# NEW GUEST SPEAKER/PERFORMER AGREEMENT

**Template Instructions**

Instructions:

* **Delete these instructions and those in red for Exhibits A & B only after completing the following sections and both of the Exhibits.**
* **For the time being, leave the [[ Contract Number ]] field in the Footer as it is. This field will be used in the future.**
* **With all WSSU Contract Templates, WSSU will always be the Primary First Party**.

On page 2, use the highlighted Name (Primary Second Party) field to indicate the name of the company or individual(s) WSSU will conducting business with.

Once completed, delete the double brackets “[[ ]]” surrounding the field. Remove the highlighting from the completed field.

* On page 5, use the highlighted fields to provide the contact information for the person at WSSU and the Entertainer or Agent. Regarding WSSU, the person who should be contacted regarding this Agreement should a question or issue arise needs to be indicated. As for the Entertainer or Agent, the contact information should be the same as it would appear on the invoice. For example, if we are going to be paying the Agent who represents the Entertainer, then the Agent contact information should be entered.

Once completed, delete the double brackets “[[ ]]” surrounding each field used when entering data. Delete those fields that do not have any data entered in them. For example, if the Fax Number field is not valid, then that field should be deleted. Remove the highlighting from the completed fields

* On page 9, enter the Name and Title of the person who is authorized by the University to approve this Agreement. The Signature and Date fields would need to be completed by the person approving this Agreement. Remove the highlighting from all of the WSSU fields.

You will also want to confirm that the data originally entered in the highlighted Name (Primary Second Party) field on page 3 shows directly below the WSSU section on this page. If it does, simply remove the highlighting. If it doesn’t, enter the data manually so that it matches what was entered on page 3, remove the double-brackets “[[ ]]”, and then remove the highlighting.

**Leave the Primary Second Party signature area blank. Purchasing Services will take care of getting this section signed by the Second Party through the Contract Approval Workflow.**

* On page 10, Exhibit A, confirm that the name entered in the Name (Primary Second Party) field on page 3 appears in the title of the Exhibit. If it does, simply remove the highlighting. If it doesn’t, enter the name manually, remove the highlighting and the double-brackets “[[ ]]”.

You’ll also want to confirm that the name entered in the Contact Name (Primary First Party Contact) field on page 5 appears in the first sentence directly below the instructions of Appendix A. If it does, simply remove the highlighting. If it doesn’t, enter the name manually, remove the highlighting and the double-brackets “[[ ]]”.

Enter the date of the actual event and a description of the services being provided, including, but not limited to: Reports, meetings, and presentations; Deliverables such as artwork, publications, training materials; Facilities and equipment used in this agreement; Any other points of clarification that increase the understanding of what the parties are expecting from each other. Do not assume expectations are understood, as instructed.

* On page 11, Exhibit B, confirm that the name entered in the Name (Primary Second Party) field on page 3 appears in the title of the Exhibit. If it does, simply remove the highlighting. If it doesn’t, enter the name manually, remove the highlighting and the double-brackets “[[ ]]”.

In section 1, define how we will pay the Entertainer. The University does not prepay services or make deposits for services. If discounted payment terms are negotiated, include those terms as a bullet in #1.

In section 2, choose the travel, lodging, incidentals applicable to this agreement.

* **Delete these first two Instruction pages and the instructions in red for Exhibits A & B after completing all sections of the Agreement and both of the Exhibits.**
* **Once completed and the WSSU section on page 9 has been completed, forward the Agreement to Purchasing Services for review and approval via the Contract Approval Workflow.**

**WINSTON-SALEM STATE UNIVERSITY**

**GUEST SPEAKER/PERFORMER AGREEMENT**

This Agreement (“Agreement”) is made between the Winston-Salem State University, (the “University”) and [[ Name (Primary Second Party) ]] (“Guest Speaker/Performer”).

WHEREAS,Guest Speaker/Performer has submitted to the University a proposal for the performance of certain professional services; and,

WHEREAS,the University desires to enter into an agreement with Guest Speaker/Performer for the performance of these professional services.

NOW THEREFORE,in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the University and Guest Speaker/Performer agree as follows:

1. **SERVICES.** Guest Speaker/Performer agrees to supply the University with the services described in Exhibit A (the “Presentation”), attached hereto and incorporated by reference as if fully set forth herein.
2. **TERM.** This Agreement becomes effective upon the date of last signature below and shall automatically terminate upon performance of all obligations by both parties.
3. **PAYMENT AND EXPENSES.** In consideration for Guest Speaker/Performer’s Presentation, the University shall compensate Guest Speaker/Performer as detailed in Exhibit B (the “Compensation”) upon completion of the Presentation. The University's payment terms are Net 30 after receipt of accurate invoice or completion of Presentation, whichever is later, unless discounted payment terms are negotiated and stated in Exhibit B.

Guest Speaker/Performer is responsible for all travel, meals, lodging, and such other expenses as Guest Speaker/Performer may incur in the fulfillment of this Agreement, unless otherwise specified in Exhibit B. Payment of compensation specified in this Agreement is dependent upon and subject to the allocation, appropriation, or availability of funds to the University for the purpose set forth in this Agreement.

1. **TAX WITHHOLDING.** Guest Speaker/Performer acknowledges and agrees that under North Carolina law non-resident (out-of-state) Guest Speaker/Performers are subject to a compensation withholding assessment amounting to four percent (4%) of any annual compensation greater than $1,500.00 for the following services: a performance; an entertainment or athletic event; a speech; the creation of a film, radio, or television program.
2. **INDEPENDENT CONTRACTOR.** Guest Speaker/Performer shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees in connection with its provision of the Presentation. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between Guest Speaker/Performer and the University. As an independent contractor, Guest Speaker/Performer shall be responsible for the payment of any taxes due on any monies received by him/her.
3. **LICENSE TO THE UNIVERSITY.** Guest Speaker/Performer grants to the University, its employees, assigns, and agents, the right to live stream, make and use videotapes, audiotapes, photographs, and/or soundtrack recordings of Guest Speaker/Performer performing the Presentation and to copyright, broadcast, distribute, reproduce, republish, use, reuse and/or license the Presentation, in analog or digital form, or any other form now known or later developed, for any purpose whatsoever. Guest Speaker/Performer also consents to use of his/her name and any transcripts or other printed matter in connection with the foregoing.
4. **INDEMNIFICATION.** Guest Speaker/Performer warrants that the Presentation is original, does not infringe the copyright of another, and agrees to release, discharge and hold harmless the University, its employees and agents, all persons acting under its authority, and those for whom it is acting, from all claims, causes of action and liability of any kind, in law or equity, based upon or arising out of use of the Presentation or this Agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement.
5. **TERMINATION.** The University may terminate this Agreement at any time by providing ten (10) days’ written notice to Guest Speaker/Performer.
6. **SALES COMMISSION**. Guest Speaker/Performer may sell books, records, photographs, and other souvenirs prior to the event, during intermission, and after the event subject to a University twenty percent (20%) concession commission.
7. **NOTICES.** All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing. 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:

All notices to University shall be sent to:

[[ Contact Name (Primary First Party Contact) ]], [[ Contact Title (Primary First Party Contact) ]]

[[ Street Line 1 (Primary First Party) ]]

[[ City/Town (Primary First Party) ]], [[ State/Province (Primary First Party) ]] [[ Postal Code (Primary First Party) ]]

Telephone: [[ Contact Phone Number (Primary First Party Contact) ]]

Fax: [[ Fax Number (Primary First Party) ]]

E-mail: [[ Contact E-mail (Primary First Party Contact) ]]

All notices to Guest Speaker/Performer shall be sent to:

[[ Name (Primary Second Party) ]]

[[ Street Line 1 (Primary Second Party) ]]

[[ City/Town (Primary Second Party) ]], [[ State/Province (Primary Second Party) ]], [[ Postal Code (Primary Second Party) ]]

Telephone: [[ Phone Number (Primary Second Party) ]]

Fax: [[ Fax Number (Primary Second Party) ]]

E-mail: [[ Contact E-mail (Primary Second Party Contact) ]]

1. **FORCE MAJEURE.** Notwithstanding any other term of this Agreement, if either Party's performance of obligations under this Agreement is materially hampered, interrupted, or interfered with; or is made illegal, impossible, or so difficult or expensive as to be commercially impracticable by an act of *force majeure*, then upon demonstrating the exercise of reasonable diligence to comply with its obligations under this Agreement, the affected party shall be excused from performance or underperformance of this Agreement.

For purposes of this provision, any such cause shall constitute *force majeure* and shall include, but not be limited to, the following: act of God; unavoidable accident; epidemic, pandemic or public health emergency; fire; casualty; lockout; act of public enemy or terrorism; war, riot or civil commotion; enactment of law or order of governmental instrumentality; strike or other labor dispute; earthquake, tornado, hurricane, inclement weather, or other event of a catastrophic nature that requires the closure of, or limitation of services on, the University campus; or, other cause of a similar magnitude; or the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, governmental, or judicial regulation, order or decree; any local or national emergency; or, any other unforeseeable event beyond the Parties' control.

Both parties agree to follow US Government guidelines regarding COVID-19 pandemic precautions. In the event that the CDC recommends against large in-person gatherings or nonessential air travel, the event will be rescheduled to a mutually agreeable date or reformatted appropriately to comply with guidelines.

1. **LIABILITY INSURANCE.** While the University does not require the Guest Speaker/Performer to carry liability coverage, the University recommends that during the Term of this Agreement the Guest Speaker/Performer maintain at its sole cost and expense professional liability insurance with a limit of not less than $1 million dollars per occurrence and general liability insurance with combined single limits coverage for bodily injury and property damage of not less than $1 million dollars per occurrence, $2 million aggregate.
2. **COMPLIANCE AND DISCRIMINATION.** Guest Speaker/Performer and the University shall comply with all federal, state, and local laws, ordinances, codes, rules, and regulations in connection with this Agreement. Guest Speaker/Performer shall comply with University’s Policy on Discriminatory Conduct located at <https://www.wssu.edu/about/offices-and-departments/division-of-institutional-integrity/legal-affairs/policies-and-procedures/chapter-900-general-university-policies/101.3.html>, and in the performance of this Agreement shall not harass or discriminate against any persons on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, political affiliation, genetic information, veteran status, disabling condition, or age.
3. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.
4. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, and the exclusive venue for any legal proceedings arising from or incident to this Agreement shall be the state courts sitting in Forsyth County, North Carolina.
5. **SEVERABILITY.** Should any non-material provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.
6. **Auditor’s Access.** Auditors for the State of North Carolina or WSSU shall have access to persons and records resulting from this Agreement in accordance with N.C.G.S. § 147-64.7.
7. **Equal Opportunity for VEVRAA Protected Veterans.** **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
8. **EEO/DEI Commitment.** This contractor shall abide by the University’s policies on Equal Employment Opportunity & Non-Discrimination, Diversity, Equity, and Inclusion, and Unlawful Workplace Harassment. These policies prohibit discrimination against qualified individuals based on race, color, national origin, creed, religion, sex, sexual orientation, age, veteran status, disability, genetic information, or political affiliation, except where religion, sex, or age are bona fide job-related employment requirements. Moreover, the contractor is encouraged to take affirmative action to employ and advance in employment individuals without regard to race, color, national origin, creed, religion, sex, sexual orientation, age, veteran status, disability, genetic information, or political affiliation, except where religion, sex or age are bona fide job-related employment requirements.
9. **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.
10. **Merger.** This Agreement states the final and exclusive agreement between the parties and supersedes all prior negotiations and agreements for the Services.
11. **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.
12. **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 provisions.
13. **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.
14. **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.

Guest Speaker/Performer and the University have made this Agreement effective as of the date of the last signature below as indicated by the signatures of their authorized representatives.

**WINSTON-SALEM STATE UNIVERSITY**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

**[[ Name (Primary Second Party) ]]**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

**EXHIBIT A**

**to**

**GUEST SPEAKER/PERFORMER AGREEMENT**

**between**

**WINSTON-SALEM STATE UNIVERSITY**

**and**

**[[ Name (Primary Second Party) ]]**

**PRESENTATION**

Instructions:

* Enter a description of the presentation(s) being provided by Guest Speaker/Performer, including, but not limited to: Title of Presentation, Date of presentation, Beginning and End Times, Location. For multiple presentations, duplicate the bullets below and expand on details as needed. Do not assume expectations are understood.
* Enter Compensation Details, including travel and lodging reimbursements, in Exhibit B.
* **Delete the instructions in red for Exhibits A & B after completing the Exhibits.**

The Guest Speaker/Performer shall provide the following presentation(s) as directed by [[ Contact Name (Primary First Party Contact) ]], the University’s Authorized Representative under this Agreement:

* Title of Presentation: [Insert title of presentation]
* Date: [Insert date of engagement]
* Beginning and Ending Times: [Insert beginning and end times]
* Location: [Insert location of speaking engagement]

**EXHIBIT B**

**to**

**GUEST SPEAKER/PERFORMER AGREEMENT**

**between**

**WINSTON-SALEM STATE UNIVERSITY**

**and**

**[[ Name (Primary Second Party) ]]**

**COMPENSATION**

* In section 1, define how we will pay the Guest Speaker/Performer. The University does not prepay services or make deposits for services.
* If discounted payments terms have been negotiated, add the payment terms as a bullet under #1
* In section 2, choose the travel, lodging, incidentals applicable to this agreement.
* **Delete these instructions.**

1. Upon satisfactory completion of the presentation(s) designated in Exhibit A, and any attachments, and upon receipt of an itemized invoice of prior services rendered, the University shall compensate Guest Speaker/Performer for services performed under this Agreement:

**[Choose the payment method that applies, delete the others and this sentence.]**

* at the fixed sum of $[ ]
* $ [ ] per hour
* $ [ ] in accordance with the schedule shown below:

\*\*\* If paying by a schedule, enter schedule information in this area \*\*\*

As an agency of the State of North Carolina, University may not make any advance payment(s) or deposit(s) prior to the completion of contracted services. Payment will be made exclusively by University check mailed to the address on this Agreement. State law prohibits University from agreeing to any acceleration clauses.

**[Choose the option below that applies, delete the other and this sentence.]**

1. Guest Speaker/Performer is responsible for all travel, meals, lodging in the fulfillment of this Agreement.

**OR**

Upon receipt of an itemized invoice, the University will reimburse Guest Speaker/Performer for travel, lodging, and meals consistent with state regulations concerning travel expense reimbursement. Guest Speaker/Performer must submit receipts to the University for reimbursement. Reimbursement may not exceed:

* $[ ] for transportation to and from the Agreement site
* $[ ] per day for rental of vehicles for a maximum of number of days
* $[ ] for lodging for a maximum of [number of nights] of nights