

## University of Wisconsin-Superior Entertainer & Public Speaker Contract

THIS CONTRACT for the personal services of Entertainers or Public Speakers for the engagement described below is made between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Superior (herein called University) and the undersigned performer or speaker (herein called Artist, even though there may be more than one person.)

<b>Artist arrangements are made through:</b>		<b>University arrangements are made by:</b>	
Agent or Artist Name:		Contact Person:	
Stage Name:		Department:	
Address (not a PO#):		Campus Address:	
Email:		Email:	
Phone:	Fax:	Phone:	Fax:

1. Event Description: \_\_\_\_\_
2. UW-Superior Event Location: \_\_\_\_\_
3. Nature of services provided by Artist: \_\_\_\_\_
4. Nature of services/items provided by University: \_\_\_\_\_
5. Date: \_\_\_\_\_ Time: \_\_\_\_\_ Length: \_\_\_\_\_
6. Breaks not to exceed \_\_\_\_\_ minutes.
7. Time of Payment: \_\_\_\_\_ (no advance payments or deposits will be made)

<b>8. Amount Payable is:</b>	<b>9. Payment will be issued in the form of a check issued by the State of Wisconsin</b>
Services:	Check payable to: (Artist or Agent)
Lodging:	Legal Name:
Meals:	Social Security or Federal Employer ID #:
Transportation:	Address (Not a PO#):
Other:	
Total:	

**10. WITHHOLDING REQUIREMENTS:**

- 10.1. Non-Wisconsin resident artists are required either to obtain a waiver from the Wisconsin Department of Revenue at least THIRTY (30) days prior to the date of performance or to file a bond or place a security deposit with the Wisconsin Department of Revenue at least SEVEN (7) days prior to the date of performance to assure payment of State of Wisconsin income taxes if total compensation earned (paid directly to or on behalf of Artist) from performances in Wisconsin will exceed \$3,200.00 in the calendar year. If the non-Wisconsin resident Artist does not provide proof to the University at least SEVENTY-TWO (72) hours prior to the engagement that such bond or security deposit was filed with the Wisconsin Department of Revenue (or a waiver of the same was received), state law provides that the University, shall deduct 6% of the total performance contract price and remit this amount to the State of Wisconsin for state income tax purposes.
- 10.2. In cases where an individual U.S. resident will be paid, withholding is required at the rate of 31% on payments for services if the payee's social security number is not provided.
- 10.3. Non-U.S. Resident Aliens: The appropriate tax will be withheld based on IRS Section 1441 and existing tax treaties. Withholding is required at 30% (less pro-rated personal exemption amount) on payments for services unless:
  - (a) Income is non-U.S. source.
  - (b) Payment is effectively connected with a U.S. trade or business and individual has filed Form 4224, or
  - (c) Income is partially or totally exempt or subject to a reduced withholding rate due to a tax treaty or

pro-rated personal exemption amount and individual has filed Form 8233 to claim the exemption or reduced rate.

**To assist you in meeting this requirement, contact: State of Wisconsin, Revenue Audit Bureau, P.O. Box 8906, Madison, WI 53708 or call 608/266-3645.**

**11. ARTIST'S CONDUCT AND OBLIGATIONS:**

- 11.1. Details and manner of performance are under the control of Artist or, in instances where a group is involved, the leader of the Artist. However, the University has the right to direct Artist to discontinue any activity constituting violation of University policy, as well as any federal, state or local laws.
- 11.2. Any requirements that University comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by University, in writing, in advance of the contract execution or are made part of this agreement prior to the signing of the agreement by the University.
- 11.3. Anticipated starting times specified in the contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence Artist is required to be at place of performance a sufficient period of time before performance starting time so as to permit timely production. The Artist or agent shall notify the University at least FIVE (5) days prior to the engagement of the expected arrival times of Artist and/or Artist's materials and personnel.
- 11.4. Artist agrees to furnish payment to the University for actual appearance preparation costs in the event of a late cancellation, late appearance, or non-appearance within THIRTY (30) days after billing.
- 11.5. In the event that the Artist arrives at the engagement site noticeably under the influence of intoxicating beverages, narcotics, or drugs, the University reserves the right to make adjustment to the fee prior to payment or to cancel the engagement without payment.
- 11.6. The University is a smoke-free environment. The Artist agrees to refrain from smoking while within all University facilities and alternate educational sites including backstage areas and dressing rooms.
- 11.7. The Artist is solely responsible for payment of royalty fees or dramatic rights and dramatic musical works and/or performance fees, fees required by unions and similar costs. The Artist shall indemnify the University against any liability or damages, including attorney fees, which may arise as a result of any violation by Artist of copyright laws.
- 11.8. In connection with the performance of work under this contract, the artist agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wisconsin State Statutes §51.01 (5), sexual orientation as defined in §111.32(13m), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except (as defined in §16.765) with respect to sexual orientation, the Artist further agrees to take affirmative action to ensure equal employment opportunities. The Artist agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

**12. INDEPENDENT CONTRACTOR:**

It is understood that the Artist executes this agreement as an independent contractor and is not an employee of the University. As such, the parties will each be responsible for their own acts of negligence as determined by law.

**13. CANCELLATION:**

- 13.1. Either party may cancel this agreement without obligation to the other if cancellation notice is received in written form at least TWENTY ONE (21) days before appearance date.
- 13.2. If, due to illness, accident, or other causes legally known as Acts of God, Artist or University is forced to cancel a contract, neither party, nor any representative, shall be liable for any payment provided written evidence of said conditions(s) is submitted at the time of cancellation.

**14. DISPUTES:**

- 14.1. In the event an on-site dispute shall develop between Artist and University, action to resolve the same shall be delayed if the Artist requests, until a representative of the local applicable union has been advised of same and has been given an opportunity to participate in the resolution thereof. However, in no event shall such procedures be deemed to excuse Artist's delay in timely performance more than 15 minutes.
- 14.2. This Contract and any proceedings conducted hereunder shall be governed and construed under the laws of the State of Wisconsin.
- 14.3. Disputes regarding the terms of this Contract or claims arising out of its execution or performance shall be resolved in a Wisconsin court with competent jurisdiction.
- 14.4. Legal representation of the University is provided by the State of Wisconsin Attorney General's Office or designee, according to Wisconsin law. Without legislative action, the University is not authorized to enter into any contract which may include binding arbitration or indemnification clauses.

15. LIABILITY:

- 15.1. The University, as an agency of the State of Wisconsin, is self-insured for liability protection. Such protection applies to the University and its employees only. Artist and all other individuals and organizations must provide their own liability insurance.
- 15.2. The Board of Regents of the University of Wisconsin System agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Board of Regents further agrees to hold harmless the Artist, its officers, agents and employees from any and all liability, including claims, demands losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with this Entertainer and Public Speaker Contract where such liability is founded upon or grows out of the negligent acts or omissions of any of the officers, employees or agents of the University while acting within the scope of their employment and where protection is afforded by Wisconsin Statutes §§ 893.82 and 895.46(1).
- 15.3. Artist agrees to hold the University harmless from any loss, claim, damage or liability of any kind involving Artist, an employee, officer or agent of Artist arising out of or in connection with this Entertainer and Public Speaker Contract except to the extent that it is founded upon or grows out of the negligent acts or omissions of any of the officers, employees, or agents of the University while acting within the scope of their employment where protection is afforded by §§ 893.82 and 895.46(1), Wisconsin Statutes.
- 15.4. Damages to the premises, equipment or properties of University caused by Artist or Artist's staff, either intentionally or through negligence, will be paid for by Artist or deducted from the amount payable at the University's option.
- 15.5. The University assumes no responsibility for equipment, costumes, etc. utilized by Artist, except in such instances where University agrees, in writing, to accept custody of same, and then only to the extent that loss or injury is occasioned by the negligence of an employee, officer or agent of the University acting within the scope of their employment.

16. OTHER:

- 16.1. No performance or engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, unless there is a specific written agreement with the Artist relating to and permitting such recording, reproduction, or transmission. The University will make a reasonable effort to prevent individuals from doing so.
- 16.2. All transportation, meal and lodging arrangements will be the responsibility of the Artist unless otherwise specified in this contract.
- 16.3. The University will not be responsible for providing any equipment or staff not specifically stated in this Contract.
- 16.4. Sale of any souvenir items or programs by Artist shall only be permitted upon specific written agreement with University at least TWENTY ONE (21) days prior to date of engagement, and then subject to the terms thereof.
- 16.5. The representative of the Artist in signing this contract expressly warrants that it is authorized by the Artist to fully execute this contract.
- 16.6. If the Artist is represented by an agent, the agent shall exercise due care to ensure that the Artist understands his/her responsibilities and obligations under the terms of this Contract.
- 16.7. The Representatives of the University, in signing this contract, warrant that they sign as properly authorized representatives of the University of Wisconsin-Superior.

17. ENTIRE AGREEMENT AND NOTICE:

- 17.1. This Entertainer and Public Speaker Contract together with any rider attached hereto by Artist, or his/ her agent, contains all the terms and conditions agreed to and may not be altered or amended unless in writing signed by both parties. No oral representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding unless incorporated by writing in this Contract.
- 17.2. To the extent that any of the terms and conditions contained in any attachment hereto by Artist or his/her agent, are in conflict with or contradictory to any of the terms of this Contract, the terms contained in this Entertainer and Public Speaker Contract will be controlling.

The parties have agreed to and executed this document as of the dates indicated below:

For the State of Wisconsin on behalf of the Board of Regents of the University of Wisconsin System, UW-Superior, P.O. Box 2000, Superior, WI 54880	Accepted by Artist/Agent:
Signature:	Signature:
Print or type the following:	Print or type the following:
Name:	Name:
Title:	Title:
Date:	Date:

## Request for Taxpayer Identification Number and Certification

<b>Name:</b>	
<b>Business Name</b> , if different from above	
<b>Check appropriate box:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Limited liability company Enter the tax classification ( <i>D=disregarded entity, C=Corporation, P= Partnership</i> ) _____	
<b>Address</b> (number, street, and apt. or suite #)	
<b>City, State, and Zip Code</b>	
<b>Taxpayer Identification Number (TIN)</b>  <i>Enter your TIN in the appropriate box. The TIN provided must match the names given above to avoid backup withholding. For individuals, this is your social security number. For other entities it is your employer identification number.</i>	<b>Social Security Number</b>          <b>Employer Identification Number</b> 
<b>Certification</b> Under penalties of perjury, I certify that: <ol style="list-style-type: none"> <li>1. The number shown on this form is my correct taxpayer identification number, and</li> <li>2. I am not subject to backup withholding due to failure to report interest and dividend income, and</li> <li>3. I am a U.S. citizen</li> </ol>	
<b>Sign here:</b>	<b>Date:</b>