[Agreement for all payments > $5,000 and higher risk activity payments of $5,000 or less]

[See guidance for use: [www.pugetsound.edu/about/offices-services/office-of-finance/contracts/approved-template-agreements/guest-presenterartistmusicianperformerspeaker-template-agreements/](http://www.pugetsound.edu/about/offices-services/office-of-finance/contracts/approved-template-agreements/guest-presenterartistmusicianperformerspeaker-template-agreements/)]

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PERFORMER/SPEAKER AGREEMENT

This Performer/Speaker Agreement (this “**Agreement**”), dated effective as of Click Down Arrow and Select Agreement Effective Date (the “**Effective Date**”), is made between **The** **University of Puget Sound** (“**Puget Sound**”) and Click and Enter Guest’s Full Legal Name, Click Down Arrow and Select Guest Entity Type (the “**Guest**”). Puget Sound and the Guest agree as follows:

1. **Description, Location, and Date of the Performance** (the “**Performance**”).

|  |  |  |  |
| --- | --- | --- | --- |
| **Description:** |  | | |
| **Location:** |  | | |
| **Begin Date:** |  | **Complete Date:** |  |
| **Arrival Time:** |  | **Completion Time:** |  |

1. **Description of Services**. The Guest agrees to provide the following services to Puget Sound (the “**Services**”):
2. The Performance described above. Guest agrees to arrive at the Location no later than the Arrival Time listed above. The Guest will personally attend the Performance and perform the Performance and will not subcontract or delegate any of its obligations under this Agreement to any third party.
3. Click and enter details of other expectations (i.e. classroom visits, meetings with students). Delete if not applicable.
4. Click and enter details of other expectations (i.e. classroom visits, meetings with students). Delete if not applicable.
5. Click and enter details of other expectations (i.e. classroom visits, meetings with students). Delete if not applicable.
6. **Performance Fee, Expenses, and Payment Terms.** As payment for completion of the Services, Puget Sound will pay the Guest a fee in the amount of **$**Click and Enter Amount U.S. Dollars (the “**Performance Fee**”). Puget Sound will provide [description of any travel, lodging, meals, or other expenses or items/services to be provided by Puget Sound; if Puget Sound is paying for expenses, include that expenses must be pre-approved by Puget Sound in writing prior to the date the expenses are incurred. If no expenses will be covered, remove sentence completely]. All payment made by Puget Sound to the Guest under this Agreement shall be made by check payable to the Guest. Payment shall be due [indicate when the payment is due; describe whether there is a deposit, the date due, etc.]. Except as expressly provided in this Agreement, no other payment or consideration shall be owed by either party to the other under this Agreement. Each party shall be responsible for its own expenses except as expressly provided otherwise in this Agreement.
7. **Publicity; Photographs; Sign Language Interpretation.** The Guest authorizes Puget Sound to: [edit, add, or remove items and edit Section title, as applicable]
8. publicize the Performance, including issuing press releases;
9. take and use photographs of the Guest and the Performance for publicity and in Puget Sound publications;
10. provide sign language interpretation for the Performance; and
11. use the Guest’s name, image, likeness and biography in connection with the above authorizations.
12. [Remove if not applicable] **Recordings and Materials.** Puget Sound may record the Performance and use materials submitted in connection with the Performance as further described in Attachment A to this Agreement.
13. **Termination of Agreement.** 
    1. *Term*. The term of this Agreement will begin on the Effective Date and, unless earlier terminated in accordance with this Termination of Agreement Section, will continue for the duration of the Performance. The parties may mutually agree in writing to extend the term of this Agreement.
    2. *Termination for Convenience*. Puget Sound may terminate this Agreement for its convenience upon written notice to the Guest. If Puget Sound terminates this Agreement under this Termination of Agreement Section:
14. thirty (30) or more days prior to the Performance, Puget Sound’s only obligation is to pay for any expenses described in the Performance Fees, Expenses, and Payment Terms Section that Puget Sound pre-approved and that the Guest incurred prior to the effective date of termination;
15. fewer than thirty (30) days prior to the Performance but before the day of the Performance, Puget Sound will pay the Guest 25% of the Performance Fee; or
16. on the day of the Performance, Puget Sound will pay the Guest 100% of the Performance Fee.
    1. *Termination for Cause*. Either party may terminate this Agreement on the other party’s breach of this Agreement. The non-breaching party must give ten (10) days’ written notice and the opportunity to cure its breach.
    2. *Survival*. The provisions of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement, or have application to events that may occur after the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement. All authorizations and indemnity obligations will be deemed to survive the termination or expiration of this Agreement.
17. **Compliance with Puget Sound Policies.** The Guest will comply with, as applicable, the most current version of Puget Sound’s campus-wide policies available at <http://www.pugetsound.edu/about/offices-services/human-resources/policies/campus-policies/> (or a successor site designated by Puget Sound).

[If compliance with specific policies should be emphasized, include here. For example: Firearms and controlled substances are prohibited on university property. Alcoholic beverages may not be consumed in most campus facilities without a banquet permit, and the Guest agrees to refrain from consuming alcohol on campus.]

1. **Warranties.** The Guest represents and warrants to Puget Sound on a continuing basis that: (a) the Performance will not violate any agreement or obligation between the Guest and a third party; (b) the Performance will not infringe or violate any copyright, patent, trademark, trade secret or other intellectual property, proprietary, privacy, personal or publicity right of any third party; and (c) the Performance is not libelous, defamatory or unlawful.
2. **Indemnification.** 
   1. *Mutual Indemnification*. Each party will indemnify, defend and hold the other harmless from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) (“Losses”) arising from or relating to any claim, action or proceeding (each a “Claim”) brought by any third party based upon (a) any breach by the indemnifying party of its representations, warranties or obligations set forth in this Agreement; or (b) any negligent act or omission or intentional misconduct of the indemnifying party.
   2. *Indemnification Procedures*. The indemnified party will (a) provide the indemnifying party with reasonably prompt notice of Claims; (b) permit the indemnifying party through mutually acceptable counsel to answer and defend Claims; and (c) provide the indemnifying party with reasonable information and assistance to help the indemnifying party defend Claims at the indemnifying party’s expense. Any indemnified party will have the right to employ separate counsel and participate in the defense of any Claim at its own expense. Neither party will stipulate, admit, or acknowledge any fault or liability on the part of the other without prior written consent.
3. [Remove if not applicable] **Release for Loss of Personal Property.** The Guest acknowledges that Puget Sound will not be responsible for any loss to the Guest’s personal property when placed outside of the secured dressing area.
4. **Insurance.** 
   1. *Required Coverage.*The Guest will maintain sufficient insurance coverage to meet obligations created by this Agreement and by law. The Guest’s insurance must include the following coverage to the extent the Agreement creates risks generally covered by these insurance policies:
5. Commercial General Liability (occurrence form) including contractual and product liability with limits of at least $1,000,000 USD per occurrence;
6. Automobile liability with limits of at least $1,000,000 USD per occurrence;
7. Worker’s compensation that satisfies all State of Washington statutory limits; and
8. Employer’s liability with limits of at least $1,000,000 USD per occurrence.

The Guest will name “The University of Puget Sound” and its trustees, officers and employees as additional insureds in the Commercial General Liability policy.

The Guest will maintain either active policy coverage or an extended reporting period providing coverage for claims first made and reported to the insurance company within 36 months after termination or expiration of this Agreement.

* 1. *Proof of Coverage*. Within five days after the Effective date, the Guest will provide Puget Sound with proof of the insurance coverage required by this Section.
  2. *No Coverage Provided by Puget Sound.* Puget Sound does not provide any insurance, including worker’s compensation, general liability, sexual misconduct liability, sexual harassment liability or auto insurance, for the Guest. The Guest acknowledges that the Guest is not insured through Puget Sound for such risks. The Guest will be responsible for any injury or illness medical expenses the Guest may incur in relation to providing Services to Puget Sound.

1. **General Terms and Conditions.**
   1. *Force Majeure.* Neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike and other causes beyond the party’s reasonable control).
   2. *Taxes*. The Guest will be responsible for and pay all costs of conducting its business, including the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. The Guest will be responsible for payment of its self-employment taxes, including income taxes, Social Security taxes, and workers’ compensation premiums.
   3. *Construction*. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions of this Agreement, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. The words “include,” “includes” and “including” will be deemed to be followed by “without limitation.”
   4. *Governing Law; Jurisdiction; Attorneys’ Fees*. This Agreement will be governed by, and construed in accordance with, the laws of the State of Washington as applied to contracts performed therein but without reference to its choice of law rules. Any suit brought by either party against the other party for claims arising out of this Agreement will be brought, as applicable, in the state courts in Pierce County, Washington, or in the United States District Court for the Western District of Washington. Each party agrees not to commence or prosecute any such action, claim, or proceeding other than in the aforementioned courts. In any dispute concerning or arising under this Agreement, the substantially prevailing party will be entitled to reasonable attorneys’ fees and costs.
   5. *Independent Contractor.* The Guest enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. This Agreement will not create the relationship of employer and employee, a partnership, or a joint venture.
   6. *Counterparts*. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties agree that any facsimile copy of a signed counterpart of this Agreement will be treated the same as a signed original of this Agreement.
   7. *Entire Agreement*. This Agreement, including any attachments attached to this Agreement, contains the entire understanding of the parties with respect to the subject matter of this Agreement, supersedes all prior and contemporaneous agreements or negotiations between the Guest and Puget Sound concerning the subject matter of this Agreement, and cannot be amended except by a writing dated subsequent to this Agreement and signed by both parties.
   8. *Contact Information and Notices.* The following contact information will be used for communications and notices related to this Agreement, including payment. All notices will be deemed given as of the day they are received either by messenger, delivery service, or U.S. mail, postage prepaid, certified or registered, return receipt requested. Notices must be sent to:

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| --- | --- | --- | --- | --- |
| To Puget Sound: | |  | To the Guest: | |
| Contact Name: | Click and Enter Attn to Name |  | Contact Name: | Enter Name if not Guest Name |
| US Mail Address: | University of Puget Sound  1500 N Warner St # Enter CMB #  Tacoma, Washington 98416  Attn: Click and Enter Attn to Name |  | US Mail Address: |  |
| Email Address: |  |  | Email Address: |  |
| Phone Number: |  |  | Phone Number: |  |

The parties have executed this Agreement and intend it to be effective as of the Effective Date. The Guest agrees to sign and return this Agreement and a completed IRS Form W-9 by Click Down Arrow and Select Return Date so Puget Sound may process payment to the Guest.

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| --- | --- | --- |
| **THE UNIVERSITY OF PUGET SOUND** |  | **Guest’s Full Legal Name** |
| BY: |  | BY: |
| (Authorized Signature) |  | (Authorized Signature) |
| NAME: Click and Enter Name of Signatory |  | NAME: Guest Signatory Name |
| (Print or Type Name of Signatory) |  | (Print or Type Name of Signatory) |
| TITLE: Click and Enter Title of Signatory |  | TITLE: Click and Enter Title of Signatory |
| (Title) |  | (Title) |
| And BY: |  | **Guest UBI/Business License #:**  Click and Enter UBI/Bus License # |
| (Authorized Signature) |  |
| NAME: Click and Enter Name of Signatory |  |
| (Print or Type Name of Signatory) |  |
| TITLE: Click and Enter Title of Signatory |  |
| (Title) |  |