreement constitutes the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Neither Artist nor its employees or agents will be entitled to any benefits applicable to Columbia's employees. Artist will be solely responsible for its compliance with all laws, regulations, and rules regarding employment of its personnel, and for any claims made by personnel or other individuals assigned by Artist to provide the Services, including any wages, benefits, workers' compensation, health and unemployment insurance, and pension contributions.

10. The parties will make good faith efforts to resolve any dispute concerning this Agreement prior to commencing litigation. Columbia will not be deemed in breach of this Agreement for withholding any portion of payment that Columbia is disputing in good faith. Columbia will, however, make prompt payment of any portion of an amount not under dispute.

11. The laws of the State of New York will govern all rights, duties, and obligations arising from or relating in any manner to this Agreement, without regard to conflict of

laws principles. Any and all claims arising from or relating to this Agreement will be heard either in United States or New York State courts located in the City and County of New York.

12. Use of Name: Artist will not use the name, insignia, or symbols of Columbia, its faculties or departments, or any variations or combination thereof, or the name of any trustee, faculty member, other employee, or student of Columbia for any purpose whatsoever without Columbia's prior written consent.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first above written.

"Artist"

Trustees of Columbia University in
the City of New York

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**executed by Columbia Procurement Services
only.*