



# Middletown Township Public Library

## Performance Contract

THIS CONTRACT is made on \_\_\_\_\_ between the Middletown Township Public Library (MTPL)  
(date)

and \_\_\_\_\_ upon the following terms and conditions:  
(Performer)

TITLE OF PERFORMANCE : \_\_\_\_\_

DATE AND TIME OF PERFORMANCE: \_\_\_\_\_

COMPENSATION FOR PERFORMANCE: \$ \_\_\_\_\_ Make check out to: \_\_\_\_\_

ADDRESS TO MAIL CHECK: \_\_\_\_\_

TERMS OF PAYMENT: payment in full will be made within 30 days of the Performance in the form of a check from MTPL. All contracts exceeding \$299 must be accompanied by a valid NJ Business Registration Certificate (BRC) and a W-9.

### Terms of Agreement

1. In the event that the Performance shall be prevented by inclement weather or other unforeseen circumstances beyond the control of either party, MTPL and the Performer agree to reschedule at a mutually convenient date and time within one year from the Performance date.
2. The Performer shall indemnify and hold MTPL harmless from any claims or damages which arise from the Performer's negligent or intentional acts or omissions.
3. In the event that travel expense reimbursement is included as compensation, the Performer shall provide MTPL with receipts or similar documentation adequate to confirm the expenses incurred.
4. If physical activity or a demonstration by the audience is part of the program, the presenter will inform MTPL prior to the program and provide a valid Certificate of Liability Insurance.
5. This Contract is a personal services contract, and is not assignable by either party absent the prior consent of the other party.
6. This contract represents the entire agreement of the parties hereto, and may not be amended except in writing signed by the parties, and replaces any and all prior performance contracts between the parties.

7. I have read and agree to the terms and conditions of the MTPL Policy for Library Programs. I understand that any violations of this policy shall result in the automatic rejection of all future program requests for a minimum of one year. Repeated violators will be permanently prohibited from presenting library programs at Middletown Township Public Library.

**Middletown Township Public Library**

55 New Monmouth Road, Middletown, NJ  
07748

Name of Representative:

\_\_\_\_\_

Title: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Performer**

Name of Representative:

\_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_ hereby grants MTPL the right to record the  
(performer)

performance (audio, still, and video). MTPL may retain the video, still or audio recording and/ or the digital version of the recording. MTPL reserves the right to use all or part of the Performance recording for the purpose of sharing with the community, such as posting on its website or another website (such as YouTube).