BOISE STATE UNIVERSITY
LOCAL ENGAGEMENT AGREEMENT

THIS LOCAL ENGAGEMENT AGREEMENT (the "Agreement") is made this ___day of _____, 20__, by and between Boise State University (hereinafter referred to as "University") and _____ (hereinafter referred to as "Artist").

WITNESSETH: That the Parties hereto, for and in consideration of the covenants, conditions, agreements and stipulations set forth herein, including the Local Engagement Agreement Terms and Conditions, which are attached hereto and incorporated by reference herein, do hereby agree as follows:

1. NAME AND ADDRESS OF PLACE OF ENGAGEMENT:_____

_____

2. NAME OF ARTIST 1: _____
   - ☐ US Citizen
   - ☐ Permanent US Resident
   - ☐ Nonresident Alien

   NAME OF ARTIST 3: _____
   - ☐ US Citizen
   - ☐ Permanent US Resident
   - ☐ Nonresident Alien

   NAME OF ARTIST 2: _____
   - ☐ US Citizen
   - ☐ Permanent US Resident
   - ☐ Nonresident Alien

   NAME OF ARTIST 4: _____
   - ☐ US Citizen
   - ☐ Permanent US Resident
   - ☐ Nonresident Alien

3. NUMBER OF ARTISTS: _____If more than Artist(s) listed above, attach additional sheets including the name and citizenship status of each Artist(s).

4. LOCATION FOR SALE OF MERCHANDISE, IF ANY:_____

5. PERCENTAGE OF GROSS RECEIPTS FROM MERCHANDISE SALES ALLOCATED TO SPONSER: _____%

6. TYPE OF ENGAGEMENT: ☐ Speaker ☐ Dance ☐ Concert ☐ Other: _____

7. DATE(S) AND TIME(S) OF ENGAGEMENT (Attach additional pages if necessary): _____

_____

8. COMPENSATION: ☐ FLAT GUARANTEE $_____
   Flat Guarantee to be paid by University check(s):
   - ☐ Full amount at the conclusion of the engagement, or;
   - ☐ 50% as a deposit, 60 days before date of engagement; 50% at the conclusion of the engagement.

   ☐ PERCENTAGE OF GROSS RECEIPTS (_____%)

   Payments to or on behalf of nonresident alien Artist(s) are subject to 30% tax withholding absent a copy of a Central Withholding Agreement with the Internal Revenue Service – see Treas. Reg. §1.1441-1(b)(2)(ii)

9. COMPLIMENTARY TICKETS: NO. _____ TYPE_____

   UNUSED TICKETS MUST BE RETURNED TO UNIVERSITY TO SELL BY: *(date and time)* _____

10. SPECIAL PROVISIONS (Attach additional pages if necessary.): _____

_____

ARTIST(S):

_____
Print Name of Signatory Artist(s)

X _____
Signature of Signatory Artist or Representative

_____
Signatory's Address

_____
City, State, Zip

(___) _____
Phone

BOISE STATE UNIVERSITY

_____
Print Name of University Representative

X _____
Signature of University Representative
1910 University Drive, Boise, ID 83725

Artist Initials ____
University Initials ____

Boise State University
LOCAL ENGAGEMENT AGREEMENT TERMS AND CONDITIONS

1. DEPOSITS & METHODS OF PAYMENT: Artist must furnish University with a fully executed Agreement no later than thirty (30) working days prior to the date of this performance. Compensation will be by Boise State University check. The method of payment (flat guarantee or participation in percentage) shall be as designated on the attached Local Engagement Agreement. In the case of flat guarantee monies, payment due at the conclusion of the engagement is to be made immediately following the engagement, unless there has been due cause to adjust the amount of payment or, if the fully executed contract was not received thirty (30) working days prior to performance. In such a case, the appropriately adjusted check will be mailed to the Artist within twenty-one (21) days after the engagement. In the case of participation in the percentage of gross receipts, payment will be mailed to the Artist within twenty-one (21) days after the engagement and will be in accordance with the final ticket audit prepared by the University and approved by the Artist's representatives. If the method of payment is not indicated on the attached Local Engagement Agreement, the payment shall be calculated as a flat guarantee.

2. NOTIFICATION: Artist or Artist's authorized representative must call the University's representative (identified below) at least twenty-four (24) hours prior to the performance, stating the expected time of arrival of the Artist and equipment, mode of transportation, where the Artist is staying and any other information pertinent to implementation of this Agreement. If delays are incurred en route to the performance site that might affect the rehearsal time and/or performance time, timely notification must be given by the Artist's representative to the University's representative(s).

UNIVERSITY'S REPRESENTATIVE(S) PHONE NUMBERS

	office:	_____
_____	home:	_____
	office:	_____
_____	home:	_____
	office:	_____
_____	home:	_____

3. TRANSPORTATION: Transportation and housing arrangements will be the responsibility of the Artist unless otherwise specified in this Agreement. In the event that transportation is at any time furnished by the University to the Artist and/or Artist's entourage, then in consideration of the foregoing, the Artist and/or Artist's entourage hereby release and forever discharge the University of and from all liability, claims, actions and possible causes of action whatsoever that may occur to the Artist and/or Artist's entourage from every and any loss, damage and injury (including death) that may be sustained by the Artist, the Artist's entourage, or property of same during the course of said transportation.

4. EQUIPMENT: The University understands and Artist confirms that the Artist is a completely self-contained show and will not require supplemental musicians, equipment, musical instruments or other services by and/or at the expense of the University unless otherwise specified in the Local Engagement Agreement, and any attachments to the Local Engagement Agreement, including any Tech Rider. The Artist agrees that if University provides supplemental musicians, equipment, musical instruments or other services, Artist shall pay for all costs incurred by University or same will be deducted from amounts due Artist. All equipment provided by the University shall remain under complete supervision, direction, and control of the University. All equipment provided by the Artist shall remain under the complete and constant supervision, direction and control of the Artist and the University is not responsible for any of Artist's equipment.

5. FORCE MAJEURE: The parties are hereby relieved of any liability if unable to meet the responsibilities of this contract because of any "Act of God", riots, epidemics, strikes, any act or order of public authority, any other cause similar or dissimilar beyond the control of the Parties (a "Force Majeure Event"); and the University shall not be held responsible if, due to the occurrence of a Force Majeure Event, it is unable to provide a venue on the date and time when the engagement herein contracted for is scheduled. Furthermore, if a Force Majeure Event occurs, the University is not liable for any damages which the Artist, Artist's group, or representative might suffer.

6. CANCELLATION: If for any reason except due to a Force Majeure Event this Agreement is cancelled by the Artist or a change of date is required by the Artist, the Artist agrees to reimburse the University for its bona-fide out-of-pocket expenses. All such expenses shall be determined by University and will be presented to the Artist or Artist's authorized representative with substantiation within thirty (30) days following the date(s) of planned performance, and the Artist shall reimburse University by check made payable to Boise State University within ten (10) days following receipt of such statement. These expenses may include, but are not limited to, ticket printing, brochure and poster design and printing, program printing, advertising, and staff planning and production time.

7. DELAY OF PERFORMANCE: The University, at its sole discretion, reserves the right to prorate and/or adjust the payment for the services rendered, or to cause this contract to be null and void if, in its judgment, undue delays or damages, regardless of cause, on the part of the Artist and/or any and all of Artist's employees or representatives, effect a time later than that herein stipulated for the commencement of the performance(s).

8. RESCHEDULING PERFORMANCE: If this contract is cancelled by the Artist pursuant to the terms of the cancellation clause contained herein, and, if requested by University, the Artist hereby agrees to reschedule the performance at the earliest possible date which is convenient for both parties and under the terms of this Agreement. The decision to reschedule or not is at the sole discretion of the University.

9. INABILITY TO PERFORM: If the Artist arrives at the performance within a reasonable time prior to the scheduled performance under the influence of intoxicating beverages, narcotics, or drugs, and as a result thereof, in the sole opinion of the University, the Artist cannot render said performance within the reasonable expectations of the University, then the University shall consider this as a breach of this Agreement by Artist and the Agreement shall immediately terminate and University may seek such other and further relief as may be provided by law.

10. REPRODUCTION OF PERFORMANCE: The University agrees to prevent, to the best of its ability, the filming, broadcasting, recording, or reproduction by radio, television, or any other device, of the performance(s) without written permission of the Artist. Conversely, written permission of the University shall be required for any filming, broadcasting, recording, or reproduction by radio, television, or any other device, of the performance(s) by the Artist, agent, or any other person. Artist shall grant to University the right to photograph said performance for publication in student publications including, but not limited to the campus newspapers, yearbook, admission recruitment slide shows, and other college publications. Artist shall further grant to University the right to film or record the performance for the purposes of addition to the University's video and/or audio archive.

11. EXCLUSIVITY OF PERFORMANCE: It is agreed that all public appearances by the Artist during the time period commencing forty-eight (48) hours prior to the first performance and continuing forty-eight (48) hours after the final performance contemplated in this Agreement, in or about the city of Boise, Idaho shall be approved by the University. It is further agreed that the performance is open to the public and the Artist agrees not to give a public performance within a ninety (90) mile radius of the University's location within three (3) weeks before or after appearing at Boise State University without the approval of the University.

12. COMPLIMENTARY TICKETS: The Artist is entitled to complimentary tickets as indicated on the attached Local Engagement Agreement, but the University will release these tickets if they are not properly assigned by the Artist or picked up by guests or Artist's representative by the mutually agreed time indicated on the attached Local Engagement Agreement. The value of these tickets will not be included in the value of the gate sales and thus excluded from any percentage payments.

13. IDENTIFICATION OF Artist: The Artist is in reality a group consisting of certain key personnel and equipment. Since the essence of this Agreement concerns these specific personnel and their function(s), personality(ies), talent(s), and special or necessary equipment which is recognized as a unique unit, the University will pay the fee specified in the Agreement only if the Artist performing is in fact the Artist agreed upon. If in the case of a group

Artist Initials ____
University Initials ____

the entire group does not perform, or if the Artist is not the Artist specified in this Agreement, payment of the fee will be withheld until an adjustment is made between the University and the Artist or Artist's agent. Artist shall not assign or subcontract any of its obligations under this Agreement without the advance consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation, to terminate this Agreement without waiver of any other right or remedy upon notice of Artist's assignment in violation of this paragraph.

14. THIRD PARTY OBLIGATIONS: Union fees, welfare, and insurance obligations are a part of the cost of production and are to be included by Artist in the compensation specified in the Agreement. Therefore, the University shall not be responsible for the direct payment of these obligations. University will not be held responsible for any rules, regulations, or policies of any Third Party which are not a party to this Agreement.

15. LIMITATION OF AGREEMENT AND TERMS AND CONDITIONS: No oral representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Agreement. This Agreement contains all terms and conditions agreed upon by the parties hereto, and may not be amended other than by mutual agreement in writing.

16. INDEPENDENT CONTRACTOR: It is specifically agreed that the Artist in fulfilling the terms and conditions of this Agreement, is acting as an independent contractor and not as an agent or employee of the University. It is further understood that the Artist agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to federal and state social security laws, employee compensation and unemployment insurance or contributions, income, taxes, public liability insurance requirements; and Artist will hold University harmless against any such laws. The Artist agrees to carry adequate public liability insurance to pay all taxes and fees incident hereunto and all other insurance or indemnity protection required to otherwise protect and hold harmless the University from any and all liability provided for in this Agreement.

17. NONRESIDENT ALIENS: If the Artist is a nonresident alien individual, partnership, or corporation, the Artist or Artist's representative expressly covenants and agrees to perform all obligations and to cooperate fully with University to provide necessary documentation to determine proper withholding, if any, of U.S. taxes from payment to contractor in accordance with Internal Revenue Code and Federal Regulations promulgated there under. In the event Artist is a nonresident alien, Artist shall be subject to 30% tax withholding. Artist or Artist's representative assumes all liabilities as the withholding agent pursuant to the requirements of the Internal Revenue Code and the Federal Regulations promulgated there under.

18. CONTRACT AUTHORITY: If this Agreement is signed by Artist's agent, the agent expressly warrants that he/she has full and current legal authority to act and contract on behalf of the Artist and is authorized by Artist to execute this Agreement for Artist for this engagement at the time and place specified in this Agreement.

19. CONTROL OF PERFORMANCE AND DAMAGES: The Artist will control the details and manners of performance, but it is agreed to and understood that University shall have the right to direct Artist to discontinue any activity constituting violation of a state statue, applicable ordinances, Idaho State Board of Education or University policies, or directions of lawful authority. Artist agrees to conduct its activities so as not to endanger any persons or property and shall indemnify, defend, and save harmless the University against any and all claims, costs or expenses, or loss, injury, or damage to persons or property, including claims of employees of the Artist, or Artist's contractor or subcontractors, arising out of the actions, activities or omissions conducted by the Artist, its contractors, subcontractors, agents, members, or guests. Damages to the premises, equipment or properties caused by Artist or Artist's personnel, either intentionally or through negligence, will be paid by Artist and may be deducted from the fee paid Artist. Nothing herein should be construed as a limitation of Artist's liability. It is agreed that University has final control over all matters pertaining to any performance held under its auspices.

20. MERCHANDISE: Sales of souvenir items by Artist or Artist's representative(s) is permitted upon written approval of University and only in the location identified on the Local Engagement Agreement at the performance. The sale of these items is the sole responsibility of the Artist. The University shall be entitled to a percentage of the gross receipts of such sales, as indicated on Local Engagement Agreement, to be paid to the University at the conclusion of the performance. Payment of all applicable sales tax on the Artist's portion of souvenir item income is the responsibility of the Artist.

21. PROMOTIONAL MATERIAL: It is understood that the Artist and/or Artist's representative(s) will provide a reasonable quantity of current biographical and promotional material, including but not limited to photographs of the Artist, (collectively, the "Promotional Material") to the University at the time of the signing of this Agreement in order to assure an adequately promoted performance. Artist grants to University the right to use Artist's name and/or image and all Promotional Material for promotional purposes. Artist shall indemnify University from any third party claim that the University's use of the Promotional Material infringes any patent, trademark, copyright or other intellectual property right enforceable in the United States, except to the extent that the claimed infringement is based on or results materially from any use by the University of the Promotional Material other than in accordance with this Agreement.

22. PROGRAM: If the Artist requires a preprinted house program, then the Artist or Artist's representative shall deliver all program copy to the University at least thirty (30) days before the date of this engagement. If program copy is not received thirty (30) days in advance, then all charges incurred for overtime printing, typesetting, or any other cost resulting from the failure to furnish copy on time shall be deducted from the fee which would otherwise be due from the University. The University reserves the right to edit program material submitted by Artist.

23. TECHNICAL SPECIFICATIONS: In order to provide the highest quality production of this performance, a current Artist's technical specification sheet must be attached and made part of this contract. If the Artist and/or Artist's personnel make any changes in the technical requirements after the signing of this Agreement, the University reserves the right to renegotiate the terms of this Agreement, including the right to terminate the Agreement if, in University's sole judgment, unreasonable changes are required.

24. DISCRIMINATION: The Artist agrees and warrants that in the performance of this Agreement he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, or national origin in any manner prohibited by the laws of the United States or the State of Idaho and furthermore agrees to provide the Commission on Human Rights and Opportunities (the "Commission") with such information requested by the Commission concerning the employment practices and procedures of the Artist as related to the provisions of this section.

25. CERTIFICATIONS**:** University is prohibited by state law from entering into certain contractual agreements. [Party] hereby certifies that: (i) pursuant to Idaho Code Section 67-2346, if it is a company, if the total value of the contractual agreement exceeds one hundred thousand dollars ($100,000) and it employs ten or more persons, it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control or a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code; (ii) pursuant to Idaho Code Section 67-2359, if it is a company, it is not currently owned or operated by the People's Republic of China led by the Chinese communist party and will not for the duration of the Agreement be owned or operated by the People's Republic of China; and (iii) except to the extent this Agreement is a contract or commercial transaction that is subject to a federal law related to Medicaid or a contract with a hospital as defined in Idaho Code, Section 39-1301, it is not an abortion provider or an affiliation of an abortion provider under the No Public Funds for Abortion Act. The terms in this section defined in Idaho Code Section 67-2346, Idaho Code Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein. This certification is made solely to comply with the Idaho statutes referenced herein and to the extent such section does not contravene applicable State or federal law.

Artist Initials ____
University Initials ____

26. No Diversity Training or DEI Services: The Parties hereto acknowledge that no part of the engagement described herein shall directly or indirectly, administer, conduct, promote, or sponsor diversity, equity inclusion efforts in violation of state or federal law or executive orders, and no part of the engagement shall include any aspect of "diversity training" prohibited by Idaho Code Section 5909D or "DEI" programming restricted under any applicable federal award terms, executive orders, or applicable state or federal laws. No part of the engagement may include coordinating, developing, designing, implementing, organizing, planning, or promoting any activities, programs, policies, or practices relating to diversity, equity and inclusion in violation of Idaho Code Section 67-5909D.

27. GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

28. OFFICIAL, AGENT, and EMPLOYEES OF UNIVERSITY: In no event shall any official, officer, employee or agent of University be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

29. CHECK REQUIREMENTS: The following information must be completed to enable University to issue a check for payment of fees due under the Local Engagement Agreement:

Name to appear on check: _____

Accounts Payable Supplier ID Number: _____

Address: _____

City, State, Zip: _____

Phone: _____

28. COUNTERPARTS: The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.