

**ARTIST PROFESSIONAL PERFORMANCE CONTRACT
UNIVERSITY OF WEST FLORIDA**

This Artist Performance Contract is effective as of the date last signed below and is by and between **THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES**, a public body corporate (hereinafter referred to as "**UWF**") and _____, (hereinafter referred to as "**ARTIST**") for professional performance engagement as stipulated below.

UWF and **ARTIST** agree as follows:

1. DESCRIPTION OF PERFORMANCE _____

2. DATE(s) of PERFORMANCE/EVENT _____
3. TIMES(s) of PERFORMANCE(s)/EVENT _____ (all times Central)
_____ (sound check)
4. LENGTH of PERFORMANCE/EVENT _____
5. EVENT/VENUE of PERFORMANCE _____

6. UWF CONTACT & INFORMATION _____

7. ARTIST CONTACT INFORMATION _____

Banner ID#: _____
8. PERFORMANCE/EVENT FEE \$_____.00 (all inclusive)
PAYMENT is to be made in the form of ___ PCard ___ Check ___ ACH (\$1,000 and under), paid to the order of _____.
9. **ARTIST** requires the following to be provided by **UWF** to assist his/her appearance:
 - a. Sound and lighting requirements: _____

 - b. Special equipment requirements: _____

10. **UWF** is not responsible for any equipment not specifically stated in this Contract. In all cases specifying that **UWF** shall provide sound and/or lighting equipment, **UWF's** technical staff shall have complete mechanical control of the sound and/or lighting equipment. **UWF** is not responsible for equipment or other property lost, damaged or stolen while on **UWF's** premises.
11. All payments made by **UWF** under this agreement shall be made pursuant to University Regulation UWF/REG 6.003-Prompt Payment, which requires that payment of an invoice shall be made not later than forty (40) days after receipt of an acceptable invoice and receipt, inspection and acceptance of the goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Failure by **UWF** to provide payment within 40 days may result in **UWF** paying interest at a rate as set by Florida law. A Vendor Ombudsman has been established by **UWF** and the duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The **UWF** Vendor Ombudsman may be contacted at (850) 474-2636. No deposits or advance payments shall be made by **UWF** prior to the performance. Final payment will be made by method selected in section 8 after the performance in accordance with the provisions of applicable Florida Statutes. Under no circumstances shall any payments by **UWF** be made in cash.
12. **UWF** is not responsible for the arrangement or costs of the **ARTIST'S** travel, meals or accommodations.
13. **UWF** is free to advertise the event to any extent and through any medium desired, as it deems appropriate. Except as expressly agreed to in writing by **UWF**, the University's name and/or symbols, logos and seals shall not be used by **ARTIST** in connection with the promotion or holding of performance(s) covered by this Contract.
14. In signing this agreement, **UWF** does so as purchaser of entertainment services and not as employer, producer, or operator. The **ARTIST** is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services as provided described herein. Nothing contained in this Contract is intended, or should be construed, as creating or establishing the relationship of partners between the parties, or constituting **ARTIST** as the agent or representative of **UWF** for any purpose in any manner whatsoever.
15. Neither **ARTIST** nor **UWF** shall be responsible for its failure to perform any terms or conditions herein when failure to perform is due to causes beyond their reasonable control including, but not limited to: Artist's proven detention by serious illness or injury; civil tumult; strike; lockout; epidemic; war; embargo; fire; earthquake; hurricane; windstorm; act of God, or other condition beyond the reasonable control of **UWF** affecting the availability or accessibility of the venue. **UWF** reserves the right to cancel the performance or schedule another artist in the event **ARTIST** is unable to perform as scheduled. If for any reason other than those set forth herein, **ARTIST** or **UWF** cancels the engagement prior to the scheduled performance, **ARTIST** or **UWF**, as the case may be, will be liable for and agrees to pay the other its documented out-of-pocket expenses expended in expectation of the Artist's performance. Payment of these expenses shall be made within 10 days of the date the non-canceling party receives notice of cancellation.
16. **UWF** shall use its best efforts to prevent the unauthorized recording, photographing or videotaping of any portion of the performance. **UWF's** responsibility shall be limited, in any event, to reasonable and lawful action to discover and to terminate such unauthorized activity. **UWF** reserves the right to use photographs, videotape and any other recording method in furtherance of security or protection of patrons and **UWF**. **ARTIST** specifically grants to **UWF** the non-exclusive, non-transferable and irrevocable right and license to record the **ARTIST'S** participation in the Event described herein and (a) use it (in audio format, in audio and video format, or in transcription format) for educational and research purposes consistent with the mission of **UWF**; and (b) display such recording(s) by use of streaming media, podcasts, or other methods of display, with appropriate credit to the **ARTIST**, including identification of the **ARTIST**, the date of the presentation, and the title of the presentation.
17. **ARTIST** agrees to indemnify, hold harmless and defend **UWF** against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of

the **ARTIST**, its agent(s) or of others under the **ARTIST**'s control and supervision. If any part of the delivery of services by the **ARTIST** to **UWF** made pursuant to this Contract is protected by the copyright, trademark, or other intellectual property right of a third party, **ARTIST** agrees to defend, indemnify and hold harmless **UWF** from and against any claim, loss, cost and/or expense **UWF** may incur based on a claim that the performance of the **ARTIST** infringes the intellectual property rights of a third party.

18. The **ARTIST** and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the **ARTIST** certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The **ARTIST** must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The **ARTIST** shall provide a copy of its DHS Memorandum of Understanding (MOU) to the University within five (5) days of Contract execution. This section serves as notice to the **ARTIST** regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the **UWF**'s obligation to terminate the Contract if it has a good faith belief that the **ARTIST** has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The **UWF** will promptly notify the **ARTIST** and order the immediate termination of the contract between the **ARTIST** and a subcontractor performing work on its behalf for this Contract should the **UWF** have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.
19. Material breach of the terms of this Contract shall entitle the non-defaulting party to all remedies available at law or in equity. Nothing contained in the Contract shall be construed or interpreted as a waiver of sovereign immunity of **UWF** beyond the waiver provided in Section 768.28, Florida Statutes.
20. This Contract is governed by the laws of the State of Florida and any provisions contained in this Contract in conflict therewith shall be void and of no effect. **UWF** and **ARTIST** hereby agree that venue shall lie in Pensacola, Escambia County, Florida.
21. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein. The Contract and this Addendum may be executed by electronic or facsimile means and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

ACCEPTED AND AGREED:

FOR: **The University of West Florida**
Board of Trustees

FOR: _____
(Print **ARTIST** Name)

BY: _____
Angie Jones, Director
Procurement & Contracts

BY: _____
(Sign)

DATE: _____

DATE: _____

UWF Dept Approval

By: _____
Name: _____