



GUEST PERFORMER(S) CONTRACT

NAME OF PERFORMER(S): _____

AGENT/AGENCY (if any): _____

ADDRESS: _____ CITY, STATE & ZIP: _____

TELEPHONE: _____ FAX: _____

This Agreement is entered into between Virginia State University ("the UNIVERSITY"), a public institution of higher education and an agency of the Commonwealth of Virginia, and the PERFORMER(S) named above.

1. **SERVICES:** The PERFORMER shall perform the services described below:

Guest PERFORMER Topic/Speech Title: _____

VSU Contract Person: _____ Telephone: _____

Club/Organization or Hall: _____ Event Date: _____

Location: _____ Start Time: _____ End Time: _____ (E.S.T.)

Event Length: _____ Q&A length: _____ (leave blank if no Q&A)

PERFORMER requires the following equipment or item for this Agreement:

PERFORMER agrees not to violate any proprietary or personal rights of others (including any copyright, trademark and privacy rights), and that his/her remarks will be factually accurate, and contains nothing defamatory or otherwise unlawful. PERFORMER also agrees their address/services will not negatively impact the reputation of the UNIVERSITY.

2. **eVA APPLICATION AND REGISTRATION:** To be considered for a PERFORMER contract award, the PERFORMER shall register in eVA, the Internet based procurement system used by state agencies and institutions in the Commonwealth of Virginia, prior to contract award. eVA registration includes submission of a Commonwealth of Virginia substitute w-9 form. To register and learn more about eVA the PERFORMER may go to <https://eva.virginia.gov/index.html>.

3. **COMPENSATION:** The UNIVERSITY will pay as a flat fee, inclusive of travel and all expenses, the amount of: (\$ _____). PERFORMER to complete a Commonwealth of Virginia Substitute Request for Taxpayer Identification Number and Certification (Form W-9), and submit to the UNIVERSITY to ensure payment.

4. **TERMS OF PAYMENT:** Payment to the PERFORMER will be processed net thirty (30) days following the receipt of a proper invoice by the university. Invoices are to be submitted to:

Virginia State University
Attn: Accounts Payable
P.O. Box 9075
Virginia State University, VA 23806
Fax (804) 524-5249 Email: accountspayable@vsu.edu

UNIVERSITY check/electronic payment to be made payable to: _____

5. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** PERFORMER shall defend, indemnify, and hold harmless the UNIVERSITY, its Board of Visitors, officers, agents, employees and/or Commonwealth of Virginia from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the PERFORMER hereunder, whether the same arises before

or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the University's sole negligence or willful misconduct.

6. **TERMINATION.** This contract may be terminated at no cost to either party upon 30 days advance written notice or as agreed to by the Parties.

7. **FORCE MAJEURE.** If an Act of God, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-sight mechanical difficulties (e.g., a power failure) should render the performance contemplated by the Contract impossible, the parties shall not be liable to one another for direct or consequential damages they sustain. In such an event, the parties shall attempt to reschedule the performance for another mutually convenient date and time. If rescheduling is not possible, then the Contract shall become null and void upon either party's written notification to the other at its last known address. In such an event, neither party shall have any other or further obligation to the other arising out of the Contract.

8. **COMPLIANCE.** PERFORMER, and any subcontractors to this contract, shall upon request verify the work eligibility status of all new employees and shall remain in compliance with all Federal, State and local immigration laws and regulations relating to the immigration status of their employees during the term of this contract.

9. **RELATIONSHIP OF INDEPENDENT CONTRACTOR ESTABLISHED.** It is mutually understood and agreed by the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. UNIVERSITY shall not be responsible for any insurance coverage while PERFORMER provides services for VSU or for any incident, injuries, illness that shall arise later. PERFORMER agrees to hold the UNIVERSITY harmless for any incidents, accidents, or injuries that shall occur while performing duties under this Agreement.

10. **RIGHT TO NAME AND PHOTOGRAPH:** The PERFORMER hereby grants to UNIVERSITY the right to use the PERFORMER's name, photograph, and likeness in, and in connection with, all forms of: advertising, information programs, promotional material and any and all other materials, including audio and/or video recordings, to promote this singular UNIVERSITY program or activity or in any instructional or information materials derived directly from and credited to the program or activity.

11. **MODIFICATION:** That any modifications to this Agreement must be mutually agreed and in writing and comport with appropriate provisions of the *Virginia Public Procurement Act (VPPA) and Commonwealth of Virginia Vendors Manual.*

12. **OTHER:** The PERFORMER is an independent contractor and will pay all applicable state, local and federal taxes associated with this Agreement. The Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties. Time is of the essence in this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Virginia. Any dispute arising hereunder shall be resolved exclusively in the courts of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the undersigned have set their respective hands on the Date of Agreement recited below.

VIRGINIA STATE UNIVERSITY

PERFORMER

By: _____
Authorized VSU Representative

By: _____
Authorized Representative

Title: _____

Date: _____

Date: _____

Questions regarding the VSU Guest PERFORMER Contract should be directed to:

Virginia State University
Office of Procurement Services
1 Hayden Drive, Virginia State University, VA 23806
Phone: (804) 524-6994 ~ Fax: (804) 524-5299
Email: procurement@vsu.edu

****Document revised by the University Legal Counsel's Office 12/03/18****