

Performer Agreement

This Agreement is entered into as of _____, 20__ between the _____, on behalf of the Department/College/School/Division of _____ (“University”) and _____ (“Performer”) through _____ (“Agent” who warrants Agent is authorized to represent Performer and legally bind Performer to the Agreement), the forgoing referred to collectively as the “Parties”.

← Check box if Performer is not represented by an Agent.

ENGAGEMENT:

Performer will perform as follows:

Day/Date: _____ Time: _____

Location: _____ Rain Location: _____

Topic or Type of Performance: _____

Additional activities to be included in Performer’s schedule:

1. OBLIGATIONS OF PERFORMER:

- a. Performer will be present at the location of the engagement at least ____ minutes in advance to complete technical arrangements and set-ups. All sound checks and rehearsals, if any, must be completed at least ____ minutes prior to the performance starting time.
- b. Performer or Agent will ____ will not ____ provide a press kit to University. If required, the press kit must be received two weeks prior to the engagement.
- c. If for any reason, except an act of natural phenomenon, illness, strike, riot, or other legitimate reason beyond his/her control, Performer fails to complete the engagement as required herein, Performer or Agent will reimburse University for its actual expenses incurred immediately upon presentation of a statement of such expenses.
- d. If Performer arrives at the location of the engagement or performs under the influence of intoxicating beverages, narcotics, or drugs, University may cancel this Agreement with no liability on the part of University.
- e. Performer and Agent warrant Performer will not commit any slander or incite the listeners to an imminent threat of riot, civil disorder, or other illegal act. Performer and Agent agree to indemnify, defend and hold University, its System, its components, regents, officers, agents, and employees, harmless from any claims, losses, suits, proceedings, damages and liabilities, including attorney’s fees, for property damage, personal injury, death, or any other cause of action that arises out of or is based, in whole or in part, upon any act or failure to act by Performer and Agent and/or their officers, agents, and employees in performing the Services under this Agreement. Performer and Agent will reimburse University for any legal or other expenses incurred by University in connection with investigating or defending against such claims, losses, suits,

proceedings, damages or liabilities, as and when such expenses are incurred. University reserves the right to settle any claim, proceeding, or suit at any time.

- f. Any royalty fees, BMI, ASCAP, SECAC, AGVA or union dues which may be required in addition to the compensation for artist's services agreed upon are the responsibility of Performer or Agent not University.
- g. Performer and Agent agree to abide by all University, local and state regulations, laws, ordinances, and policies, which may be applicable in the performance of meeting the conditions specified in this Agreement.
- h. It is understood and agreed that Performer will not solicit funds or contributions either directly or through the sale of materials unless prior written permission is obtained from University ____ days prior to the performance.
- i. It is specifically agreed that Performer, in fulfilling the terms and conditions of this Agreement, is acting as independent contractors and not as agents or employees of the University.

2. OBLIGATIONS OF UNIVERSITY:

- a. University will provide the facility and security, if necessary, for the engagement. Additional facilities and equipment to be provided:
- b. University will publicize the engagement according to its own policies and procedures.
- c. University may provide a photographer, and all negatives and prints will remain the property of University with the condition that they will not be used for commercial gain or any other purpose other than University promotional materials.
- d. University may ____ may not ____ video record the event. If permission is given for video recording, the following portion may be recorded:

If the event is video recorded, all tapes shall remain the property of University with the condition that it will not be used for commercial gain or used by any other than University.

- e. University will provide food, lodging and transportation as detailed below [if none, state "NONE"]:
- f. University is hereby relieved of any liability if unable to meet the responsibilities of the agreement because of any natural phenomenon, riots, epidemics, strikes, and act or order of public authority, or any other cause similar or dissimilar beyond the control of University. Furthermore, if such acts or conditions occur, University is not liable for any damage which Performer, his/her employees, or representative might suffer.

- g. University shall be the only party authorized to issue complimentary tickets to the performances; however, upon request by the Performer or Agent no later than _____ working days prior to the performance a maximum of _____ complimentary tickets shall be given to Performer or Agent.
- h. University or Performer can terminate this agreement in writing at any time with _____ days notice. University shall only be liable for payment of services and expenses incurred prior to termination.

3. COMPENSATION:

- a. The total amount to be paid to Performer under this agreement shall not exceed: \$_____.
- b. The total amount of obligation to University will be limited to \$_____ paid to Performer and \$_____ paid for food, lodging and transportation.
- c. Subject to the Payment Terms under the Texas Government Code § 2251, University agrees to issue the Performer or Agent a direct deposit payment immediately following the engagement provided Performer or Agent returns this Agreement three (3) weeks prior to the engagement. Note that direct deposit payments may not appear in the Performer bank account for two to four business days following the engagement depending on the Performer bank institution. No deposits or advance payments can be made prior to the performance due to restrictions on the expenditure of University funds.

4. GENERAL PROVISIONS:

- a. This Agreement shall be governed and interpreted under the laws of the State of Texas.
- b. All applicable laws, regulations, and University policies and procedures relative to conduct on University premises shall govern the services provided under this Agreement.
- c. All contracts require the written approval of appropriate University officials at least five days prior to the performance.
- d. In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Performer certifies that it is not ineligible to receive this Agreement and payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment if this certification is or becomes inaccurate. Performer acknowledges that, in accordance with Section 403.055 of the Texas Government Code, as applicable, if the Texas Comptroller of Public Accounts is currently prohibited from issuing a warrant to Performer, Performer agrees that payments under this Agreement will be applied to the debt or delinquent taxes owed to the State of Texas until the debt or delinquent taxes are paid in full.
- e. Execution of this Agreement constitutes Performer's and Agent's acceptance of the authority of University, the Texas State Auditor and/or their designated representative (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Performer and Agent each agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.

- f. Alternative Dispute Resolution
To the extent Chapter 2260 of the Texas Government Code is applicable to this Agreement and not preempted by other law, the dispute resolution process provided by Chapter 2260 and the rules adopted by the Texas Attorney General will be used by the Parties to attempt to resolve any claim for breach of contract made by Performer against University that cannot be resolved in the ordinary course of business.
- g. This Agreement and any written modifications of it constitute the sole Agreement of Parties; any oral agreements or understandings in conflict with this Agreement shall be void.
- h. Any and all modifications of this Agreement shall be in writing hereon or attached hereto and signed or initialed by all Parties. Facsimile copies are not acceptable.
- i. The obligations to be performed under this Agreement are performable in Harris County, Texas.
- j. All notices and communications between Parties must be directed to the following authorized agents of Parties at the address shown below:

University:

Performer:

With a copy to:

Agent:

- k. The representative of University, in signing this contract, signs it in a representative capacity and does not assume any personal liability for meeting the terms of the Agreement.
- l. Notwithstanding any other provision in this Agreement to the contrary, there shall be no agreement between Parties respecting the subject matter of this document until this document is accepted and signed by all Parties listed below. Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- m. Performer must check the appropriate box. The Performer **IS NOT BOTH** an **individual** and a **Foreign National** (i.e., is not a U.S. Citizen or U.S. Resident Alien) or the Performer **IS BOTH** an **individual** and a **Foreign National** . A Performer who is **BOTH** an individual and a Foreign National must complete the Foreign National Information Addendum located on the University of Houston website (<http://www.uh.edu/legal-affairs/contract-administration/contract-documents/amendments-addenda/>) and submit it with this Agreement to the University. This information is required to ensure that the Performer is eligible to receive payment and that the correct tax withholding, if any, is applied to that payment. The Foreign National Addendum must be submitted to the University at least three weeks before services will be performed under this

payment. The Foreign National Addendum must be submitted to the University at least three weeks before services will be performed under this Agreement. Performers who are not Foreign Nationals are not required to attach the Foreign National Information Addendum to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

PERFORMER

Signature Date
Name:_____
Title:_____

Signature Date
Name:_____
Title:_____

Signature Date
Name:_____
Title:_____

Business: _____
Address:_____

Dept. Address:_____

Attn:_____

AGENT

Signature Date
Name:_____
Title:_____

Business:_____

Address:_____

Note: Modification of this Form requires approval of OGC