

Internal Routing Page

Account Number

Fund Number

The following departments have reviewed the Agreement:

1. Winston-Salem State University Dean (Academic) /Department Head (Non-Academic)

Signature

Date

2. Winston-Salem State University Vice-Chancellor

Signature

Date

3. Winston-Salem State University Integrated Marketing Communications

Signature

Date

4. Winston-Salem State University Purchasing Department

Signature

Date



DJ/Host Engagement Agreement

Account Number

Fund Number

The Agreement (“Agreement”) is between Winston-Salem State University, a constituent institution of the University of North Carolina (“WSSU”), and

Name: _____ (“Contractor”)

Address: _____

City: _____ State: _____ Zip Code: _____.

Contractor has authority to do business in and with the State of North Carolina and has authority to enter into this Contractual Services Agreement under the following terms and conditions.

Period of This Agreement: _____ to _____

1. **Scope of Services.** Contractor shall perform the following services for WSSU events, upon WSSU’s written request, during the term of this Agreement. Contractor is not guaranteed WSSU will request Contractor provide the Services at any time during the term of this Agreement. Contractor will arrive at the venue no later than one (1) hour before the time of the event, as communicated to Contractor by WSSU.

2. **WSSU Resources.** Contractor is responsible for supplying all equipment not explicitly provided by WSSU. WSSU shall provide the venue and adequate security, as well as the following resources, if any:

3. **Payment.** WSSU shall pay Contractor, by WSSU check for Services rendered pursuant to this Agreement. Payment will be made after acceptance of the Services and receipt of an invoice covering the Services. Payments, which are inclusive of all costs, will be made according to the following rate schedule:

4. **Independent Contractor Status.** Contractor is solely an independent contractor of WSSU. Furthermore, Contractor represents and warrants that Contractor is not a current employee of WSSU. Nothing shall be construed to create a joint venture, partnership, or agency relationship between the parties.
5. **Performance Control.** WSSU and Contractor will have joint control over the presentation and performance of the Services. All recorded music played must be radio edited and may not contain vulgarity and/or obscenities. Contractor shall maintain an awareness of the audience to ensure that any recorded music played will not be offensive. If Contractor has a question about the acceptability of a song, Contractor shall contact the Contract Administrator for the University named herein.
6. **Insurance Coverage.** Contractor, at its sole cost and expense, shall be responsible for securing any and all insurance of such type and with such terms and limits as may be reasonably associated with its line of business, including but not limited to commercial general liability, automobile, professional liability, or errors and omissions coverage.
7. **Taxes.** Contractor will be sent a form 1099-Misc. at the end of the calendar year if payments made to Contractor during the year total more than six hundred dollars (\$600.00). If Contractor is a nonresident of North Carolina and is not exempt from withholding, WSSU shall withhold four percent (4%) from payments greater than one thousand five hundred dollars (\$1,500) in accordance with N.C. General Statutes § 105-163.3. If Contractor is exempt from taxation or withholding, Contractor must provide to WSSU documentation of such upon execution of this Agreement.

8. **Performance Control.** WSSU and Performer will have joint control over the presentation and performance of the Performance. All recorded music played must be radio edited. Recorded music that contains vulgarity and/or obscenities may not be played. Performer shall maintain an awareness of the audience to ensure that any recorded music played will not be offensive. If Performer has a question about the acceptability of a song, Performer shall contact the Contract Administrator for WSSU.
9. **Contract Administrators.**
 - a. The Contract Administrator for WSSU is:

 - b. The Contract Administrator for Contractor is:
10. **Assignment & Delegation.** Contractor shall not assign any interest in this Agreement without WSSU’s prior written consent. The Performance is personal in nature and may not be delegated or subcontracted without WSSU’s prior written consent.
11. **Termination.** WSSU may terminate the parties’ obligations by giving written notice to Contractor of termination and specifying the effective date of termination. WSSU shall compensate Contractor for work properly performed prior to termination. In the case of damage caused by the Contractor, WSSU may withhold payment for the purpose of setoff until WSSU can determine the exact amount of liability and damages due.
12. **Force Majeure.** Both Contractor and WSSU will be relieved of their obligations under this Agreement if, and so long as, either is prevented from performing its obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, mandatory governmental action, earthquake, hurricane, tornado, regulations of public or University authorities (including, but not limited to, quarantines), or other catastrophic natural or supernatural events beyond the reasonable control of either party.
13. **Compliance.** Contractor shall comply with all laws (including, but not limited to, equal employment opportunity laws), ordinances, codes, rules, regulations, and licensing requirements applicable to the performance of this Agreement, including those of federal, State, and local agencies.

14. **EEO and Veteran Status 41 CFR 60-300.5(a).** This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
15. **Notice.** Any notices pursuant to this agreement must be given to the Contract Administrators named above in writing via the United States Postal Service or hand delivery. Notice will be deemed received on the completion of the third (3rd) business day following the documented date of deposit with the United States Postal Service. A copy of all notices must be sent to the Primary Investigator named above.
16. **Indemnity & Reimbursement.** Contractor shall indemnify WSSU, its Trustees, officers, agents, and employees from any claims, suits, damages, liabilities, injuries, expenses (including, without limitation, reasonable attorney's fees), or losses arising out of or resulting from the negligent acts or omissions of Contractor, Contractor's agents, or Contractor's employees during the performance of this Agreement.
17. **Auditors' Access.** The State's and WSSU's auditors must have access to all persons and records pertaining to this Agreement in accordance with N.C.G.S. § 147-64.7.
18. **Choice of Law.** This Agreement, and all claims arising under and related to this Agreement, will be governed by, construed, and interpreted in accordance with the laws of North Carolina in court of competent jurisdiction in Forsyth County, North Carolina.
19. **Merger.** This Agreement states the final and exclusive agreement between the parties and supersedes all prior negotiations and agreements for the Services.
20. **Amendments.** Any modifications to this Agreement, including, but not limited to, modifications made on the face of this Agreement must be in writing signed by both parties.
21. **Severability.** If any provisions or portions thereof are declared invalid, illegal, or unenforceable, this Agreement will be construed as if such invalid, illegal, or unenforceable provisions were removed.
22. **Headings.** The headings of the sections, paragraphs, and subparagraphs of this Agreement are for convenience only and do not affect the construction or interpretation of any of this Agreement's provisions.
23. **Construction.** The parties agree that this Agreement will be construed as if the parties drafted this Agreement jointly, with no presumption or burden of proof arising which would favor or disfavor either party by virtue of this Agreement's authorship.
24. **Availability of Funds.** It is understood and agreed between the parties that any payments to be made by WSSU specified in this Agreement, as well as this Agreement's continuation or the any renewal or extension thereof, is dependent upon and subject to the availability of funds to the WSSU for said purpose(s).

25. **Execution of Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile or e-mail transmission of a ".pdf" format data file, such signature shall be valid with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

26. **Debarment.** Neither the Contractor nor any of its Affiliates (a) has been debarred by the State or Federal government, (b) is subject to debarment proceedings by the State or Federal government or (c) will use, in any capacity, in connection with the activities to be performed under this Agreement, any Person that has been debarred, or who is the subject of debarment proceedings by the State or Federal government. If either Party learns that a Person performing on its behalf under this Agreement has been debarred by the State or Federal government, or has become the subject of debarment proceedings by the State or Federal government, such Party shall promptly notify the other Party and shall prohibit such Person from further performance on its behalf under this Agreement.

[SIGNATURES ON NEXT PAGE]

[NOT FOR USE WITH GRANT FUNDED CONTRACTS]

Signature Page

This agreement will become effective when both parties have signed it. The signatories below warrant that they have authority to bind the parties.

Contractor

By: _____
Signature Date

Name & Title (Printed)

Winston-Salem State University

By: _____
Vice Chancellor for Finance & Administration Date