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í X Complete the Artistic Performance Agreement Routing Form. An incomplete or incorrect routing form will p

Name of Performer: _____ KSU Contact: _____

Title of Performance _____ KSU Contact Email: _____

Date Performance Begins: _____ Ends: _____

Is the Artistic Performer...? (Select Yes/No)

An active vendor in the OwlPay I WCE System?

Yes

No

If no, performer must submit a signed es a

Artistic

The parties agree that these terms and conditions prevail over the terms of any other document relating to and a part of this agreement.

PAYMENT AND COMPENSATION: KSU will pay Performer's fee as indicated in the Fees and Payment Schedule of this agreement. Payment of the fee cannot be made until Performer completes the Supplier Authorization/Registration Form or Form W-8BEN.

CANCELLATION: KSU reserves the right to cancel this Agreement without obligation upon notice to Performer thirty (30) days in advance of the performance date. In the event of KSU's cancellation, the deposit payment (if any) shall be returned promptly.

TERMS AND CONDITIONS: This agreement is made this _____ day of _____, 20____, between _____, a person of legal age, and _____, a person of legal age, both of legal age and of sound mind, and both parties are fully aware of the contents of this agreement and the consequences thereof. The parties agree to the terms and conditions set forth herein.

SICKNESS AND ACCIDENTS: Performer's agreement to perform its obligations is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment (if any) advanced to the Performer shall be returned promptly.

PROMOTION AND PRODUCTION: KSU shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Performer agrees that KSU may use Performer's name, pictures, photographs, recordings, and other likenesses in connection with advertising and publicizing the engagement(s) hereunder.

VIDEO AND AUDIO TAPING: KSU shall have the right to record, broadcast or digitally stream in any manner whatsoever, any part of Performer's performance as well as to use and maintain a copy of the performance for internal, archival, or for any other educational purpose. Performer and/or his designees shall have the right to record the performance and to use the recordings as Performer sees fit.

INDEPENDENT CONTRACTORS: Performer acknowledges that it is an independent contractor and not an employee of KSU and shall be responsible for all taxes. KSU shall control the times and division of the Performer's performance and Performer shall control the manner, means, and details of such performance.

ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING LAW, E JURISDICTION: This agreement cannot be assigned or transferred without the written consent of KSU. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of Georgia. In the event any dispute arising under this agreement results in litigation, such action or proceeding shall be brought within the state or federal courts of Georgia.

MEDIATION: Any dispute arising under this agreement shall be resolved by mediation. The mediation shall be conducted in accordance with the rules of the American Arbitration Association. The mediation shall be held in the state of Georgia. The mediation shall be confidential. The mediation shall be binding. The mediation shall be final. The mediation shall be enforceable. The mediation shall be a condition of the agreement. The mediation shall be a condition of the agreement. The mediation shall be a condition of the agreement.

SEVERABILITY: If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement, which can be given effect without the invalid provisions, or application, and to this end, the provisions of this Agreement are declared to be severable.

By signing this document, the representative of the parties hereby represent they are duly authorized and that the parties agree to be bound by the provisions of this Agreement.

Performer or Representative:

Signature: _____

Date: _____

Name: _____

Title: _____

Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University:

Signature: _____

Date: _____

Name: _____

Title: _____