



AGREEMENT FOR PROMOTER TO PRESENT EVENT ON CAMPUS

GOVERNANCE

Agreement for Promoter to Present Event on Campus

This Agreement is made between _____ ("Institution") and _____ (Full name and address of Promoter), a corporation organized and existing under the laws of the State of _____ and having its principal place of business at _____, with authority to do business in the State of _____ ("Promoter").

RECITALS

- A. Institution desires to have a performance by _____ ("Artist"); and
- B. Promoter has the authorization and capacity to contract to schedule a performance on-campus by the Artist.

TERMS

In consideration of the mutual promises and conditions set forth in this Agreement, the parties agree as follows:

1.0 Contract for Artist to Perform.

Promoter holds a valid Performance contract for [_____] (Name of Performing Artist) to perform on Institution's campus on the ___ day of _____, 20___, at ___ p.m. ("Event"). Promoter furnishes evidence of its contractual relationship with the Performing Artist, which is appended to this Agreement as Attachment A and made a part of this Agreement hereof.

2.0 Performance Facility.

Institution agrees to provide [_____] (Name and campus address of Facility) to Promoter from the hours of ___ p.m. to ___ p.m. on the ___ day of _____, 20___ for the Event.

3.0 Institution Liaison.

Institution shall provide an Institutional representative, whose name, title, and phone number are _____ ("Institution's Liaison"), to whom Promoter shall direct all communications, questions, and problems regarding the planning and conduct of the Performance, and to whom Promoter shall report in at _____ p.m. at the Facility for "check-in" and report out at approximately _____ p.m. after the Performance for "check-out."

_____ Promoter's Initials



AGREEMENT FOR PROMOTER TO PRESENT EVENT ON CAMPUS

4.0 Ticket Prices.

Tickets shall be available for sale in the quantities and prices as outlined in Attachment B, which is appended to this Agreement and made a part of this Agreement hereof.

5.0 Financial and Logistical Arrangements.

5.1 Promoter agrees to pay Institution the following amount, which is in addition to the expenses agreed to in this Agreement to be paid by Promoter.

5.1.1 For the use of the Facility for the Performance, a rental fee of: _____ dollars (\$ _____), _____ dollars (\$ _____) of which is due upon signing this Agreement, and the remainder of which to be paid prior to the Event;

5.1.2 Before the tickets for the Performance go on sale, Promoter shall deliver to the Office of _____ at Institution, a security deposit in the form of a certified check in the amount of _____ dollars (\$ _____), payable to Institution to cover the estimated expenses of the Performance. Institution shall retain this deposit until the final settlement and payment to Institution are made, at which time this security deposit shall be returned to Promoter;

5.1.3 _____ % of the gross receipts derived from the sale of tickets or _____ dollars (\$ _____), whichever is greater. If Promoter shows that he has lost money on the Event before deducting this payment, then Promoter shall pay Institution \$ _____, or _____ % of the gross receipts.

5.2 Institution is responsible for furnishing upon written request and adequate advance notice by Promoter, and Promoter is responsible for paying Institution without demand all of the following direct costs incurred by Institution, which Promoter authorizes Institution to retain from ticket revenues from the Performance:

5.2.1 House security, ushers, ticket takers, police and fire marshals considered necessary by Institution, plus any additional security requested by Promoter;

5.2.2 The clean-up, stage rental and setup/strike, and floor chair rental setup/strike;

5.2.3 Electrical supply, personnel and materials required for technical production as requested by Promoter, including stagehands, loaders, riggers, fork lifts and operators, spot operators, and electricians;

5.2.4 Ticket ordering, advance and door sales costs, and box office statement preparation;

5.2.5 All advertising considered necessary by Institution plus any requested by Promoter;

5.2.6 Any other activities and logistical arrangements and their related expenses normally required to present such a Performance;

5.2.7 Institution reserves the right to refuse and forbid requested service or arrangements as being impermissible on the grounds of safety, security, and/or caution in the operation of the Facility. Except for security and police, Institution reserves the right to decline to perform any permissible requested services or arrangements in which event Promoter may then otherwise obtain such service or make such arrangement at the Facility.

_____ Promoter's Initials



AGREEMENT FOR PROMOTER TO PRESENT EVENT ON CAMPUS

5.3 Immediately after the conclusion of the Event, Institution will make a partial settlement with Promoter by paying to Promoter the remaining ticket sale revenue not retainable by Institution under this Agreement.

5.4 As soon as practicable after the conclusion of the Event, and no more than ___ days after the Event, provided Promoter furnishes any requested necessary financial information, Institution shall audit the revenues and expenses and make a final settlement with Promoter and return any monies remaining on deposit.

5.4.1 Institution shall retain adequate records of the Event for a period of at least two (2) years which shall be available to Promoter for examination upon written request.

5.5 Promoter is responsible for obtaining all necessary licenses and permits for the Event and for the payment of all applicable taxes.

5.6 Promoter shall advise Artist(s) that the audience shall not to be invited to leave their seats, and Promoter shall use best efforts to prevent Artist(s) from inviting members of the audience to leave their seats.

6.0 Tickets.

All tickets will be ordered through, and will be distributed for sale by, Institution. All monies in connection with ticket sales will be collected by Institution and an accounting of same will be provided to Promoter following the close of the box office. Institution shall not be liable for forged, or counterfeited tickets, or any sum in excess of the amount actually received from the sale of tickets. Institution may issue complimentary tickets, not considered in connection with revenue from ticket sales, not to exceed ___ in number. Promoter may issue complimentary tickets, not considered in connection with revenue from ticket sales, not to exceed ___ in number.

7.0 Non-Performance.

If the Artist identified above fails to appear for the performance, Institution shall have the option to cancel the entire show or event or to assess Promoter the sum of _____ dollars (\$) payable to Institution as liquidated damages.

8.0 Performance Time.

Promoter guarantees that the opening act will start performing at _____. It is also agreed that for each one-half hour that the event is delayed in starting, a penalty fee of \$ /hour will be paid to Institution by Promoter. Additionally, it is agreed that the featured act _____ (Name of Artist) will start performing within _____ minutes of the time printed on the ticket; if there is any delay, Promoter will pay Institution \$ _____ for each one-half hour delay.

_____ Promoter's Initials



AGREEMENT FOR PROMOTER TO PRESENT EVENT ON CAMPUS

9.0 Force Majeure.

In the event the Premises are rendered unsuitable for the conduct of activities or events by reason of Force Majeure, Institution may terminate this Agreement by written notice ___ days following such casualty and Institution shall not be responsible for any damages sustained by Promoter but Promoter shall be entitled to a pro rata return of any sum paid or any other acceptable arrangement mutually agreed to by the parties. "Force majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control or authority of Institution.

10.0 Promotion and Advertising.

Promoter shall obtain written approval from Institution for any advertising copy in any medium before it is to appear. Promoter's name [shall not/may] appear, and within these constraints Promoter is free to advertise the Event to any extent and through any medium desired. Institution reserves the right to advertise the Event on its own as it sees fit.

11.0 Insurance.

Promoter shall obtain and maintain public liability insurance against personal bodily injury in the overall amount of _____ dollars (\$ _____), and against property damage in the amount of _____ dollars (\$ _____), with bodily injury and property damage liability insurance in the amount of _____ dollars (\$ _____) for each person for bodily liability and _____ dollars (\$ _____) for each occurrence for property damage liability to cover such liability caused by, or arising out of, activities of Promoter and/or Artist, and their members, agents, and/or employees while engaged in preparing for, or presenting, the Performance hereunder, or such other insurance that is required by Institution. Promoter agrees to furnish Institution with a certificate of such insurance at least _____ days prior to the Performance and to have Institution, its governing board, officers, and employees named as additional insureds therein.

12.0 Indemnification.

Promoter shall indemnify and hold harmless Institution, its governing board, officers, employees, and agents, from any and all liability and claims arising in connection with such liability caused by, or arising out of death or injury to any person or damage to property, caused by or arising out of activities of Promoter and/or Artist, and their members, agents, and/or employees while engaged in preparing for or presenting the Performance hereunder. Promoter shall indemnify and hold Institution harmless from any and all liability and claims arising in connection with the actual presentation of the material contained in the Performance, whether occurring due to defamation, copyright infringement, or otherwise.

_____ Promoter's Initials



AGREEMENT FOR PROMOTER TO PRESENT EVENT ON CAMPUS

13.0 Impossibility of Performance.

In the event Artist fails to appear, present or perform and if such failure is caused by or due to the physical disability of the Artist, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, adverse weather conditions or a shortage of energy available to Institution, or other cause beyond the control of the Artist or Institution, then Promoter and Institution shall be respectively relieved of their obligations hereunder concerning the Performance. However, such failure to appear, present or perform does not relieve Promoter of the responsibility of paying the costs and expenses incurred by Institution in preparation for the Performance. Promoter shall reimburse Institution for such costs and expenses immediately upon receipt of a certified statement of such costs and expenses.

14.0 Concessions.

Institution reserves the exclusive right to operate all concessions, including but not limited to the sale of refreshments, parking, programs, recordings, souvenirs, and sale of broadcasting or recording rights. The consumption of food and drink, and smoking, shall take place only as permitted by Institution. There shall be no alcoholic beverages sold or consumed at the Event.

15.0 Relationship of Parties.

It is agreed that Artist, Promoter and their members, agents and/or employees are solely responsible for their own actions and have no relationship to Institution as partners, joint venturers, employees, or agents.

16.0 Artist(s) Performing Contract(s).

Promoter shall provide and attach to this Agreement a copy of the Contract between Promoter and the Artist(s) no later than ____ days after this Agreement is signed or ____ days prior to the Performance, whichever is earlier. Promoter agrees to supply Institution with all the information necessary for the physical setting of the stage and entertainment, including any special needs, no later than ____ days prior to the Event.

17.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Texas, which shall also be the forum for any proceeding or lawsuit equity arising from or incident to this Agreement.

18.0 Severability and Savings Clause.

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

_____ Promoter's Initials



AGREEMENT FOR PROMOTER TO PRESENT EVENT ON CAMPUS

19.0 Non-Waiver.

The failure or delay of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

20.0 Notice.

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Institution:
Texas Southern University
Attn: _____
3100 Cleburne Street
Houston, TX 77004

To Promoter:

21.0 Entire Agreement; Modification.

This Agreement (and its attachments, if any) contains all the terms between the parties and may be amended only in writing signed by an authorized representative of both parties.

22.0 Other Terms and Conditions.

- a. All applicable laws, regulations, and University policies and procedures relative to conduct on University premises shall govern the services provided under this Agreement.
- b. All contracts require the written approval of Texas Southern’s Vice President of Student Affairs (in addition to other required signature pursuant to applicable University policy) at least five days prior to the performance.

_____ Promoter’s Initials



AGREEMENT FOR PROMOTER TO PRESENT EVENT ON CAMPUS

- c. For agreements between University and a corporation: Performer or Agent certifies that upon the effective date of this Agreement, it is either 1. Not delinquent in payment of State of Texas corporate franchise taxes, or 2. Not subject to the payment of such taxes. Promoter agrees that any false statement with respect to franchise tax status shall be material breach hereof, and University shall be entitled to terminate this agreement upon written notice thereof to Promoter.
- d. Under section 231.006 of the Family code, Promoter certifies that the individual or business entity named in this contract is not ineligible to receive the specified payments under this contract and that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- e. Alternative Dispute Resolution: The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas Southern University ("TSU") and Promoter to attempt to resolve any claim for breach of Contract made by Promoter, to the extent it is applicable to the agreement and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by TSU or the State of Texas of the right to seek redress in a court of law.
- f. This agreement and any written modifications of it constitute the sole agreement of Parties; any oral agreements or understandings in conflict with this agreement shall be void.
- g. The obligations to be performed under this agreement are performable in Harris County, Texas.
- h. The representative of University, in signing this contract, signs it in a representative capacity and does not assume any personal liability for meeting the terms of the Agreement.
- i. Notwithstanding any other provision in this Agreement to the contrary, there shall be no agreement between Parties respecting the subject matter of this document until this document is accepted and signed by all Parties listed below. Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- j. The parties recognize that this contract is based upon the skill and expertise of the parties and therefore agree that the contract and obligations thereunder may not be assigned or delegated without written consent of the other party, except as expressly allowed by this contract.
- k. Promoter understands that University is a governmental entity, and should the Legislature fail to provide funding for any period during the term of this contract, University shall be excused for all liability for payment. University is

_____ Promoter's Initials



AGREEMENT FOR PROMOTER TO PRESENT EVENT ON CAMPUS

required to give Promoter written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from University, this contract will automatically terminate.

- l. No trustee, officer, director, regent, employee, administrator and representative of University shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.
- m. Promoter represents that it has all intellectual property rights necessary to enter into and perform its obligations under the Agreement and shall indemnify, defend and hold harmless the State of Texas and University against any action, claim, liability, loss or expense related to such intellectual property rights and representations. Performer will pay any damages attributable to such claim that are awarded against the State of Texas and/or University in a judgment or settlement.
- n. The person signing below on behalf of University and Promoter warrants that he/she has the authority to execute this contract according to its terms.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on this _____ day of _____, 20____, by and through their duly authorized representatives as set forth below.

INSTITUTION:
TEXAS SOUTHERN UNIVERSITY

PROMOTER:
[Full Legal Name of Promoter]

by _____
(Signature)

(Printed Name)

(Title)

by _____
(Signature)

(Printed Name)

(Title)

Note: Modification of this Form requires approval by the Office General Counsel.

_____ Promoter's Initials