



Standard Engagement Contract for Non-Employee Services

Use this form to outline provision of services and to provide payment for non-employees who completed a service or are receiving an honorarium (This includes, but is not limited to Entertainers, Lecturers, and Speakers, Performers, Referees, Technical Support, etc.) **NOTE:** Visitors from outside of the United States require additional paperwork and withholding of taxes. If this applies, please contact Employment Services at 651-696-6280 to initiate completion of proper forms in advance of visit. Failure to do so may result in delayed payment.

Name of Entity/Performer/Speaker:		Attach a W 9 as documentation of payee's SSN/Federal ID Number. (This form can be found at www.irs.gov).		
Payable to (if different from above):		Service Fees: ↓	+ Reimbursable Expenses*: ↓	= Total Payment ↓
<i>*In the event that there are reimbursable expenses incurred, receipts must be received by the Business Services within twenty (20) days of the performance. Payment will not be issued until all receipts are received.</i>				
Mailing Address:		City	State	Zip
Physical Address (if different):		City	State	Zip
				Email
Day and Date of engagement:	Time of engagement:	Service to be provided:		
Location of Performance/Engagement:		Length of engagement (and # of sets, if applicable)		
Arrival time:		Time needed for set up (if applicable):	Time needed for tear down (if applicable):	
Travel inclusive (airfare/ground transportation, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Flight information, if applicable:		
Any technical support requests must be listed in the space below OR attached in a technical rider submitted with this contract.				
Macalester primary event contact:				
Name		Phone	Email	
<input type="checkbox"/> Student <input type="checkbox"/> Faculty/Staff				
Macalester secondary event contact:				
Name		Phone	Email	
<input type="checkbox"/> Student <input type="checkbox"/> Faculty/Staff				

Department/Organization Payment Authorization:						
Fund	Organization	Account	Program	Activity	Location	
-----	-----	-----	-----	-----	-----	\$
-----	-----	-----	-----	-----	-----	\$
Organization/Department Name _____			Requested by: _____			
Approved by (print): _____			(Approval signature) _____			

1. This contract dated and effective _____, is by and between Macalester College hereinafter referenced "Macalester" and (name of entity, performer, speaker), _____, hereinafter referenced "the Performer".
2. **AUTHORIZED REPRESENTATIVE.** The Authorized Representative hereby represents and warrants that s/he has the authority to enter into this contract on behalf of the Performer and to bind the Performers to the terms of this contract. Any person or entity which has been authorized by the Performer to act on behalf of the Performer and be referenced as an "Authorized Representative". Macalester shall have no obligation to verify an Authorized Representative's representation that s/he has been authorized to act on behalf of the Performer.
3. **PURCHASER'S DUTIES.** Macalester agrees to contract with the Performer for services as defined above. Macalester agrees to the terms and conditions of the engagement and compensation for the Performer as set forth above. Macalester agrees to provide a safe and secure performance area.
4. **PERFORMER'S DUTIES.** The Performer agrees to provide entertainment or services for Macalester in return for the above-named fee and expense coverage. Since the essence of this contract concerns the specific individual (s) named as the Performers, and the Performers' personalities and talents which are recognized as unique, Macalester will pay the fee specified in this contract only if the Performers performing is in fact the Performers identified in this contract. In the case of a musical group, if less than the specified number of Performers that would typically be at performance of the nature of the activity will actually perform, Macalester has the option to cancel this agreement with no liability or to allow the event to occur as scheduled with a mutually acceptable lower fee. [Check box if Not Applicable]
5. **PERFORMANCE NOTIFICATION.** The Performer must notify Macalester contact person at least one week preceding the performance stating the expected time of arrival. Performer must check-in with the contact at least ninety (90) minutes prior to the scheduled performance time and must be at the performance location at least sixty (60) minutes prior to the start of the performance.
6. **PAYMENT.** The Performer will be paid the aforementioned fee following the Performer's engagement, by Macalester College check. If consideration for services calls for the Performer's travel expense reimbursement, receipts must be received in the Business Services Office within twenty (20) days of the performance. Receipts received after twenty (20) days will not be reimbursed.
7. **SERVICE DETAILS.** Macalester reserves the right to prorate and/or adjust the cost of the services rendered, or to cause this contract to be null and void if in its judgment undue delays, regardless of cause on the part of the Performers or authorized representatives, effect a time later than that herein stipulated for the commencement of the services contracted of if the Performers perform fewer or shorter sets than as identified above.
8. **INDEPENDENT CONTRACTOR.** The Performer is an independent contractor and is not an employee of Macalester. Performer is responsible for all wages, payroll tax withholdings, workers' compensation coverage and unemployment compensation coverage for other employees or individuals who are part of the Performer's group.
9. **LIABILITY.** Macalester is hereby relieved of any liability if unable to meet the responsibilities of this contract because of any "Act of God", riots, epidemics, strikes, and any act or order of public authority, and other cause similar or dissimilar beyond Macalester's control; and Macalester shall not be held responsible if, through an "Act of God", or conditions beyond its control, it is unable to provide a venue substantially similar to the Place of Activity identified above on the date and times when the Activity contracted for is scheduled. Furthermore, if such acts or conditions occur, Macalester is not liable for any damages which the Performer, or authorized representatives incur.
10. **INSURANCE.** The Performer will provide Macalester with a certificate of insurance evidencing a minimum of one million dollar public liability coverage, workers compensation, and auto liability, naming Macalester as additional insured. Macalester agrees to be responsible for its negligence with respect to damage or injury to its employees

and others during the period covered by this contract. The Performer agrees to be responsible for its negligence with respect to all other claims prior to, during, or subsequent to the period covered by this contract. [Check box if Not Applicable]

11. **APPROVAL OF OTHER PERFORMERS.** Both parties agree that the appearance of any other act(s) on the same bill as the Performer will be subject to joint approval of Macalester and the Performer. Further, the Performer agrees that substitute Performers will not replace featured members of the group unless such request is approved in advance by Macalester. [Check box if Not Applicable]
12. **CANCELLATION.** If, due to illness, accident, inclement weather, or other causes legally known as Acts of God, either the Performer, producer, or Macalester is forced to cancel the contract; neither party nor any representatives shall be liable for any payment. When feasible, Macalester will have the opportunity to choose to renegotiate performance dates.
13. **NAMES, TRADEMARKS AND PRODUCTS.** The Performer is not authorized by virtue of this Agreement to use the names or trademarks of Macalester for any purpose, including without limitation, advertising or marketing, except as necessary to perform its obligations under this Agreement. The Performer shall acquire no rights in the trade names, trademarks, intellectual property or proprietary information belonging to Macalester by virtue of this Agreement or by reason of the Performer's use or knowledge of such property or information in connection with the performance of this Agreement.
14. **APPLICABLE LAW.** The laws of the State of Minnesota shall in all respects govern this Agreement.
15. **TAX.** The Performer hereby expressly authorizes Macalester to withhold, report, or pay or make provisions for the payment of any and all Federal or State taxes in connection with the fee, including, without limitation, all employment and entertainment taxes. The Performer hereby represents and warrants that the social security number set forth above is his/her true and correct social security number and hereby agrees that s/he will complete any documentation necessary in connection with such withholding, reporting and payment obligations. Notwithstanding, anything in the foregoing to the contrary, the artist is ultimately responsible for any and all taxes and fees associated with the payment of the Fee.
16. **MINNESOTA ENTERTAINER TAX.** Compensation that nonresident entertainers receive for performances in Minnesota is subject to a 2% nonresident entertainer tax. Macalester College is responsible for withholding the 2% tax from the nonresident entertainer payments, remitting the withholding amounts and reporting to the Minnesota Department of Revenue. (**NOTE:** *Due to reciprocity agreements, residents of Wisconsin, North Dakota, and Michigan are exempt from this tax, provided they submit a Minnesota Department of Revenue form MWR: "Reciprocity Exemption".*)
17. **SOUND AND LIGHTING RESPONSIBILITY.** In all cases specifying that Macalester shall provide sound and/or lighting equipment, Macalester's technical staff shall have complete mechanical control of the sound and/or lighting equipment. In cases where sound and/or lighting equipment is provided by Performer, Macalester maintains the right to have supervisory control of the sound and/or lighting equipment.
18. **PHOTOGRAPHY.** Macalester shall retain the right to photograph said performance for any publications.
19. **MEDIA.** The Performer agrees to media interviews and coverage, in print or broadcast media, of his/her appearance at Macalester. The Performer will also be amenable to participating in an interview before his/her appearance at Macalester either by phone or e-mail. The Performer also agrees to a podcast of his/her performance on Macalester's web page (www.macalester.edu) and a rebroadcast of the performance on public radio and television.
20. **MERCHANDISE SALES.** The Performer may sell merchandise at the event with no amount of the profit benefiting Macalester, with the exception of book sales.
21. **DISCRIMINATION CLAUSE.** Macalester does not discriminate on the basis of race, color, creed, national origin, sex, age, religion, disability, marital status, sexual orientation, or status with respect to public assistance. The Performer agrees to avoid any conduct or material that is so extreme or offensive in nature that it would

constitute a violation of this nondiscrimination policy, and Macalester reserves the right to terminate any performance that involves such a violation.

22. **PROHIBITION ON CARRYING OR POSSESSING FIREARMS.** In accordance with the Macalester College Policy Regarding Weapons on Campus (Section 12.1.9 of the Employee Handbook), firearms, guns, or weapons of any kind are prohibited.
23. Macalester reserves the right to cause this contract to be void if not properly signed and returned within fifteen (15) days after its dispatch to the Performer.

This agreement is hereby approved by the parties:

Departmental Authorization:

Name: _____

Signature: _____

Title: _____

Date: _____

1600 Grand Ave
St. Paul, MN 55105

Phone: 651-696-_____

Fax: 651-696-_____

Email: _____

Signing agent for Performer:

Date: _____

Signing Agent

Name (print): _____

Title: _____

Address: _____

City, State & Zip: _____

Phone: _____

Email: _____

Fax: _____