

LIFELONG LEARNING AND COMMUNITY ENGAGEMENT STANDARD OPERATING PROCEDURE

Operation: Entertainment Contract	Number: ENTCONTRACT-2012
Approval Date:	Approved by:
Effective Date:	Responsible Area: LLCE Budget/Finance office
Revision Date:	Revision Approved by:

Procedure:

- 1) Complete the Entertainment Contract form.
 - *Event Description; Name of Performer; Date of Performance; Start and End Times; Location*
 - *Stage Legal Name: Social Security Number; Permanent Address; Phone Number; Email*
Need completed W-9 form from entertainer
 - *Agent Name; Federal Employer Identification Number; Permanent Address; Phone; Email*
Need completed W-9 form from agent
 - *Indicate Payee () Artist () Agent*
 - *University Contact information: Name; Title; Campus Address; Phone; FAX: Email*
 - *University Approval information: Name; Title; Campus Address; Phone; FAX: Email*
 - *Compensation: Performance Fee; Lodging; Meals; Transportation; Other; Total*

- 2) Print the Entertainment Contract.

- 3) Forward the Contract to the Program Manager for review and approval.

- 4) Forward the Contract to the unit Director for review and approval.

- 5) Forward the Contract to the LLCE Budget Manager to review program account budget availability.

- 6) Forward the Contract to the LLCE Assistant Vice Chancellor for review and approval.

- 7) Forward the Contract to the Vice Chancellor of Administrative Services in Dempsey 236 for an authorization signature. Have Financial Services send the signed original Contract back to us.

- 8) Send the Entertainment Contract to the Entertainer/Artist for signature. Tell him/her to sign it and make a copy for their records; then return the signed original Contract back to us.

- 9) When the signed original Contract has been returned to us by the Entertainer/Artist; make a copy for our records.

- 10) Send the signed original Contract along with the Purchase Request to the Financial Services purchasing agent in Dempsey 236 for processing.

- 11) Check in WISDM 2 weeks after the event to make sure payment has been processed.

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ENTERTAINMENT CONTRACT

This **ENTERTAINMENT CONTRACT** for the personal services of performers(s) for the event described below, and is entered into between the University of Wisconsin-Oshkosh, hereinafter called the "University", and the undersigned performers(s) hereinafter called the "Artist", even though there may be more than one person.

1. EVENT DESCRIPTION: _____

Name of Performer(s): _____

Date of Performance: _____ Start time: _____ End time: _____

Number and length of sets: _____

Event Location: _____

2. ENTERTAINER STAGE/LEGAL NAME: _____

Social Security Number (required): _____

Permanent Address: _____ (Street Address)
_____ (City, State, Zip Code)

Phone Number: _____ email address: _____

A completed IRS Form W-9 is required for the Entertainer.

If an Agent represents Artist and the Agent will receive payment, the following information must be supplied:

AGENT NAME: _____

FEIN Number (required): _____

Permanent Address: _____ (Street Address)
_____ (City, State, Zip Code)

Phone Number: _____ email address: _____

A completed IRS Form W-9 is required for the Agent.

Please indicate payee (please check one): **Artist** **Agent**

If the entertainer is a group, please see: 7(a) Individual Members of a Group Not Owned by Anyone; and complete on page 6 the required Entertainer contact information for each member.

3. UNIVERSITY CONTACTS:

Contact Information:

Name: _____

Title: _____

Campus Address: _____

Phone/FAX: _____

Email: _____

Contract Approval:

Name: _____

Title: _____

Campus Address: _____

Phone/FAX: _____

Email: _____

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4. COMPENSATION:

Performance Fee: _____
Lodging: _____
Meals: _____
Transportation: _____
Other: _____

TOTAL COMPENSATION \$ _____

5. PAYMENT:

All payments will be in the form of a check issued by the University and will be payable to the artist or agent as indicated above. Payment will be made immediately following the performance if signed contract is received within 10 working days of performance.

6. INDEPENDENT CONTRACTOR:

The Artist, its officers, agents and employees (if applicable), in the performance of this Entertainment Contract shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the University. The Artist agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of the University. As such, the parties will each be responsible for their own acts of negligence as determined by law.

7. WITHHOLDING REQUIREMENTS:

- (a) Non-Wisconsin Resident: The University must withhold 6% of Total Compensation payments to non-Wisconsin resident Entertainers if accumulated payments for services exceed \$3,200.00 in a calendar year and the Entertainer has not filed WT-11 or provided a waiver from the Department of Revenue.

Non-Wisconsin resident Entertainers are required to file a bond or place a security deposit with the Wisconsin Department of Revenue at least six days prior to the date of performance to assure payment of State of Wisconsin income taxes if total compensation earned (paid directly or on behalf of Entertainer) from performance in Wisconsin will exceed \$3,200.00.

If the non-Wisconsin resident Entertainer does not show proof to the University that such bond or security deposit was filed with the Wisconsin Department of Revenue, State of Wisconsin law provides that the University shall deduct 6% of the total performance Entertainment Contract compensation and remit said amount as withheld for State of Wisconsin income tax purposes.

Total Contract Price: The amount of consideration indicated in the contract as the price for the nonresident entertainer's performance, including amounts payable in money or the cash value of any medium other than cash. It also includes any specific amounts to be paid to the nonresident entertainer (for example, amounts to be paid to the nonresident entertainer for travel expenses) or subcontracted services such as lighting, sound, or any other special services or properties required by the nonresident entertainer.

Accumulative Total Contract Price: If a nonresident entertainer performs a number of times during the same calendar year, for separate total contract prices of less than \$3,200 each, the nonresident entertainer may still be subject to the surety bond/cash deposit requirement or employer withholding at the time the accumulative total contract prices exceed \$3,200, and thereafter, during the same year. (**Note:** It is the responsibility of the nonresident entertainer or their representative to notify an employer if their accumulative total contract prices exceed \$3,200.) At the time the \$3,200 threshold is met, the amount of the surety bond or cash deposit, or the amount to be withheld by the employer, is based on the *accumulative* total contract price with that employer for the year, not just the amount in excess of \$3,200.

Individual Members of a group Not Owned by Anyone: In the case of a nonresident entertainment group of independent members, not owned by any single member of the group or any other sole proprietor, partnership, or corporation, the *total contract prices must be determined for each separate independent member*. The group

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must provide the employer with a signed statement from the leader of the group, or the promoter or managers, attesting to the members' distributive shares of the contract price. False statements made under this provision are subject to State of Wisconsin Department of Revenue income penalties for the filing false returns, and copies of such statements must be submitted to the Department of Revenue by the employer.

- (b) U.S. Residents: Withholding is required at the rate of 31% on payments for services if social security number is not provided.
- (c) Non-U.S. Resident Aliens: The appropriate tax will be withheld based on IRS Section 1441 and existing tax treaties. Withholding is required at 30% (less pro-rated personal exemption amount) on payments for services unless:
 - (1) Income is non-U.S. source.
 - (2) Payment is effectively connected with a U.S. trade or business and individual has filed Form 4224, or
 - (3) Income is partially or totally exempt or subject to a reduced withholding rate due to tax treaty or pro-rated personal exemption amount and individual has filed Form 8233 to claim the exemption or reduced rate.

8. LIABILITY:

- (a) The University, as an agency of the State of Wisconsin, is self-insured for liability protection. Such protection applies to the University and their employees only. Artist and all other individuals and organizations must provide their own liability coverage.
- (b) The Board of Regents of the University of Wisconsin System agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Board of Regents further agrees to hold harmless the Artist, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Entertainment Contract where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss.893.82 and 895.46(1), Wis. Stats.
- (c) Entertainer agrees to hold the University harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Artist arising out of or in connection with this Agreement except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

9. DISPUTES:

- (a) This Entertainment Contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Wisconsin.
- (b) In the event any on-site disputes shall develop between the Artist and the University, the Artist may request a representative of the local musicians union be advised of the dispute and be given the opportunity to participate in the resolution thereof. However, in no event shall the procedures be deemed to excuse Artist's delay in timely performance more than 15 minutes.

10. CANCELLATIONS:

- (a) Either party may cancel this Entertainment contract without obligation to the other if cancellation notice is received in written form at least 30 days before appearance date.
- (b) Cancellation due to Force Majeure – If the Program is canceled due to a) an occurrence beyond the control of the University or the Artist; b) civil disturbance; or c) the University's campus or facility being declared off-limits pursuant to the provisions of the Wisconsin Administrative Code:

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- i. University shall not be liable to the Artist for any damages caused by such cancellation; and
 - ii. Artist shall not be liable to the University for any damages caused by such cancellation. Artist, within five calendar days of cancellation date, shall return, in full any money the University may have advanced.
- (c) If the Artist cancels the Program for any reason other than as set forth in *a* or *b* above, Artist shall, within five calendar days of the cancellation date pay the University for (1) any costs actually incurred by the University in connection with the Program which would have otherwise been reimbursable by the Artist had the Program not been canceled and (2) any other costs directly attributable to the cancellation.

11. MERCHANDISING:

The sponsoring campus organization shall receive a \$15 flat fee for any merchandising.

12. SOUND:

- (a) Performers will not exceed a maximum sound pressure level of 90db indoors during the hours of 8:00am – 5:00pm Monday – Friday, 100db indoors during the hours of 5:00pm-Midnight Sunday – Saturday, and 104db outdoors at the front of House mix location with a professional decibel meter set on fast response. Level check will be made throughout the performance including sound checks. Performers must be prepared to lower the level of stage amps in order to ascertain a good mix and stay within the limits set.
- (b) Reeve Union Staff and volunteers have the right to direct Artist to discontinue any activity, including sound amplification level, which disrupts the normal operations of Reeve Memorial Union, or constitutes a violation of University Policy, as well as any federal, state, or local laws.

13. EXPLOSIVES AND FLAMMABLES:

Artist shall not use or permit the use of any substance of an explosive or highly flammable nature, including gasoline, kerosene, camphene, and naphtha except theatrical pyrotechnics. Theatrical pyrotechnics may be used only with prior approval of the City of Oshkosh's Fire Department and the University of Wisconsin Oshkosh's Vice Chancellor of Administrative Services or his designee.

14. MISCELLANEOUS:

1. The contract, and any proceedings, conducted hereunder shall be governed and enforced under the laws of the State of Wisconsin.
2. No performance of the engagement shall be recorded, or transmitted from the place of performance, in any manner or by any means whatsoever unless there is specific written agreement with the Artist relating to and permitting such recording, reproduction, or transmission without approval from the Artist.
3. The artist is solely responsible for payment of royalty fees or dramatic rights and dramatical musical works and/or performance fees, fees required by union and/or similar organizations, and their similar costs.
4. In connection with the performance of the work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.5,01 (5) or national origin. The Artist agrees to take affirmative action to ensure equal employment opportunities.
5. If any of the terms and conditions contained in any other addenda rider attached by Artist, or agent, is in conflict with or contrary to any of the terms of this Contract or Conditions, the terms contained in this Contract or Conditions will be controlling. Terms and conditions contained in any such addenda or rider which is in addition to the terms of this Contract or Conditions are only binding on the University if the University has specifically agreed to those additional terms and conditions in writing.

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In Witness Whereof, the parties to this agreement hereto have caused this agreement to be executed by their duly authorized representatives.

University of Wisconsin Oshkosh

Artist

Name: Tom Sonneleitner

Name: _____

Signature: _____

Signature: _____

Title: Vice Chancellor for Admin. Services

Date: _____

Date: _____

Individual Members of a Group Not Owned by Anyone

1. ENTERTAINER STAGE/LEGAL NAME: _____

Social Security Number (required): _____

Permanent Address: _____ (Street Address)

_____ (City, State, Zip Code)

Phone Number: _____ email address: _____

Total Performance Fee: _____

A completed IRS Form W-9 is required for the Entertainer.

2. ENTERTAINER STAGE/LEGAL NAME: _____

Social Security Number (required): _____

Permanent Address: _____ (Street Address)

_____ (City, State, Zip Code)

Phone Number: _____ email address: _____

Total Performance Fee: _____

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5. **Attach additional Sheets if necessary**