



Truckee Meadows Community College

Board of Regents of the Nevada System of Higher Education

# PERFORMERS CONTRACT

THIS AGREEMENT entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College, hereinafter referred to as "TMCC," and the \_\_\_\_\_, hereinafter referred to as "Musician."

WHEREAS, the personal services of the Musician for the performance described below and hereby accepts an engagement to present the following at venue and from the dates of the periods and at the salaries/fees stated in thereto.

Name of Musician(s)/Band: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

(To be contacted 1 week prior to date by artist to confirm appearance)

Number of Musician(s): \_\_\_\_\_

Name and Address of Place of Performance:

Date(s) and Name of Performance: \_\_\_\_\_

Set Up: \_\_\_\_\_

(Time you must be set up by)

Time(s) of Performance: \_\_\_\_\_

(Start, finish, performance length)

Wage Agreed Upon: \_\_\_\_\_

(Payment)

Deposit: \_\_\_\_\_

Method of Payment: \_\_\_\_\_

## Additional Terms:

- I. This agreement may be revoked without cause upon providing at least 30 days' written notice to the other party prior to the dates set forth.
- II. The Musician shall neither assign, transfer, nor delegate any rights, obligations, or duties under this agreement without the prior written consent of TMCC.
- III. The parties agree that the Musician is an independent contractor and that this agreement is entered into in accordance with NRS 284.173, which statute in pertinent part provides that the contractor is not an employee of TMCC.

IV. Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To: Truckee Meadows Community College  
Finance and Administrative Services  
7000 Dandini Blvd., Sierra 202-D  
Reno, NV 89512

With copy to: Truckee Meadows Community College

To Musician:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

V. This agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

VI. Indemnity: Musician shall indemnify, defend, and hold harmless NSHE, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Musician or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement."

VII. Insurance Coverage: Musician shall, at Musician's sole expense, procure, maintain, and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the TMCC, the required insurance shall be in effect on or prior to the commencement of work by Musician and shall continue in force as appropriate until the latter of:

- a. Final acceptance by the College of the completion of this contract; or
- b. Such time as the insurance is no longer required by the College under the terms of this contract.

Any insurance or self-insurance available to the TMCC shall be in excess of and non-contributing with any insurance required from the Musician. Musician's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by TMCC, Musician shall provide TMCC with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as the Musician has knowledge of any such failure, Musician shall immediately notify TMCC and immediately replace such insurance or bond with insurance or bond meeting the contract's requirements.

### Workers' Compensation and Employer's Liability Insurance

Musician shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

### Commercial General Liability Insurance

a. Minimum limits required:

- \$1,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 2001 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

### Business Automobile Liability Insurance

- a. Minimum limit required: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- b. Coverage shall include owned, non-owned, and hired vehicles.
- c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

### General Requirements

- a. Additional Insured: By endorsement to all liability policies, the Nevada System of Higher Education shall be named as additional insureds for all liability arising from the contract.
- b. Waiver of Subrogation: Each liability insurance policy shall provide for waiver of subrogation against the TMCC.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Musician shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by TMCC. Such approval shall not relieve Musician from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by the Nevada System of Higher Education's Risk Manager.
- e. Approved Insurer: Each insurance policy shall be:
  - i. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
  - ii. Currently rated by A.M. Best as "A- IX" or better.

