University of Wisconsin-Madison Entertainment Contract

This contract for the personal services of performers for the engagement described below is between the University of Wisconsin-Madison herein referred to as “**University**” and the undersigned performer or performers (herein called the “**Artist**” even though there may be more than one person.) The contract consists of “University of Wisconsin-Madison Entertainment Contract” and the attached “**Additional Conditions**”. **Please complete all questions or fields marked , then print all pages of the document, or print the document and complete it with a pen. Finally, complete and sign the Artist signature box on the last page. Be sure to keep a copy for yourself.**

1) Name of Attraction/Performer:

2) Title of Event Number#

3) Date Starting Time \_ Finishing Time

4) Payment Agreed Upon: 4a) Payment will be in the form of a State of Wisconsin check payable to the Artist pr Agency

shown in the payment authorization section shown below.

5) Type of Event:  Lecture  Cultural Event  Theatre Performance  Music Performance  Other \_\_\_\_\_\_\_

6) Location of Performance \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7) Department Contact Person phone# \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

8) Student Sponsor Contact Person phone#

9) Additional Information:

10) Country of Residence: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Visa Type/#

11) State of Residence:

12) Are you a UW-Madison Employee?  Yes  No 12a) Are you a UW-System Employee?  Yes No

13) Are you a Wisconsin Resident?  Yes No 13a) Are you a UW-Madison Student?  Yes No

**The UNIVERSITY OF WISCONSIN-MADISON ENTERTAINMENT CONTRACT shall be invalid if not signed by all parties before performance. Check will be mailed to address provided after the event. Contract will generate payment for services only. All other agreed upon items will be paid directly to vendor or via reimbursement.**

**Purchaser: University of Wisconsin-Madison**

Dept Signature Date

Dean’s Signature Date

**PAYMENT AUTHORIZATION - PLEASE PRINT OR TYPE.**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| MAKE CHECK PAYABLE TO: | | |  | | | | | |
| (LEGAL NAME FOR INDIVIDUALS): | | | | |  | | | |
| **HOLD CHECK FOR PICK UP. CALL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ WHEN CHECK IS READY.** | | | | | | | | |
| VENDOR CONTACT: | |  | | | | | | COMPENSATION |
| ADDRESS: | |  | | | | | | Services $\_\_\_\_\_\_\_\_\_\_\_ |
| CITY/STATE: | |  | | | | | | Lodging $\_\_\_\_\_\_\_\_\_\_\_ |
| ZIP: |  | PHONE: | |  | | | | Transport $\_\_\_\_\_\_\_\_\_\_\_ |
| Social Security No. (for payment to individuals): | | | | | |  | | Meals $\_\_\_\_\_\_\_\_\_\_\_ |
| **Or** | | | | | | | | Other $ \_\_\_\_\_ |
| Federal Tax I.D. No. (for check to agencies or groups): | | | | | | |  | **TOTAL $ \_\_** |

F/Y FUND ACCT. UNIT DIV DEPT ACT NET TO PAY TYPE

**20 \_ 402 2620 A 04 25\_\_\_ 0 $ 3**

**20 \_ 128 2620 A 04 33 \_ 0 $ 3**

**20 \_ 128 2620 A 04 27 0 $ 3**

**20\_ 133 2620 A 04 25 \_\_\_ 0 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3** 14) **TOTAL: $**

## Entertainment Contract- ADDITIONAL CONDITIONS-Page 2

This **ENTERTAINMENT CONTRACT** for the personal services of a performer(s) for the event described below, and is entered into between the University of Wisconsin-Madison, hereinafter called the “University”, and the undersigned performer(s), hereinafter called the “Artist”, as defined by the Wisconsin Department of Revenue, even if there may be more than one person, for the personal services of the Artist.

15. **Payment**: All payments will be in form of a check issued by the University and will be payable to

ARTIST OR AGENT as indicated in Number 14. above.

16. **INDEPENDENT CONTRACTOR**: The Artist, its officers, agents and employees (if applicable), in the

performance of this Artist Contract shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the University. The Artist agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the University. As such, the parties will each be responsible for their own acts of negligence as determined by law.

17. **Withholding Requirements:**

(a) Non-Wisconsin Resident: The University must withhold 6% of Total Compensation payments to non-Wisconsin resident Artists if accumulated payments for services exceed $7,000.00 in a calendar year and the Artist has not filed WT-11 or provided a waiver from the Department of Revenue.

Non-Wisconsin resident Artists are required to file a bond or place a security deposit with the Wisconsin Department of Revenue at least six days prior to the date of performance to assure payment of State of Wisconsin income taxes if total compensation earned (paid directly or on behalf of Artist) from performance in Wisconsin will exceed $7,000.00.

If the non-Wisconsin resident Artist does not show proof to the University that such bond or security deposit was file with the Wisconsin Department of Revenue, State of Wisconsin law provides that the University shall deduct 6% of the total performance Entertainment Contract compensation and remit said amount as withheld for State of Wisconsin income tax purposes.

(b) U.S. Residents: Withholding is required at the rate of 31% on payments for services if social security number is not provided.

(c) Non-U.S. Resident Aliens: The appropriate tax will be withheld based on IRS Section 1441 and existing tax treaties. Withholding is required at 30% (less pro-rated personal exemption amount) on payments for services unless:

(1) Income is non-U.S. source.

(2) Payment is effectively connected with a U.S. trade or business and individual has filed Form 4224, or

(3) Income is partially or totally exempt or subject to a reduced withholding rate due to a tax treaty or pro-rated personal exemption amount and individual has filed From 8233 to claim the exemption or reduced rate.

18. **Liability:**

(a) The University, as an agency of the State of Wisconsin, is self-insured for liability protection. Such protection applies to the University and their employees only. Artist and all other individuals and organizations must provide their own liability coverage.

(b) The Board of Regents of the University of Wisconsin System agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Board of Regents further agrees to hold harmless the Artist, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Entertainment Contract where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

(c) Artist agrees to hold the University harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Artist arising out of or in connection with this Agreement except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

19. **Disputes:**

(a) This Entertainment Contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Wisconsin.

(b) All disputes shall be submitted in writing to Purchasing, 21 N Park St., Ste 6101, Madison, WI 53715 1218. Purchasing will be final authority for all disputes not resolved through the sponsoring organization. Disputes regarding the terms of the Entertainment Contract or claims arising out of its execution or performance may be resolved in any Wisconsin court with competent jurisdiction.

(c) This Entertainment Contract, and the terms and conditions contained herein, may be enforced by the University and by each Artist who is a party to this Entertainment Contract, or who has, in fact, performed the engagement contracted for, and by the agent(s) of each Artist.

20. **Cancellations**:

(a) Either party may cancel this Entertainment Contract without obligation to the other if cancellation notice is received in written form at least 30 days before appearance date.

(b) Artist agrees to furnish payment to the University for actual appearance preparation costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after billing, subject to the limitations in Section 20 (c), infra.

(c) If, due to illness, accident, or other causes legally known as Acts of God, Artist is forced to cancel a Entertainment Contract, neither party, nor any representative shall be liable for any payment.

Init\_\_\_\_\_\_\_\_\_\_\_\_\_

(d) Legal representation of the University is provided by the State of Wisconsin Attorney General’s Office or designee, according to the Wisconsin State Statutes. The University is not authorized to enter into any Entertainment Contract which may include binding arbitration, hold-harmless, or indemnification clauses without legislative action granting such authority.

21. **Miscellaneous**:

(a) No performance 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 amendment to this Entertainment Contract, initial by the Artist relating to and permitting such recording, reproduction, or transmission. The University will make a reasonable effort to prevent individuals from doing so.

(b) The Artist is solely responsible for payment of royalty fees, and/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 University against any liability or damages, including attorney fees, which may arise as a result of violation by Artist of copyright laws.

(c) Sale of any souvenir items or programs by Artist shall only be permitted upon specific written amendment to this Entertainment Contract with University 30 days prior to date of engagement, and then subject to the terms listed.

(d) In connection with the performance of work under this Entertainment 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), or national origin. 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.

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

(f) Anticipated starting times specified in the Entertainment Contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence, Artist is required to be at place of performance a sufficient period of time prior to schedule time of commencement so as to permit timely productions.

22. **ENTIRE AGREEMENT AND NOTICE:**

(a) This Entertainment Contract and Purchase Order (if applicable) constitutes the entire agreement between the parties.

(b) Any requirements that University 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 University, in writing by the persons listed below, in advance of the Entertainment Contract execution or are made part of this Entertainment Contract prior to the signing of the Entertainment Contract by the University.

(c) This Agreement may be modified or amended in writing signed by authorized signatories of the Contractor and University. All Agreement amendments shall be issued by Purchasing Services.

23. **EXECUTED CONTRACT SIGNATURE:** This Entertainment Contract shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties. The undersigned represents that he/she is a representative authorized to sign on behalf of the Artist and to enter into this Entertainment Contract.

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

**Purchaser for:**

**University of Wisconsin-Madison**

Multicultural Council Assoc Students of Madison

2nd Flr Red Gym 4301 Student Activity Center

716 Langdon St. 333 East Campus Mall

Madison, WI 53706 Madison, WI 53715

Other

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ARTIST:**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_