

ENTERTAINMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between The Board of Trustees of The University of Alabama, a public educational and constitutional instrumentality of the State of Alabama, incorporated by statute, for and on behalf of The University of Alabama in Huntsville (herein, the "**University**") and

(herein, the "**Entertainer**").

WITNESSETH :

IN CONSIDERATION of the mutual promises and covenants herein contained and other good and sufficient consideration, it is agreed by and between the parties as follows:

1. The **Entertainer** shall provide the following services: _____
_____, according to the following terms and conditions:
Place of engagement: _____
Date of engagement: _____
Hours of engagement: _____
Type of engagement (Specify whether a dance, stage show, banquet, etc..) _____

2. In consideration of the provision of such services, the **University** shall pay the **Entertainer** as follows: _____
_____ all inclusive, at the conclusion of the engagement, from Organization Number _____.

3. The **University** shall provide a suitable performance and backstage area for the program. The **Entertainer** and any technical personnel shall have access to the performance and backstage areas for _____ hours prior to the performance for the purpose of setting up equipment and _____ hours immediately following the performance for the purpose of disassembling and removing equipment.

4. The **University** agrees to provide reasonable security for the protection of the **Entertainer's** instruments, sets, props, etc. while located at the place of performance at the **University**. During the program, one or more security personnel furnished by the **University** shall be present.

5. Promotional materials for the programs shall be provided by:
_____ - the **Entertainer**
_____ - the **University**

6. Technical requirements involving the **University** are as follows: _____

7. The **University** agrees that it will not record, photograph, film, videotape, broadcast, or otherwise reproduce the program without prior written consent of the **Entertainer**.

8. Both parties shall be released and relieved from all obligation and liability under this Agreement if either the **University** or the **Entertainer** is prevented from fulfilling the terms hereof by an act of God or other legitimate condition beyond the control of such party. Timely notice shall be provided the other party in such event, however. The parties further agree to use best efforts to adapt to such conditions so that the program may be presented as scheduled.

9. The relationship of the **Entertainer** to the **University** shall be that of independent contractor. Such relationship shall not be construed or held to be one of employment for any purpose.

10. The **Entertainer** agrees to indemnify and hold harmless the **University** and its trustees, officers, agents, and employees from all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury (including any resulting in death), damage to property, and/or other injury or damage arising out of his/her acts or omissions in performing under this Agreement, his/her presence on the **University's** premises, or the existence of this Agreement or any matter related hereto. This indemnification obligation shall include all costs, including reasonable attorney's fees and court costs, incurred by the **University** in connection with the defense against any such claim of liability.

11. Additional provisions are as follows: _____

12. This Agreement states the entire contract between the parties and merges herewith all statements, representations, and covenants heretofore made, and any other agreements not incorporated herein are void and of no effect. No modifications or amendments to this Agreement shall be valid unless in writing and signed by both parties.

13. This Agreement, and all matters or issues collateral to it, shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers in duplicate originals on this ____ day of _____, 20____.

ENTERTAINER

THE BOARD OF TRUSTEES OF THE UNIVERSITY
OF ALABAMA, FOR AND ON BEHALF OF THE
UNIVERSITY OF ALABAMA IN HUNTSVILLE

BY: _____

Date: _____

Date: _____

Soc. Sec. No. or Fed. Tax
Identification No.

ADDRESS:

Revised 12/4/08