

**CSU-PUEBLO
PERFORMANCE EVENT CONTRACT**

UNIVERSITY (“CSU Pueblo”): THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY-PUEBLO, FOR THE BENEFIT OF

Student Organization or Department:

LOCATED AT:
2200 BONFORTE BOULEVARD
PUEBLO, CO 81001

Contact name:

Telephone, Fax, and Email:

T: F:

Email:

CSU-PUEBLO FUND ACCT NO.

PERFORMANCE

PERFORMER NAME:

PLACE:

DATE(S): to

SET UP TIME:

TIME OF ENGAGEMENT: to

TYPE OF ENGAGEMENT:

SCOPE OF WORK:

PERFORMER:

Legal name of Performer/agent:

Type of Business:

Federal Tax ID or State Tax ID:

Address:

City, State, Zip Code:

Contact Name:

Telephone, Fax, and Email:

T: F:

Email:

TERMS

1. Payment for all services under this contract shall be a fixed sum, payable upon invoice after satisfactory completion of the Performance.

2. Check to be made payable to: _____ for the amount of \$ _____ ;
(W-9 must be submitted with Contract).

3. Payment is conditioned upon timely and complete performance as stated above. In any event that the performance of any covenant(s) of this Contract is prevented by an act of God, physical disability, act or regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, war, epidemic, interruption of transportation, or any other proven beyond their control, the Performer and CSU Pueblo shall respectively be relieved of their obligations stated in this Contract, but shall use best efforts to reschedule the Performance for no additional charge to CSU Pueblo.

4. The Performer is not subject to CSU Pueblo’s control as to the content or means and methods of the Performance. CSU Pueblo reserves the right to terminate or cancel a performance that is determined, in CSU Pueblo’s sole discretion, to create an unacceptable risk to CSU Pueblo, persons, property, or malfeasance by Performer.

5. **Insurance.** The Performer shall furnish a Certificate of Insurance attesting that it has obtained, and shall maintain at all times during the term of this Contract, Workers’ Compensation Insurance for Performer’s employees as required by state statute; Commercial General Liability Insurance covering the Performance, including fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits of \$1,000,000 each occurrence, \$1,000,000 general aggregate. The Board of Governors of the Colorado State University System, acting by and through Colorado State University Pueblo, a division of the State of Colorado, shall be named as additional insured on all liability policies as respects the Performance. Performer’s coverage will be primarily over any insurance or self-insurance program carried by the University. Performer must provide forty-five (45) days’ advance written notice of cancellation or non-renewal by certified mail. No later than fifteen (15) days prior to the expiration date of any such coverage, the Performer shall deliver the State Certificates of Insurance evidencing renewals thereof. At any time during the term of this contract, the University may request in writing, and the Performer shall

CSU-PUEBLO PERFORMANCE EVENT CONTRACT

thereupon within ten (10) days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.

6. Default. A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition or covenant contained in this Contract and such failure continues for three (3) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default by Performer for failing to appear, notice is waived. The non-defaulting party may terminate this Contract as of the date specified in the notice, and may seek such other further relief as may be provided by law. In the event of Performer's default, any funds paid in advance of the performance shall be immediately repaid to CSU in full.

7. Notices. All notices required to be given under this Contract shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if receipt is confirmed, to the designated representatives of the parties as shown hereinabove. A party may change its designated representative or address at any time by written notice in the same manner for any other notice. A copy of every notice sent to CSU Pueblo shall be sent to: OFFICE OF THE GENERAL COUNSEL, 2200 BONFORTE BOULEVARD, PUEBLO, CO 81001; tel: (719) 549-2130.

8. Non-Assignment. Performer shall not assign or subcontract any of its obligations under this Contract without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Performer's assignment in violation of this section.

9. Binding Effect. This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties. In the event this Contract is executed by Performer's Agent, such Agent swears and affirms that is has authority to act on behalf of Performer and acknowledges that University is relying on its representations to that affect.

10. Entire Agreement. This Contract constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract. No amendment to this Contract shall be valid unless it is made in writing, signed by the authorized representatives of the parties.

11. Exhibits. If applicable, the following Exhibits are attached hereto and incorporated by reference:

GENERAL TERMS AND CONDITIONS

1. FUND AVAILABILITY; C.R.S. § 24-30-202(5.5). Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

2. GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671 et seq., as applicable now or hereafter amended.

3. INDEPENDENT CONTRACTOR; 4 CCR 801-1. Performer shall perform its duties hereunder as an independent contractor and not as an employee. Neither Performer nor any agent or employee of Performer shall be deemed to be an agent or employee of the University. Performer and its employees and agents are not entitled to unemployment insurance benefits through the University and the University shall not pay for or otherwise provide such coverage for Performer or any of its agents or employees. Unemployment insurance benefits will be available to Performer and its employees and agents only if such coverage is made available by Performer or a third party. Performer shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Performer shall not have authorization, express or implied, to bind the University to any agreement, liability or understanding, except as expressly set forth herein. Performer shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the University, and (c) be solely responsible for its acts and those of its employees and agent.

4. COMPLIANCE WITH LAW. Performer shall strictly comply with all applicable federal and State laws, rules and regulations in effect or hereafter established, including, without limitation, those laws applicable to discrimination and unfair employment practices.

5. CHOICE OF LAW. The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other General Term and Condition in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision

**CSU-PUEBLO
PERFORMANCE EVENT CONTRACT**

rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

6. SOFTWARE PIRACY PROHIBITION; GOVERNOR'S EXECUTIVE ORDER D 002 00. University or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Performer hereby certifies and warrants that, during the term of this contract and any extensions, Performer has and shall maintain in place, appropriate systems and controls to prevent such improper use of public funds. If the University determines that Performer is in violation of this provision, the University may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

7. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. C.R.S. §§ 24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or property described in this Contract. Performer has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Performer's services and Performer shall not employ any person having such known interests.

8. VENDOR OFFSET. C.R.S. §§ 24-30-202(1) AND 24-30-202.4 [*Not applicable to intergovernmental agreements*]. Subject to the limitations of C.R.S. § 24-30-202.4(3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. § 39-21-101, et. seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

9. PUBLIC CONTRACTS FOR SERVICES. C.R.S. § 8-17.5-101 [*Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*]. Performer certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. § 8-17.5-102(5)(c), Performer shall not knowingly employ or contract with an illegal alien to perform work under this Contract, or enter into a contract with a subcontractor that fails to certify to Performer that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Performer (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three (3) days if Performer has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with an illegal alien within three (3) days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Performer participates in the Department program, Contractor shall deliver to the contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that Performer has examined the legal work status of such employee, and comply with all the other requirements of the Department program. If Performer fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Performer shall be liable for damages.

10. PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. § 24-76.5-101. Performer, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty or perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. § 24-76.5-101 et. seq., and (c) has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.

*Persons signing for Performer/Agent hereby swear and affirm that they are authorized to act on Performer's behalf and acknowledge that the University is relying on their representations to that effect and they accept personal responsibility for any and all damages the University may incur for any errors in such representation.

**CSU-PUEBLO
PERFORMANCE EVENT CONTRACT**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

PERFORMER/AGENT

By:
Title:
Signature: _____
Date: _____

**STATE OF COLORADO
*John W. Hickenlooper, GOVERNOR***

The Board of Governors of the Colorado
State University System, acting by and
through Colorado State University Pueblo,
Dr. Timothy Mottet, PRESIDENT

By: _____
Name:
Title:
Date: _____

**STATE OF COLORADO
Cynthia Coffman, Attorney General**

By: _____
Name: Johnna Doyle
Title: Deputy General Counsel, Special
Assistant Attorney General
Date: _____

**ALL CONTRACTS REQUIRE
APPROVAL BY THE COLORADO
STATE UNIVERSITY PUEBLO
CONTROLLER**

C.R.S. § 24-30-202 and University policy require the Colorado State University Pueblo Controller to approve all Contracts. This Contract is not valid until signed and dated below by the Controller or delegate. Performer is not authorized to begin performance until such time. If Performer begins performing prior thereto, the University is not obligated to pay Performer for such performance or for any goods and/or services provided hereunder.

**COLORADO STATE UNIVERSITY
PUEBLO CONTROLLER
Robert Gonzales**

Signature: _____
Date: _____