

Standard Service/Performance Agreement The College of William and Mary



On this _____ day of _____, 20____, The College of William and Mary, hereinafter referred to as the College, and the undersigned duly authorized representative of _____, hereinafter referred to as the Service Provider/Artist, do hereby mutually agree to the following terms and conditions for the event/performance described below:

Event Day/Date _____ Fee \$ _____

Sponsoring Organization _____ Location _____

Name of Event _____

Start Time _____ Finish Time _____ Arrival Time _____ Setup Time _____

Service Provided _____

Length of Performance _____ Number and Length of Breaks _____

Technical Needs _____

Additional Terms _____

Name or Company check should be made out to: _____

(Substitute W-9 form required for the individual or company.)

Will the Service Provider/Artist accept Credit Card payments? Yes No

(Credit Card Payments can be made as early as the first business day following the event.)

William and Mary Students, Faculty and Staff CANNOT be contracted for services.

1. Cancellation. The College reserves the right to cancel and terminate the performance and the Agreement, without penalty, upon 30 days written notice to the Service Provider/Artist or the Agency. If the College cancels without such prior notice, the College will be liable for and agrees to reimburse the Service Provider/Artist's reasonable documented out-of-pocket expenses expended in expectation of the performance, except in the case of a cancellation described under clause (4) below.
2. Alcohol or Controlled Substances. The Service Provider/Artist agrees not to consume alcohol and/or any illegal substance while on campus, and not to perform while under the influence of alcohol or any illegal substance.
3. Fraternization. The Service Provider/Artist agrees to maintain a professional relationship before, during, and after the performance with the College's students. The Service Provider/Artist will not attend any after-parties or fraternize inappropriately with students.

4. Payment. A signed Substitute W-9 Form (Request for Tax Payer Identification Number and Certification), must be completed and submitted to the Office of Student Leadership Development ten business days prior to the date of the event. Payment will be made ten business days from receipt of the fully executed agreement or at the performance, whichever is later.

Payment will be made by University Check according to payment terms, unless the service provider accepts credit cards. It is understood that the Service Provider/Artist is being contracted on a self-employed basis and is responsible for reporting all income and paying social security and income taxes.

5. Default by the Serviced Provider/Artist. If the Service Provider/Artist fails or neglects to comply with any provision of the Agreement, such failure shall be deemed a material breach and the College 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 Service Provider/Artist. In the event the Service Provider/Artist fails to appear or perform, the Service Provider/Artist agrees to reimburse the College for all reasonable out-of pocket expenses. The College reserves the right to reduce payment for the Service Provider/Artist'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.
6. Force Majeure. Notwithstanding any other provision herein, in the event that the performance shall be prevented or delayed by an act of God, physical disability, or any other cause beyond reasonable control, all parties will be relieved of their obligations with respect to the performance.
7. Execution. The Agreement and this Addendum may be executed, including execution by facsimile, in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
8. Applicable Laws and Courts. Notwithstanding the place where the Agreement may be executed by either of the parties hereto, the parties expressly agree that all terms and provisions hereof shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth.
9. Compliance with Law. The Service Provider/Artist is responsible for complying with all applicable federal, state and local laws, rules and regulations.

Authorized College of W&M Representative

(Students are not authorized to sign as representatives of the College of William and Mary. Contract must be submitted to the Office of Student Leadership Development to obtain required signature)

Date

Return Contract to:

Office of Student Leadership Development
P.O. Box 8795
Williamsburg, VA 23187-8795

Telephone Number: 757-221-3300

Service Provider/Artist or Artist's Representative

(e-signatures are not acceptable)

Date

PLEASE PRINT:

Name of Service Provider/Artist:

Service Provider/Artist Mailing Address:

Service Provider/Artist Telephone Number:

Service Provider/Artist email address: