

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.) Return this form to Accounts Payable at 63 Macalester building. Allow 7-10 days from time form is submitted for processing. Contact Accounts Payable at (651) 696-6565 with any questions.

SECTION A	Contractor Information							
	Name of the Contractor performing services				Social Security # or Tax ID # (REQUIRED)			
	Payable to <i>(if different from above)</i>			Is the Contractor who is performing services for Macalester a U.S. Citizen or Lawful Permanent Resident? Yes No <i>If No, complete Section C</i>				
	Receipts must be received by Business Services within twenty (20) days of the service. Payment will not be issued until all receipts are received.			Service Fee(s)		Reimbursable Expenses		Total Payment
	Mailing Address			City		State	Zip	
	Physical Address <i>(if different)</i>			City		State	Zip	
	Primary Phone <i>(include area code)</i>			Email				
Date(s) & time(s) of engagement			Service(s) to be provided					
SECTION B	FOR MACALESTER USE ONLY							
	Macalester primary event contact			Faculty Staff Student				
	Name			Email		Phone		
	Macalester secondary event contact			Faculty Staff Student				
	Name			Email		Phone		
	Department/Organization Payment Authorization							
	Fund	Organization	Account	Program	Activity	Location	Amount	
	-----	-----	-----	---	-----	-----	\$ _____	
	-----	-----	-----	---	-----	-----	\$ _____	
	-----	-----	-----	---	-----	-----	\$ _____	
	-----	-----	-----	---	-----	-----	\$ _____	
	Requested by			Organization/ Department Name				
	Departmental Budget Manager Signature / 1600 Grand Avenue, St. Paul, MN 55105-1899, USA							
	Name (print)			Title				
Signature			Date					
Email			Phone					

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SIGNATURE	Contractor Signature			
	Name (print)		Title	
	Signature		Date	
	<i>Complete if different from Section A</i>			
	Address		City	State
	Email		Phone	
Please attach a W9 as documentation of payee's SSN/Tax ID Number (TIN). (This form can be found at www.irs.gov)				
I have attached at W9 YES NO				

SECTION C	International Visitors ONLY		
	Honorarium/service fee payments to international visitors are taxable. The amount paid will be grossed up/increased to include any taxes. The hosting College department will be charged the agreed upon fee and any applicable taxes. Reimbursed expenses with receipts are non-taxable. All payments are made via live/paper check (no international wires or non-domestic ACH's). This section must be completed before any payments can be made. Submit the Standard Engagement Contract at least 5 business days prior to the visitor's arrival: any receipts for expense reimbursements can be submitted later on the day of the event. Instead of form W9, attach a W8BEN as documentation of payee's foreign tax ID. For international visitors only, return the Standard Engagement Contract to Payroll at 77 Macalester. Contact Payroll at (651) 696-6436 with any questions on international visitors.		
	VAT or ITIN Tax ID (if no SSN)		Birthdate
	Country of Citizenship		Country of Tax Residence
	Original/ Anticipated Date of Entry to United States		Immigration Status <i>(Visa Type: ex: B1 Visitor)</i>
	Department Representative receiving check on behalf of international visitor		Estimate Final Departure from United States
	Dates of All Previous United States Visits		
	Year	Immigration Status	Number of Days in United States
Please attach a W8BEN as documentation of payee's SSN/Tax ID Number (TIN). (This form can be found at www.irs.gov)			
I have attached at W8BEN YES NO			

Standard Engagement Contract for Non-Employee Services – Terms

1. This contract dated and effective

_____, is by and
between Macalester College hereinafter referenced
“Macalester” and (name of entity, performer, speaker),
_____ hereinafter
referenced “the Contractor”.

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 Individual and to bind the Individual to the terms of this contract. Any person or entity that has been authorized by the Contractor to act on behalf of the Contractor 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 Contractor.

3. **PURCHASER’S DUTIES.** Macalester agrees to contract with the Contractor for services as defined above. Macalester agrees to the terms and conditions of the engagement and compensation for the Contractor as set forth above. Macalester agrees to provide a safe and secure performance area.

4. **CONTRACTOR’S DUTIES.** The Contractor 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 Contractor, and the Contractor’s personalities and talents which are recognized as unique, Macalester will pay the fee specified in this contract only if the Contractor performing is in fact the Contractors identified in this contract. In the case of a musical group, if less than the specified number of Contractors 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 Contractor must notify Macalester contact person at least one week preceding the performance stating the expected time of arrival. Contractor 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 Contractor will be paid the aforementioned fee following the Contractor’s engagement, by Macalester College check. If consideration

for services calls for the Contractor’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 Contractors or authorized representatives, effect a time later than that herein stipulated for the commencement of the services contracted of if the Contractors perform fewer or shorter sets than as identified above.

8. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor and is not an employee of Macalester. The Contractor 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 Contractor’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 Contractor, or authorized representatives incur.

10. **INSURANCE.** The Contractor 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 Contractor 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 CONTRACTORS.** Both parties agree that the appearance of any other act(s) on the same bill as the Contractor will be subject to joint approval of Macalester and the Contractor. Further, the Contractor agrees that substitute Contractors 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 Contractor, 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor, 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.** Macalester College may record (photograph, video record, audio record, etc.) and may preserve, use, reproduce, exhibit, publish, and/or distribute the same photographs, audio, and/or video in whole or in part, individually, in any and all media now or hereafter, for academic, educational, promotional, and non-commercial purposes in perpetuity.

20. The Contractor agrees to media interviews and coverage, in print or broadcast media, of his/her appearance at Macalester. The Contractor will also be amenable to participating in an interview before his/her appearance at Macalester either by phone or e-mail. The Contractor also agrees to a podcast of his/her performance on Macalester's web page (www.mcalester.edu) and a rebroadcast of the performance on public radio and television.

21. **MERCHANDISE SALES.** The Contractor may sell merchandise at the event with no amount of the profit benefiting Macalester, with the exception of book sales.

22. **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 Contractor 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.

23. **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.

24. 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 Contractor.