

UNIVERSITY OF MARY WASHINGTON PERFORMERS CONTRACT

This contract for the personal services of talent is made this day _____ between the
University of Mary Washington and the arts of _____.

Place of engagement: _____
at the University of Mary Washington, Fredericksburg, VA.

Day and date of engagement: _____ Time: _____ until _____

This contract is subject to the provisions of the Commonwealth of Virginia Vendors' Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of this manual is normally available for review in the purchasing office or at: <http://eva.virginia.gov/pages/eva-vendors-manual.htm>.

The University, its officers, employees and agents, and the Performer, its officers, employee and agents will not be responsible for any delay or failure in the performance resulting from any cause beyond their control, including without limitation: war, strikes, labor disputes, civil disturbances, fires, natural disasters, acts or regulations of public authorities, and acts of God.

If, in sole judgment of the University, it becomes necessary to cancel the performance to protect life or its property, or the property of others, then the University may do so without liability to the Performer. Any deposits or prepayments made by the University to the Performer will be returned to the University if the Performer's performance under this Agreement is canceled for any reason.

The Performer is an independent contractor. Neither Performer (nor Performer's Agent) or any member of their organization(s) shall hold themselves out as an agent or employee of the University.

Neither Performer nor Performer's Agent has authority to make any commitment on behalf of the University.

Campus Safety. Identification of any individual on the premises of University facilities may be required any time at the discretion of an administrative officer of the University or the University Police.

Fire Safety. The Performer agrees to be aware of and abide by fire safety regulations and procedures, including proper exit procedures, room capacity, and room set up requirements.

It is understood and agreed that the University shall not be responsible for any loss of or damage to the property of the Performer, or for the acts or omission of the audience.

The Performer represents and warrants that its performance in all respects (including any sheet music, lyrics or script as may be desired or required by the University) will not violate any copyright, and all that necessary approvals to perform copyrighted works have been obtained. Performers agree to indemnify, defend and save harmless the University against any copyright claim, demand, liability or expense caused by or arising out of its performance. The University is hereby authorized to use Performer's name and other service marks to advertise the scheduled event.

The following terms are hereby incorporated by reference: a) The provisions required by Va. Code 2.2-4354 obligating Performer to make prompt payment to all subcontractors and provide University with a valid taxpayer identification number; b) the provisions required by Va. Code 2.2-4311.2 obligating Performer to comply if Performer is required by law to be authorized to transact business in the Commonwealth; and c) if the agreed upon compensation for this Agreement exceeds \$10,000, the provisions required by Va. Code 2.2-4311 prohibiting Performer from discriminating in employment and Va. Code 2.2-4312 obligating Performer to provide a drug-free workplace. Performer does not and shall not during their performance of the Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

This Agreement may not be assigned by either party without advance written consent of the other party.

Nothing in this Agreement shall be deemed a waiver of sovereign immunity of the Commonwealth of Virginia.

The Agreement (and any signed written addenda) constitutes the entire understanding of the parties and supersedes any and all prior oral or written agreements.

Compensation agreed upon: _____.

Payment Method: The Contractor shall submit a Vendor Registration Form prior to payment being issued.

Payment Terms shall be net 30 days unless otherwise noted herein: _____.

EIN or SSN for tax purposes: _____

Check Payable to: _____

Remit to Address for Payment: _____

In witness whereof, the parties have hereto have set their names on the day and year first written above.

PERFORMER

UNIVERSITY

By: _____
(Signature)

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

FUND: _____ ORG: _____ ACCT: 71268 PRGM: _____ ACT: EXEMPT LOC: _____

New Vendor Application Form attached? Yes ☐ No ☐