

# PERFORMER/GUEST SPEAKER/GUEST ARTIST AGREEMENT

This agreement is made and entered into this \_\_\_day of \_\_\_\_\_, \_\_\_\_\_, by and between the Parties named below. As used herein, "Contractor" means "Performer/Guest Speaker/Guest Artist".

**UNIVERSITY:**

The State of Colorado acting by and through the Board of Trustees of Colorado Mesa University for the use and benefit of Colorado Mesa University

COLORADO MESA UNIVERSITY  
1100 NORTH AVENUE  
GRAND JUNCTION, CO 81501-3122

CONTACT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

STUDENT CLUB/DEPARTMENT: \_\_\_\_\_

AGENCY

CONTRACTOR

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## EVENT INFORMATION

CONTRACTOR NAME:	
EVENT DATE:	
EVENT TIME:	
EVENT LOCATION:	
EVENT LENGTH:	
EVENT DESCRIPTION: (Exhibit A)	
EVENT LOAD-IN TIME:	

### FOR COLORADO MESA UNIVERSITY OFFICE USE ONLY

FUND	ORGN	ACCT	ACTV	AMOUNT	AUTHORIZED SIGNATURE
		6100			
		6100			
		6100			

CHECK PAYMENT:	<input type="checkbox"/> Pick Up & Hand Deliver By:	<input type="checkbox"/> Mail
MAKE CHECK PAYABLE TO:		

**TERMS:**

The University agrees to pay Contractor a fixed sum of \$\_\_\_\_\_, all inclusive, to be paid within thirty (30) days of completion of the services.

**THE UNIVERSITY SHALL:**

1. Furnish lighted and legal place for the performance together with appropriate stage accessories and properties.
2. Appropriately advertise the performance.
3. Provide parking validation, if required.
4. Have the right to cancel this Agreement without penalty at any time prior to fifteen (15) days prior to the Contractor's performance date. Such cancellation shall be in writing and received by Agency's and/or Contractor's Correspondent fifteen (15) days prior to the Contractor's performance date.
5. The Contractor will receive payment within thirty (30) business days after the performance.

**THE AGENCY AND/OR CONTRACTOR SHALL:**

1. Use every reasonable effort to ensure the appearance of the Contractor.
2. Have the right to cancel this Agreement without penalty at any time prior to fifteen (15) days before the date of the Contractor's appearance. Such cancellation shall be in writing and received by University's Contact fifteen (15) days prior to the Contractor's appearance date.
3. If the Agency and/or Contractor cancels this Agreement within fifteen (15) days prior to the Contractor's appearance date, the Agency and/or Contractor will pay liquidated damages equal to twenty five percent (25%) of the amount of this Agreement plus all verified costs incurred by the University in preparing for the appearance of the Contractor on the scheduled date and time.
4. The Contractor agrees to speak/perform for \_\_\_\_\_ minutes.
5. The Contractor will respect all University property and equipment and will pay for any damages incurred by their performance.
6. W-9 form must accompany this agreement.
7. Contractor agrees to follow all University policies and Colorado state laws and comply with the organization/Colorado Mesa University staff at all times.
8. The Contractor must be respectful of the audience when it comes to sound volume, and must be willing to adjust their sound if requested by the organization/ Colorado Mesa University staff.
9. The Agency and/or Contractor 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 Agency and/or Contractor shall indemnify the University against any liability or damages, including attorney fees, which may arise as a result of violation by the artist of copyright laws.
10. The use of alcohol and controlled substances on University property is prohibited. No use of alcohol or controlled substances by any of the members of the performing group(s) will be allowed during their performance or while they are present on University property. In the event of non-compliance prosecution and immediate cancellation (including forfeit of payment) may result.

**ADDITIONAL TERMS:**

1. Agency and/or Contractor agrees and warrants it will not discriminate in its operation or employment practices relative to this Agreement against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by the laws of the United States, the State of Colorado or Mesa County.
2. Agency and/or Contractor agree that no performance will be given that is a benefit event for any political cause of any type or nature.
3. The Agency and/or Contractor shall furnish a Certificate of Insurance attesting that it has obtained, and shall maintain at all times during the term of this Agreement, Workers' Compensation Insurance for Agency's employees as required by state statute; Commercial General Liability Insurance covering the Performance, including fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits of \$1,000,000 each occurrence, \$1,000,000 general aggregate. The State of Colorado and Colorado Mesa University shall be named as additional insured on all liability policies as respects the Performance. Agency's and/or Contractor's coverage will be primary over any insurance or self-

insurance program carried by the State of Colorado. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail (10 days for nonpayment of premium). No later than 15 days prior to the expiration date of any such coverage, the Agency and/or Contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this Agreement, the State may request in writing, and the Agency and/or Contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

4. It is further agreed that the inability of the Contractor to perform due to accidents, the failure of means of transportation, labor strife, lockout, quarantine, riots, war, illness, order of public authorities, acts of god, or any other cause beyond University or Agency/Contractor control, will relieve the University of all obligations under this Agreement.
5. It is further agreed that the Agency and/or Contractor shall not stop the performance for any reason other than in the event of the emergency. If the performance is stopped for any other reason, the University reserves the right to not pay the Agency/Contractor.
6. The following Special Provisions are required by law to be made a part of every fiscal agreement of the State of Colorado and are hereby incorporated into this agreement. Any conflict between the Special Provisions and any other provision of this agreement, including any exhibit or attachment, shall be controlled by the Special Provisions.
7. The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
  - Colorado Special Provisions,
  - The provisions of the main body of this Agreement,
  - Exhibit A

**(Remainder of page intentionally left blank)**

## SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
- 5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
- 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.
- 11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
- 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day first above written.

\*Persons signing for the Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

**CONTRACTOR:**

**UNIVERSITY:**

**John W. Hickenlooper, Governor**  
acting by and through the Trustees of Colorado Mesa  
University for the use and benefit of Colorado Mesa  
University:

By: \_\_\_\_\_  
Signature of Contractor

By: \_\_\_\_\_  
Joseph Taylor, University Controller  
Or Authorized Delegate

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ALL CONTRACTS REQUIRE APPROVAL BY THE UNIVERSITY'S VICE PRESIDENT FOR FINANCE  
AND ADMINISTRATION**

**The University's Fiscal Rules require the University's Vice President for Finance and Administration to approve all Contracts. This Contract is not valid until signed and dated below by the University's Vice President for Finance and Administration or authorized delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the University is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.**

**VICE PRESIDENT FOR FINANCE AND ADMINISTRATION**  
Laura Glatt

By: \_\_\_\_\_  
Laura Glatt or Authorized Delegate

Date: \_\_\_\_\_