

MARQUETTE UNIVERSITY PERFORMER AGREEMENT

This agreement, by and between Marquette University ("Marquette"), and the performer ("Performer") named herein, is for the personal services of said Performer for the following event:

Name of Performer: _____

Date of Event: _____

Location of Event: _____

Start Time/End Time/Duration of Event: _____

1. Payment. Marquette shall pay Performer, as follows (check and complete those that apply):

" One payment, via check, following completion of the performance, of \$ _____

" Other: _____, in the amount of \$ _____

Reimbursement for expenses set forth above shall not exceed the amounts and types approved for employee reimbursement pursuant to Marquette University Policy and Procedure I-09. A copy of such policy is available upon request. Performer must submit a completed W-9 form prior to performance in order to receive payment. **If Performer does not return a fully executed contract to Marquette at least ten working days prior to the Event, the check will be mailed to Performer after the event.**

2. Deposit. Marquette shall not make advance payment, deposit or post bond.

3. Approval of Other Performers/Substitute Performers. Both parties agree that the appearance of any other act(s) on the same bill as Performer will be subject to joint approval of Marquette and Performer. Further, Performer agrees that substitute performers will not replace featured members of the group unless Marquette approves the proposed substitution(s) in advance. If Marquette does not approve the proposed substitution(s), this contract shall be rescinded and Marquette shall not be obligated to make any payment to Performer.

4. Force Majeure/Cancellation. Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to, war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God. If Marquette cancels the performance for reasons other than force majeure, a cancellation fee equal to fifty percent (50%) of the performance fee set forth herein shall be paid to Performer. If Performer cancels said performance for reasons other than force majeure, Performer shall reimburse Marquette for any actual expenses incurred by Marquette relating to said performance.

5. Control over Performance. Marquette and Performer shall have joint control over the production, presentation and performance of the above-referenced engagement. Marquette is not bound by any constitution, bylaws, rules or regulations of any organization to which the Performer may belong.

6. Subject Matter. Performer agrees to refrain from presenting/performing material that contravenes the moral teachings of the Catholic faith or is contrary to Marquette's Jesuit mission and philosophy. If Performer presents/performs such material, as determined solely by an authorized Marquette representative, Marquette reserves the right to immediately end the presentation/performance and shall not be obligated to pay Performer for any services rendered pursuant to this agreement.

7. Load In/Load Out. Marquette will provide a representative to be present during load in, load out and throughout the performance.

8. Soundcheck. Unless otherwise agreed by both parties, one hour shall be provided for a soundcheck prior to admission of the audience.

9. Reproduction of Performance. Marquette will take reasonable steps to prevent the recording or broadcast, audio and/or visual, of any performance without express written consent of Performer.

10. Dressing Room. Marquette shall provide a well-lit, climate-controlled and lockable dressing room to Performer, upon request.

11. Merchandising. Marquette shall provide an appropriate location and table for the sale of Performer's merchandise. Eighty percent (80%) of receipts shall go to Performer and twenty percent (20%) of receipts shall go to Marquette.

12. Modification of Agreement. It is understood and agreed that this Agreement may not be changed, modified or altered, except by mutual agreement of both parties. All changes to the contract for this engagement must be initialed by authorized signatories of both parties OR changes may be implemented via a separate written document signed by both parties.

13. Assignment. This Agreement may not be assigned without the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of and shall be enforceable by and against the parties and their successors and assigns.

14. Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Wisconsin. If any term or provision of this document shall be held illegal, unenforceable, or in conflict with any law governing this document, the validity of the remaining portions shall not be affected thereby.

15. Authority. Each party hereby certifies that it has all necessary authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

16. Relationship. The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Performer shall not become an employee of Marquette by acting under this Agreement and Performer shall be responsible for the payment of any taxes and social security contributions owing from the above compensation.

17. Faxed Signatures: Any signed document transmitted by fax shall be considered an original document and shall have the binding and legal effect of an original document. The signature of any Party upon a faxed document shall be considered an original signature.

The foregoing terms are agreed to and accepted by:

MARQUETTE UNIVERSITY

PERFORMER

By: _____

x _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

SSN or FEIN #: _____

OGC 02/2004

Note: If total payment exceeds \$3,200 and Performer is not a resident of Wisconsin, please contact the Office of the General Counsel.