MONTANA STATE UNIVERSITY

GUEST PERFORMER AGREEMENT

This Agreement is between Montana State University, herein referred to as "MSU” or “University”, and insert guest performer name, hereinafter referred to as "Guest Performer".

**Guest Performer Information:**

Name: insert name or company name

Address, City, State Zip: insert street/po box, city, state, zip

Point of Contact: insert name

Email: insert email address

Phone: insert phone number

**MSU Information:**

Department Name: insert department name

Address, City, State Zip: insert street/po box, city, state, zip

Point of Contact: insert name

Email: insert email address

Phone: insert phone number

1. **Purpose:** The purpose of this agreement is to formalize the understanding between MSU and Guest Performer concerning insert event details here.
2. **Date/Term of Service:** insert date here.
3. **Services:** Guest Performer agrees to perform the following services: insert details here.
4. **Consideration:** MSU agrees to pay Guest Performer the Not to Exceed sum of insert $ amount for satisfactory completion of the services listed above. MSU will also provide insert additional provisions here, such as travel, etc., if travel according to MSU Travel & Reimbursement Guidelines (form PD-115). All other expenses are the responsibility of the Guest Performer.
5. **Relationship of the Parties:** Guest Performer is an independent contractor and not an employee of MSU for purposes of this agreement. Each of the parties will be solely and entirely responsible for its own acts and/or the acts of its employees or agents. No benefits provided by MSU to its employees, including unemployment and workers' compensation insurance, will be provided to the Guest Performer or his/her/its employees.
6. **Warranty**: Guest Performer represents and warrants that neither the event nor any materials provided in connection with the event will infringe or violate the copyright, patent, trademark, trade secret or any other right of any third party, and no additional permissions, clearances, assignments, or licenses are necessary to give full effect to the provisions of this Agreement.
7. **Release**: Guest Performer agrees that MSU employees or agents may produce photographs, videotapes, or images of Guest Performer and audio or video recordings of the event. By signing below, Guest Performer gives to MSU an irrevocable, royalty-free, non-exclusive license to use, display, publish, exhibit, and distribute all or portions of the photographs or images for non-commercial purposes, including promotion of the university and recruitment. Aside from the rights explicitly granted herein, MSU shall have no claim or rights to Guest Performer’s likeness, life story, trademarks, copyrights, or other intellectual property.
8. **Trademarks and Logos**: Both parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark, or logo of the other party without first obtaining the prior written consent of the other party.
9. **Cancellation:** Guest Performer shall notify MSU at least thirty days prior to the event of any cancellation. In the event failure to perform is beyond Guest Performer’s control, Guest Performer shall return any fee or deposit already paid by MSU, but shall not be liable for any additional costs, charges, or expenses.

MSU may cancel Guest Performer from the event upon written notice if Guest Performer engages in any conduct that a reasonable person would believe brings the Guest Performer into general public disrepute, contempt, scandal or ridicule, or that shocks, insults or offends the public and which a reasonable person would believe would have the effect of reflecting unfavorably upon the Guest Performer’s or MSU’s reputation if the event continues. MSU’s decision to terminate hereunder must be exercised, if at all, not later than 90 days after the facts giving rise to such right are brought to MSU’s attention, but in no event later than the event date. Upon termination under this clause, Guest Performer will not be entitled to any compensation and will return or reimburse any funds already paid.

1. **Entire Agreement**: This Agreement constitutes the entire agreement between the parties as to performance of the services, and replaces and supersedes any other agreements, correspondence or other discussion between the parties, whether or not any of the foregoing have been reduced to writing. No modification of this Agreement is effective unless it is in writing and signed by both parties.
2. **Miscellaneous**: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Montana. This Agreement may not be assigned without the written consent of the other party. Any signed document transmitted electronically shall be considered an original document and shall have the binding and legal effect of an original document.

**Note:** *Guest Performer must provide a signed W9 provided before payment will be processed. If Guest Performer is a Non-Resident Alien, payment is subject to withholding in accordance with IRS 1042 reporting requirements.*

This Agreement consists of numbered page shown and any required attachments. The original will be retained by MSU. A copy of the original shall have the same force and effect as the original for all purposes. To express the parties’ intent to be bound by the terms of this Agreement, they have executed this document on the dates set forth below.

Guest Performer: Date:

Name, Title

MSU : Date:

Name, Title (VP/Dean or Authorized Delegated Delegee)

College/Department/Unit

Approved as to Form:

Peggy Wallace, Contract Specialist

Procurement & Contract Services

Reviewed By:

Insert name & title of Department Point of Contact/Liaison here

Insert Department Name here

**\*\*REMOVE all the BLUE type (instructions) before sending via DocuSign for initials & signatures:**

**Agreement to be sent via DocuSign for review, initials, signatures. Set-up recipients in DocuSign in the following order:**

**1. Initial - Contract Specialist**

**2. Initial – Department Point of Contact**

**3. Signature – Visiting Artist**

**4. Signature - MSU VP/Dean or Delegated Signature Authority**

**Once all signatures are obtained a fully executed copy will be sent to all parties via DocuSign.**

**Agreement invalid unless signed by all required parties**