

**STANDARD CONTRACT AND/OR LEASE  
FOR SERVICES OR FACILITIES BETWEEN  
WINTHROP UNIVERSITY  
AND**

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Federal Tax ID #: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

This contract/lease, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_  
Between Winthrop University referred to as University, and  
Hereinafter referred to as Contractor or Lessee.

In consideration of the mutual promises contained herein, the parties agree to enter into this contract and lease, and to be bound by the terms and conditions in accordance with the provisions contained herein.

- 1. Lessee as promoter, performer, artist, entertainer, or sponsor agrees to provide the following event during the period and under the terms of this lease agreement.**
  - a. Event and purpose for which facility is leased: \_\_\_\_\_
  - b. Facility leased: \_\_\_\_\_
  - c. Date of Event: \_\_\_\_\_
  - d. Start and finishing time of Event: \_\_\_\_\_
  - e. Move in and move out times of Event: \_\_\_\_\_
  - f. Names of bands, artists, orchestra, entertainers, performers, or groups who shall be presented: \_\_\_\_\_
  
- 2. PAYMENT TERMS:**
  - a. "Gross Receipts," as used herein, shall mean all proceeds from the sale of tickets for the engagement, after deducting therefrom all Federal, State, County and local admissions and seat taxes. "Gross Receipts shall not include the price of complimentary tickets.
  - b. Lessee agrees to payment terms as follows: \_\_\_\_\_
  - c. Deposit Required: \_\_\_\_\_
  - d. See attached projected fixed expenses for an estimate of the out-of-pocket expenses to be paid by Lessee. This schedule is made part of this contract. Actual expenses will be charged at the settlement of event.
  - e. Funds due the Lessee shall either be wired into the account designated by the Lessee or a check processed and overnighted no later than the 2<sup>nd</sup> business day following the event.
  
- 3. DEFAULT:**
  - a. Should the Lessee default in the performance of any of the terms and

conditions of this contract, The University, at its option, may terminate the same and demand damaged or demand specific performances hereof, and any deposit paid by Lessee shall be retained by the University and considered as partial payment for liquidated damages. Notwithstanding anything herein to the contrary, all obligations and liabilities of Winthrop University under this agreement are dependent upon the successful completion of the above scheduled event. If Lessee fails to complete the above scheduled event for any reason within Lessee's control or responsibility, Lessee agrees at a minimum to pay the University for all expenses incurred in the preparation of said event. Lessee shall be liable for all expenses incurred in the event of the cancellation or postponement of said event.

- b. Lessee shall be liable for all expenses incurred in the event of a cancellation or postponement of said event. These expenses will include but not be limited to refunds of all ticket sales.

**4. INSURANCE:**

Lessee shall be required to provide a certificate of insurance issued by companies authorized to do business in the state of South Carolina naming the University as an additional insured under the policy in the following amounts:

Public Liability: \$1,000,000.00 combined single limit for bodily injury and property including death, the term of such coverage to coincide with the dates of this agreement, including move in and move out.

**5. INDEMNITY:**

Lessee agrees to indemnify, defend, and hold harmless the University, its trustees, officers and employees from all demands, claims, suites, actions, or liabilities resulting from injuries or death to any persons or loss to any property, regardless of cause of incident, caused by or occurring as a result of the concert or other use of this space during the period this contract covers.

**6. NONASSIGNMENT:**

Lessee will not assign, transfer or subject this contract or its right, title or interest therein without University's prior written approval.

**7. PERFORMERS RESPONSIBILITY:**

Performer shall have sole and exclusive control over the selection of musical compositions, and shall be responsible for the supervision, direction, and control of the services of the musicians and/or other entertainers and artist performing under performer's control. Performer agrees that all musicians under performer's control shall abide by the rules and regulations of Winthrop University and the laws of the state of South Carolina in matters relating to public conduct, sanitation, dress, and safety. If the musicians required to perform this engagement have not been chosen or hired by the performer prior to the signing of

this agreement, it shall be performer's responsibility to obtain such additional musicians as required.

**8. SECURITY:**

Performer and the Lessee agree that the final decision in all matters relating to security, public safety, public conduct, and decorum, shall rest with the University. All applicable campus, city, state, and federal laws will be adhered to.

**9. RIGHT OF ENTRY:**

In permitting the use of space herein mentioned, the University retains the right to enforce all necessary and proper rules for the management and operations of the said premises. Duly authorized representatives of the University may enter the premises to be used, and all of the premises, at any time and on any occasion without any restrictions whatsoever. All facilities, including the area which is the subject of this permit, and all times be under the charge of the University.

**10. PAYMENT FOR DAMAGES:**

Lessee agrees to pay costs of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the term of this contract. Lessee agrees to pay at time of settlement for damages.

**11. ADVERTISING:**

Lessee agrees that all advertising of the event will be true and accurate. Lessee agrees to be responsible for all advertising costs and procedures for off-campus promotions. Lessee shall also provide the University with as much material as possible for on-campus promotion. This event shall be referred to in all advertising as being sponsored by the Lessee in association with Winthrop University.

**12. ANNOUNCEMENTS:**

University is entitled to make announcements in the interest of public safety. Lessee agrees that it will attempt to cause its agents and performers to cooperate with the delivery of such announcements for public safety.

**13. BROADCAST AND RECORDING RIGHTS:**

University reserves all rights for television and radio broadcasts and recording originating from facility during the term of this agreement. Should University grant Lessee such privileges, University may require payment in addition to rental fee. Such permission must be obtained in writing prior to broadcast date.

**14. COPYRIGHTS:**

Lessee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event.

**15. EVENT REQUIREMENTS:**

At least fourteen (14) days before the performance of the event Lessee shall provide a full and detailed outline of all services required including but not limited to the following: staging, lighting, power, and sound requirements, and such other coordinating information necessary for the successful production of the event. Winthrop Coliseum has the following electrical power: 400 AMP, 3 PHASE, and 100 AMP, 3 PHASE. Should more power be required for the event the Lessee is responsible for renting generators.

**16. CONCESSIONS:**

a. University reserves the right to control the sale of all concessions including food, beverages, parking or any other service connected with the facility. All income from said concessions will be retained by the University. No free samples may be distributed at the facility without the approval of the University.

**17. TICKET PROCEDURES:**

- a. University will at all times control ticket office, ticket personnel and ticket receipts for all commercial public events until settlement.
- b. Until a valid contract has been entered into between the Lessee and the artist And a valid technical sheet specifying stage size, sound, power, and lighting requirements have been presented to the University, no tickets may be sold and no public announcements concerning the event may be made.
- c. The number of actual tickets available for sale must conform to state fire codes and will be determined by the University.

**18. COMPLIMENTARY TICKETS:**

Complimentary tickets shall be limited to an amount consistent with good practice, but in any event, not more than 1% of the printed tickets for the event as taken from the certified manifest.

**19. EMPLOYER-EMPLOYEE RELATIONSHIP:**

Lessee expressly denies the existence of any employer-employee relationship or agency relationship between Lessee (or any musicians or other performers of entertainers performing under this agreement) and the University, its officers, employees, and agents. Lessee expressly warrants that he and the performers under this contract in the above scheduled performance shall be Lessee's or Lessee's performers, employees, agents or servants.

**20. RETURN OF CONTRACT:**

The University reserves the right to void this contract if not properly signed and returned to the University prior to: \_\_\_\_\_.

**21. CONTRACT BINDER:**

This contract shall not be binding on the parties until is has been signed by Winthrop University.

IN WITNESS WHEREOF the parties have executed this contract on the  
aforementioned date.

BY: \_\_\_\_\_  
WINTHROP UNIVERSITY

BY: \_\_\_\_\_                      \_\_\_\_\_  
LESSEE                                      LESSEE