

**PERFORMANCE CONTRACT
ADDITIONAL TERMS AND CONDITIONS**

1. The Artist or Agent must fax or call the Bridgewater State College Sponsor between the hours of 9 am to 5 pm on the day preceding the performance stating the expected time of arrival, lodging details, the mode of transportation, name of person in whose name group is registering, and expected time of arrival of material and crews. If any unavoidable delay is incurred in the arrival, the Artist or his agent must call the above-named person so that the announcements may be made.
2. If a rehearsal is not required, the Artist must make his whereabouts known to Bridgewater State College Sponsor ninety (90) minutes prior to the scheduled start of the performance and must be at the performance site at least sixty (60) minutes prior to the start of the scheduled performance.
3. Subject to the consent of Bridgewater State College Sponsor, the Artist shall have the right to sell souvenir programs in an agreed upon area at the performance. The sale of these souvenir books or other mementos, including the personnel to sell these items, is the sole responsibility of the Artist.
4. The performance is open to the campus community and their guests only and shall not be advertised to the public.
5. The Bridgewater State College Sponsor is not responsible for any equipment not specifically stated in the Contract. The Artist agrees that if he does not use the equipment required in the Contract, he shall pay for all rental costs of said equipment. The Agency accepts and understands the technical capabilities of Sponsor. The Agency also agrees that said facilities are acceptable for all performances.
6. Neither the Sponsor nor the Artist shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of the case beyond their control and without their fault or negligence. Such causes may include but are not limited to: Acts of God or of a public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
7. No deposits or advance payments shall be made prior to performance.
8. This Contract shall be construed, governed and interpreted pursuant to the laws of the Commonwealth of Massachusetts.
9. In the event of any conflict, inconsistency, or discrepancy between the provisions of the Artist Contract and/or rider and the provisions of the Bridgewater State College Contract, the provision of the Bridgewater State College Contract shall in all respects govern and control.
10. The Representative of Bridgewater State College, in signing the Contract, warrants that he signs as a properly authorized agent of Bridgewater State College and does not assume any personal liability for meeting the terms of the Contract.
11. Said agreement must be signed by the Artist or his Representative and returned to Bridgewater State College no later than ten business days prior to the engagement. This Contract shall automatically be withdrawn without further notice and this Contract shall be completely null and void unless otherwise agreed in writing by both parties.
12. The Governor or his designee, the secretary of Administration and Finance, and the state auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records, and other compilations of date of VENDOR which pertain to the performance of the provisions and requirements of this Contract.
13. Alcoholic beverages are prohibited from being brought on the Campus by the Artist or support persons. If the Artist is suspected of being under the influence of alcohol or any controlled substance, the Bridgewater State College Sponsor shall have the right to cancel the Contract without any liabilities. The College Sponsor may also ask any person they suspect of being under the influence of alcohol or any controlled substance to leave said premises.
14. Artists performing in the Campus Center Rathskeller are required to use the house lighting system. This consists of 15 reflector floods in assorted colors. Artist cannot bring in lights of any kind, doing so is in violation of this agreement and will be cause for renegotiation of payment.
15. Guests of the Artist will not be permitted access to the place of engagement without written approval from both parties at least 24 hours prior to performance. Guests may be limited by Bridgewater State College Sponsor prior to the performance.
16. The Artist will be responsible for all load in and load out of equipment unless otherwise agreed upon by both parties.
17. Payment will be made by College check at the conclusion of performance, (unless prior arrangements have been made and agreed upon by both parties), provided signed Contract has been received by College ten (10) business days before performance.
18. The Artist shall remain in the scheduled building until performance is completed and leave Bridgewater State College premises within a reasonable time following completion of the performance.
19. Any stage requirements, etc., must be agreed upon prior to the performance and subject to the performance and subject to the approval of Bridgewater State College Sponsor.
20. If the Artist breaches any term or condition of this Contract or fails to perform or fulfill any obligation required by this Contract, the College may terminate this Contract by giving written notice to the Artist. The notice shall state the circumstances of the alleged breach, and at the College's option, may state a reasonable period during which the breach may be cured. The College reserves the right to terminate this Contract immediately upon the Artist's receipt of written notice.
21. No amendments to this Contract shall be effective unless it is executed by authorized representatives of both parties.