

## PERFORMANCE AGREEMENT

\$300 or less

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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:

\_\_\_\_\_

on \_\_\_\_\_ 20\_\_\_\_, commencing at \_\_\_\_\_ o'clock, \_\_m, and continuing until \_\_\_\_\_ o'clock, \_\_m at

\_\_\_\_\_  
(Name of building or address)

2. University agrees to pay PRESENTER a total sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the performance described above, payable during the performance, or within **ten (10)** business days following the performance, by check of the University of Missouri 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. Any travel or other expenses incidental to the performance or engagement shall be the sole responsibility of PRESENTER unless stipulated in Special Conditions below.

3. University shall:

- A. Provide the theater or other place of engagement properly heated, ventilated, lighted, clean, with appropriate sound system and in good order.

4. PRESENTER:

- A. PRESENTER shall indemnify the University and hold it harmless from all loss or damage which it may sustain by reason of injury to any person due to the neglect or willful act of PRESENTER or the employees, servants or agents of PRESENTER, in the performance of this agreement.

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 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 circumstances beyond the control of PRESENTER from presenting or performing the engagement.

- B. That PRESENTER and its agent shall be solely responsible for compliance with any rules or regulations of the American Federation of Musicians or responsibilities required by any organization with which PRESENTER or its employees are members or to which they may be contractually bound and University shall have no liability, duty or obligation therefor.

- C. 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.

- D. 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.

- E. Payments made to an agent, producer or corporation when the payer has actual knowledge or reason to know that the payment is on behalf of a foreign person, must be treated as if made to the foreign person per regulation Section 1.1441-1(b)(2)(ii). This translates to thirty percent (30%) withholding if the foreign person is a nonresident alien unless a tax treaty applies and is reported on a 1042S form. The University is required to withhold the thirty percent (30%) from any compensation paid to or on behalf of the foreign person and appropriate withholding certificates would need to be collected by the University. **If the payment is made to a U.S. agent, producer, or corporation then the agent, producer, or corporation of PRESENTER agrees to appropriately withhold and report the tax according to the U.S. law and agrees to indemnify and hold harmless University in the event that it would be held liable for the failure to withhold and report according to law.**
- 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.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives, executed this agreement as of the day and year first above written.

PRESENTER

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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: \_\_\_\_\_

**SPECIAL CONDITIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[List those related to this specific performance, if any, such as motel rooms or meals to be provided by University and indicate agreement with any technical contract rider with or without University changes. If none, enter "None".]