

ADDENDUM TO PERFORMER OR AGENT'S FORM CONTRACT

College: _____

Performer: _____

Agent (if applicable): _____

1. The College and the Performer, or Performer's agent, have on this date entered into a contract furnished by the Performer/Agent for the performance by Performer described in the contract. Because the said contract contains or may contain provisions which are unacceptable or unauthorized by virtue of the College's status as a public institution of higher education of the Commonwealth of Virginia, the College and the Performer, or Performer's agent, hereby expressly agree that in consideration of the benefit of the contract, this addendum shall be and is a constituent part of said contract as if all of the provisions of this addendum were fully set forth therein.

2. The provisions of this addendum shall prevail and take precedence over any conflicting or inconsistent term of the contract. Any prior or contemporaneous promise or commitment to Performer of its agent not embodied in the contract or this addendum is null and void. The College shall not be bound by any modification or amendment, to the contract or this addendum which is not in writing signed by an authorized official of the College.

3. No contractual provision described in this paragraph 3 shall be of any effect or enforceable against the College if the same appears, in whatsoever form, in the contract.

a. a requirement that the College assume any liability for personal injury or property damage not authorized by the Virginia Tort Claims Act;

b. any provision constituting anyone other than a duly authorized college employee as the agent of the College;

c. a provision requiring the College to indemnify, save, and hold any person, entity or party harmless from any risk, damage, or cost whatsoever;

d. a provision imposing a service or late charge, or interest other than in accordance with the "prompt pay" provisions of the Virginia Public Procurement Act;

e. a provision permitting or requiring the application of the law of any state other than that of Virginia in the interpretation or enforcement of the contract, including this addendum;

f. a provision limiting the Performer's liability for property damage or personal injury due to fault or negligence;

g. any requirement that the Performer be named as a coinsured to any insurance policy or program of self-insurance maintained by the College;

h. any term requiring the College to abide by the rules of unions or any other non-governmental association;

i. any term imposing personal liability upon the officer or employee who signs the contract for the College;

j. any term that requires the College to engage in, or submit to, binding arbitration.

4. It is understood and agreed that the College shall not be responsible for any loss of or damage to the property of the Performer, or for the acts or omissions of the audience.

5. The Performer (and Agent) is an independent contractor. Neither Performer (or Agent) nor any member of the Performer's (or Agent's) organization shall hold him or herself out as an agent or employee of the College. The Agent or Performer have no authority to make any commitment on behalf of College.

6. The Performer represents and warrants that its performance in all respects (including any sheet music, lyrics or script as may be desired or required by College) will not violate any copyright, and that all necessary approvals to perform copyrighted works have been obtained. Performer agrees to indemnify, defend and save harmless the College against any copyright claim, demand, liability or expense caused by or arising out of its performance.

7. If, in the sole judgment of the College, it becomes necessary to cancel the performance to protect life or its property, or the property of others, then the College may do so without liability to the Performer and any deposit shall be returned to the College unless the parties hereto agree in writing that the deposit shall be retained in such event. Should performer cancel the performance for any reason or fail to perform as contemplated, any deposit shall be immediately refunded to College. The foregoing deposit refund shall not be interpreted as an election of remedies by either party or a waiver of the rights or remedies existing at law or equity.

8. Each member of Performer agrees and understand that he or she if obligated under this agreement jointly and severally.

9. The person(s) signing below for Performer warrants that he or she is authorized to agree to the provisions of the contract and this addendum on behalf of the Performer.

PERFORMER

COLLEGE

By: _____
Performer or Agent

By: _____
Title:

Date: _____

Date: _____