

SPEAKER/ARTIST/PERFORMER AGREEMENT ROUTING SHEET

DEPARTMENT INFORMATION			
Department Name:			
Requestor's Name:			
Speaker's Name:			
Email:			
Index(s):		Amount(s):	
Organization Code:		Mail Stop:	
Agreement Start Date:		Agreement End Date:	

SUPPLEMENTAL QUESTIONS	
1. Is the Speaker a current EWU employee?	----
2. Is the Speaker a current EWU student?	----
3. Is the Speaker a current WA State employee?	----
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 Speaker's W-9
<input type="checkbox"/> Complete required information in Agreement template (p. 2-5)

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



EASTERN WASHINGTON UNIVERSITY
Speaker/Artist/Performer Agreement

This Agreement is entered into for the term shown below, between Eastern Washington University (University) and
D/B/A (Speaker), a business entity or individual with
authority to do business in the State of Washington, collectively the Parties.

1.0 **Engagement:** University hereby engages Speaker to personally provide the following services, and Speaker agrees to personally provide to University the following services (Presentation/Event) as follows:

- Event Location:
- Date(s) and Time:
- Event Schedule (if applicable):
- Title of Event:
- Scope of Work

Technical/ Hospitality Requirements:

2.0 **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 Speaker and University Liaison or, at such other addresses as the Parties may from time to time direct in writing, and a copy to:

University Contact Info:

Procurement and Contracts
Eastern Washington University
218 Tawanka Hall
Cheney, WA 99004-2456
Phone: (509) 359-2253; Fax: (509) 359-7984

Speaker Contact Info:

Name:
Street:
City:
State: Zip:
Phone:

With copy to: purchasing@ewu.edu

Email:

3.0 **Speaker Warranty:** Speaker warrants that at all times during the event, Speaker will personally provide Speaker’s best professional efforts. Speaker’s professional credentials are such that Speaker can provide the Presentation in a knowledgeable and professional manner.

4.0 **Payment/Fee for Service:** Thirty (30) days after receipt of an itemized invoice and upon completion of the event, University will pay Speaker the fee of \$. Prior to the Presentation, Speaker 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 and reference the contract number of this Agreement. **The University will issue all payments in accordance with the information on the completed invoice and signed W-9 Form, which must match the information contained in Section 2 for payment to be processed.**

5.0 **Expenses:** In addition to Speaker’s fee outlined in Section 4.0, Speaker shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the University as reimbursable. The maximum amount to be paid to the Speaker for authorized expenses shall not exceed \$.

5.1. Expense Guidelines: The following are University’s restrictions on any allowable transportation expenses such as mileage, parking, ground transportation, and car rental.

- A. Airfare. Economy or Coach class only.
- B. Rental car transportation.
- C. Mileage Reimbursement. University will reimburse mileage at current University rates.

D. Lodging and Subsistence. University will reimburse lodging and subsistence at current Per Diem rates. If Per Diem rates are exceeded, a [Lodging Exception Form](#) must be completed and submitted with this Agreement.

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

Expense	Amount	Will Department Pay Directly

6.0 **Acceptance of Agreement:** Speaker will accept and return this Agreement to the University no later than . This Agreement must be fully signed and received by University at least two (2) weeks prior to the 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 the University at the email address set forth in Section 2 along with a current W-9.

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

8.0 **Press Materials:** Speaker will supply all press/promotion materials requested by University in a timely manner.

9.0 **Speaker Indemnity:** Speaker will indemnify, defend, save and hold University harmless for, from, and against, any and all claims, demands, suits, costs, and damages (including reasonable attorney’s fees) that University may incur by reason of any: (a) actual or alleged infringement or violation of any copyright, or other proprietary right by Speaker; (b) claim for damages arising from Speaker’s Presentation; or (c) any of Speaker’s costs and liabilities arising out of the Presentation or Event, including without limitation: travel and meal expenses; union dues; taxes, agents’ commissions or other expenses or obligations; damages to Speaker’s equipment or materials; compensation to third parties engaged by Speaker; compensation for lost or stolen equipment or materials; workers compensation or other insurance; and any expenses not pre-approved by the University in writing.

10.0 **Force Majeure:** Neither Speaker nor University 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 Event or Presentation is cancelled due to an event of Force Majeure, the Parties will make reasonable efforts to reschedule.

11.0 **Suspension or Termination:** University 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 1.0, the amount of the total fee to be paid Speaker shall be determined by University on the basis of the portion of the total work actually completed up to the time of such termination.

12.0 **Insurance:** Speaker is an independent contractor and shall not be covered by University’s insurance. Speaker 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, Speaker is responsible for complying with Washington law. Failure of University to demand such certificate(s) shall not be construed as a waiver of the obligation of Speaker to maintain such insurance.

13.0 **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.

14.0 **No Revenue Sharing:** Speaker will not participate in any revenues associated with the Presentation or Event. This includes sponsorship, ticketing, ticketing fees, concessions revenue, or any other revenue streams associated with the Event.

15.0 **Speakers’ Capacity:** It is expressly understood that Speaker is an independent contractor and not the agent, partner, or employee of University. Speaker and Speaker’s workers are not employees of University and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits,

statutory or otherwise. Speaker is solely responsible for all employment related taxes due to the proper taxing authorities.

16.0 Recordings: University may record the Presentation on video tape, audio tape, film, photograph, or any other medium, use Speaker's name, likeness, voice, and biographical materials in connection with these recordings for purposes within the University'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 the University deems appropriate. Any such recording is the property of the University, who has the right to reproduce, distribute, publicly display, publicly perform, or prepare derivative works from the recording. No recording of the Presentation will be made by or on behalf of Speaker for the purpose of profit or significant distribution without prior written approval from University. University may require an additional payment for the privilege, and may require Speaker to sign a University Filming Agreement.

17.0 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.

18.0 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.

19.0 Accounting; Audit: For a period of six (6) years following completion of the services called for hereunder, University or its authorized representatives shall be afforded access at reasonable times to Speaker's accounting records relating to the services set forth herein in order to audit all charges for the services.

20.0 Public Records: Speaker 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. Speaker will cooperate in a timely manner with the University in responding to public records requests related to this Agreement or the services provided hereunder. Speaker shall not receive any additional compensation for time spent gathering and producing records pursuant to this section.

21.0 Nondiscrimination and Affirmative Action: Speaker and University agree to comply at all times with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment, opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. Neither party shall discriminate against any employee, applicant for employment, or against any student on the basis of a Protected Status. "Protected Status" refers to age, sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a person with a disability. More specifically, Speaker shall not: (i) refuse to hire any person because of a Protected Status, unless based upon a bona fide occupational qualification, provided that the prohibition on discrimination because of a disability shall not apply if the particular disability prevents the proper performance of the particular worker involved; (ii) discharge or bar any person from employment because of a Protected Status; (iii) discriminate against any person in compensation or in other terms or conditions of employment because of a Protected Status, except it shall not be an unfair practice for an employer to segregate washrooms or locker facilities on the basis of sex, or to base other terms and conditions of employment on the sex of employees where the Washington State Human Rights Commission by regulation or ruling in a particular instance has found the employment practice to be appropriate for the practical realization of equality of opportunity between the sexes; and, (iv) printing or circulating, or causing to be printed or circulated, any statement, advertisement, or publication, or to use any form of application for employment, or to make any inquiry in connection with prospective employment, which expresses any limitation, specification, or discrimination as to a person's Protected Status, unless based on a bona fide occupational qualification, except advertisements may be posted in a foreign language.

22.0 Debarment Certification: CONTRACTOR, BY ACCEPTING THE TERMS OF THIS AGREEMENT, CERTIFIES THAT CONTRACTOR AND CONTRACTOR'S PRINCIPALS, IF ANY, ARE NOT PRESENTLY, NOR HAVE EVER BEEN, DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM CONTRACTING WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL ENTITY WITHIN THE UNITED STATES (COLLECTIVELY "DEBARRED"). SHOULD CONTRACTOR OR ITS PRINCIPALS BECOME DEBARRED, CONTRACTOR SHALL INFORM UNIVERSITY IN WRITING TO THE DIRECTOR OF PROCUREMENT AND CONTRACTS WITHIN A REASONABLE AMOUNT OF

TIME, BUT NO LATER THAN 5 CALENDAR DAYS AFTER SUCH DEBARMENT.

23.0 Additional Speaker Certifications: Speaker certifies as follows:

23.1. Contractor is in good standing to conduct business in the State of Washington and has completed all necessary registrations with the Washington State Department of Revenue and the Washington Secretary of State and possess and shall keep current all required licenses and/or approvals to conduct business in the State of Washington.

23.2. Contractor has paid, or arranged payment for, all taxes owed to the State of Washington, other than those validly contested.

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

EASTERN WASHINGTON UNIVERSITY:

SPEAKER:

Contracts Department Signature:

Speaker Signature:

Name:

Title:

Date:

Name:

Title:

Date: