



**TEXAS WOMAN'S
UNIVERSITY**

Performer Agreement

This Agreement is entered into by and between Texas Woman's University "TWU," for and on behalf of _____ and _____ "Performer". TWU and Performer shall be collectively referred to hereinafter as the "Party or Parties."

1) ENGAGEMENT:

Performer will perform as follows:

Day/Date: _____ **Time:** _____
Location: Texas Woman's University **Rain Location:** N/A
Topic or Type of Performance: _____

2) OBLIGATIONS OF PERFORMER AND/OR AGENT:

- 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 TWU. If required, the press kit must be received two weeks prior to 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 will reimburse TWU for its actual expenses incurred immediately upon presentation of a statement of such expenses.
- d. If Performer arrives at the location of engagement or performs under the influence of intoxicating beverages, narcotics or drugs, TWU may cancel this Agreement with no liability on the part of TWU.
- e. Performer warrants that Performer will not commit any slander or incite the listeners to an imminent threat of riot, civil disorder, or other illegal act. Performer agrees to indemnify, defend and hold TWU, its components, regents, officers, agents, and employees, harmless from any claims, losses, suits, proceedings, damages or 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/or his/her officers, agents and employees in performing the services under this Agreement. Performer will reimburse TWU for any legal or other expenses incurred by TWU in connection with investigating or defending against such claims, losses, suits, proceedings, damages

or liabilities, as and when such expenses are incurred. TWU 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 Performer's services agreed upon are the responsibility of Performer, not TWU.
- g. Performer agrees to abide by all TWU, local and state regulations, laws, ordinances and policies, which may be applicable in the performance of meeting the conditions specified in the 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 TWU ten (10) days prior to performance and a solicitation permit is approved.
- i. It is specifically agreed that Performer, in fulfilling the terms and conditions of this Agreement, are acting as independent and not as agents or employees of TWU.
- j. Performer agrees to maintain at their own cost, and provide proof of, insurance meeting TWU's Third Party Insurance Standards (www.twu.edu/media/documents/risk-management/TWU-Third-Party-Insurance-Standards.pdf).

3) OBLIGATIONS OF UNIVERSITY:

- a) TWU will provide the facility and security, if necessary, for the engagement. Additional facilities and equipment may be provided as needed. If applicable, Performer's Rider (or same) is included as an exhibit and part of this Agreement as agreed to by both Parties.
- b) TWU will publicize the engagement according to its own policies and procedures.
- c) TWU may provide a photographer, and all negatives and prints will remain the property of TWU with the condition that they will not be used for commercial gain or any other purpose other than TWU promotional materials
- d) TWU MAY/MAY NOT video record the event. If permission is given by Performer to video record, the following portion may be recorded:

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

- e) TWU is hereby relieved of any liability if unable to meet the responsibilities of the Agreement because of any natural phenomenon, riots, epidemics, strikes, any act or order of public authority, or any other cause similar or dissimilar beyond the control of TWU. Furthermore, if such acts or conditions occur, TWU is not liable for any damage which Performer, his/her employees, or representative might suffer.

- f) TWU shall be the only party authorized to issue complimentary tickets to the performances; however, upon request by Performer, complimentary tickets may be given to the Performer.
- g) TWU or Performer can terminate this Agreement in writing at any time with a ten (10) day notice. TWU shall only be liable for payment of services and expenses incurred prior to termination

4) COMPENSATION:

- a) The total amount to be paid to Performer under this Agreement shall not exceed: \$_____. The total amount of obligation to TWU will be limited to \$_____ paid to Performer and \$_____ paid for food, lodging, and transportation, if applicable.
- b) TWU agrees to pay Performer at the conclusion of the engagement provided Performer or Agent returns this Agreement to TWU and provides a correct invoice of services. No deposits or advance payments can be made prior to the performance due to restrictions on the expenditure of TWU funds.
 - (1) The University's payment terms are 30 days from receipt of a correct invoice or receipt of goods and/or services, whichever occurs last. The late payment rate established annually by the State of Texas shall be applicable after 30 days.
 - (2) Invoices shall reference the Purchase Order Number or they will be returned unpaid.
 - (3) Payment shall be made in accordance with Texas Government Code Chapter 2251.
 - (4) Invoices must be addressed and mailed to Texas Woman's University Procurement Services, PO Box 425439, Denton, Texas 76204-5439 or email to twupayables@twu.edu. Failure to do so will delay payment.

5) GENERAL PROVISIONS:

- a) This Agreement shall be governed and interpreted under the laws of the State of Texas and venue in any action brought hereunder shall be in Denton County, Texas.
- b) All applicable laws, regulations, and TWU policies and procedures relative to conduct on TWU premises shall govern the services provided under this Agreement.
- c) For agreements between TWU and a corporation: Performer certifies that upon the effective date of this Agreement, it is either (1) not delinquent in payment of State of Texas corporate franchise taxes, or (2) not subject to the payment of such taxes. Performer agrees that any false statement with respect to franchise tax status shall be material breach hereof, and TWU shall be entitled to terminate this Agreement upon written notice thereof to Performer.
- d) Under Section 231.006 of the *Family Code*, Performer certifies that the individual or business entity name in in this Agreement is not ineligible to receive payments under this Agreement and that this Agreement may be terminated and payment may be withheld if this certificate is inaccurate.

- e) Under Section 2155.004, *Government Code*, the Performer certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- f) In the event of any dispute or contemplated suit pertaining to this Agreement, the Parties shall attempt to mediate the dispute as a precondition to the filing of any litigation. The Parties agree that the mediator shall be selected by TWU. Written agreements reached in mediation and signed by the Parties shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Parties shall share the mediator's fee and any filing fees equally, and the mediation, reduced to writing, shall be held in Denton, Denton County, Texas. Nothing herein shall be construed as tolling or altering any applicable limitation period for the filing of suit in any court of competent jurisdiction.
- g) This Agreement and any written modifications of it constitute the sole agreement of the 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.
- i) All notices and other communications required by the terms of this Agreement will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees in the manner as set forth herein). Unless otherwise agreed in writing by the receiving Party, notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) facsimile (with confirmation of transmission by sender's facsimile machine); or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) two business or school days (any date on which TWU is officially open for business) after mailing; (ii) on the date of personal delivery; or (iii) on the date of transmission of a facsimile if on a business or school day during normal business hours (or, if not, the next succeeding business day). Unless otherwise agreed in writing by the receiving Party, electronic mail does not constitute official notice under this Agreement. The addresses of the Parties for such notices shall be:

To **TWU**:

Texas Woman's University
 Department:
 Attn.: _____
 Address: _____
 City, State Zip _____

To **Performer or Agent**:

 Attn.: _____
 Address: _____
 City, State Zip _____

- j) The representative for TWU, in signing this Agreement, signed in a representative capacity and does not assume any personal liability for meeting the terms of the Agreement.
- k) The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without written consent of the other Party, except as expressly allowed by this Agreement.
- l) In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes. In the event of a force majeure event preventing the Performer from providing services, any monies already paid by TWU to the Performer for services unrendered at the time of the force majeure event shall be returned to TWU by the Performer within ninety (90) days of the force majeure event.
- m) Performer understands that TWU is a governmental entity and that the terms of this Agreement are contingent upon the availability of appropriated funds. TWU shall have the right to cancel the Agreement at the end of the current fiscal year if funds are not allotted for the next fiscal year to continue the Agreement. If funds are withdrawn or do not become available, TWU reserves the right to terminate the Agreement by giving the Performer a ten (10) day written notice of cancellation without penalty. Upon cancellation of the Agreement, TWU shall not be responsible for any payment of any service or product received that occurs after the end of the current Agreement period. TWU's fiscal year begins on September 1 and ends on August 31.
- n) No regent, officer, director, employee, administrator and representative of TWU shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.
- o) Performer represents that it has all intellectual property rights necessary to enter into and perform its obligations under the Agreement and shall indemnify, defend and hold harmless the State of Texas and TWU against any action, claim, liability, loss or expense related to such intellectual property rights and representations. Performer will pay any damages attributable to such claim that are awarded against the State of Texas and/or TWU in a judgment or settlement.
- p) This Agreement shall be governed by the laws of the State of Texas and venue shall be in Denton County, Texas.

Signatures on the following page

The person signing below on behalf of TWU and the Performer or Agent warrants that he/she has the authority to execute this Agreement according to its terms.

TEXAS WOMAN’S UNIVERSITY

PERFORMER OR AGENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____