



STUDENT LIFE AGREEMENT

INFORMATION (Please Print)

Name of performer or group _____ Check number _____ Amount _____
 Date _____ Party to whom check is to be payable _____
 Time _____ Social Security or IRS Number* _____
 Location _____ Address _____
 Performer and/or promoter special needs _____ City/State/Zip _____
 _____ Telephone _____
 _____ * If check is made out to an individual, the social security number is required. If the check is made out to a group, agency or company, the IRS number is required.
 Purpose of program _____

 Originator's name _____

CONDITIONS OF AGREEMENT

Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the **AGREEMENT** covered herein apply. Lack of knowledge by the **PERFORMER** and/or **PROMOTER** of these rules and regulations will in no way be a cause for relief from responsibility or liability from violating same.

Any dispute, cause of action or litigation which arises for any reason from this agreement shall be resolved in the Courts of Broward County, Florida.

The **PERFORMER** and/or **PROMOTER** by signing this **AGREEMENT** agrees to the following: the **PERFORMER** and/or **PROMOTER** shall indemnify and hold the **BOARD OF TRUSTEES** (henceforth the **BOARD**) and **BROWARD COLLEGE**, its agents, servants, and employees, free and harmless from any debt or liability which arises or is assessed as a result of the actions of the **PERFORMER/PROMOTER** in providing the services of this contract. Further, **PERFORMER/PROMOTER** assumes all legal liability for and agrees to defend the **BOARD/BROWARD COLLEGE** and **BROWARD COLLEGE**, from any and all costs and expenses, including but not limited to attorney's fees, reasonable investigative expenses and discovery costs, court costs and all other sums which the **BOARD/BROWARD COLLEGE**, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand or assertion of liability or any claim or action founded thereon arising or alleged to have arisen out of the services furnished by the **PERFORMER** and/or **PROMOTER**, including but not limited to the presence or activity of the **PERFORMER'S** and/or **PROMOTER'S** servants, employees or agents; the operating, use, movement, assembly, disassembly, delivery or storage of any equipment used or intended to be used by the **PERFORMER/PROMOTER** or any of its agents, servants and/or employees whether said equipment is owned, rented, leased or borrowed, while said equipment is in possession of the **PERFORMER/PROMOTER** and/or his/her employees, agents or servants while said equipment is on premises owned or controlled by the **BOARD/BROWARD COLLEGE**, whether such claim or cause of actions be for damages, injury to person or property, including the **BOARD/BROWARD COLLEGE** property, or death of any person as claimed or asserted by any person, group or organization, whether employed by the **PERFORMER** and/or **PROMOTER** or the **BOARD/BROWARD COLLEGE** or otherwise.

The **PERFORMER** and/or **PROMOTER** agree to assume full payment of any and all copyright royalties resulting from the performances scheduled. The **PERFORMER** and/or **PROMOTER** further agree to assume full responsibility and liability for any copyright infringement which occurs during the course of said performance and agrees to indemnify and hold harmless the **BOARD/BROWARD COLLEGE** from any and all liabilities and damages arising out of any action for copyright infringement. Where appropriate, **PERFORMER** should use music in the public domain and not subject to copyright royalties.

The **PERFORMER** and/or **PROMOTER** shall be rescheduled, if possible, for a later date when inclement weather, hurricane or tropical storm warnings, fire, Force Majeure, or other unforeseen circumstances renders the performance unsafe, impossible or unfeasible in the judgment of the **BOARD/BROWARD COLLEGE** and/or when the college is in a state of emergency. In such instance the **BOARD/BROWARD COLLEGE** is obligated to pay only reasonable expenses reasonably incurred in anticipation of this agreement.

The **PERFORMER** and/or **PROMOTER** and/or the **BOARD/BROWARD COLLEGE** may cancel 30 days before the performance without any obligation under this agreement.

Under no circumstances will the college make any payment to the **PERFORMER** and/or **PROMOTER** in advance of the performance. **PERFORMER/PROMOTER** is not an employee, agent or independent contractor of **BROWARD COLLEGE**, and may not act or otherwise present his or herself as such.

SIGNATURES PERFORMER OR PROMOTER

Acceptance of Agreement Date

BROWARD COLLEGE

Cost Center Administrator	Date	Provost	Date
Dean of Student Affairs	Date	Approved: President, Broward College	Date