

Please submit all Independent Contractor paperwork to Human Resources to begin process



Necessary Documents for Independent Contractors at CMU

Please Check appropriate boxes and include this cover sheet when submitting to HR

Name of Independent Contractor: _____

IC's being compensated (Have not gone through process in last two years):

- Contractor Analysis form
- Department Head of VP Approval (goes on Contractor Analysis form)
- Liability Release Form
- W-9 Tax Form
- Statement of Work/Duties performed
- Certification of Personal Service Agreement (Performer/Guest Speaker/Guest Artist Agreement)
- Direct Request with invoice (in lieu of Performer/Guest Speaker/Guest Artist Agreement)
- Evidence of Independent Contractor Status

IC's NOT being compensated:

- Liability Release Form
- Certification of Personal Service Agreement (Performer/Guest Speaker/Guest Artist Agreement)
 - o With "No Payment" written in, and appropriate authorization
 - o IC needs to sign agreement before it is submitted to HR

IC's being compensated BUT have gone through the process in the last 2 years:

- Liability Release Form (We will need one each time they do work for CMU)
- Certification of Personal Service Agreement (Performer/Guest Speaker/Guest Artist Agreement)
- ...or, Direct Request with Invoice (in lieu of Performer/Guest Speaker/Guest Artist Agreement)

Additional Tips:

- Please make sure as you collect paperwork, there is no emailing of Social Security Numbers
- Paying for services like "Bananas Bump and Jumps" does not qualify as an Independent Contr.
- IC's CAN operate under a "DBA" (Doing Business As...)
- SSN must match the Analysis form same as the W-9
- Contractor Analysis form should be filled out by the person signing off on it



EMPLOYEE vs. INDIVIDUAL INDEPENDENT CONTRACTOR ANALYSIS

Responses to the following questions will assist in determining whether the individual performing work for Colorado Mesa University should be classified as an employee or independent contractor. Payments to employees are subject to withholding tax. The University can be held liable for failure to properly withhold such taxes. Payments to individuals who are independent contractors are subject to IRS reporting on Form 1099 and to self-employment tax.

If you answer "Yes" to either Question A or Question B, the individual is an employee and the person certifying the status need not complete the rest of this form. Affirmative answers to questions 1 through 7 and negative answers to questions 8 through 10 indicate an employee relationship. No one question is necessarily controlling. Contact the Director of Human Resources for assistance.

INDIVIDUAL'S NAME _____
 SOCIAL SECURITY / FEDERAL I. D. NUMBER _____

IS THE INDIVIDUAL A PERA RETIREE? YES NO
 IS THE INDIVIDUAL A MEMBER OF PERA? YES NO

	YES	NO	N/A
A. Does the University pay as employees others who perform essentially the same duties that are to be performed by this individual?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Has this worker previously been paid as an employee to perform essentially these same tasks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Instruction - Does the University control when, where and how the work is to be accomplished?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Training - Will the worker be trained in the job by working with an experienced University employee, by required attendance at meetings, seminars, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Continuing relationship - Does the arrangement with this worker establish continuing or recurring work, even if the services are seasonal, part - time, or of short duration?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Set hours of work - Does the University establish the hours of work or otherwise prevent the worker from being the "master of his or her own time"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Payment of business and/or travel expense - Does the University reimburse the worker for business or travel expense?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Furnishing tools and materials - Will the University provide the tools and materials needed to perform the work?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Right to terminate - Can the worker terminate the relationship with the University without incurring any liability?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Significant investment - Does the worker have a significant investment in the facilities/equipment used, and is this investment essential as well as adequate for the job?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Working for more than one firm at a time - Can the worker make the services available to a number of persons or firms at the same time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Making services available to the general public - Does the worker make the services available to the general public by a business directory listing, a business license, advertisements, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify the above responses are correct to the best of my knowledge and belief.

Signature of appropriate Vice President, Department Head _____

Date _____

Status: Independent Contractor Employee

Reviewed by the Director of Human Resources _____

Date _____

Independent Contractor

Liability Release Form

I, _____, am an independent contractor who
(printed name of independent contractor)
has agreed to provide services for Colorado Mesa University (CMU).

As an independent contractor, I understand and agree that I am not an employee of CMU and that I am not insured under the CMU Workers' Compensation Policy. Therefore, any injuries I may incur during the performance of my work as an independent contractor are NOT covered by workers' compensation insurance. In the event of an injury requiring medical care, I, or my personal health insurance, will be responsible for payment of all medical costs. I further understand that I am not covered by CMU's liability insurance, nor may I be entitled to protection from liability under the Colorado Governmental Immunity Act.

With full comprehension of the potential consequences of this decision, I hereby assume all risk of injury to myself and my property which I may suffer as a result of my service as an Independent Contractor at Colorado Mesa University. On behalf of myself as well as my heirs, administrators, executors, and assigns, I hereby release and forever discharge the State of Colorado, and Colorado Mesa University, as well as its trustees, officers, agents, and employees, from any and all claims, demands, and causes of action, of whatever kind or nature, either in law or in equity, arising from, or in any way connected with, injuries sustained by me or damages caused by me, in connection with my service as an Independent Contractor performing services for Colorado Mesa University.

I hereby acknowledge that I have carefully read this Liability Release Form, understand the contents thereof, and am executing it voluntarily of my own free will.

Signature of Independent Contractor

Date

Witness, Department Sponsor

Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	Colorado Mesa University 1100 North Avenue Grand Junction, CO 81501
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: : : :
or
Employer identification number
: : : :

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.
²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



Independent Contractor Statement of Work/Duties Performed:

Please give a brief description of the work/duties that will be performed by the independent contractor.

It is best to have the dates, times/duration, and location of the service provided, as well as the topic

they might be presenting. If you have questions, please reach out to Human Resources at X1820.

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

AGENCY CONTRACTOR

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT NAME: _____

PHONE: _____ FAX: _____

EMAIL: _____

CONTACT NAME: _____

PHONE: _____ FAX: _____

EMAIL: _____

STUDENT CLUB/DEPARTMENT: _____

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. Vendor On-boarding packet <https://www.coloradomesa.edu/accounting-financial-services/cmu-vendor-onboarding-packet.pdf> must accompany this agreement.
7. Contractor agrees to follow all University policies and Colorado state laws and comply with the directions of 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 with this paragraph, the University may notify law enforcement and may cancel the event (including forfeit of payment).

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, gender identity 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 University. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the University 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 University certificates of insurance evidencing renewals thereof. At any time during the term of this Agreement, the University may request in writing, and the Agency and/or Contractor shall thereupon within 10 days supply to the University, evidence satisfactory to the University 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 Special Provisions set forth on the following page are required by law and University fiscal rules to be made a part of every agreement of the University 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:
 - 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*.

A. VICE PRESIDENT AND UNIVERSITY CONTROLLER APPROVAL.

This Contract shall not be valid until it has been approved by the University's Vice President for Finance and Administration and the University Controller or their authorized delegates.

B. FUND AVAILABILITY.

Financial obligations of the University payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. 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.

D. 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 University. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the University and the University 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 University 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 University, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and state laws, University policies, procedures, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and procedures 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, procedures, 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.

G. BINDING ARBITRATION PROHIBITED.

The University 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.

H. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.

See CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the University 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.

I. VENDOR OFFSET.

[Not applicable to intergovernmental agreements]

If required by CRS §24-30-202.4 (3.5), the University Controller may withhold payment under the state's vendor offset intercept system for debts owed 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.

J. PUBLIC CONTRACTS FOR SERVICES. See 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 University 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 University 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 University may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

K. PUBLIC CONTRACTS WITH NATURAL PERSONS. See CRS §24-76.5-101.

If a natural person eighteen (18) years of age or older, Contractor 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 3-22-2019

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:

Jared S. Polis, Governor
State of Colorado 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: _____



Evidence of Independent Contractor Status:

Please provide documentation that illustrates that this person conducts this service as an independent contractor. Examples would include but are not limited to:

- Website
- Business card
- Certification
- Business License
- Resume
- Biography
- Etc.