

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT is made and entered into this _____ day of _____, 20____ by and between DePaul University, an Illinois not-for-profit corporation (“DePaul”) and _____, otherwise known as “_____” (collectively the “Artist”).

1. **Services to be Provided by Artist.** Artist shall provide the following services (the “Performance”): _____ performances as part of the _____.
2. **Venue.** The Performance shall take place at the following location (the “Venue”): _____ located at _____ in Chicago, Illinois.
3. **Date and Time.** The Performance shall begin at _____ and shall continue until _____ on, _____ 20____.
4. **Services to be provided by DePaul University.** DePaul University shall provide the following services including the following equipment/technical needs:

LIST SERVICES HERE:

5. **Fee.** DePaul University shall compensate Artist an aggregate total of _____ (\$_____) payable within 30 days after the Performance is completed in the form of a DePaul University check which shall be payable to _____.
6. **Contract Rider.** The Contract Rider is attached hereto and is hereby incorporated into, and made a part of, this Agreement. If there is any conflict between the provisions of the Contract Rider or any other portion of this Agreement, the provisions of the Contract Rider shall control. **This Agreement shall not be of any force or effect unless the Contract Rider is attached.**
7. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Illinois. The parties to this agreement agree to use the state of Illinois for jurisdiction and Cook County, Illinois for venue for any disputes between the parties.

**** REST OF THIS PAGE INTENTIONALLY LEFT BLANK ****

No student or student organization can bind itself or DePaul University to a contract. Any contract with DePaul University or any of its student organizations, including this Agreement, MUST BE SIGNED BY AN OFFICIAL REPRESENTATIVE OF DEPAUL UNIVERSITY or it will be ineffective and not binding upon DePaul University or its students or student organizations. This Agreement shall not be of any force or effect unless the Contract Rider is attached at the time of execution.

(Copy and attach additional signature pages if more than one person is signing on behalf of Artist.)

**** REST OF THIS PAGE INTENTIONALLY LEFT BLANK ****

AGREED TO AND ACCEPTED:

FOR ARTIST

Signature

Print or type name

Title

Date

Main Address:

Remit to Address: ☐ Same as **MAIN ADDRESS**

Phone number

Email

FOR DEPAUL UNIVERSITY

Signature

Print or type name

Title

Date

TAX INFORMATION. If you have not been previously paid by DePaul University, please register as a new supplier in our [Supplier Portal](#). This system will collect the required tax information securely.

Please check which option applies:

- ☐ I have been paid by DePaul in the past (existing supplier)
- ☐ I have completed the supplier portal registration (new supplier)
- ☐ I do not have internet access so I am mailing a form W-9 (new supplier that cannot register online)

ARTIST DETERMINATION CHECKLIST

Questions to be answered by all artists:

- ☐ Y ☐ N Do you accept credit card payments?
- ☐ Y ☐ N Are you a current DePaul University employee
- ☐ Y ☐ N Have you previously been a DePaul Employee?
If Yes, provide dates. ____ / ____ / ____ – ____ / ____ / ____
- ☐ Y ☐ N Are you aware of a Conflict of Interest, including, but not limited to relatives employed by DePaul? If Yes, provide detail and/or attach the name, department and relationship for employed relatives.
- ☐ Y ☐ N Has or is your business involved in Federal debarment proceedings. If Yes, please attach a letter of explanation.
- ☐ Y ☐ N Are the owners of this business enterprise U.S. Citizens? If No, contact DePaul's Procurement or Accounts Payable to request additional Non-U.S. entity tax forms.

Questions to be answered only by artists providing services to DePaul:

- ☐ Y ☐ N Do you engage in entrepreneurial activities in your own established business at risk for loss?
- ☐ Y ☐ N Do you provide your own stationery, telephone, business forms, equipment and tools?
- ☐ Y ☐ N Do you determine the means or methods used in achieving desired results?
- ☐ Y ☐ N Do you arrange and pay for your own professional development?
- ☐ Y ☐ N Do you establish your own priorities on time, effort and hours of work?
- ☐ Y ☐ N Do you have your own insurance for work-related injuries?

MINORITY BUSINESS INDICATOR (OPTIONAL)

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Asian or Pacific Islander | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Women-Owned Business | <input type="checkbox"/> Black |
| <input type="checkbox"/> Native American or Alaskan Native | <input type="checkbox"/> Disabled |
| <input type="checkbox"/> Other _____ | |

DePaul University Contract Rider

- 1) **Representations and Warranties.** Artist represents and warrants that in performing its obligations under this Contract and Contract Rider it is not and will not be infringing upon any property right, patent right, or copyright right and that it is the copyright owner or has obtained the appropriate licenses for all of the intellectual property provided by Artist including, but not limited to, the copyright works that will be performed and that Artist has full power and authority to enter into this Contract. If Artist is made up of more than one individual, then the individual signing this Contract additionally represents that he or she has full power and authority to bind Artist and all other individuals who constitute Artist.
- 2) **DePaul University Policies, Procedures, and Mission.** Artist acknowledges that it has been made aware of, and agrees to abide by, all DePaul policies and procedures applicable to the Performance. These policies and procedures could include university-wide policies and procedures, as well as policies and procedures specific to the particular DePaul facility at which the Performance will occur. Artist represents and warrants that any Performance under this Contract and Contract Rider will be in accordance with DePaul's policy, procedures, and Mission. Artist represents and warrants that any Performance under this Contract and Contract Rider does not compete or conflict with any DePaul programs or activities. As a private university, DePaul reserves the right to reject, suspend, or cancel any Performance for any reason not otherwise legally prohibited. This includes any Event or Event Sponsor that it determines in its sole discretion is in conflict with the policies, procedures, Mission, programs, or activities of DePaul or that may inflict damage to DePaul's reputation. Such cancellation or suspension will not result in a refund of any fees due at that time.
- 3) **Force Majeure.** If an Act of God, nature, war, riot, epidemic, disease, public health emergency, or act of public authority or government frustrates or makes impossible the performance contemplated by the Agreement, either party may terminate the Agreement upon notice to the other of such force majeure event. Act of public authority or government includes, but is not limited to, restrictions placed on travel, quarantine, and curfew. The parties shall not be liable to one another for damages they sustain due to such termination of the Agreement.
- 4) **Filming/Photography.** DePaul University may film, photograph and/or record Artist's performance. DePaul shall have the right to reproduce, distribute, and/or publicly display (electronically or in print) the films, photographs and/or audio recordings captured during the performance for educational and non-commercial purposes. This shall specifically include a license to stream clips of the performance via DePaul University's website and/or other websites and social media outlets controlled by the University. Under no circumstances shall the films, photographs or recordings be sold or used for any private enterprise or commercial purposes.
- 5) **Independent Contractor.** It is understood that Artist is an independent contractor hired for services herein described, and is not an agent or employee of DePaul University.
- 6) **Appropriate Insurance.** Artist represents and warrants that it has in place and will maintain throughout the contract term insurance in an amount to cover Artist and its employees, agents and servants and representatives who are performing Artist's obligations under this Contract and Contract Rider.
- 7) **Compliance with Laws.** Artist agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations in performing its obligations under the Contract and Contract Rider.

- 8) Failure to Perform. The failure of Artist to materially perform its services as described in the Contract, of which this Contract Rider is a part, shall constitute a material breach of the Contract and DePaul, in addition to any other remedies it may have, will have no obligation to pay the Fee or any other costs and Artist shall promptly refund any monies paid by DePaul University.
- 9) Indemnification. To the fullest extent permitted by law, Artist agrees to defend, indemnify, and hold DePaul University, including its trustees, officers, members, directors, employees, servants and agents, harmless against loss, damages, claims, suits, liabilities, judgments, costs and expenses (without limitation, all reasonable attorneys' fees and expenses) caused by or in connection with (i) the negligence or willful misconduct of Artist; (ii) any breach of warranty or representation contained in this Contract Rider or elsewhere in this Contract; and infringement by Artist of any third party's patent, trademark or copyright, or misappropriation of any third party's trade secret. This provision shall survive the termination of this Contract.
- 10) Assignment. Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this Contract without the written consent of the other party. Artist agrees that substitute performers will not replace Artist, or any members of Artist if Artist is a group, unless such substitution is agreed to in writing by DePaul University. If DePaul University does not approve such substitution then the Contract shall be terminated, DePaul University shall have no further obligation under the Contract, and Artist shall promptly refund any monies paid by DePaul University.
- 11) No Waiver. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.
- 12) Severability. If any term, clause or provision of this Contract is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Contract, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Contract and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.
- 13) No Oral Contracts. Oral contracts cannot be honored by DePaul University. This Contract supersedes any prior agreement, whether written or oral, and any changes, additions or modifications to this Contract must be in writing and signed by all parties hereto.
- 14) Governing Law. This Contract shall be governed in all respects by the laws of the State of Illinois. The parties to this Contract agree to use the state of Illinois for jurisdiction and Cook County, Illinois for venue for any disputes between the parties.
- 15) Conflict of Provisions. If there is any conflict between the provisions of the Contract, this Contract Rider, or any other addendum to the Contract, the provisions of this Contract Rider shall control.
- 16) Arbitration. DePaul University does not agree to binding arbitration of disputes.
- 17) Definitions. Any defined term that is not defined in this Rider shall have the meaning ascribed to it elsewhere in this Contract.
- 18) Form of Signature. This Agreement may be executed by the parties manually or by PDF and in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken

together, shall constitute one and the same instrument. Any copy of this Agreement bearing a signature of a party to this Agreement and sent by PDF to any other party or parties shall be deemed a manually executed original of this Agreement and is sufficient to bind such signing party.

No student or student organization can bind itself or DePaul University to a contract. Any contract with DePaul University or any of its student organizations, including this Contract, MUST BE SIGNED BY AN OFFICIAL REPRESENTATIVE OF DEPAUL UNIVERSITY or else it will be ineffective and not binding upon DePaul University or its students or student organizations.

THE PARTIES HERETO UNDERSTAND THAT THIS RIDER IS A PART OF THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

ARTIST:

DEPAUL UNIVERSITY:

Signature

Signature

Print or type name: _____

Print or type name: _____

Title: _____

Title: _____

Date: _____

Date: _____