SKIDMORE
C O L L E G E

Office of Leadership Activities
815 North Broadway
Saratoga Springs   New York 12866-1632

STANDARD PROVIDER AGREEMENT

This agreement for professional services is made this _____ day of _____, 20_____, by and between _____, (hereinafter referred to as "Artist / Provider") and _____, Sponsoring Club/Organization of Skidmore College, (hereinafter referred to as "Sponsor") and does hereby establish the following terms, rights, and liabilities for the parties involved for the production of this specific engagement. Artist/Provider remains an independent contractor executing this agreement for the specific services indicated. All binding items are subject to the laws of the State of New York. All means of production must comply with existing Skidmore College policies and procedures. This agreement is required even if the Artist/Provider provides a contract. In the event of a conflict, all terms contained in this contract supersede those of any other contract or agreement for the same service. The Artist/Provider represents that no monetary or other form of remuneration has been given, offered or promised to anyone in order to include the college organization to enter into this agreement, no remuneration shall be given, offered or promised to any agent, servant, employee, officer, director or student of the College.

1. ***Date(s) of Engagement:*** _____ _____ *Day(s) of Week:* _____
   Program begins at: _____(am/pm) Artist agrees to take the stage by: _____and present _____ # of set(s) of _____ in length. PROVIDER agrees to arrive at: _____ Production begins at: _____
   Venue Curfew is _____ Support Act: _____ Set time/length: _____

2. Nature and Description of Performance / Service Provided: _____

3. **Location of Engagement:** _____ Rain site (if applicable): _____
   Venue Address: _____
   Capacity, Seated: _____Capacity, Standing: _____ Age Limit (if any): _____

4. **Ticket/Admission Price(s)** $ _____ to go on sale (date/time): _____ How many? _____

5. **Full Price Agreed Upon:** _____* Payable by Student Government Association check, immediately after performance if all agreement obligations have been fulfilled. *Artists are Responsible for their own Lodging and Transportation. Parking needs must be negotiated in advance with the Sponsor.*

6. **Merchandise Agreement:**
   _____

7. **College Check made payable to:** _____
   ** (a completed/attached W-9 is required)**
   Social Security (or Federal Tax ID) number of Individual Contracted to receive payment: _____
   Address of payee if different from address of agreement signatory:
   _____

8. **Equipment & Facilities: stage, lights, sound, furnishings, "backline"(special stage equipment/rentals – such as keyboards, amps, drums, projectors), etc.** This agreement is subject to the Colleges ability to meet provider's technical rider requirements, or reach a satisfactory agreement with Artist on a modified production rider. Artist technical Rider must be submitted at least one week prior to show date for review.
   Technical Rider / Stage Plots must be faxed to 518/580-5780 (Dir. of Leadership Activities, ph.518/580-5778)
   a. Sponsor agrees to provide the specified venue appropriately cleaned, heated, adequately lit, and available up to 2 hours prior to show time. Sponsor agrees to make a dressing room or other private space available to the performer for a minimum usage of up to 2 hours prior and 1 hour after performance.

b. Additionally Sponsor will provide: (be specific about staging, sound, lighting backline, etc.) **For Outdoor Performances** specify setting constraints in detail.

_____
_____
_____

c. ARTIST/PROVIDER agrees to provide:

_____
_____
Tour Manager/ Production Manager Contact: _____
9. Phone Contact for ARTIST/ Provider day of engagement: _____
   Phone Contact for Sponsor (student) day of engagement: _____

10. Miscellaneous:
a. In the event that this agreement shall be prevented by any unexpected and disruptive event, or other proven cause beyond the control of the "Artist/Provider" or the College, it is agreed that neither party will be held liable for the balance of the agreement.
b. Artist/Provider agrees to take all reasonable precautions in connection with the use of the facilities in order to protect the health and safety of the College community or any person(s) attending or occupying the facilities, and to eliminate or minimize danger from all hazards to life and property, and agree to comply with all health, safety and fire protection rules, and shall assure compliance with all applicable state and federal statutes and regulations.
c. The College will not be responsible for loss of, or damage to, any personal property of the Artist/Provider, its guests, agents, employees, or invitees located on Skidmore College property, before, during, or after the term of the Agreement.
11. Insurance: The Artist/Provider shall maintain insurance (*Insurance Requirements as directed by the office of Leadership Activities)* for such lengths of time as is necessary to cover any and all claims arising in connection with this agreement. Artist shall also furnish a Certificate of Insurance as evidence that coverage are in full force and effect and shall name Skidmore College as additional insured.
12. Indemnity Agreement: To the fullest extent permitted by Law, the Artist/Provider and all Representatives, will indemnify and hold harmless Skidmore College, and its officers, employees, agents, volunteers and students from and against claims, damages, demands, judgments, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the negligent or wrongful acts or omissions of Artist/Provider or their employees or agents.

THIS AGREEMENT IS NOT VALID WITH A STUDENT SIGNATURE ALONE!
Office of Leadership Activities must authorize.
This agreement is witnessed and executed by the following duly authorized representative.

Artist/Provider: Name: _____   **Sponsor (student)** Name: _____

Address: _____   Position: _____

Phone: _____ Email: _____   Phone: _____ Email: _____

Signature: _____ Date: _____   Signature: _____ Date: _____

Leadership Activities Representative: _____ Date: _____