

UNIVERSITY OF WISCONSIN
SYSTEM Performance date(s):

ENTERTAINMENT OR SPEAKER CONTRACT

THIS CONTRACT for the personal services of performers or speakers for the engagement described below is made between the undersigned purchaser of services (herein called "Purchaser") and the undersigned performer or speaker (herein called "Entertainer/Speaker", even though there may be more than one person).

1. Nature of Services: Speaker etc. (Describe conditions or expectations of service)

2. Date: _____ Time: _____

3. Place: _____

4. Payment will be in form of a check issued by the State of Wisconsin and made payable to: _____

5. Time of payment: After Engagement (No advance payments or deposits will be made.)

6. Amount payable is:

Fee/Honorarium:	\$
Lodging:	N/A
Meals:	N/A
Transportation:	N/A
Other:	N/A

Disc jockeys are responsible for own sound and lights. Fog machines are not permissible.

Non-resident entertainers and public speakers are required to file a bond or place a security deposit with the Wisconsin Department of Revenue at least six days prior to the date of performance to assure payment of state income taxes if income earned from performance in Wisconsin will exceed \$7,000.

If the non-resident entertainer or public speaker does not show proof to the University that such bond or security deposit was filed with the Wisconsin Department of Revenue, state law provides that the University shall deduct 6% of the total performance contract price and remit said amount as withholdings for state income tax purposes.

7. If payment is to be made to an individual, the following information must be supplied:

Stage Name:
Legal Name:
Permanent Address:

Email:

8. Contact person at UW-Parkside is: _____

9. Arrangements for services are through: _____

10. It is understood that the Entertainer/Speaker executes this agreement as an independent contractor and is not an employee of the Purchaser. As such, the parties will each be responsible for their own acts of negligence as determined by law.
11. Details and manner of engagement are under the control of the Entertainer/Speaker or, in instance where a group is involved, the leader of the Entertainers/Speakers. However, Purchaser has the right to direct Entertainer/Speaker to discontinue any activity constituting violation of University policy, as well as any federal, state, or local laws. The Entertainer/Speaker agrees that the event will be subject to Covid protocols in place at the time of the event/activity.
12. Any requirements that Purchaser comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by Purchaser, in writing, in advance of the contract execution are made part of this agreement prior to the signing of the agreement by the Purchaser.
13. Anticipated starting times specified in the contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence, Entertainer/Speaker is required to be at place of performance a sufficient period of time prior to scheduled time of commencement so as to permit timely productions.

Cancellations

14. Either party may cancel this agreement without obligation to the other if cancellation notice is received in written form at least 21 days before appearance date.
15. Artist agrees to furnish payment to the Purchaser for actual appearance preparation costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after billing, subject to the limitations in Section 16, infra.
16. If due to illness, accident, or a force majeure event, including but not limited to, acts of God, acts of nature, severe weather, epidemic, pandemic, public health order, quarantine restrictions, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, and strikes, Artist or Purchaser fail to perform their obligations under this agreement, the agreement is cancelled, and neither party shall be liable for any payment to the other party, provided that the party failing to perform conveys written evidence supporting the condition(s) causing failure to perform, and that the failure to perform is beyond the reasonable control and without the fault or negligence of the party.

Disputes

17. In the event any on-site dispute shall develop between Entertainer/Speaker and Purchaser, action to resolve the same shall be delayed if the Entertainer/Speaker requests, until a representative of the local musicians' union has been advised of same and has been given an opportunity to participate in the resolution thereof. However, in no event shall such procedures be deemed to excuse Entertainer/Speaker's delay in timely performance more than 15 minutes.
18. This contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Wisconsin.
19. This contract, and the terms and conditions contained herein, may be enforced by the Purchaser and by each Entertainer/Speaker who is a party to this contract or who has, in fact, performed the engagement contracted for (herein called "participating Entertainer/Speaker"), and by the agent or agent(s) of each participating Entertainer/Speaker.
20. Disputes regarding the terms of the Agreement or claims arising out of its execution or performance may be resolved in any Wisconsin court with competent jurisdiction.
21. Legal representation of a State Agency is provided by the Wisconsin Attorney General's office

or its designee, according to the Wisconsin State Statutes. The University of Wisconsin is not authorized to enter into any agreement which may include binding arbitration, hold-harmless, or indemnification clauses without legislative action granting such authority.

Insurance

22. University of Wisconsin-Parkside, as an agency of the State of Wisconsin, is self-insured for liability protection. Such protection applies to university and state officers and employees only. All other individuals and organizations must provide their own liability coverage.
23. Damage to the premises, equipment or properties of Purchaser caused by Entertainer/Speaker or Entertainer/Speaker's staff, either intentionally or through negligence, will be paid for by Entertainer/Speaker or may be deducted from the fee, at the Purchaser's option.
24. The Purchaser assumes no responsibility for equipment, costumes, etc., utilized by Entertainer/Speaker, except in such instances where Purchaser agrees, in writing, to accept custody of same, and then only to the extent that loss or injury is occasioned by Purchaser's negligence or intentional acts.

Withholding Requirements

25. Non-U.S. Resident Aliens

The appropriate tax will be withheld based on IRS Section 1441 and existing tax treaties. Withholding is required at 30% (less pro-rated personal exemption amount) on payments for services unless:

- 25.1 Income is non-U.S. source.
 - 25.2 Payment is effectively connected with a U.S. trade or business and individual has filed Form 4224, or
 - 25.3 Income is partially or totally exempt or subject to a reduced withholding rate due to a tax treaty or pro-rated personal exemption amount and individual has filed Form 8233 to claim the exemption or reduced rate.
26. U.S. Residents
Withholding is required at the rate of 28% on payments for services if social security number is not provided.
 27. Non-Wisconsin Resident Entertainers

Institutions must withhold 6% of payments to non-resident entertainers if accumulated payments for entertainment services exceed \$7,000 in a calendar year and the entertainer has not filed WT-11 or provided a waiver from the Department of Revenue. Each institution must institute a procedure for accumulating payments to non-resident entertainers to determine if the \$7,000 limit has been reached.

Other

28. No performance or engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, unless there is a specific written agreement with the Entertainer/Speaker relating to and permitting such recording, reproduction, or transmission. The University will make a reasonable effort to prevent individuals from doing so.

- 29. Entertainer/Speaker is solely responsible for payment of royalty fees or dramatic rights and dramatic musical works, and/or performance fees, fees required by unions and similar organizations, and similar costs. The Entertainer/Speaker shall indemnify the Purchaser against any liability or damages, including attorney fees, which may arise as a result of violation by Entertainer/Speaker of copyright laws.
- 30. Sale of any souvenir items or programs by Entertainer/Speaker shall only be permitted upon specific written agreement with Purchaser 21 days prior to date of engagement, and then subject to the terms thereof.
- 31. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation as defined in s. 111.32(13m), or natural origin. Except (as defined in s. 16.765) with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The parties have agreed to and executed this document as of the dates indicated below:

Accepted by:

***FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM
dba the University of Wisconsin–Parkside***

Accepted by:

Legal Name:
Permanent Address:

Signature: _____

Date: _____

Signature: _____

Date: _____