

- B. Neither the ARTIST nor UTSA will be liable for failure to appear, present, or perform, if such failure is caused by or due to the disability or illness or accident of ARTIST, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of public transportation service, acts of God, or any cause beyond the reasonable control of either party. It is also agreed that both parties are to make their “best efforts” in order to present the Performance as scheduled.
- C. ARTIST will NOT arrive at the Performance site noticeably under the influence of intoxicating beverage, narcotics, or illegal drugs. ARTIST is ready, willing, and able to perform the Services/Performance.
- D. The ARTIST or his/her Road Manager will call UTSA department representative _____
Office Phone: _____, Home Phone: _____, or Cell Phone: _____ between the hours of ____ a.m. and ____ p.m. preceding the Performance, starting time of arrival, place of lodging, mode of transportation, and name under which lodging will be registered. Within forty-eight (48) hours of the Performance, the ARTIST or his/her representative will provide UTSA with information regarding time of arrival, if available. A good quality performance is predicated on excellent communication between ARTIST / PROMOTER and UTSA.
- E. If a rehearsal or sound check is required, the ARTIST must be at the Performance site no later than four (4) hours before scheduled Performance. If no rehearsal or sound check is necessary, the ARTIST may be present sixty (60) minutes prior to the Performance. All rehearsals and sound checks must be completed at least sixty (60) minutes prior to Performance.
- F. Transportation and housing arrangements will be made by the ARTIST unless UTSA agrees, in writing, to take care of such prior to the Performance. UTSA will not be responsible for transporting any persons or equipment unless specified in this Agreement beforehand. At the request of ARTIST or his/her manager, UTSA will make rental arrangements for the ARTIST at ARTIST’S expense.
- G. No deposits or advance payments will be made prior to the conclusion of the Performance. Payment will be made by UTSA check as per provisions in Item No. 9.
- H. UTSA is not responsible for any equipment or service not specifically stated in this Agreement.
- I. The sale of ARTIST’S musical or video recordings, photographs, or souvenirs, preceding, during or following the Performance(s) by the ARTIST is strictly forbidden unless agreed to, in writing.
- J. Subject to ARTIST’S approval and availability, ARTIST agrees to allow full coverage of the speeches/performances by the news media, including television and radio as prescribed by the Board of Regents (the “**Board**”) of The University of Texas System Rules and Regulations (See Section R below). Any recording will be done for the purpose of public information and/or historical record and not for commercial use. This should not interfere with ARTIST’S Performance. Should any portion of Performance be broadcast by UTSA, UTSA is obligated to obtain all third party securities and licenses at UTSA’s cost.
- K. PROMOTER is authorized by the ARTIST to execute this Agreement for the ARTIST for his/her engagement at the time and place specified in this Agreement.
- L. The representative(s) of UTSA in signing this Agreement warrants that he/she signs as a properly authorized representative(s) and does not assume any personal liability for meeting the terms of this Agreement.
- M. In the event of any conflict, inconsistency, or incongruity between the provisions of any attached Rider or Addendum, the provisions of this executed Agreement will govern and control.
- N. It is understood that no provision of this Agreement will be in violation of state, federal, local laws, or the regulations governing The University of Texas System.
- O. **Indemnity.** PROMOTER will indemnify and hold harmless UTSA and its officers, agents, and employees for all claims, causes of action, and judgments for the death or injury of any person and the damage to property that arise, directly or indirectly, from the intentional or negligent act or omission of ARTIST, PROMOTER, or the officers, agents, employees, or guests of ARTIST or PROMOTER during the use or occupancy of UTSA’s premises for the Performance and purposes related to the Performance.
- P. **Representations and Warranties by PROMOTER.** If PROMOTER is a corporation or a limited liability company, PROMOTER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of PROMOTER has been duly authorized to act for and bind PROMOTER.
- Q. **Franchise Tax Certification.** A corporate or limited liability company PROMOTER certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 (“**Chapter 171**”) of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

- R. ARTIST / PROMOTER** will conduct all its operations on UTSA'S premises in conformity with all applicable federal and state laws, rules and regulations, local ordinances, and UTSA Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. For purposes of this Agreement, "UTSA Rules" means (i) the Rules and Regulations of the Board (found at <http://www.utsystem.edu/board-of-regents/rules> and referred to herein as the ("Regents' Rules"); (ii) the policies of The University of Texas System (found at <https://www.utsystem.edu/sites/policy-library>); (iii) the institutional rules and regulations and policies of UTSA (which may be found at www.utsa.edu/policies.html); (iv) UTSA's Standards of Conduct Guide, which is located at <http://www.utsa.edu/acrs/>; and (v) the UTSA's parking rules and regulations (which may be found at [at http://www.utsa.edu/campuservices/parking/Regs/index.html](http://www.utsa.edu/campuservices/parking/Regs/index.html)); and (vi) Child Protection Training, which may be found at http://www.utsa.edu/acrs/Training/sb1414_training.html. PROMOTER represents, warrants and agrees that it will conduct all of its activities on UTSA's premises in a manner that (i) does not disturb or interfere with UTSA's academic programs or administrative activities or any program or activity that is conducted by or is authorized by UTSA or the U.T. System; (ii) does not interfere with entry to or exit from a building, structure, or facility; (iii) does not interfere with the flow of pedestrians or vehicular traffic on sidewalks or streets or at places of ingress and egress to and from UTSA property, buildings, or facilities; and (iv) does not harass, or intimidate any person or persons.
- S. Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROMOTER agrees that any payments owing to PROMOTER under this Agreement may be applied directly toward any debt or delinquency that PROMOTER owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- T. Texas Family Code Child Support Certification.** Pursuant to Section 231.006, Texas Family Code, PROMOTER certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- U. Criminal Background Check.** ARTIST OR PROMOTER will submit to a Criminal Background Check as requested by UTSA, which may include verification of ARTIST'S or PROMOTER's address(es) and social security number. PROMOTER or ARTIST will provide information and complete documents as requested by UTSA for the purpose of a Criminal Background Check. ARTIST'S or PROMOTER's failure to timely submit the requested information or documents may result in UTSA'S termination of the Agreement without further notice to PROMOTER or ARTIST or liability to UTSA. UTSA will bear the expense of the Criminal Background Check.
- V. Texas Child Protection Training:** Child Protection Training is required for anyone having contact with a minor as part of a camp, program or other similar activity under the following: 1) camp or program with minors that lasts six (6) hours or more on any given day; 2) camp or program with minors that continues for multiple days no matter what the duration is per day; and/ or 3) camp or program that requires an overnight stay. ARTIST'S or PROMOTER's will complete the Child Protection Training in accordance with Section 51.976 *Texas Education Code* in performing his/her duties and obligations under this Agreement.
- W. Entire Agreement; Modifications.** The executed Agreement supersedes all prior agreements, written or oral, between PROMOTER and UTSA and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by UTSA and PROMOTER.
- X. Payments by Electronic Funds Transfer.** Section 51.012, *Texas Education Code*, authorizes UTSA to make any payment through electronic funds transfer methods. ARTIST OR PROMOTER agrees to receive payments from UTSA through electronic funds transfer methods, including the automated clearing house system (also known as **ACH**). Prior to the first payment under the Agreement, UTSA will confirm ARTIST OR PROMOTER'S banking information. Any changes to ARTIST OR PROMOTER'S banking information must be communicated to UTSA in writing at least thirty (30) days in advance of the effective date of the change.
- Y. Breach of Contract Claims.** To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by UTSA and ARTIST OR PROMOTER to attempt to resolve any claim for breach of contract made by ARTIST OR PROMOTER that cannot be resolved in the ordinary course of business. The chief business officer of UTSA will examine ARTIST OR PROMOTER's claim and any counterclaim and negotiate with ARTIST OR PROMOTER in an effort to resolve the claims. The parties specifically agree (i) neither execution of this Agreement by UTSA nor any other conduct, action or inaction of any representative of UTSA relating to this Agreement constitutes or is intended to constitute a waiver of UTSA's or the state's sovereign immunity to suit; and (ii) UTSA has not waived its right to seek redress in the courts.
- Z. ADDITIONAL STATUTORY REQUIREMENTS FOR BUSINESS ENTITIES. THIS SECTION "Z" APPLIES ONLY TO FOR-PROFIT BUSINESS ENTITIES (NOT TO INDIVIDUALS AND NOT TO NON-PROFIT ORGANIZATIONS).**
- Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, ARTIST OR PROMOTER certifies ARTIST OR PROMOTER is not engaged in business with Iran, Sudan, or a foreign terrorist organization. ARTIST OR PROMOTER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, Texas Government Code, ARTIST OR PROMOTER certifies ARTIST OR PROMOTER (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. ARTIST OR PROMOTER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Contractor Certification Regarding COVID-19 Vaccination. Pursuant to Section 161.0085, Texas Health and Safety Code (enacted by SB 968, 87th Texas Legislature, Regular Session (2021)), Contractor certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Contractor's business. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

THE FOREGOING TERMS ARE AGREED TO AND ACCEPTED BY:

ARTIST OR PROMOTER:

Signature

Date

Print Full Name / Title (if not in individual capacity)

For Artist or Promoter who signs this Agreement as individual, initial below.

By initialing here , I represent that I am a citizen or a U.S. Lawful Permanent Resident of the United States.

Artist or Promoter may be subject to IRS tax reporting

DEPARTMENT AUTHORIZATION / FUNDING SOURCE

Payments to be made from:

Cost Center / Project ID

Artist or Promoter Vendor ID (Optional - For Payment Efficiency Only)
[DO NOT USE SSN]

Department Budget Authority Approver:

Print Name and Title

Signature

Date

UTSA

Signature

Date

Name

Title

For Requesting Department Use Only

In lieu of an invoice by the ARTIST OR PROMOTER, this department confirms that the Services or Performance as described above (as a participant) have been delivered and completed to the satisfaction of the department. (Original receipts are required for reimbursement)

Signature of Preparer (person preparing form)

Date

Print Name of Preparer

Preparer's Ext.