

## PERFORMANCE AGREEMENT

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter referred to as "PRESENTER," and THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, hereinafter referred to as "UNIVERSITY."

### WITNESSETH:

1. The UNIVERSITY hereby engages the services of PRESENTER to provide a performance described as follows (specify the nature of performance): \_\_\_\_\_  
on \_\_\_\_\_, commencing at \_\_\_\_\_ o'clock, and continuing until \_\_\_\_\_ o'clock, at \_\_\_\_\_.
2. The UNIVERSITY agrees to pay to PRESENTER a total sum of \$\_\_\_\_\_ for the rendition of the services or performance described above, payable during the performance, or within **seven (7) days** following the performance, by check of the University of Missouri or electronic fund payment made payable to \_\_\_\_\_ for the benefit of PRESENTER and/or its employees. This sum represents the total consideration payable by the UNIVERSITY to PRESENTER for the services and performance and any travel or other expenses incidental to the performance or engagement shall be the sole responsibility of PRESENTER.
3. UNIVERSITY shall:
  - A. Provide at its own expense for each performance and for \_\_\_\_\_ rehearsals on \_\_\_\_\_ prior to said performance if requested by PRESENTER the theatre or other place of engagement properly heated, ventilated, lighted, clean and in good order.
  - B. Furnish comfortable, properly heated, ventilated and well-lighted dressing rooms at the place of performance or theatre, with suitable fixtures and furniture.
  - C. Furnish sound, staging and lighting in good working order for the performance or appearance as follows:  
\_\_\_\_\_
  - D. Furnish, if requested in writing by PRESENTER at least ten (10) days prior to appearance or performance, ushers, ticket takers, box office employees, stagehands, carpenters, electricians, sound technicians, truck loaders and unloaders, all of whom shall be regular UNIVERSITY employees or students, and the UNIVERSITY will not furnish or pay for any other personnel.
  - E. Provide at its expense tickets and programs in sufficient quantity for each presentation or appearance.
  - F. Not record or televise the performance or appearance without the prior written consent of the PRESENTER.
4. PRESENTER shall
  - A. Furnish such press kit in such quantities as it desires to UNIVERSITY, shipped prepaid, on request.
  - B. Furnish to UNIVERSITY the order, method, and wording of billing to be used in all publicity on execution of this agreement.
  - C. Have sole and exclusive control over the production, presentation, and performance of the engagement, including but not limited to, the details, means, and methods of performance of the engagement and the performance of the participants therein.
  - D. Have the right to concession rights for souvenir programs or items which may be sold by PRESENTER, if desired.
  - E. Furnish UNIVERSITY with a copy of the program to be performed at each performance.
  - F. Indicate date, time, and number of rehearsals desired on execution of this agreement.
  - G. PRESENTER shall indemnify, defend, and save harmless The Curators of the University of Missouri, their officers, agents, and employees, from any loss, liability, claim, damage or expense, including attorneys' fees, arising from or attributable to, any acts or omissions of the Presenter, its officers, agents, or employees in performing its obligations under this Agreement.
  - H. Represent and warrant this it has in place on a primary and non-contributory basis and will

maintain in effect throughout the contract term insurance at PRESENTER's own expense, including but not limited to, the following:

- Commercial General Liability Insurance of not less than \$1,000,000 per occurrence/\$3,000,000 aggregate that covers the premises, including but not limited to, campus parking, facilities, sidewalks, ramps, stairs, and campus transportation facilities which provide access to the facility against all claims or suits. The insurance policy shall name "The officers, employees, and agents of The Curators of the University of Missouri" as an additional insured.
- Auto liability coverage of not less than \$1,000,000.
- Workers' Compensation coverage at statutory limits and Employers' Liability coverage with a minimum limit of \$1,000,000 per occurrence and aggregate.

5. The parties mutually agree:

A. That either party may cancel the performance and both parties thereto shall be released from any liability hereunder if, in the judgment of THE CURATORS OF THE UNIVERSITY OF MISSOURI, it is impractical or undesirable to present such performance due to accidents, or accidents to means of transportation, riots, strikes, epidemics, destruction of the performance hall, acts of God, sickness, acts or regulations of governmental or school authorities, or other legitimate conditions beyond the control of THE CURATORS OF THE UNIVERSITY OF MISSOURI, as may either prevent performance or render receipt of performance valueless; and if PRESENTER or one or more members of the production cannot perform because of ill health, physical disability or other reasons beyond the control of PRESENTER, or if PRESENTER be prevented by acts of God, regulation of public authority or other circumstances beyond the control of PRESENTER from presenting or performing the engagement.

B. That all notices relating to mode of transportation and arrival time and all correspondence, publicity or other things concerning this contract and/or performance or engagement shall be directed to \_\_\_\_\_ for the UNIVERSITY and to \_\_\_\_\_ for PRESENTER.

C. That PRESENTER and its agent shall be solely responsible for compliance with any rules or regulations of the American Federation of Musicians and for any royalty fees, performance fees or responsibilities for which PRESENTER and/or its agents may be legally or contractually bound.

D. No member or officer of THE BOARD OF CURATORS OF THE UNIVERSITY OF MISSOURI incurs or assumes any individual or personal liability by the execution of this contract or by reason of the default of the UNIVERSITY in the performance of any of the terms hereof. All such liability of members or officers of THE BOARD OF CURATORS OF THE UNIVERSITY OF MISSOURI as such is hereby released by the PRESENTER and its agent, if any, as a condition and consideration for the execution of this contract.

E. The individuals signing on behalf of the UNIVERSITY and the PRESENTER, if as agent, shall not be personally liable for the performance of any of the terms of this contract or be under any liability under this contract except that they each warrant their authority to sign on behalf of the UNIVERSITY and the PRESENTER and the agent, if any, of PRESENTER, assumes the obligation to comply with rules, regulations and requirements of organizations to which PRESENTER's members are bound by contract or other obligation.

F. Non-Discrimination: In connection with the furnishing of equipment, supplies, and/or services under the Contract, the Contractor and all subcontractors shall not discriminate against any recipients of services or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, age, disability, protected veteran status, or any other status protected by applicable state or federal law and federal funds, if any, may not be used for programs that discriminate based on any such protected status.

G. If Agreement is for \$100,000 or more, and if Consultant/Contractor is a company with ten (10) or more employees, then Consultant/Contractor certifies that it, and any company affiliated with it, does

not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes

H. This agreement may not be assigned by either party without the written consent of the other party.

This agreement was entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## SIGNATURES

The Curators of the University of Missouri

PRESENTER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Are you a citizen or resident of the U.S.?

Yes \_\_\_\_\_ No \_\_\_\_\_

If answer "No", please verify that your current immigration status, as listed on the DHS I-94 Arrival / Departure Record, permits payment for services. **Follow payment procedures listed in the University of Missouri System - Foreign Visitor Tax Guide under Compensation for Independent Personal Services.**

Current DHS classification: \_\_\_\_\_

Country of permanent residence: \_\_\_\_\_

Tax treaty and treaty article: \_\_\_\_\_

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**Note:** The University is required to deduct and withhold state tax from payments to individuals, partnerships, and corporations who are not residents of Missouri or that are not registered as a corporation in this state for any vocal, instrumental, musical, comedy, dramatic, dance or other similar performance conducted in this state before a live audience, if the amount of the payment is in excess of \$300. The amount of the tax is 2%.

The University will comply with applicable federal and state laws including the Foreign Account Tax Compliance Act which may require the University to withhold and remit to the US Treasury a percentage of payments to certain foreign vendors.