

I.

Division of Business Affairs & Finance
Department of Arena and Conference Services
Performance Agreement

This Performance Agreement ("Agreement"), effective as of the last date of signature by CSU ("Effective Date"), is by and between Cleveland State University on behalf of _____ [User Department/Office to insert the applicable CSU Department/Office and delete this green instruction] and _____ [insert Performer/Artist/Speaker Name and delete this green instruction] a public institution of higher education and instrumentality of the State of Ohio with a principal address at 2121 Euclid Avenue, Cleveland, Ohio 44115 ("CSU") and _____ [insert Performer/Artist/Speaker Name and delete this green instruction] with a principal address at _____ ("Performer"). CSU and Performer agree to the following:

I. OBLIGATION OF THE PARTIES

Performer agrees to perform as specified below in Section II, Specifications of the Engagement (the "Engagement") in consideration of CSU's obligation to pay Performer the total amount of _____, and to provide location for the Engagement. Performer acknowledges, understands, and agrees that CSU is exempt from federal, state, and municipal sales and excise taxes (c)11.2 (i)-2.6.9 (e)(9r(a)-1.7 0.05o12.9 (3g2

13. Performer's needs:

14. Performer's promotional material to be sent to CSU

Cleveland State University
2121 Euclid Avenue, SC 140
Cleveland, Ohio 44115
Attention: _____

15. CSU contact information

Name: Rodolfo Pagsanjan
Title: Director, Event & Conference Management, Department of Conference Services
Address: 2121 Euclid Avenue, SC 140
Cleveland, OH 44115
Email: r.pagsanjan@csuohio.edu
Phone: (216) 6872227

16. Performer's contact information

Name:
Address:

Email:
Phone:
Fax:

17. Performer's Social Security # or Federal Tax Id#:

18. CSU check to be made payable to:

19. Other arrangements agreed to:

III. TRAVEL . Performer will not be reimbursed for travel, lodging, or any other expenses incurred in the performance of this Agreement.

IV. AMPLIFICATION

Sound pressure levels must not exceed occupational noise standards set forth by the Occupational Safety and Health Administration ("OSHA") and must remain compliant with those standards throughout the duration of the Engagement. CSU reserves the right to interrupt, and if necessary, terminate the Engagement in order to comply with these standards. Termination of the Engagement pursuant to this provision will result in cancellation of this Agreement and forfeiture of payment.

V. PUBLICITY

Performer agrees not to use CSU's name, seal, logo, or other CSU identification in advertising or promotional literature, except to note the location of the Engagement. Performer further agrees not to imply, in any way, the sponsorship by CSU of any event without the express written permission of CSU. CSU's Department of Marketing and Public Relations reserves the discretion to approve in advance and in writing, all forms of advertising or publicity which include CSU's name, seal, logo, or other CSU identification.

VI. INTELLECTUAL PROPERTY

Performer represents and warrants that in conducting the Engagement, its works are either original with Performer as the artist or that Performer has obtained any and all necessary permissions or is otherwise authorized to perform the work. Performer represents that it has not violated any laws or privacy rights in carrying out its responsibilities under this Agreement.

VII. USE BY CSU

Performer agrees to waive all rights, claims, and causes of action arising from pictures, newspaper accounts,

- B. Performer will provide evidence of Commercial General Liability insurance, including Coverage B Personal and Advertising Injury Liability, without a deductible, in limits of not less than One Million Dollars per occurrence ~~Two~~ Million Dollars per aggregate Such insurance will name as insured the Performer ~~and CSU~~ and State University and cover both Performer and CSU from all liability occurring as a result of the Engagement.
- C. If Performer is driving on CSU property, Performer shall provide proof of Commercial Auto Coverage. Further, Performer employees are doing work on CSU property, Performer shall provide proof of Workers' Compensation coverage in statutory amounts.
- D. CSU and its Board of Trustees shall be listed as additional insureds under Performer Commercial General Liability policy.
- E. A certificate reflecting the continuing coverage of all policies procured by Performer as

3 (s -) A 2 X n o r)c 7s 1) t 2 . 3 A P 6 7 6

XVIII . CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Ohio and any action or proceeding relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio.

XIX . RIDERS [User Department/Office to write any applicable rider on the line and provide all riders to OGC for review as to legal form before having this contract signed by authorized CSU signatory or if no rider, write N/A Delete this green wording before giving the contract to performer]

The following rider(s), signed by both parties, are attached hereto and incorporated herein by reference

The terms of this Agreement shall govern in the event of any conflicting terms between rider and this Agreement.

XX. OTHER PROVISIONS

- A. This Agreement is not binding upon CSU until signed by both CSU and the Performer.
- B. The person signing this Agreement on behalf of Performer represents that the personnel used by Performer are bound to the obligations and conditions of this Agreement and that he/she signs as a properly authorized representative of the Performer.
- C. No amendment or modification of any provisions of this Agreement will be effective unless it

AGREED TO AND ACCEPTED BY:

CLEVELAND STATE UNIVERSITY

PERFORMER