



Internal Routing Page

Account Number

Fund Number

The following departments have reviewed the Agreement:

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

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



Speaker/Artist Engagement

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.

1. **Performance Date(s), Time, & Venue.** The Performance will be on _____ at approximately _____ at _____. Performer will arrive at the venue no later than one (1) hour before the performance time stated in this paragraph.
2. **Lawful Agent.** If Contractor and Performer are not the same individual or legal entity, Contractor warrants that Contractor is the lawful agent for Performer and that Contractor has the authority to bind Performer to the terms and conditions of this Agreement.
3. **Engagement.** Contractor shall cause Performer to perform the following services in a manner satisfactory to WSSU and consistent with the applicable industry standards (the “Performance”):

4. **WSSU Resources.** WSSU shall provide the following resources, if any, to Contractor

5. **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.
6. **Personnel.** Contractor is wholly responsible for performance of this Agreement. Contractor shall secure all personnel required to perform this Agreement at Contractor's own expense, including, but not limited to, the Performer. Such personnel will not be employees of, or otherwise have any individual contractual relationship with, WSSU, unless Contractor and Performer are the same individual or entity. Contractor further warrants that any personnel, whether specifically named or not, secured by Contractor in the performance of this Agreement will abide by the terms and conditions of this Agreement.
7. **Payment.** WSSU shall pay Contractor _____ dollars (the "Fee") for the Services. Payment of the Fee requires full execution of this Agreement, receipt of invoices, and completion and acceptance of the Services. The Fee is all-inclusive and WSSU is not responsible for any additional or out of pocket expenses unless specified in this Agreement. Contractor shall submit documentation as requested by WSSU to support any reimbursement(s) explicitly stated in this Agreement.
8. **Invoices.** Invoices must be mailed to Disbursement Services upon completion of the services described herein. WSSU will pay the terms as stated on the invoice. If no terms are specified on the invoice, WSSU default is Net 30 days. All invoices subject to a prompt payment discount, the discount period will be calculated from the date a correct invoice is received or the date the service is received, whichever is later.
9. **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.
10. **Promotion.** Contractor and Performer agree that WSSU, at its sole discretion, may use radio, Television, flyers, electronic communications (including, without limitation, via the internet), or such other means of promotion to promote the Performance in order to maximize attendance. Performer may be required to do interviews in connection with the performance. Contractor, on behalf of Performer if necessary, grants WSSU any and all limited rights necessary to use these materials for the promotion of the Performance.

11. **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.
12. **Copyright:** All rights in all works implicated by this Agreement remain the property of their respective owner and nothing in this Agreement intends to transfer any rights in these works except that Contractor, on behalf of Performer if necessary, grants WSSU any and all limited rights necessary to carry out this Agreement.
13. **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.
14. **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.
15. **Inability to Perform & Cancellation.** If Performer is unable to perform or Contractor cancels the Performance for any reason including but not limited to interruption or delay of transportation services, disability, or illness, Contract agrees to reasonably attempt to reschedule the Performance. If the Performance cannot be rescheduled, Contractor will reimburse WSSU for all costs already incurred, contracted for prior to, or resulting from Performer's failure to appear, including but not limited to printing, publicity, lost ticket sales, ticket refunds, rentals, labor, lodging, and hospitality directly associated with presenting Performer and expenses incurred in notifying ticketholders and the public of the cancellation. Under no circumstances does this paragraph limit WSSU's available legal or equitable remedies for Contractor's failure to perform this Agreement.
16. **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.
17. **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.

18. **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.

19. **Contract Administrators.**

a. The Contract Administrator for WSSU is:

b. The Contract Administrator for Contractor is:

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **Merger.** This Agreement states the final and exclusive agreement between the parties and supersedes all prior negotiations and agreements for the Services.

26. **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.
27. **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.
28. **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.
29. **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.
30. **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).
31. **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.
32. **Expiration of Offer.** If a copy of this Agreement, executed by Contractor's authorized representative, has not been received by WSSU's Contract Administrator before 5:00 p.m. (ET) on _____, WSSU's offer to enter into this Agreement will expire at that time.
33. **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