

ARTIST / GUEST SPEAKER / EVALUATOR CONTRACT/INVOICE

INFORMATION & INSTRUCTIONS TO PROCESS

WHAT IS AN ARTIST / GUEST SPEAKER / EVALUATOR CONTRACT/INVOICE?

An Artist/Guest Speaker/Evaluator Contract/Invoice is used for **INDIVIDUALS** that provide services to Sinclair – this normally consists of a small fee for a classroom presentation or at other events (Spring Fling, Welcome Week, etc.) **It is a dual purpose form that serves as BOTH a Contract AND an Invoice.**

***NOTE:** The Contract/Invoice is NOT to be used by SCC employees. All employees are paid for Services through Payroll and will NOT be processed by the Purchasing Department – refer to the Payroll Department for more information*

WHAT IS NEEDED BEFORE YOU CAN PROCESS THE ARTIST / GUEST SPEAKER / EVALUATOR CONTRACT/INVOICE?

1. **PERS Independent Contractor Form** (also known as the **PEDACKN form** - located on *Forms Central/Accounting* & must be completed by the individual) – is required if the Contractor uses a Social Security # as the Federal ID# (instead of an EIN#).
 - a. The PEDACKN MUST ACCOMPANY ALL Contract/Invoices (a new form is required for EACH contract/invoice – even if the individual has provided services to SCC in the past.
2. **W-9 Form** – located on *Forms Central/Accounting* & must be completed by the individual.
 - a. Required only the FIRST time the individual provides services to SCC or **unless** there are any changes in their tax status since they last provided services to SCC.
3. **Artist / Guest Speaker / Evaluator Contract/Invoice** – located on *Forms Central/Purchasing* & completed by the individual & the Initiating Department.
4. **Purchase Requisition** (also known as a **Check Request**) – located on *Forms Central/Purchasing*.
 - a. Complete the required information on the Request & in Section 6, ‘Special Instructions’ enter the words: **CHECK REQUEST.**

THE PROCESS:

1. Process the Contract/Invoice PRIOR to the occurrence of the event.
2. ATTACH ALL REQUIRED DOCUMENTS: PEDACKN, W-9 & the CONTRACT/INVOICE to the CHECK REQUEST. FORWARD through the normal Check Request approval process.
3. When it has completed the approval process, Accounting will process payment to the individual after the event has occurred.

ADDITIONAL NOTES:

- No POs are issued for the services. Additional paperwork from the individual is **not** needed for Accounting to process payment because the document is a CONTRACT/INVOICE. It serves as an **invoice** for Accounting to process payment.
- After review, it **may** be determined that an IRS 20 Point Test is needed. At that time, your department will be notified of this additional requirement.

**ARTIST/GUEST SPEAKER/EVALUATOR
CONTRACT/INVOICE**

This contract/invoice provides for services of the ARTIST(s)/GUEST SPEAKER(s)/EVALUATOR(s) for the engagement described below, made this _____ day of _____, 20____, between Sinclair Community College (hereinafter called Purchaser) and the undersigned ARTIST(s)/ GUEST SPEAKER(s)/EVALUATOR(s) (hereinafter called Presenter/Vendor).

1) _____ Telephone No. _____
Name of Presenter/Vendor (PRINT)

Address

2) _____
Type of Engagement

3) _____
Date(s) of Engagement Start Time Finish Time

4) _____ or _____
Social Security Number Employer Identification Number

5) _____
Account Number to be charged (to be filled out by Sinclair)

6) For the above-stated services of the Presenter/Vendor, Purchaser agrees to pay, by College check, the all-inclusive fee of \$ _____. Payment will be mailed upon conclusion of the engagement (if, the contract has been fully executed a minimum of ten (10) working days prior to performance).

7) Check should be made payable to: (PRINT) _____

8) It is understood that the Presenter/Vendor executes this agreement as an independent contractor and is not an employee of the Purchaser. Presenter/Vendor agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, including, but not limited to: Social Security laws, Worker's Compensation insurance, income taxes, state employment insurance taxes or contributions and Public Liability Insurance. In addition, Presenter/Vendor will hold Purchaser harmless against any such laws, as well as against union claims.

9) The agreement of the Presenter/Vendor to perform is subject to proven detention by sickness, accidents, riots, strike, epidemics, acts of God or any other legitimate condition beyond Presenter/Vendor's control. It is further agreed that the Purchaser shall not be liable for payment in the event that the Presenter/Vendor fails to perform for whatever the reason. Presenter/Vendor is liable for all costs incurred by the Purchaser in the event the Presenter/Vendor fails to perform (subject to proven detention).

10) Presenter/Vendor represents that in performing his/her act under the terms of this contract, he/she is not infringing on the property rights, copyright, patent right or any other right of anyone or company. Presenter/Vendor will indemnify the Purchaser against any and all loss, damage costs or attorney fees if such is the case.

11) Purchaser shall retain the right to photograph the performance for publication in and for its student publications including, but not limited to, the student newspaper and any other College publication.

12) It is agreed and understood by the Purchaser and the Presenter/Vendor that the Presenter/Vendor shall carry sufficient insurance to cover any and all liabilities which may occur as a result of the Presenter/Vendor's actions during his/her stay or performance and the Presenter/Vendor further agrees to hold the Purchaser harmless from these damages.

- 13) If the Presenter/Vendor arrives at or near the performance site prior to the scheduled performance and (in the Purchaser's opinion) appears to be under the influence of intoxicating beverages, narcotics or drugs; and as a result thereof (in the opinion of the Purchaser) it is likely that the Presenter/Vendor cannot render said performance within reasonable expectations of the Purchaser, it is agreed that this is a breach of contract on the part of the Presenter/Vendor. Should this occur, the Presenter/Vendor shall be responsible for all costs incurred.

If the Presenter/Vendor is in possession of alcoholic, intoxicating beverages, drugs or the paraphernalia/containers associated therewith, at any time during said performance on property owned or controlled by Purchaser, it is agreed that it is a breach of contract.

- 14) If the Presenter/Vendor cancels this contract within the terms of the cancellation clause contained herein and the Purchaser agrees, it is the Purchaser's option to reschedule the performance at the earliest possible date convenient to both parties under the terms of this contract. The decision of whether or not to reschedule is at the sole discretion of the Purchaser.

- 15) Purchaser assumes no liability to provide any equipment, service or accommodations unless specifically stated in this contract or incorporated in a written addendum hereto.

This contract shall be construed and governed in all respects according to the laws of the State of Ohio.

It is agreed to and understood that Sinclair Community College as Purchaser, has final control over all matters pertaining to any performance held under the College's auspices except to the extent such matters are specifically placed in the Presenter/Vendor's discretion by this contract.

No oral representation, warranty, condition of agreement of any nature whatsoever shall be binding upon the parties hereto unless incorporated in this agreement. This contract, along with any addendum, contains all terms and conditions agreed to by the parties hereto, and may not be amended other than in writing.

The Purchaser has signed this contract prior to signature by the Presenter/Vendor. Any changes in the contract by the Presenter/Vendor must be agreed to, in writing, by the Purchaser. The action of the Purchaser in returning said contract constitutes an offer to enter into an agreement under the terms herein stated, but unless returned to the Purchaser on or before the _____ day of _____, 20_____, this offer shall be null and void.

AGREED AND ACCEPTED FOR:

Presenter/Vendor

By _____
 Authorized Signature Title Date

Sinclair Community College Requesting Department

By _____
 Authorized Signature Title (Department Chair/Director) Date

 Printed Name Printed Name of Department Date

Sinclair Community College Purchasing Department

By _____
 Purchasing Manager or Representing Authority Date