

Independent Contractor Agreement for Artist Services

This Agreement is made this ____ day of _____, 20____, between The Catholic University of America, 620 Michigan Avenue, NE, Washington, DC 20064, a not-for-profit corporation in the District of Columbia, herein referred to as "University," and _____, of _____, herein referred to as "Artist Contractor."

RECITALS

University owns and operates an institution of higher education at the address set forth above, and University desires to have the certain services performed at the Benjamin T. Rome School of Music. Artist Contractor agrees to perform these services for University under the terms and conditions set forth in this Agreement. In consideration of the mutual promises set forth herein and other good and valuable consideration, it is expressly agreed by and between University and Artist Contractor:

SECTION ONE Description of Work

The work to be performed by Artist Contractor includes all services generally performed by Artist Contractor in Artist Contractor's usual line of business, including, but not limited to, the following:

SECTION TWO Term of Agreement

This Agreement will be for the 2013 calendar year, from January 1, 2013 through December 31, 2013.

SECTION THREE Payment

University will pay Artist Contractor at the rate of _____ Dollars (\$____) per hour to a maximum not to exceed Two Thousand Dollars (\$2,000.00) for the work to be performed in the calendar year. Artist Contractor is required to submit itemized invoices to the University for payment of specific work performed under this Agreement. Final payment will be made upon verified completion of 100% of the work and acceptance of the final product by the University.

SECTION FOUR Relationship of Parties

The parties intend that the status of the Artist Contractor is as an Independent Contractor in this Agreement. University is interested only in the results to be achieved and the conduct and control of the work will lie solely with Artist Contractor. Artist Contractor is not to be considered an agent or employee of University for any purpose, and neither the Artist Contractor nor the employees of Artist Contractor are entitled to any of the benefits that University provides for University's employees. Artist Contractor is responsible for his/her own state and federal income tax withholding and Social Security withholding. It is understood that University does not agree to use Artist Contractor exclusively. It is further understood

that Artist Contractor is free to contract for similar services to be performed for other employers while under contract with University as long as services to be provided under this Agreement are not compromised.

SECTION FIVE Liability

The work to be performed under this Agreement will be performed entirely at Artist Contractor's risk. Artist Contractor assumes all responsibility for the musical instruments and related equipment used in the performance of this Agreement. Artist Contractor agrees to indemnify, defend and hold University harmless from any and all claims, judgments, damages, liabilities and costs caused by, arising out of, or in connection with its (or its employees/agents/assigns) provision of services, including the use of any vehicle.

SECTION SIX Insurance

Artist Contractor is responsible for his/her own health, accident, vehicle and other insurance, none of which is the obligation of University. University has no responsibility or obligation to provide workers' compensation for Artist Contractor.

SECTION SEVEN Notification of Cancellation for a Scheduled Performance

If Artist Contractor is hired for a scheduled performance and must cancel, Artist Contractor must, when possible, provide seven (7) days' notice. In cases of emergency or illness, Artist Contractor must call or provide electronic notification to the Benjamin T. Rome School of Music immediately.

SECTION EIGHT Termination

Either party may cancel this Agreement by providing ten (10) days written notice to the other party.

SECTION NINE Equal Opportunity

University is an affirmative action/equal opportunity institution. During the performance of this Agreement, the Artist Contractor, agrees to be bound by all applicable federal and local laws, rules, regulations, orders, instructions and other directives governing equal opportunity.

SECTION TEN Drug-Free Workplace

The University's Drug and Alcohol Abuse Policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession or use of controlled drugs or alcohol on University's campus. Artist Contractor will not permit the possession or use of any alcohol, whether lawful or not, on University's property. Artist Contractor will notify the University in writing within five (5) days of any drug-related or alcohol-related accident or criminal offense on University's property involving Artist Contractor.

SECTION ELEVEN
Governing Law

This Agreement shall be governed by and construed under the laws of the District of Columbia.

This Agreement represents the entire agreement of the parties and may not be amended unless the same shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Artist Contractor

The Catholic University of America

Signature

CUA Strategic Sourcing and Procurement

Print Name

Print Name

Title

Taxpayer Identification Number
(Social Security or Employer Identification Number)

Telephone Number

Please check whether you have been employed by the University in a capacity other than as an independent contractor for the Benjamin T. Rome School of Music during the 2013 calendar year:

_____ I have not been employed in another capacity during the 2013 calendar year.

_____ I have been employed in another capacity during the 2013 calendar year as: _____
