



WILLIAM & MARY

CHARTERED 1693

SPEAKER / PRESENTER / PERFORMING ARTIST / CONTRACTOR AGREEMENT

Between
WILLIAM & MARY
And

(Contractor Name)

THIS AGREEMENT made this _____ day of _____, 20____, by and between **William & Mary**, hereinafter referred to as "W&M" and

_____, Contractor address:
_____,
hereinafter the "**Speaker**", or "**Presenter**", or "**Performing Artist**", will be referenced as "**Contractor**".

W&M department/group hosting or sponsoring Contractor: _____

W&M hereby engages Contractor for the purpose of speaking to members of W&M community as hereinafter described (the "Engagement"), upon all the terms and conditions herein set. Intending to be legally bound, the parties to this Agreement agree as follows:

1. ENGAGEMENT

Name and Address of Place of Engagement:

_____ (the "Premises")

Date(s) of Engagement: _____

Starting and Finishing Times of the Engagement: _____

Description of Engagement / Services Provided: _____

2. COMPENSATION

W&M agrees to pay the sum of (_____) as full compensation for any and all services provided by Contractor under the terms of this Agreement.

- a) **No payments can be processed unless a completed tax form (COV Substitute W-9 or W-8) is on file with W&M, which allows the vendor record to be created. W&M department will work with Contractor to comply with this requirement.**
- b) **The University prefers the Contractor compensation to be inclusive of all services and travel. Travel expense payments for a business must be included in their total compensation. Only Individual Contractors may qualify to receive travel expenses as reimbursements. If rates are not inclusive of travel and travel is paid as a reimbursement then the fees may not exceed travel policy rates. <https://www.wm.edu/offices/financialoperations/travel/travelpolicy/index.php>**
 - i. Compensation stated above is all inclusive. This is W&M preferred method of payment. (mandatory for a business)
 - ii. Contractor/Individual will be reimbursed through Chrome River for travel and other reasonable expenses to a maximum amount of _____.
 - iii. W&M agrees to pay travel expenses on behalf of the contractor to a maximum amount of: _____
- c) If the contractor is Non-Resident Alien, services provided in the United States are US Source Income and subject to taxation on payments made to both a business and individual. The taxes assessed are withheld at time of payment. The business or individual must complete the Foreign National Information System (FNIS) assessment. For additional information, please visit: <https://www.irs.gov/individuals/international-taxpayers/nra-withholding>
- d) Payment terms will be Net 30 days unless an alternative payment date is requested here: _____
- e) Total compensation estimate amount: Services: _____ Travel: _____ Total: _____

3. NO AGENCY OR EMPLOYMENT RELATIONSHIP WITH W&M

The parties agree that no agency or employment relationship is in place or created by this Agreement between W&M and Contractor. The W&M employee proposing the Contractor, affirms they have no personal/conflict of interest with regard to the execution of this Agreement.

4. CONTRACTOR'S RESPONSIBILITIES

(a) Contractor consists of the following individual(s):

Each member of Contractor's group agrees and understands that he or she is obligated under this Agreement jointly and severally.

(b) Contractor will provide any written materials or outlines to be handed out in connection with the Engagement.

(c) Contractor will provide the following equipment for the Engagement:

(d) W&M will provide the following equipment and technical needs for the Engagement (if needed, include additional pages):

(e) Contractor must strictly adhere to the date(s) and starting and finishing times of the Engagement.

(f) Contractor must comply with all federal, state, and local laws and all W&M regulations, rules and policies.

(g) No controlled substances, alcoholic beverages, cans, bottles or glass containers of any kind shall be brought on the Premises.

(h) The Contractor agrees to maintain a professional relationship before, during, and after the performance with W&M students. The Contractor will not attend any after-parties or fraternize inappropriately with students.

5. PRESENTATION AND RELEASE

W&M shall have the right to make and use photographs, motion picture films, videotapes and/or audio recordings made by W&M, through its employees or agents, of the Engagement, including images of Contractor (collectively, "Presentation Material"), solely for W&M's use including, but not limited to, placing the Presentation Material on W&M's Internet website or in any publication produced or sponsored by W&M. By signing below, Contractor gives to W&M an irrevocable, royalty-free, non-exclusive license to use, display, publish, exhibit, and distribute all or portions of the photographs, films, videotapes, audio recordings and copies of images recorded from the Engagement and all Presentation Material consistent with this Agreement. W&M shall not use Contractor's name and likeness as an endorsement of the Engagement without Contractor's prior written consent.

6. INDEMNIFICATION AND RELEASE

Contractor agrees to defend, indemnify and hold harmless W&M, its trustees, officers, faculty, students, employees and/or agents from and against all actions, claims, demands, damages, expenses, and liabilities (including attorneys' fees) that arise from or are connected with the Engagement. Contractor also releases and waives any and all claims, demands, or causes of action against W&M, its trustees, officers, faculty, students, employees and/or agents that arise from or are connected with the Engagement, any injury to employees, invitees, guests or agents of Contractor, or damage to or loss of any property of Contractor that is brought upon the Premises, or exhibited, stored, or left upon the Premises. Any such property left upon the Premises following the Engagement shall be considered abandoned by Contractor and may be discarded by W&M.

7. SECURITY OF CONTRACTOR PROPERTY

W&M does NOT provide security of any kind for the supervision or protection of any property of Contractor that is brought upon the Premises or exhibited, stored, or left upon the Premises by Contractor.

8. TERMINATION

In the event Contractor at any time fails to comply with any of the terms and conditions of this Agreement, W&M reserves the right to terminate this Agreement without liability to the Contractor and any deposits or advances shall be returned to W&M.

9. DEFAULT BY THE CONTRACTOR.

If the Contractor fails or neglects to comply with any provision of the Agreement, such failure shall be deemed a material breach and W&M shall have the right, in its sole discretion, without prejudice to any other rights and remedies, to (a) terminate the Agreement and cancel the performance, (b) prorate or withhold payment of the fee, and/or (c) refuse to enter into future contracts with the Contractor. In the event the Contractor fails to appear or perform, the Contractor agrees to reimburse W&M for all reasonable out of pocket expenses. W&M reserves the right to reduce payment for the Contractor's failure to perform for the full amount of time specified in the Agreement or for substantial lateness of start time agreed upon in the Agreement.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended except in writing signed by both parties.

11. BACKGROUND CHECK

If box is checked, the Contractor will be required to perform employee background check(s) for contracts that require services performed on William & Mary Campuses and affiliated facilities (Special Terms web link below). <https://www.wm.edu/offices/procurement/buying/laws-policies-procedures/specialtermsandconditions-website-version.pdf> Reference background check clause.

12. APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia and may be enforced in any state or federal court of competent jurisdiction located in the Commonwealth of Virginia.

13. FORCE MAJEURE

In the event W&M is unable to perform any of the terms or conditions of this Agreement due to events or causes outside W&M's control, W&M shall not be deemed to be in breach of this Agreement or liable to Contractor for costs or damages of any kind.

14. AGENT'S WARRANTY

If an agent is signing on behalf of Contractor, the agent signing below warrants that he or she is authorized to agree to each of the provisions of this Agreement on behalf of Contractor. IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date and year first above written.

15. INSURANCE

If box is checked, the Contractor must have valid insurance in effect at the time of the performance. W&M requires a certificate of insurance with minimum liability limits of \$1,000,000.00:

- a. The University must be named as an additional insured and so endorsed on the policy.
- b. Certificate must be issued in advance of the date of the event(s) and show specific event(s) and date(s).
- c. The Certificate must indicate that, at a minimum, general liability coverage, workers compensation coverage, and employers liability coverage are carried.

16. PARKING

Vendors/Contractors requiring access to a parking space for more than an hour at a time are required to purchase parking credentials on a daily, monthly or annual basis. For current policies, exceptions and pricing go to: http://www.wm.edu/offices/auxiliary/parkingandtransportation/parking/general_decal/index.php

By signing this document, the Contractor certifies that he or she has not been an employee of the University within the past 26-weeks.

This agreement and the W&M issued purchase order constitute the entirety of the contract.

CONTRACTOR

Contractor Signature **Date**

Contractor

Address 1

Address 2

Email Address

Phone/Cell Number

PLEASE RETURNED SIGNED CONTRACT TO: _____
(Sponsoring department contact name) **(Email address)**