

## UWM - UNPAID PERFORMER CONTRACT

Changes to the contract require prior written approval of the University Contracting Officer.

This Contract for personal services of Entertainers or Public Speakers for the engagement described below is made between the State of Wisconsin on behalf of the Board of Regents of the University of Wisconsin System, the University of Wisconsin - Milwaukee as the purchaser of entertainment (herein called "Purchaser") and the undersigned Artist or Artists (herein called "Artist", even though there may be more than one person). The Purchaser agrees to provide the Artist a forum in which to publicize the Artist's entertainment in exchange for the Artist providing entertainment at no cost that the Purchaser may offer to its students and the community.

| <b>Artist arrangements are made through:</b>           | <b>Purchaser arrangements are made by:</b>               |
|--|--|
| Agent Name: <input style="width: 90%;" type="text"/>   | Contact Person: <input style="width: 90%;" type="text"/> |
| Stage Name: <input style="width: 90%;" type="text"/>   | Department: <input style="width: 90%;" type="text"/>     |
| Permanent <input style="width: 90%;" type="text"/>     | Address: <input style="width: 90%;" type="text"/>        |
| Address: <input style="width: 90%;" type="text"/>      | <input style="width: 90%;" type="text"/>                 |
| <input style="width: 90%;" type="text"/>               | <input style="width: 90%;" type="text"/>                 |
| Phone Number: <input style="width: 90%;" type="text"/> | Phone Number: <input style="width: 90%;" type="text"/>   |

1. Nature of Services, which are provided at no cost:

2. Date:  Time:  Length:

3. Place:

4. It is understood that 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.

5. Details and manner of performance are under the control of the Artist or in instance where a group is involved, the leader of the group. However, Purchaser has the right to direct Artist to discontinue any activity constituting a violation of university policy, federal, state, or local laws.

6. 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 or are made part of this agreement prior to the signing of the agreement by the Purchaser.

7. Anticipated starting times specified in the contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence, Artist is required to be present at place of performance a sufficient period of time prior to scheduled time of commencement so as to permit timely productions.

### Cancellations

8. 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.

9. Artist agrees to furnish payment to the Purchaser for actual appearance preparation costs in the event of a late cancellation, late appearance, or nonappearance within 30 days after billing, subject to the limitations in Section 12 below.

10. If, due to illness, accident, or other causes legally known as Acts of God, Artist, or Purchaser is forced to cancel a contract, neither party, nor any representative shall be liable for any payment provided written evidence of said condition(s) is submitted at the time of cancellation.

### Disputes

11. In the event any on-site dispute shall develop between Artist and Purchaser, action to resolve the same shall be delayed if the Artist 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 the Artist's delay in timely performance more than 15 minutes.

Breach of Contract

12. This Contract and any proceedings conducted hereunder, shall be governed and enforced under the laws of the state of Wisconsin. 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.

13. This contract, and the terms and conditions contained herein, may be enforced by the Purchaser and by each Artist who is a party to the contract or who has, in fact, performed the engagement contracted for and by their agent or agents.

14. Legal representation of a State Agency is provided by the Wisconsin Attorney General's office or its designee, according to the Wisconsin State Statutes.

Insurance

15. The University of Wisconsin-Milwaukee 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. 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. All other individuals and organizations agree to provide their own liability coverage.

16. Damage to the premises, equipment or properties of Purchaser caused by Artist or Artist's staff, either intentionally or through negligence, shall be paid for by Artist and Artist agrees not to claim otherwise or dispute this section 16 of this Agreement.

17. The Purchaser assumes no responsibility for equipment, costumes, etc., utilized by Artist, 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.

Other

18. 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 Artist relating to and permitting such recording, reproduction, or transmission. The University will make a reasonable effort to prevent individuals from doing so.

19. The Artist is solely responsible for payment of royalty fees or dramatic rights and dramatical 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 any violation by Artist of copyright laws.

20. Sale of any souvenir items or programs by Artist shall only be permitted upon specific written agreement with Purchaser 21 days prior to date of engagement, and then subject to the terms thereof and provided arrangements for the payment of applicable sales tax are made.

21. 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, 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), natural origin, or otherwise as prohibited by local, state and federal law. Except (as defined in s. 16.765) with respect to sexual orientation, the Artist further agrees to take affirmative action to ensure equal employment opportunities. The Artist 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 University of Wisconsin Milwaukee's equal opportunity policy conforms to federal equal opportunity and affirmative action clauses. These terms incorporate by reference, into federally-funded contracts where applicable, the equal opportunity clause contained in 60-1.4 (for contracts in excess of \$10,000) and affirmative action clauses 60-250.4 (disabled veterans and veterans of the Vietnam era for contracts in excess of \$10,000) and 60-741.4 (disabled workers for contracts in excess of \$2.500) title 41 Code of Federal Regulations.

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

|  |                                  |
|--|----------------------------------|
| <b>For the State of Wisconsin</b> on behalf of the Board | <b>Accepted by Artist/Agent:</b> |
| of Regents of the University of Wisconsin System,        |                                  |
| UW Milwaukee, PO Box 777, Milwaukee WI 53201             |                                  |
| Signature:   | Signature:                       |
| print or type the following:                             | print or type the following:     |
| Name:  | Name:                            |
| Title:   | Title:                           |
| Date:  | Date:                            |