

PERFORMANCE TERMS OF ENGAGEMENT

The Artist(s) known as _____, consisting of _____ (number of artists) agree to perform at the University of Massachusetts Dartmouth (University) under the terms as stated herein. (All equipment must be out of the building within 1-2 hours after the performance.)

Performance Fee (Not To Exceed \$10,000): _____

Performance Date:	UMass Sponsoring Organization:
Performance Time	Performer:
Report Time:	Performance Location:
Performance Length:	Beginning:Ending:

Terms:

1. In signing this performance terms of engagement the Artist or their duly authorized representative have read, understands and accepts the University Performer Terms and Conditions as found at <https://www.umassd.edu/media/umassdartmouth/administrative-services/purchasing/performers/performanceconditions4213.pdf>
2. The Artist understands and agrees that the Artist's failure to fulfill any provisions herein, without prior written consent of the University, will be considered a Breach of Contract, and may result in the cancellation of the engagement hereunder at any time without liability whatsoever to the University.
3. If this contract is signed by someone other than the Artist, the person signing for the Artist expressly warrants that he/she is authorized by the Artist to execute his/her contract on behalf of the Artist for this engagement at the time and place specified in this contract.
4. All additions and deletions to the terms of engagement and its riders must be initialed and dated by both parties in order to be valid.
5. In the event of any conflict, inconsistency or incongruity between the terms of the Artist's rider and the terms of the University of Massachusetts Dartmouth' Performance Terms of Engagement, University Performer Terms and Conditions and Purchase Order, the terms of the University's Terms of Engagement, University Performer Terms and Conditions, and Purchase Order shall in all respect govern and control.
6. **This engagement shall be null and void, and of no force and effect unless signed by the Artist or their duly authorized representatives and UMass Dartmouth has issued a Purchase Order prior to the event date.** Artist Initial: _____

Payment Information/Vendor Information:

1. The University of Massachusetts Dartmouth agrees to provide payment for said performances within thirty (30) days after the performance was provided, **if and only if a signed copy of this contract is delivered to Purchasing Services RM 213, Foster Administration Building, 285 Old Westport Rd., North Dartmouth Massachusetts 02747, no later than fifteen (14) days prior to said performance.**
2. **NO DEPOSITS** or advance payments shall be made prior to the performance.
3. Massachusetts tax reporting and withholding regulations require the University to withhold 5.25% (the individual income tax rate) on payments to a performer or a performing entity when total payments made to a single social security number or federal identification number exceed \$5000 for performances during one calendar year. The University of Massachusetts Dartmouth will issue a Form 1099-MISC or Form 1042-S reflecting the tax withholding to the performer or performing entity. More information about these regulations can be obtained through the Massachusetts Department of Revenue (www.mass.gov/dor).

University of Massachusetts Dartmouth

Department:
 Print Name:
 Title:
 Date:

Artist: _____

Signature _____ Date: _____
 Print Name: _____
 Address: _____
 City State Zip: _____ Telephone: _____
 Email Address: _____