

[6A] Publicized title of event: _____

1. If music is to be performed, the parties agree to abide by the following copyright and performance provisions:
 - A. The User hereby assures that all necessary copyright and royalty licenses have been obtained from ASCAP, BMI, SESAC and any other performing rights organization or the copyright owner for the performance to be presented under the terms of this agreement.
 - B. The User agrees to provide the Institution the prior written consent of SESAC, Inc. or the copyright owner for copyrighted music or work for which SESAC is the licensing agent.
 - C. The User agrees to indemnify, hold harmless and defend the Institution and the State of Tennessee from and against any and all claims, demands or suits which may be brought for copyright infringement allegedly arising in the course of the performance presented under the terms of this agreement. Such indemnification shall extend to both criminal and civil actions and shall include any and all loss, damage, penalty, court costs or attorneys' fees incurred by the Institution as a result of such infringement.
 - D. The Institution shall promptly notify the User of any such claim brought against the Institution or the State of Tennessee. The settlement or compromise of any claim brought against the Institution or the state shall be subject to the approval of the appropriate state officials, as required by T.C.A. Section 20-13-103.
2. The parties agree to comply with applicable state, federal and municipal laws, rules and regulations, including but not limited to, any applicable non-discrimination or affirmative action requirements.
3. The User warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to an officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the User in connection with work contemplated or performed relative to this agreement, except as provided herein.
4. Any and all claims against the Institution for personal injury and/or property damage resulting from the negligence of the Institution in performing any responsibility specifically required under the terms for this agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the Institution shall be expressly limited to claims paid by the Board of Claims or Claims Commission pursuant to T.C.A. Section 9-8-301, et. seq.

External User: _____ Date: _____
External User Signature *Print Name*

Approved Disapproved

Facility Authorization: _____ Date: _____
Administrative Officer / Event Coordinator Signature *Print Name*

Approved Disapproved

Administrative Authorization: _____ Date: _____
Department Dean / Administrative Officer Signature *Print Name*