

**Halftime Performance Agreement**

**at Florida SouthWestern State College Athletics Games in the Suncoast Credit Union Arena**

This Agreement is made and entered into by and between:

**The District Board of Trustees, Florida SouthWestern State College, Florida** (“FSW”)8099 College Parkway, Fort Myers, FL 33919

And

 **[Performer’s Name]** (“Performer”)[Facility Address]

**1. Purpose of Agreement**

FSW agrees to allow the Performer an allotment of time (specified herein) during halftime at certain athletics games (specified herein) to provide entertainment on center court.

**2. Performance Details**

* **Location:** Suncoast Credit Union Arena at Florida SouthWestern State College
* **Number of Performances:** [Insert total number of performances]
* **Performance Dates:** [Insert all scheduled dates for the FY seasons for all sports]
* **Maximum Allotted Minutes Allowed Per Performance including entering and exiting center court (time begins at the start of the halftime game clock):** [ Insert number of minutes]
* **Pre-performance practice:** [Insert all scheduled dates] Pre-performance practices may be reserved through the Auxiliary Services department subject to availability. Reservations are not guaranteed and may be cancelled with little to no notice as priority is given to FSW events. Maximum reservation duration is one (1) hour. Performer must provide its own portable music, if desired. Performer will not be provided access to FSW’s sound system during a pre-performance practice.

**3. Responsibilities of FSW**

* Allow free arena admission to the Performer’s individual performers and sponsor/administrator. Additional adult tickets will be available at the Suncoast Credit Union Arena box office only on the day of the scheduled game/performance.
* Maintain communication regarding any changes or updates to game schedules.

**4. Responsibilities of Performer**

* Provide tasteful entertainment to FSW’s Athletics’ fans during the halftime performances agreed upon herein and adhere to the strict Maximum Allotted Minutes Allowed Per Performance stated herein.
* Notify FSW of any facility access requirements or changes in availability.
* Provide FSW’s Technology Team, through Athletics’ Public Engagement Director, any music needed for the performance no later than one (1) week prior to the performance. Music should be in MP3 or WAV file format.
* Upon the signing of this agreement, provide FSW with a certificate of insurance evidencing general liability, workers’ compensation and student accident (if students are performing) coverage. The Performer’s insurance carrier shall list FSW as an Additional Insured on its general liability policy.

 **5. Compensation**

* **There will be no remuneration between parties under this agreement.**

 **6. Cancellations & Rescheduling**

* Either party may cancel a performance preferably with at least 48 hours’ notice to the other party. Game times are subject to change with little to no notice. FSW reserves the right to cancel or reschedule the Performer’s appearance at any time. Performance is not guaranteed on any listed appearance dates.
* Cancellations due to weather or emergencies will be rescheduled at a mutually agreed time.

 **7. Term and Termination**

* This Agreement begins on [Start Date] and ends upon completion of all scheduled performances listed herein.
* This agreement is not automatically renewed; however, if mutually agreeable, the parties may enter a new agreement after this agreement terminates.

 **8. Indemnification**

The Performer, including the individuals performing if Performer is a group, agrees to hold harmless and indemnify FSW for any claims arising from the Performer’s performance or operation on FSW’s premises during the term of this Agreement.

**9. Signatures**

 **Florida SouthWestern State College**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Jason Dudley

VP, Business Affairs and Technology

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Performer]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_