

**UNIVERSITY OF MISSOURI  
PERFORMANCE AGREEMENT**

THIS AGREEMENT, entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "Presenter," and THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, for the University of Missouri-St. Louis, hereinafter referred to as "University".

**WITNESSETH:**

1. The University hereby engages the services of Presenter to provide a performance described as follows:

\_\_\_\_\_

on \_\_\_\_\_, \_\_\_\_\_, commencing at \_\_\_\_ o'clock, \_\_\_\_m, and continuing until \_\_\_\_ o'clock, \_\_\_\_m at

\_\_\_\_\_ (Name of building or address)

2. The University agrees to pay to Presenter a total sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) less applicable state and federal income taxes (see footnote), for the rendition of the services or performance described above, payable during the performance, or within seven (7) days following the performance, by check of the University of Missouri made payable to \_\_\_\_\_ for the benefit of Presenter and/or its employees. This sum represents the total consideration payable by the University to Presenter for the services and performance, and any travel or other expenses incidental to the performance or engagement shall be the sole responsibility of Presenter.

3. University shall:

A. Provide at its own expense for each performance and for \_\_\_\_\_ rehearsals on \_\_\_\_\_ prior to said performance if requested by Presenter the theatre or other place of engagement properly heated, ventilated, lighted, clean and in good order.

B. Furnish comfortable, properly heated, ventilated and well lighted dressing rooms at the place of performance or theatre, with suitable fixtures and furniture.

C. Furnish sound, staging and lighting in good working order for the performance or appearance as follows:

\_\_\_\_\_

D. Furnish, if requested in writing by Presenter at least ten (10) days prior to appearance or performance, ushers, ticket takers, box office employees, stage hands, carpenters, electricians, sound technicians, truck loaders and unloaders, all of whom shall be regular University employees or students, and the University will not furnish or pay for any other personnel.

E. Provide at its expense tickets and programs in sufficient quantity for each presentation or appearance.

F. Not record or televise the performance or appearance without the prior written consent of the Presenter.

4. Presenter shall:

A. Furnish such press kit in such quantities as it desired to University, shipped prepaid on request.

B. Furnish to University the order, method and wording of billing to be used in all publicity on execution of this agreement.

C. Have sole exclusive control over the production, presentation, and performance of the engagement, including, but not limited to, the details, means and methods of the performance of the engagement and the performance of the participants therein.

D. Presenter shall indemnify the University and hold it harmless from all loss or damage which it may sustain by reason of injury to any person due to the neglect or will act of Presenter or the employees, servants or agents of Presenter, in the performance of this agreement, including defending, at Presenter's own expense, such claims as may be asserted for loss or damage against the University arising out of Presenter's performance of this agreement.

E. Have the right to concession rights for souvenir programs or items which may be sold by Presenter, if desired.

F. Furnish University with a copy of the program to be performed at each performance.

G. Indicate date, time, and number of rehearsals desired on execution of this agreement.

5. The parties mutually agree:

A. That either party may cancel the performance and both parties thereto shall be released from any liability hereunder if, in the judgement of The Curators of the University of Missouri, it is impractical or undesirable to present such performance due to accidents or accidents to means of transportation, or riots, strikes, epidemics, destruction of the performance hall, acts of God, sickness, acts or regulations of governmental or school authorities, other legitimate conditions beyond the control of The Curators of the University of Missouri, as may either prevent performance or render receipt of performance valueless; and if Presenter or one or more members of the production cannot perform because of ill health, physical disability or other reasons beyond the control of Presenter, or if Presenter be prevented by acts of God, regulation of public authority or other circumstances beyond the control of Presenter from presenting or performing the engagement.

B. That all notices relating to mode of transportation and arrival time and all correspondence, publicity or other things concerning this contract and/or performance or engagement shall be directed to \_\_\_\_\_ for the University and to \_\_\_\_\_ for Presenter.

C. That Presenter and its agent shall be solely responsible for compliance with any rules or regulations of the American Federation of Musicians or responsibilities required by any organization with which Presenter or its employees are members or to which they may be contractually bound, and University shall have no liability, duty or obligation therefor.

D. No member or officer of the Board of Curators of the University of Missouri incurs or assumes any individual or personal liability by the execution of this contract or by reason of the default of the University in the performance of any of the terms hereof. All such liability of members or officers of the Board of Curators of the University of Missouri as such is hereby released by the Presenter and its agent, if any, as a condition of and consideration for the execution of this contract.

E. The individuals signing on behalf of the University and the Presenter, if as agent, shall not be personally liable for the performance of any of the terms of this contract or be under any liability under this contract except that they each warrant their authority to sign on behalf of the University and the Presenter; and the agent, if any, of Presenter assumes the obligation to comply with rules, regulations and requirements of organizations to which Presenter's members are bound by contract or other obligation.

F. This agreement may not be assigned by either party without the written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives, executed this agreement as of the day and year first above written.

\_\_\_\_\_  
Presenter

THE CURATORS OF THE UNIVERSITY OF MISSOURI  
for the University of Missouri – St. Louis

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Senior Manager of Business Services

\_\_\_\_\_  
Department Approval

Are you a citizen or resident of the U.S.?  Yes  No

If answer "No", please verify that your current immigration status, as listed on the DHS I-94 Arrival / Departure Record, permits payment for services. **Follow payment procedures listed in the University of Missouri System - Foreign Visitor Tax Guide under Compensation for Independent Personal Services.**

Current DHS classification: \_\_\_\_\_

Country of permanent residence: \_\_\_\_\_

Tax treaty and treaty article: \_\_\_\_\_

\_\_\_\_\_

**Note:** The University is required to deduct and withhold state tax from payments to individuals, partnerships, and corporations who are not residents of Missouri or that are not registered as a corporation in this state for any vocal, instrumental, musical, comedy, dramatic, dance or other similar performance conducted in this state before a live audience, if the amount of the payment is in excess of \$300. The amount of the tax is 2%.

The University will comply with applicable federal and state laws including the Foreign Account Tax Compliance Act which may require the University to withhold and remit to the US Treasury a percentage of payments to certain foreign vendors.