

Page 1 of 4

1. Nature of Service:
2. Date & Time of Services: Length:
3. Place:
4. Payment will be in form of a check issued by the State of Wisconsin and will be payable to:

TOTAL \$

9. Arrangements for services are through :

10. It is understood that the contractor 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.
11. Details and manner of presentation or activity required under the terms of this contract, are under the control of the Contractor. However, Purchaser has the right to direct Contractor to discontinue any activity constituting violation of University policy, as well as any federal, state, or local laws.
12. 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.
13. Anticipated starting times specified in the contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence, Contractor is required to be at the required site a sufficient period of time prior to scheduled time of commencement so as to permit timely productions.

Cancellations

14. 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.
15. Contractor agrees to furnish payment to the Purchaser 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 16, infra.
16. If, due to illness, accident, or other causes legally known as Acts of God, Contractor or Performer is forced to cancel a contract, neither party, nor any representative shall be liable for any payment.

Breach of Contract

17. This contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Wisconsin.
18. This contract, and the terms and conditions contained herein, may be enforced by the Purchaser and all individuals who are a party to this contract.
19. 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.

2.

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

Insurance

21. The University of Wisconsin River Falls, 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. All other individuals and organizations must provide their own liability coverage.
22. Damage to the premises, equipment or properties of Purchaser caused by Contractor or Contractor's staff, either intentionally or through negligence, will be paid for by Contractor or may be deducted from the fee, at the Purchaser's option.
23. The Purchaser assumes no responsibility for equipment, costumes, etc., utilized by Contractor, 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.

Withholding Requirements

24. 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:

- 24.1 Income is non-U.S. source.
- 24.2 Payment is effectively connected with a U.S. trade or business and individual has filed Form 4224, or
- 24.3 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 Form 8233 to claim the exemption or reduced rate.

25. U.S. Residents

Withholding is required at the rate of 20% on payments for services if social security number is not provided.

26. Non-Wisconsin Resident Entertainers

Institutions must withhold 6% of payments to non-resident entertainers if accumulated payments for entertainment services exceed \$3,200 in a calendar year and the entertainer has not filed WT-11 or provided a waiver from the Department of Revenue. Each institution must institute a procedure for accumulating payments to non-resident entertainers to determine if the \$3,200 limit has been reached.

3.

Other

27. In connection with the performance of work under this contract, the contractor 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 natural origin. Except (as defined in s. 16.765) with respect to sexual orientation, the contractor further agrees to

take affirmative action to ensure equal employment opportunities. The contractor 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 parties have agreed to and executed this document as of the dates indicated below:

Accepted by:

For: University of Wisconsin - River Falls

By: _____

Date:

Constance L. Smith, Risk Management Officer

Address: 410 S Third St

River Falls WI 54022 -5001

By: _____

Account number

Budget/Program Manager

Accepted by:

Contractor: _____

Date:

Signature:

Title: