

**McDANIEL COLLEGE**  
**STANDARD ENGAGEMENT AGREEMENT**

The undersigned Artist(s) and Purchaser agree to the following terms and conditions for the engagement herein described below:

- 1. Name under which ARTIST(S) operates: \_\_\_\_\_
- 2. Address: \_\_\_\_\_
- 3. Federal I.D. #/Social Security #: \_\_\_\_\_
- 4. Telephone: \_\_\_\_\_
- 5. Date of Agreement: \_\_\_\_\_
- 6. Institution Representative: \_\_\_\_\_
- 7. Agreed price for engagement & how paid: \_\_\_\_\_
- 8. Performance date & day: \_\_\_\_\_
- 9. Performance place: \_\_\_\_\_
- 10. Length of performance: \_\_\_\_\_ 11. Arrival time: \_\_\_\_\_
- 12. Show time: \_\_\_\_\_ 13. Rehearsal time: \_\_\_\_\_
- 14. Personnel reports to: \_\_\_\_\_
- 15. Additional agreement provisions by Artist: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 16. Additional agreement provisions by Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is understood that the Artist executes this agreement as an independent contractor and is not an employee of the Purchaser and that the Artist shall have the exclusive control over the means, method and details of fulfilling his/her obligation under this contract, except for performance time(s) minimum and maximum length of act.

Artist agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to Social Security laws, Workman's Compensation Insurance, Income Taxes, State Employment Insurance taxes or contributions, Public Liability Insurance; and Artist will hold purchaser harmless against any such laws as well as against all Union claims for welfare payments.

Artist represents that in performing their act under the terms of this contract, they are not infringing on the property right, copyright, patent right or any other right of anyone else. If any suit is brought or a claim made by anyone that in conjunction with the ownership or the presentation of said act or appearance is an infringement on the property right, copyright, patent right or other rights, Artist will indemnify the Purchaser against any and all loss, damage cost, attorney fee or other loss whatsoever by reason of Booking Agency permitting or allowing the presentation of the act or attraction called for herein.

Any claims or disputes arising between the Artist and the Purchaser pertaining to this contract shall be resolved by the Courts in Maryland wherein the engagement is performed.

The Artist acknowledges that smoking, controlled substances, and alcohol policies and regulations of the College shall be in effect. The Sponsor's representative will have an announcement made concerning these regulations prior the beginning of the performance. The Sponsor will exercise reasonable care of judgment in determining the extent of personnel necessary to assume adequate crowd control.

The Artist hereby releases and forever discharges the Sponsor and the College, their efforts, agents and employees from any and all liability, losses, costs, expenses, causes of action, claims and suits for property damage, theft of property damage, theft of property or personal injury (including death) arising in connection with Artist's performance of services hereunder, unless such damage, theft, or injury is caused by the negligent acts or omissions of the Sponsor of the College, their respective officers, agents or employee, in which case the foregoing release shall not apply to the negligent party but shall remain applicable to the non-negligent party. The Artist understand and agrees that the Sponsor and the College are separate entities, that the College's sole relationship to the Sponsor for purposes of this agreement or otherwise, as the acts of omissions of the other. The Artist, at its own cost and expense, shall be solely responsible for securing and shall secure any and all performing, broadcasting and other rights or licenses as may be required for any and all copyrighted works performed by Artist during the engagement. The Artist shall indemnify and hold harmless the Sponsor and the College, their officers, agents and employees from any and all liability, losses, costs, expense, including reasonable attorney's fees, causes of action, claims, and suits, whether bases upon infringement of copyright or other proprietary rights or negligent or intentional acts or intentional acts or omissions of Artist, its officers, agents and employees, arising in connection Artist's performance of service hereunder.

The Purchaser, in signing the contract warrants that he/she signs as a properly authorized representative of the Institution and does not assume any personal liability for meeting the terms of the contract.

ARTIST \_\_\_\_\_ PURCHASER \_\_\_\_\_

AGREED BY: (Artist or Authorized Signature) AGREED BY: (For McDaniel College)

\_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_