

## SPEAKER/ARTIST/PERFORMER AGREEMENT ROUTING SHEET

CONTRACTOR & DEPARTMENT INFORMATION			
Contractor's Name:			
Department Name:			
Requestor's Name:			
Requestor's Email:			
Index(s):		Amount(s):	
Agreement Start Date:		Agreement End Date:	

SUPPLEMENTAL QUESTIONS	
1. Is the Contractor a current EWU employee? *If so, please contact HR and pay on a PAF.	
2. Is the Contractor a current EWU student? *If so, please contact Student Employment.	
3. Is the Contractor a current WA St employee? *If so, WA St Executive Ethics Board approval may be needed.	
4. Have the services already been started or completed? *If so, please complete an After the Fact Payment Request rather than a Speaker/Artist/Performer Agreement.	

CHECKLIST
<input type="checkbox"/> Attach a copy of Contractor's COVID-19 Proof of Full Vaccination or Approved Waiver
<input type="checkbox"/> Attach a copy of Contractor's <a href="#">W-9</a>

APPROVALS	SIGNATURE	NAME	DATE
1. Department Level Approval			
2. College/Unit Level Approval (if applicable)			
3. Grants Approval (if applicable)			

PROCUREMENT & CONTRACTS USE ONLY	NAME	DATE
<input type="checkbox"/> COVID-19 and W-9 received / entered		
<input type="checkbox"/> Agreement reviewed / executed with copies sent to all Parties		
<input type="checkbox"/> Banner encumbrance completed		
<input type="checkbox"/> SharePoint entry created / Agreement finalized and filed		



**EASTERN WASHINGTON UNIVERSITY**  
**SPEAKER/ARTIST/PERFORMER AGREEMENT**  
(For Services Under \$10,000 Annual Aggregate)

This Agreement is entered into for the term shown below, between Eastern Washington University (“EWU”) and the below named business entity or individual (“Contractor”), with authority to do business in the State of Washington.

Legal Name:  
D/b/a (if applicable):

EWU and Contractor may be individually referred to as “Party” or collectively referred to as “Parties.”

1. **Engagement:** EWU hereby engages Contractor to personally provide the following services, and Contractor agrees to personally provide to EWU the following services (Presentation/Event) as follows:

Title of Presentation/Event:

Scope of Work:

Technical/ Hospitality Requirements  
(if applicable):

Date(s) and Time(s):

Location:

2. **Notice:** Any notice under this Agreement shall be in writing and be delivered in person or by certified mail. Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery or (b) the date of mailing by certified mail. Actual notice, however and from whomever received, shall always be effective. All notices shall be addressed to the Contractor and EWU Liaison or, at such other addresses as the Parties may from time to time direct in writing, and a copy to:

	<b>EWU</b>	<b>Contractor</b>
Name:	Procurement and Contracts	
Address:	218 Tawanka Hall	
City, State, Zip:	Cheney, WA 99004-2456	
Email:	<a href="mailto:contracts@ewu.edu">contracts@ewu.edu</a>	
Phone:	(509) 359-2253	
Fax:	(509) 359-7984	

3. **Contractor Warranty:** Contractor warrants that at all times during the Presentation/Event, Contractor will personally provide Contractor’s best professional efforts. Contractor’s professional credentials are such that Contractor can provide the Presentation/Event in a knowledgeable and professional manner.
4. **Payment:** Thirty (30) days after receipt of an itemized invoice and upon completion of the Presentation/Event, EWU will pay Contractor the fee of \$\_\_\_\_\_. Prior to the Presentation/Event, Contractor will complete a W-9 Form and submit an itemized invoice, which must be signed by the

person or entity to whom payment is to be issued. **EWU will issue all payments in accordance with the information on the completed invoice and signed W-9 Form.**

5. **Expenses:** Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by EWU as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$ \_\_\_\_\_.

A. Transportation expenses such as mileage, parking, ground transportation, and car rental.

- (1) Airfare. Economy or Coach class only.
- (2) Rental Car Transportation.
- (3) Mileage Reimbursement. EWU will reimburse mileage at current EWU rates.
- (4) Lodging and Subsistence. EWU will reimburse lodging and subsistence at current EWU rates.

B. Expenses authorized under this Agreement include (list if any):

Expense: Amount: \$

Expense: Amount: \$

Expense: Amount: \$

6. **Acceptance of Agreement:** Contractor will accept and return this Agreement to EWU no later than \_\_\_\_\_. This Agreement must be fully signed and received by EWU at least two (2) weeks prior to the Presentation/Event to allow on-time payment. This Agreement must be fully signed before payment can be processed. Please return a signed digital copy of this Agreement to EWU at the email address set forth in Section 2.

7. **Compliance with Law:** Contractor will comply with all applicable EWU, City, County, State, and Federal laws, acts, codes, regulations and policies, including all applicable laws and regulations relating to employment.

Pursuant to the State of Washington [Proclamation 21-14.1 \(COVID-19 Vaccination Requirement\)](#) ("Proclamation"), all Contractors and any of their employees and/or Subcontractors who provide contracted services on-site must certify that they are fully vaccinated against the COVID-19 virus, unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractors who cannot so certify are prohibited from contracting with EWU. Contractor represents and warrants that should their responsibilities to EWU involve on-site services as of October 18, 2021, Contractor's personnel (including Subcontractors) providing such services will be fully vaccinated against the COVID-19 virus unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractor further understands that Contractor personnel must provide to EWU a copy of proof of vaccination, in a manner established by EWU. Contractors may obtain exemption requests at [Medical Waiver](#) or [Religious Accommodations](#). Failure to meet these requirements may result in the immediate termination of this Agreement.

8. **Press Materials:** Contractor will supply all press/promotion materials requested by EWU in a timely manner.

9. **Contractor Indemnity:** Contractor will indemnify, defend, save and hold EWU harmless for, from, and against, any and all claims, demands, suits, costs, and damages (including reasonable attorney's fees) that EWU may incur by reason of any: (a) actual or alleged infringement or violation of any copyright, or other proprietary right by Contractor; (b) claim for damages arising from Contractor's Presentation/Event; or (c) any of Contractor's costs and liabilities arising out of the Presentation/Event, including without limitation: travel and meal expenses; union dues; taxes, agents' commissions or other expenses or obligations; damages to Contractor's equipment or materials;

compensation to third parties engaged by Contractor; compensation for lost or stolen equipment or materials; workers compensation or other insurance; and any expenses not pre-approved by EWU in writing.

10. **Force Majeure:** Neither Contractor nor EWU shall be liable to each other for failure to perform hereunder if failure is caused by a campus crisis such as protests, riots, or a law enforcement declared emergency, strike, epidemic, or any other cause beyond the reasonable control of the Parties (Force Majeure). Incapacitation due to the ingestion of alcohol, prescription or nonprescription drugs, opioids, illegal substances or the like will not be deemed an event of Force Majeure. If the Presentation/Event is cancelled due to an event of Force Majeure, the Parties will make reasonable efforts to reschedule.
11. **Suspension or Termination:** EWU reserves the right to suspend indefinitely or terminate this Agreement for any reason upon seven (7) days' prior written notice. In the event of termination prior to completion of all work described in Section 1, the amount of the total fee to be paid Contractor shall be determined by EWU on the basis of the portion of the total work actually completed up to the time of such termination.
12. **Insurance:** Contractor is an independent contractor and shall not be covered by EWU's insurance. Contractor shall be responsible for determining what insurance is necessary in order to perform the work contracted for, and for procuring such insurance for itself, and shall procure all insurance required by law. In regards to Workers Compensation, Contractor is responsible for complying with Washington law. Failure of EWU to demand such certificate(s) shall not be construed as a waiver of the obligation of Contractor to maintain such insurance.
13. **No Assignment:** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld.
14. **No Revenue Sharing:** Contractor will not participate in any revenues associated with the Presentation/Event. This includes sponsorship, ticketing, ticketing fees, concessions revenue, or any other revenue streams associated with the Presentation/Event.
15. **Contractors' Capacity:** It is expressly understood that Contractor is an independent contractor and not the agent, partner, or employee of EWU. Contractor and Contractor's workers are not employees of EWU and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor is solely responsible for all employment related taxes due to the proper taxing authorities.
16. **Recordings:** EWU may record the Presentation/Event on video tape, audio tape, film, photograph, or any other medium, use Contractor's name, likeness, voice, and biographical materials in connection with these recordings for purposes within EWU's mission, including education and research, and exhibit or distribute the recording in whole or in part without restriction or limitation for any educational or promotional purpose EWU deems appropriate. Any such recording is the property of EWU, who has the right to reproduce, distribute, publicly display, publicly perform, or prepare derivative works from the recording. No recording of the Presentation/Event will be made by or on behalf of Contractor for the purpose of profit or significant distribution without prior written approval from EWU. EWU may require an additional payment for the privilege, and may require Contractor to sign an EWU Filming Agreement.
17. **Entire Agreement; Modification:** This Agreement (and its attachments, if any) constitutes the entire understanding between the Parties and may not be amended except in writing signed by the Parties.
18. **Governing Law; Forum:** This Agreement shall be governed by Washington law without regard to choice of law provisions, and any legal proceeding shall be in Spokane County, Washington.

19. **Accounting; Audit:** For a period of six (6) years following completion of the services called for hereunder, EWU or its authorized representatives shall be afforded access at reasonable times to Contractor's accounting records relating to the services set forth herein in order to audit all charges for the services.
  
20. **Public Records:** Contractor understands and agrees that the records it obtains or produces under this Agreement may be public records under Chapter 42.56 RCW, or its successor act. Contractor will cooperate in a timely manner with the Attorney General's Office (AGO) in responding to public records requests related to this Agreement or the services provided hereunder. Contractor shall not receive any additional compensation for time spent gathering and producing records pursuant to this section.
  
21. **Nondiscrimination and Affirmative Action:** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, Washington Law Against Discrimination, and affirmative action.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement:

Eastern Washington University  
Procurement & Contracts Department

Contractor

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title