ENTERTAINMENT AGREEMENT (FOR REUNIONS)

This Agreement is made by and between Princeton University Class of [_____] ("Class"), and ___________________ ("Artist/Performer"), and is effective as of this _____ day of ________________, ______. The Trustees of Princeton University ("University") is a third-party beneficiary to this Agreement, and has imposed certain limitations and restrictions upon Class in connection with Class’ hire of Artist/Performer pursuant to the terms and conditions of this Agreement (the “Engagement”).

For good and valuable consideration, the parties agree as follows:

1. ENTIRE AGREEMENT: The following terms and conditions and, if applicable, any attachment hereto (collectively, this “Agreement”) constitute the complete and exclusive statement of the understanding between Class and Artist/Performer with respect to the services purchased hereunder. This Agreement may be modified only pursuant to a written instrument signed by authorized representatives of both parties. The invalidity in whole or in part of any provision of this Agreement will not affect the validity of other provisions. To the extent that Artist/Performer’s terms and conditions, or the terms and conditions in an attachment hereto, conflict with the terms contained herein, the latter will control. Either party’s failure to insist upon the performance of any term of this Agreement will not be construed as a waiver of that party’s present or future right to such performance and each party’s obligations in respect thereto will continue in full force and effect. The headings in this Agreement have been inserted solely for convenient reference and will be ignored in its construction.

2. ENGAGEMENT: Artist/Performer will appear at [insert venue of Performance] on [insert date of Performance] and will perform from [insert start time of Performance] to [insert end time of Performance] to ______________________________________________________________ (the “Performance”). Additional Engagement details:

_____________________________________________________________________________________________
_____________________________________________________________________________________________
_____________________________________________________________________________________________

3. PAYMENT AND TAXES: In consideration for the Engagement, Class will pay Artist/Performer as follows: [insert payment terms]. Class will not pay or withhold federal, state, or local income or other payroll taxes on behalf of Artist/Performer. Artist/Performer agrees to report and pay all applicable taxes.

4. TRAVEL ARRANGEMENTS: Payment for Artist/Performer’s transportation, meals and accommodations is at the sole discretion of Class. If Class agrees to pay for Artist/Performer’s travel, Artist/Performer will notify Class of travel arrangements at least fourteen (14) business days prior to the Performance. All such arrangements require (a) Class’s prior written approval; and (b) Artist/Performer to provide Class with a certified statement, supported by original receipts, for reimbursement of actual expenses incurred, which statement must include the date, description and amount of each expense.

   • Transportation [will][will not]¹ be paid by Class.
   • Meals [will][will not] be paid by Class.
   • Accommodations [will][will not] be paid by Class.

5. LOGISTICS: Artist/Performer must provide Class with the following information, in writing, at least fourteen (14) business days prior to the Performance:

   (a) full technical requirements of the Performance;
   (b) scheduled time of arrival (e.g., Artist/Performer, production, etc.);
   (c) diagram indicating placement of equipment on stage or at venue; and
   (d) scheduled times for sound checks.

   Artist/Performer will reimburse Class for any additional costs incurred by Class as a result of changes required by Artist/Performer from the technical requirements or any other Performance logistics previously agreed upon.

6. WEATHER POLICY: If based on the venue of the Performance inclement weather could interfere with the Performance, then the inclement weather cut-off time will be _________________. If Class contacts Artist/Performer prior

¹ For each service, select whether Class will or will not pay for such service. If unselected, the default will be that Class is not paying for the service.
to the inclement weather cut-off time, Artist/Performer and Class will make a reasonable attempt to reschedule the Performance. If the Performance is rescheduled, then any deposits paid by Class will be applied to the rescheduled Performance. If Class contacts Artist/Performer prior to the inclement weather cut-off time and the Performance is not rescheduled, then Artist/Performer will refund any deposits paid by Class within fifteen (15) days.

7. **PERFORMANCE:** If Artist/Performer is not punctual in arrival according to the schedule provided by Artist/Performer to Class, Artist/Performer will reimburse Class for any additional costs incurred by Class as a result of such tardiness (e.g., physical plant services, electrician’s fees, etc.). If Artist/Performer fails to appear for the Engagement, Artist/Performer will reimburse Class for all bona fide costs related to the Engagement and this Agreement will be voidable by Class. Notwithstanding the foregoing provisions of this Agreement, if Artist/Performer fails to perform to the specifications of this Agreement, payment may be withheld by Class pending renegotiation with Artist/Performer.

8. **TERMINATION:** Unless stipulated to the contrary, either party may cancel the Engagement without liability by giving the other party written notice thereof at least thirty (30) days prior to the date of the Performance. Furthermore, Class may cancel the Engagement without liability if Artist/Performer fails to (a) sign and return this Agreement within thirty (30) days of receipt or (b) comply with any term of this Agreement (unless specifically waived by Class). Class and Artist/Performer agree that either party may cancel this Agreement and both parties will be released from any liability or damages hereunder if the terms of this Agreement cannot be fulfilled due to an Act of God or any other legitimate condition beyond the control and without the fault or negligence of Class or Artist/Performer. However, it is agreed that “best efforts” will be made by both parties to adapt so that the Performance will be held as scheduled.

9. **APPLICABLE LAW/VENUE:** All disputes regarding the construction, interpretation and the parties’ obligations under this Agreement will be governed by the laws of the State of New Jersey, notwithstanding any of that state’s laws to the contrary, regardless of the location of the Performance. The venue and jurisdiction for the resolution of any such disputes will be Mercer County, New Jersey.

10. **INDEMNIFICATION:** Artist/Performer will defend, indemnify and hold harmless Class, University and their respective officers, employees, trustees, agents and representatives from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney’s fees and costs, sustained or alleged to have been sustained as a result of (a) any activities of Artist/Performer or its employees, independent contractors, invitees or agents in connection with the Performance, as well as preparation for, support during, breakdown after and/or transportation in connection with, the Engagement; and (b) any activities of Class or University taken at the direction of Artist/Performer. Artist/Performer’s obligations to defend, indemnify and hold harmless, as set forth above, are not extinguished or limited by Class or University being alleged or found to be partially negligent (including actively negligent), unless University is proven to be solely negligent, in which case such obligations are extinguished.

University will not defend or indemnify, and will not agree in advance to hold harmless, Artist/Performer under any circumstances. There will be no limitation of Artist/Performer’s liability except as set forth in this Paragraph.

11. **INSURANCE:** If the Performance is to be held on University property, Artist/Performer agrees that it has or will acquire prior to the Performance Commercial General Liability insurance coverage for personal injury, bodily injury and property damage with a minimum combined single limit of $1,000,000 per occurrence/aggregate.

All such policies must be underwritten by a carrier rated at least “A-” in Best’s Key Rating Guide. “The Trustees of Princeton University, including its officers, employees and agents” must be named as additional insureds. Certificate(s) evidencing the above insurance coverages—with a statement that University is an additional insured and that the insurance afforded is primary insurance as to any other valid and collectible insurance in force—must be sent to University’s Office of Alumni Affairs, P.O. Box 291, Princeton, NJ 08542-0291, before the Performance begins.

Artist/Performer is solely responsible for payment of premiums and deductibles for all of the required insurance. Should any of the required insurance policies be cancelled or materially changed, Artist/Performer will provide thirty (30) days prior written notice to University’s Office of Alumni Affairs Artist/Performer will NOT ENTER upon University property to perform hereunder unless Artist/Performer is insured in accordance with the above requirements. Artist/Performer will indemnify University for any loss suffered by Class and University for the failure of Artist/Performer to be so insured.

Artist/Performer shall assess its own risk hereunder. If Artist/Performer in its sole discretion deems it appropriate and/or prudent, Artist/Performer shall maintain higher limits and/or broader insurance coverages than the minimum required by University above. Artist/Performer shall not be relieved of any liability or other obligations hereunder by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types.
12. **PROMOTION/USE OF PRINCETON NAME OR MARKS:** Artist/Performer may never use University’s name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of University’s Office of Alumni Affairs. 2

13. **INDEPENDENT CONTRACTOR:** In performing hereunder, Artist/Performer is an independent contractor and not an employee or agent of Class or University. All persons furnished or retained by Artist/Performer in connection with this Agreement are so furnished or retained as Artist/Performer’s employees or agents. Artist/Performer will not transact business, enter into agreements, or otherwise make commitments on behalf of Class or University unless expressly authorized in writing by Class or University, as applicable. Artist/Performer will defend, indemnify and hold harmless Class and University from and against any and all liability for the payment of taxes, interest and/or penalties, as well as damages and costs, including attorney’s fees, in connection with any claim or finding that Artist/Performer, and/or its employees or agents, are employees of Class and/or University.

14. **PROPERTY DAMAGE:** Neither Class nor University will be responsible for any property of Artist/Performer. Should any damage to Class and/or University’s property, including but not limited to facilities or equipment, (a) be caused by Artist/Performer or Artist/Performer’s employees, agents or guests, or (b) be incited or encouraged by Artist/Performer or Artist/Performer’s employees, agents or guests, Artist/Performer will be responsible for the costs of repair or replacement and will reimburse Class and/or University, as applicable, immediately upon presentation of a certified statement of such costs.

15. **SECURITY:** Artist/Performer will comply with all security measures and procedures adopted by University. Artist/Performer agrees not to engage in or encourage audience participation in behaviors that in any way threaten or endanger personal safety or security, including but not limited to stage diving, crowd surfing, floating or moshing. Artist/Performer agrees not to enter the audience at any point during the Performance, nor invite or encourage audience members to come onto the stage, unless previously approved in writing by Class as part of the Performance. Artist/Performer acknowledges that such behaviors significantly increase the risk of injury to patrons. Artist/Performer will be responsible for any and all damage or injury arising from any such incident, and acknowledges that such conduct triggers Artist/Performer’s obligations under Paragraph 10 above.

16. **ACCESS AND ALCOHOL:** Class will NOT PROVIDE Artist/Performer or Artist/Performer’s employees, agents or guests with access to any Reunion event (other than for the Performance) or any alcoholic beverages.

17. **MERCHANDISE:** Artist/Performer will not sell any products which refer to, or in connection with, the Engagement, including but not limited to the sale of CDs, records, tapes or other mementos, unless agreed upon in writing by University’s Office of Alumni Affairs. 3

18. **ROYALTIES/FEES:** Any royalty fees such as to BMI, ASCAP or SESAC or any other fees or union dues, which may be required in connection with or as a result of the Performance, are the sole responsibility of Artist/Performer.

19. **SALES AND EXCISE TAX EXEMPTIONS:** As a non-profit educational institution, University is exempt from Federal Excise Tax under Public Law No. 85-859 (Exemption No. A110656) and from New Jersey Sales Taxes (Exemption No. EO-210-634-501), New Jersey Excise Taxes (Exemption No. A-11083) and certain other states’ taxes as may be applicable, unless otherwise stated herein. Artist/Performer will take all steps necessary to ensure that these exemptions are utilized to the maximum benefit of Class. Artist/Performer will not charge Class any tax for which an exemption is applicable.

20. **ASSIGNMENTS AND SUBCONTRACTING:** Neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the non-assigning or non-delegating party.

21. **MISCELLANEOUS:** Artist/Performer warrants that it will comply with all federal, state and local laws as well as University policies applicable to its performance hereunder, including but not limited to those relating to nondiscrimination, equal employment opportunity, and affirmative action. The representative of Class signing this Agreement warrants that he/she is a duly authorized representative of Class and does not assume any personal liability. The representative of Artist/Performer, if any, signing this Agreement warrants that he/she is a duly authorized representative of Artist/Performer. Class and Artist/Performer warrant that entering into this Agreement is not restricted or prohibited by any existing agreement to which they are parties.

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2 Note to Classes: Any use by Artist/Performer of Princeton University’s name or trademark requires prior approval from the Office of Alumni Affairs.

3 Note to Classes: Any sale of products on campus requires prior approval from the Office of Alumni Affairs.
22. **SURVIVAL:** This Paragraph and Paragraphs 1, 3-15 and 18-21 hereunder will survive the termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the date first set forth above.

*Princeton University Class of [____]*  
By: ____________________________________  
Name:  
Title:  
Address:  

*Artist/Performer*  
By: ____________________________________  
Name:  
Phone:  
Email:  
Address: