



**TEXAS WOMAN'S  
UNIVERSITY**

**Performer/Artist  
Agreement**

This Agreement is entered into by and between Texas Woman's University ("TWU") for and on behalf of \_\_\_\_\_ ("TWU Department") and ("Performer/Artist"). TWU and Performer/Artist shall be collectively referred to hereinafter as the "Party or Parties."

**1) ENGAGEMENT:**

Performer/Artist 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/ARTIST:**

- a. Performer/Artist 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/Artist 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/Artist fails to complete the engagement as required herein, Performer/Artist will reimburse TWU for actual expenses incurred upon presentation of a statement of such expenses.
- d. If Performer/Artist arrives at the location of engagement under the influence of intoxicating beverages, narcotics or drugs, TWU may cancel this Agreement with no liability on the part of TWU.
- e. Performer/Artists warrants that Performer/Artist will not commit any slander or incite the

listeners to an imminent threat of riot, civil disorder, or other illegal act. Performer/Artist 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/Artist and/or his/her officers, agents and employees in performing the services under this Agreement. Performer/Artist 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 due required as a condition of the performance of the Performer/Artist's services are the sole responsibility of Performer/Artist.
- g. Performer/Artist agrees to abide by all TWU, local and state, and federal regulations, laws, ordinances and policies, which may be applicable in the performance as well as comply with all of the conditions specified in the Agreement.
- h. It is understood and agreed that Performer/Artist will not solicit funds or contributions either directly or indirectly through the sale of merchandise or other materials unless prior written permission is obtained from TWU at least ten (10) days prior to performance and a solicitation permit is approved.
- i. It is specifically agreed that Performer/Artist, in fulfilling the terms and conditions of this Agreement, is an independent contractor and not an agent or employee of TWU.
- j. Performer/Artist agrees to maintain and provide proof of insurance at their own expense that meets TWU's Third Party Insurance Standards ([www.twu.edu/media/documents/risk-management/TWU-Third-Party-Insurance-Standards.pdf](http://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.
- b) TWU will publicize the Performer/Artist's event in accordance with its policies and procedures.
- c) TWU may provide a photographer for the event. All negatives and prints generated by the photographer at the event will remain the property of TWU on the condition that they will not be used for commercial gain or any other purpose other than TWU promotional purposes.
- d) TWU MAY/MAY NOT video record the event. If permission is given by Performer/Artist to video record, the following portion may be recorded:

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

- e) If TWU's ability to host the event is disrupted by natural phenomenon, riots, epidemics, strikes, any act or order of public authority, or any other cause similar or dissimilar beyond the control of TWU. TWU is relieved of any liability if it is unable to meet the responsibilities of the Agreement because of such disruption.

TWU is not liable for any damage that Performer/Artist his/her employees, or representatives might suffer.

- f) TWU shall be the only party authorized to issue complimentary tickets to the performance; however, upon request by Performer/Artist, complimentary tickets may be given to the Performer/Artist.

- g) TWU or Performer/Artist may terminate this Agreement in writing by giving ten (10) days 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 a Performer/Artist under this Agreement shall not exceed:  
\$\_\_\_\_\_.

The total amount of obligation from TWU will be limited to \$\_\_\_\_\_ paid to Performer/Artist and \$\_\_\_\_\_ paid for food, lodging, and transportation, if applicable.

- b) TWU agrees to pay Performer/Artist at the conclusion of the event provided that the Performer/Artist returns this Agreement to TWU and provides a complete invoice for services. No deposits or advance payments may 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 complete invoice or receipt of goods and/or services, whichever occurs last. The late payment rate established annually by the State of Texas shall apply to this Agreement 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](mailto: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 under this Agreement 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/Artist certifies that upon the effective date of this Agreement, the Performer/Artist is (1) not delinquent in payment of State of Texas corporate franchise taxes, or (2) not subject to the payment of such taxes. Performer/Artist agrees that any false statement with respect to franchise tax status shall be material breach of this Agreement and TWU shall be entitled to terminate this Agreement upon written notice to Performer/Artist.
- d) Under Section 231.006 of the *Family Code*, Performer/Artist 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/Artist 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) Performer/Artist certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, neither are in the process of being declared ineligible or being debarred, nor is either Performer/Artist or any of its principals voluntarily excluded from covered transactions by any federal department or agency. TWU may immediately terminate this Agreement without penalty if Performer/Artist's certification herein is inaccurate or becomes inaccurate.
- g) Performer/Artist warrants, represents, and covenants that, in performing this Agreement, it will use reasonable care to ensure that (a) no member of the Board of Regents of TWU, and (b) none of TWU's executive officers, has a financial interest, directly or indirectly, in the transaction that is the subject of this Agreement.
- h) In the event that proposed or existing legislation reorganizes TWU into a university system of three campuses (a "Legislative Reorganization"), such Legislative Reorganization will not constitute an assignment of any rights or obligations of TWU under the Agreement, and will not activate any assignment clauses in the Agreement detrimental to TWU.

- i) Performer/Artist understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c) of the Texas Education Code. Performer/Artist agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Performer/Artist will include this provision in all contracts with permitted subcontractor.
- j) Performer/Artist shall maintain adequate records to support its charges, procedures, and performance to TWU for all work related to this Agreement to ensure proper accounting for all costs and performances related to this Agreement.
- k) Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Performer/Artist agrees that any payments owing to Performer/Artist under this Agreement may be applied directly toward any debt or delinquency that Performer/Artist owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- l) As required by Section 2155.4441 Texas Government Code, Performer/Artist agrees that it will buy Texas products and materials for use in providing the services contemplated herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.
- m) Performer/Artist will comply with Subchapter A, Chapter 161, Health and Safety Code 161.0085(c) which prohibits requiring a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business.
- n) As required by Texas Government Code Section 2252.152, Performer/Artist represents and warrants that it is not a company prohibited under Section 2252.152 or identified by (1) the Texas Comptroller as a company with business operations in Sudan; (2) the Texas State Pension Review Board as a company with business operations in Iran; or (3) the Texas Comptroller as a company known to have contracts with, or known to provide supplies or services to, a foreign terrorist organization. Excepted from this prohibition are companies the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran or foreign terrorist organizations.
- o) As required by Subtitle F (State and Local Contracts and Fund Management), Title 10, Texas Government Code, if the total amount paid to Performer/Artist under this Agreement by TWU equals one hundred thousand dollars (\$100,000.00) or more, Performer/Artist represents and warrants that it (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

- p) If Performer/Artist is a corporation, partnership, or a limited liability company, Performer/Artist warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Performer/Artist has been duly authorized to act for and bind Performer/Artist.
- q) If Performer/Artist provides materials to be placed on TWU websites or other online University venues, as required by 1 TAC Chapter 213 and 1 TAC Section 206.70 (as authorized by Subchapter M, Chapter 2054, Texas Government Code, the “EIR Code”), Performer/Artist represents and warrants (the “EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to TWU under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in the EIR Code. To the extent Performer/Artist becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performer/Artist represents that it will, at no cost to TWU, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Performer/Artist fails or is unable to do so, then TWU may terminate this Agreement and Performer/Artist will refund to TWU all amounts TWU has paid under this Agreement within thirty (30) days after the termination date.
- r) Within thirty (30) days of the termination of this Agreement, Performer/Artist agrees to return or destroy all data and records belonging to TWU (the “University Records”), at TWU’s option. If TWU opts for Performer/Artist to destroy the University Records, Performer/Artist will provide proof of such destruction within ten (10) days of such destruction. Performer/Artist may retain only such information as is required by applicable record retention obligations.
- s) TWU strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act (“TPIA”), Chapter 552, Texas Government Code. Nothing in this Agreement will be construed to prohibit disclosure of any information arising under the Agreement, including the Agreement itself, to the extent that such disclosure is required by law or valid order of a court or other governmental authority.
- t) Performer/Artist agrees that it will comply with all federal, state, or local laws or regulations applicable to Performer/Artist’s performance under the Agreement, and agrees to obtain and maintain all permits, licenses and other approvals required in connection with the operations contemplated under the Agreement. Performer/Artist also agrees that pursuant to Texas Education Code §51.9335(h), in any contract for the acquisition of goods or services to which TWU is a party, any provision required by applicable law to be included in the

Agreement is considered to be part of the Agreement whether or not the provision appears on the face of the Agreement, even if the Agreement contains any provision to the contrary.

- u) 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.
- v) 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.
- w) Any and all modifications of this Agreement shall be in writing hereon or attached hereto and signed or initialed by all Parties.
- x) 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/Artist**:

\_\_\_\_\_  
Attn.:

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

City, State Zip \_\_\_\_\_

- y) 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.
- z) 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.
- aa) 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/Artist from providing services, any monies already paid by TWU to the Performer/Artist for services unrendered at the time of the force majeure event shall be returned to TWU by the Performer/Artist within ninety (90) days of the force majeure event.
- bb) Performer/Artist 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/Artist 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.
- cc) 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.
- dd) Performer/Artist 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/Artist will pay any damages attributable to such claim that are awarded against the State of Texas and/or TWU in a judgment or settlement.
- ee) 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/Artist warrants that he/she has the authority to execute this Agreement according to its terms.

**TEXAS WOMAN’S UNIVERSITY**

**PERFORMER/ARTIST**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_