



University of Wisconsin Eau Claire
 105 Garfield Avenue, P.O. Box 4004
 Eau Claire, WI 54702-4004

Contract for Services

This contract provides for services as described below, made _____ between the Board of Regents of the University of Wisconsin System doing business as the University of Wisconsin – Eau Claire. (herein called PURCHASER) and the undersigned Musician(s), Performer(s), Speaker(s), (herein called ARTIST).

1. Name of ARTIST or Nature of Services: _____ Number of Presenters: _____
2. Type/Name of Event: _____
3. Location of Event: _____
4. Date of Event: _____
5. Starting time: _____ Set Length: _____ Number of Sets: _____ Break Length: _____

6. Additional conditions/special requirements/technical information:

7. In no event shall the Purchaser be required to make any advance payments or deposits.

8. The agreement of the ARTIST to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond ARTIST's control. It is further agreed that the PURCHASER shall not be liable for payment in the event that the ARTIST fails to appear for whatever reason.

9. PURCHASER and ARTIST agree that this is a contract for the engagement of professional services by the ARTIST. The ARTIST 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.

10. Details and manner of performance are under control of the ARTIST, or in instances where a group is involved, the leader of the ARTIST. However, the PURCHASER has the right to direct the ARTIST to discontinue any activity constituting a violation of any University policies, federal, state or local laws.

11. PURCHASER assumes no liability to provide any equipment, service or accommodation not specifically stated in this contract or incorporated into a written addendum hereto.

Cancellations

12. Either party may cancel this agreement without obligation to the other if cancellation notice is received in written form at least sixty (60) days before appearance date.

13. The ARTIST agrees to furnish payment to the PURCHASER for actual appearance costs in the event of a late cancellation, late appearance, or nonappearance within thirty (30) days after billing.

14. If due to illness, accident, riot, strike, epidemic or other causes legally known as acts of God, the ARTIST or PURCHASER is forced to cancel a contract neither party nor any representative shall be liable for any payment. It is further agreed that the PURCHASER shall not be liable for payment in the event that the ARTIST fails to appear for whatever reason.

Breach of Contract

15. This contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Wisconsin.

16. This contract, and the terms and conditions contained herein, may be enforced by the Purchaser and by each performer who is a party to this contract or who has, in fact, performed the engagement contracted for (herein called "Participating Artist"), and by the agent(s) of each Participating Artist.

17. 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.

18. Legal representation of a State Agency is provided by the Wisconsin Attorney General's Office or its designee, according to the Wisconsin State Statutes. PURCHASER is not authorized to enter into any agreement which may include binding arbitration, hold-harmless, or indemnification clauses without legislative action granting such authority.

19. If someone signs these contracts and riders other than the Artist, the person signing expressly warrants authorization by the Artist to execute these agreements on behalf of the Artist for this engagement at the time and place so specified.

Insurance

20. PURCHASER, 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.

21. Damages to the premises, equipment or properties of the Purchaser caused by the Artist or Artist's staff, either intentionally or through negligence, will be paid for by the Artist or may be deducted from the fee.

22. The Purchaser assumes no responsibility for equipment, costumes, etc., utilized by the Artist, except in such instances where the Purchaser agrees, in writing, to accept custody of same and then only to the extent that loss or injury is occasioned by the Purchaser's negligence or intentional acts.

Other

23. No performance of the 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 Artist relating to and permitting such recording, reproduction, or transmission. PURCHASER will make reasonable effort to prevent individuals from doing so.

24. The performing Artist or company's rider will be followed exactly by the Purchaser unless otherwise indicated on the face of the rider when contracts are returned to the Artist. Failure to provide an up-to-date rider or complete information on technical requirements of equipment prior to the concert or show will result in the Artist paying any additional expenses for equipment or resetting of equipment necessary.

25. The Artist certifies that all equipment requested in this agreement for usage at said performance will be utilized at said performance. Any equipment not used by the Artist shall be paid for by the Artist and any such costs will be deducted from the agreed upon fee prior to payment by the PURCHASER .

26. It is agreed that the performance is open to the public and that the Artist agrees not to give a performance within a 60 mile radius of Eau Claire, Wisconsin 6 weeks before appearing at UW-Eau Claire without the approval of PURCHASER.

27. PURCHASER reserves the right to all stage announcements made at the engagement. PURCHASER may additionally take whatever steps it deems necessary to protect the health, safety, and welfare of the persons attending the performance covered by this agreement.

28. PURCHASER will not use any of its funds to purchase any form of alcoholic beverages. Sponsoring members and/ PURCHASER staff are not obligated to obtain alcoholic beverages for the Artist regardless of source of funds.

29. Sales of any souvenir items or programs by Artist shall only be permitted upon specific written agreement with Purchaser five (5) working days prior to date of engagement. Percentage of sales retained by Purchaser to be mutually agreed upon by Artist and Purchaser, amount not to exceed 20% if Artist sells and 25% if Purchaser sells.

30. The Artist 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 Artist shall indemnify the Purchaser against any liability or damages, including attorney fees, which may arise as a result of violation by the Artist of copyright laws.

31. If Artist is not a legal resident of the State of Wisconsin, the State requires all Purchasers of entertainment and public speakers to withhold 6% of the entertainer's or public speaker's total fee, if contract price (including additional lighting, sound, etc.) is more than \$7,000.00 and remit that amount after the performance to the Wisconsin Department of Revenue. The Artist may file for a return at the end of the year or may file a bond or security deposit with the Wisconsin Department of Revenue at least two (2) days prior to the performance. This amount is deducted to ensure that proper state income tax is collected from the Artist. The attached non-resident form must be completed.

32. In connection with the performance of work under this contract, the Artist agrees not to discriminate against any employee or applicant for employment because of age, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01 (5) of the Wisconsin State Statutes, sexual orientation as defined in section 111.32 (13m), or national origin. Except (as defined in section 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.

33. State of Wisconsin regulations prohibit smoking in any buildings and possession of non-catered alcoholic beverages on campus.

34. For the above stated services of ARTIST, PURCHASER agrees to pay by University check the all-inclusive fee of:

TOTAL AMOUNT PAYABLE: _____

IN WITNESS WHEREOF, the parties have caused this contract to be signed on day and year written below.

PURCHASER: the Board of Regents of the University of Wisconsin System
doing business as the University of Wisconsin – Eau Claire

ARTIST: _____

UW-Eau Claire Contract Authorized Signature

ARTIST or Authorized Signature

Date: _____

Date: _____

Account Funding String: _____

Address:

Account Signatory:

(Print Name)

Account Authorization Signature

Email address (required)

Phone: _____

Phone: _____

NON-RESIDENT ARTIST INFORMATION FORM

This form is to be filled out if the contract is over \$7,000 and the nonresident entertainer (Artist) is not a resident of the state of Wisconsin.

Withholding - All payments made to a non-resident Artist or their Agent for performing in the state of Wisconsin are subject to 6% Nonresident Entertainer Tax unless they provide a bond or deposit with the Wisconsin Department of Revenue at least seven days prior to the performance or they can provide a copy of a waiver provided by the Wisconsin Department of Revenue. Information can be found in the Wisconsin Department of Revenue Publication 508:

<https://www.revenue.wi.gov/DOR%20Publications/pb508.pdf>

Whoever will be claiming the withholding on their Wisconsin state income tax should fill in their information below. The 6% withholding will be allocated to the name and tax identification number provided on this form. (This could be either the Agent or the Artist depending on whom is claiming the withholding.)

TYPE OF ENTITY AND TAX NUMBER

C Corporation EIN _____

S Corporation EIN _____

Individual Social Security (Individual/sole proprietor or single member LLC)

SSN or EIN (please circle one) Number _____

LLC (Being taxed as: C=C corporation, S=S corporation, P=Partnership – please circle one)

SSN or EIN (please circle one) Number _____

Partnership Employer

SSN or EIN (please circle one) Number _____

If partnership does not have an Employer ID number, print the names and Social security numbers of each individual in the partnership, so withholding may be properly credited.

Full Name _____ Social Security No. _____

Full Name _____ Social Security No. _____

Full Name _____ Social Security No. _____

ARTIST NAME AND BUSINESS ADDRESS (If Agency is claiming the withholding, enter the stage name of the entertainer, name of the Agency, and the Agency address.)

Stage Name of Non-Resident Artist _____

True name of the Non-Resident Artist (If Artist is claiming the withholding) OR name of the Agency

Address _____

City, State, Zip Code _____