

UNIVERSITY of
NORTHERN COLORADO



PERFORMANCE EVENT CONTRACT

This PERFORMANCE EVENT CONTRACT ("Contract") is between the STATE OF COLORADO acting by and on behalf of the Board of Trustees of the University of Northern Colorado, 501 20th Street, Greeley, Colorado 80639 ("UNC") and _____, a _____ corporation, _____ ("Performer"), as follows:

In consideration of the mutual promises contained herein, the Parties hereby agree that Performer shall timely and competently perform the Event, as described in Section I, below.

I. EVENT

Description of Event: _____

Address/Location of Event: _____

Date and Time of Event: _____, 201____, From _____ to _____

Time of Set Up and/or Sound Check: _____

Interpreter Yes No

Travel accommodations to be arranged by: Performer UNC

Hotel accommodations to be arranged by: Performer UNC

Performer will contact UNC as to Performer's expected arrival time in Greeley no later than _____. Upon arrival in Greeley, Performer will notify UNC's representative as stated in Section V, below.

Technical or setup arrangements (including sound system, lights, staging) to be provided by:

Performer UNC See Performer's Rider(s) (Attached as Exhibit A)

Performer is not subject to UNC's control as to the means and methods of accomplishing the work to be performed hereunder, but UNC may specify the results to be accomplished including any specifications, standards, or requirements such as sound level, lights, staging.

Performer shall permit the news media and UNC photographers to take photographs of the Event for news, review and record keeping purposes.

Promotional materials, if any, for the purposes of advertising the Event shall be sent to the Parties' respective representatives no later than ____ days prior to the Date of Event.

UNC reserves the right to set its own comp ticket policy with respect to the Event.

II. PAYMENT TERMS

PURSUANT TO COLORADO FISCAL RULES, UNC DOES NOT PAY DEPOSITS.

Payment for all services under this Contract shall not exceed \$_____ payable to: Performer
or: Performer's designee, _____ (include address of Performer's
designee if payment is to be made to designee) upon satisfactory completion of the Event.

UNC and Performer shall use their best efforts to ensure that Event is presented as scheduled. Should this Contract be canceled by Performer 30 days or less prior to the date of Event, Performer shall reimburse UNC for actual production, advertising, promotion and labor costs associated with Event incurred by UNC up to and including the date of cancellation.

III. INSURANCE

Performer shall obtain and maintain, at all times during the term of this Contract, insurance in the following kinds and amounts:

1. Workers' Compensation Insurance and Employer's Liability Insurance covering all of Performer's employees acting within the course and scope of their employment as required of employers under applicable Colorado law.

2. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- 1) \$1,000,000 each occurrence;
- 2) \$2,000,000 general aggregate;
- 3) \$2,000,000 products and completed operations aggregate;
- 4) \$50,000 any one fire; and
- 5) Per Project General Aggregate Limit.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Performer shall immediately obtain additional insurance to restore the full aggregate limit and furnish to UNC's Director of Purchasing & Contracts a certificate or other document satisfactory to UNC showing compliance with this provision.

3. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

4. Professional liability insurance with minimum limits of liability of not less than \$1,000,000 or submit a copy of a satisfactory blanket employee fidelity bond in the minimum amount of \$1,000,000.

5. UNC shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies. Such coverage will be primary over any insurance or self-insurance program carried by the State of Colorado.

6. Insurance shall include provisions prohibiting cancellation or non-renewal without at least 30 days' prior notice to UNC by certified mail.

7. All insurance policies required by Performer under this Contract must include clauses stating that each insurer will waive all rights of recovery, under subrogation or otherwise, against UNC, the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers. Performer agrees to provide a waiver of subrogation on its Workers' Compensation Policy in favor of UNC.

8. All policies evidencing the insurance coverages required hereunder shall be issued by insurers satisfactory to UNC.

9. Performer shall provide to UNC certificates of insurance evidencing the coverages required by this Contract no later than seven (7) business days prior to the Date of Event. No later than 15 days prior to the expiration date of any such insurance coverage, Performer shall deliver to UNC certificates of insurance evidencing renewals thereof. At any time during the term of this Contract, UNC may request in writing, and Performer shall thereupon within ten (10) days provide to UNC, evidence satisfactory to UNC of compliance with the provisions of this Section III.

10. UNC shall not be responsible for providing any insurance coverage for Performer. UNC will in no way be liable for any claims for damages or liabilities which may arise or result from Performer's acts or omissions related to the subject matter of this Contract.

IV. GENERAL TERMS AND CONDITIONS

1. If any conflicts or inconsistencies exist between or among this Contract, the Performer's Rider (if any) or any other exhibits or attachments to this Contract, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: (a) the Colorado Special Provisions (Section VI, below); (b) this Contract; (c) Performer's Rider, if any; and (d) any other exhibits or attachments to this Contract.
2. If Event is prevented by an act of God, physical disability of Performer, act or regulation by public authorities, war, epidemic, or any other act beyond the control of either party, the Performer and UNC shall be relieved of any further obligations under this Contract, provided however that any payments made by UNC to Performer shall be promptly repaid by Performer to UNC.
3. This Contract is subject to such modifications as may be required by changes in federal or state law, or their implementing regulations. Any such required modification shall be automatically incorporated into and made a part of this Contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Contract shall be effective unless agreed to in a writing properly approved and executed by both UNC and Performer.
4. Should any term or provision of this Contract be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Contract, which shall continue in full force and effect.
5. UNC is tax exempt. Any and all sales tax, amusement tax or other tax imposed by any governmental entity as a result of the Event shall be the responsibility of and paid by Performer in the amount and by the date required by applicable law(s).
6. UNC requires parking permits for all visiting vehicles. It is Performer's responsibility to purchase parking decals from University's Department of Parking Services, <http://www.unco.edu/parking>
7. UNC and its facilities are non-smoking.
8. This Contract shall be governed by the laws of the State of Colorado.

V. NOTICE

Any notices to be given under this Contract shall be effected by either (1) personal delivery in writing, (2) by facsimile, (3) by registered or certified mail, postage prepaid, return receipt requested, or (4) electronic mail, delivery receipt and read receipt required. Facsimile or mailed notices shall be addressed to the facsimile numbers or addresses, respectively, in Section V of this Contract. Each party may change its representative and/or contact information by written notice in accordance with this paragraph. Notices delivered personally shall be deemed received as of date of actual receipt. Facsimile and/or electronic mail notices are deemed received as of the date transmitted and registered or certified mailed notices shall be deemed received as of three (3) days after mailing.

UNC REPRESENTATIVE:	PERFORMER REPRESENTATIVE:
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
ADDRESS: CAMPUS BOX _____	ADDRESS: _____
GREELEY, CO 80639	CITY, STATE, ZIP _____
PHONE: 970-351- _____	PHONE _____:
FAX: 970-351- _____	FAX: _____
EMAIL: _____	EMAIL: _____

VI. COLORADO SPECIAL PROVISIONS

The Colorado Special Provisions as follows are incorporated herein by reference. For the purposes of the Colorado Special Provisions, "Performer(s)" shall be referred to as "Contractor" and "UNC" shall be referred to as "State."

These Special Provisions apply to all contracts except where noted in *italics*.

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. 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, CRS §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.
- 4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor 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 State, and **(c)** be solely responsible for its acts and those of its employees and agents.
- 5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** Colorado law, 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 Special Provision 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 rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State 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. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State 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.
- 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §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 CRS §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.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §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] Contractor 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 CRS §8-17.5-102(5)(c), Contractor 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 Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(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 days if Contractor 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 the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor 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 Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §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, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of 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 CRS §24-76.5-101, *et seq.*, and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract. *Revised 1-1-09*

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

The persons signing on behalf of Performer hereby swear and affirm that they are authorized to act on Performer's behalf and acknowledge that UNC is relying on their representatives to that effect and accept personal responsibility for any and all damaged UNC may incur for any errors in such representation.

CONTRACTOR: _____
A _____ corporation

STATE OF COLORADO:
John W. Hickenlooper, Governor

By: _____
Print Name of Authorized Officer Date
Title

Acting by and on behalf of the Board of Trustees of
The University of Northern Colorado

By: _____ Date
Michelle F. Quinn, CFO and Sr. Vice President
Finance and Administration

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. Performer is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

State Controller: David J. McDermott, CPA

By: _____
Paul Squillace, State Controller Designee Date