

The KSU Artistic Performance Agreement should be used for artistic performances only. It is a fixed, short-term agreement with an individual or entity.

1. Complete the Artistic Performance Agreement Routing Form. An incomplete or incorrect routing form will delay payments to performers, as follow-up will be required with the department contact person. Attach any documentation that support your answers, as indicated.
2. Using OwlPay/ePro, determine if the performer is already in the system or whether a [Supplier Authorization/Registration](#) or [Form 8BEN](#) (for foreign nationals) should be completed.
3. Complete the Artistic Performance Agreement. Please note the following:
 - If the cost of the artistic performance is \$25,000.00 or greater, please include a justification statement that this is the choice of the Student Body for this particular artist and how this artist was selected, i.e. a survey or voting. Please include the survey or voting results as part of the justification.
 - The performer's name is the legal name of the vendor. This is the name on the vendor's Social Security Identification or Federal Employer Identification. This name must match the name on the [Supplier Authorization/Registration](#) or [Form 8BEN](#) (if foreign national) submitted by the vendor.
 - KSU's International Tax Specialist must review agreements for foreign nationals. For tax purposes, if the Lecturer is a foreign national, the location (inside or outside the US) in which the lecturer will be lecturing in must be specified on the routing form. For online lectures, this will be the physical location from which the lecturer is transmitting. The International Tax Specialist can be reached at internationaltax@kennesaw.edu. Agreements with foreign nationals are not valid without approval from the International Tax Specialist.
 - Contact Information: The KSU contact is the individual hosting or arranging the performance.
 - Performer's Representative: This is only used if the performer has an agent or broker, (if not then indicate N/A).
 - Indicate the **amount of compensation** in the Agreement (this is the compensation amount for services, and does not include any expenses). Any additional expenses related to hiring the performer such as travel, food, lodging or ground transportation (if agreed upon) must be outlined separately in a KSU Travel Expense Rider, which will be attached and become a part of the agreement. *Please note: if expenses are being reimbursed, receipts must be included when submitting payment request.*
 - **No additional expenses should be compensated outside of the expenses specified on the KSU Travel Expense Rider.**
 - **If the performer's accommodations will be paid directly to the hotel, please note this on the Artistic Performance Agreement and advise the hotel.** This will expedite payment of the bills. If the bill does not reference a KSU department contact, then the Office of Fiscal Services will not be able to determine who is responsible for authorizing payment.
 - If any changes are made to the Artistic Performance Agreement, or Terms and Conditions, or if you are attaching any riders (other than the KSU Travel Expense Rider), submit all documents for review and approval through the [KSU Contract Management System](#) prior to signing.
 - Signature Authority – Ensure the appropriate [KSU signature authority](#) is signing the Artistic Performance Agreement.
 - Submit the fully signed contract to the Contracts Office.
 - If changes were made to the pre-approved template as described above and the modified agreement was reviewed and approved through Contract Compliance, upload a copy of the fully signed agreement through the signatures tab of the existing contract record in the [KSU Contract Management System](#).
 - If no changes were made to the agreement, submit it as a pre-approved template through the [KSU Contract Management System](#).
4. Notifications needed in addition to the mandatory approvals on the Routing Form:
 - For agreements of \$25,000 or greater, the University Procurement Officer must also sign the Agreement, after the Routing Form is complete, including any mandatory approvals, and the performer has signed the Performance Agreement (plus [Supplier Authorization/Registration](#) or [Form W-8BEN](#), if necessary).
5. Reminders:
 - When using a meeting room on campus, other than a regularly scheduled classroom, use the [Event Management System](#) to reserve your room. Forward a copy of the Agreement to University Events at events@kennesaw.edu or MD #9102.
 - If Catering is needed, forward a copy of the Agreement to University Dining at ksucatering@kennesaw.edu or MD #4000.
 - Be sure that the Agreement copies reach the above departments in plenty of time to adequately plan and provide for the event.
6. Create an OwlPay or ePro payment request and attach the completed Agreement, Routing Form, and supporting documentation.

Please note: the contracting process (including, if applicable, review of any modifications and approval by Contract Compliance), and the full execution of the agreement and submittal of the executed copy to Contract Compliance, must take place well in advance of the date of the event.



KSU Artistic Performance Agreement

Routing Form

For Internal Use Only

Name of Performer: _____ KSU Contact: _____

Title of Performance: _____ KSU Contact Email: _____

Date Performance Begins: _____ Ends: _____

Is the Artistic Performer...? (Select Yes or No)

An active vendor in the OwlPay/ePro System?

☐ Yes

☐ No

If no, performer must submit a signed Supplier Authorization/Registration Form or [W-8BEN](#) (if foreign national) to Fiscal Services.

A current employee of the University System of Georgia?

☐ Yes

☐ No

If yes, a [Dual Appointment Agreement](#) (employment staffing agreement between Institutions) must be completed, not a Performance Agreement)

A retired University System of Georgia Employee?

☐ Yes

☐ No

If yes, attach a copy of the BOR approval

A former KSU Employee?

☐ Yes

☐ No

(Last date of employment _____)

If employed within the past 12 months, payment will need to be processed through Payroll

A Foreign National?

☐ Yes

☐ No

If yes, Agreement must be reviewed by KSU's International Tax Specialist. The International Tax Specialist can be reached at internationaltax@kennesaw.edu. Agreements with foreign nationals are not valid without approval from the International Tax Specialist.

For tax purposes, if you answered Yes to the Foreign National question, you must select the physical location that

the Lecturer will be lecturing in or transmitting the lecture from:

☐ Inside the US borders

☐ Outside the US borders

Will Audio/Visual Technical Equipment be needed?

☐ Yes

☐ No

If yes, complete the online submission form at <http://uits.kennesaw.edu/support/avservices/event.php> and forward a copy of the Agreement to UITS at eventav@kennesaw.edu.

Department approval, and International Tax Specialist approval (if foreign national), are mandatory for all contracts before the Agreement can be submitted to the vendor for signature. Human Resources approval is mandatory for individuals only.

Department Approval

REQUIRED AUTHORIZATIONS	SIGNATURE	NAME PRINTED	DATE
KSU Contact			
Business/Fiscal Approver			
Department Head			

Administrative Approval

UITS (If A/V or recording needed)			
Human Resources (Individuals only - confirm no need to be paid through Payroll)			
International Tax Specialist (If foreign national)			
University Procurement Officer or Designee (\$25,000 or higher)			



This Agreement is between _____ ("Performer") a performer and/or their Representative, and **Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University ("KSU")** for the performance described below:

Description of Performance:

Name of Performer: _____

Title of Performance: _____

Description of Performance: _____

Performance Location:

- ☐ Kennesaw State University 1000 Chastain Road, Kennesaw, GA 30144 Building #: _____ Room #: _____
- ☐ Kennesaw State University 1100 South Marietta Pkwy, Marietta, GA 30060 Building #: _____ Room #: _____
- ☐ Other (enter location/address): _____

Schedule:

Date(s):

Starting Time:

Ending Time:

Set up time: _____ Sound check time: _____ Doors open at what time: _____

Contact Information:

Performer Name: _____

Representative Name: _____

Performer Address: _____

Representative Address: _____

Performer City, State, Zip Code: _____

Representative City, State, Zip Code: _____

Performer Email: _____

Representative Email: _____

Performer Phone: _____

Representative Phone: _____

KSU Contact Name: _____

KSU Contact Department: _____

KSU Contact MD#: _____

KSU Contact Email: _____

KSU Contact Phone: _____

Fees and Payment Schedule:

Total Amount of Compensation: \$ _____. Performer is responsible for all expenses, unless the KSU Travel Expense Rider is attached.

Payment Schedule (anticipated payment date(s)): _____

Compensation shall be payable to: _____

Riders or Attachments Included?

☐

Yes

☐

No

If yes, list all Riders or Attachments below

KSU's Performance Agreement Terms and Conditions are incorporated herein. In addition, the following riders (if applicable) are attached and incorporated herein:

The parties agree that these terms and conditions prevail over the terms of any other document relating to and a part of this agreement.

1. **PAYMENT AND COMPENSATION:** KSU will pay Performer's fee as indicated in the Fees and Payment Schedule of this agreement. Payment of the fee cannot be made until Performer completes the Supplier Authorization/Registration Form or Form W-8BEN.
2. **CANCELLATION:** KSU reserves the right to cancel this Agreement without obligation upon notice to Performer thirty (30) days in advance of the performance date. In the event of KSU's cancellation, the deposit payment (if any) shall be returned promptly.
3. **CANCELLATION FOR FORCE MAJEURE.** In the event that fire, wind storm, casualty, war, pandemic, epidemic, national or state emergency, acts or regulations of public authorities, riots, strikes, civil tumult, interruption or delay of transportation service, or any other unforeseen circumstance beyond the control of KSU (a "Force Majeure Event") makes it impossible or impractical for the KSU to perform its obligations hereunder, or if the intended uses or events permitted hereunder shall otherwise be made impossible by a Force Majeure Event, then this contract shall stand canceled, and KSU shall not be liable to Artist for any damages or penalties as a result of such cancellation. KSU shall provide written notice of such cancellation to Artist. In accordance with the remainder of the Agreement, Artist shall refund any deposits paid by KSU, as well as any payments made for work not performed, within thirty (30) days of its receipt of KSU's written notice.
4. **SICKNESS AND ACCIDENTS:** Performer's agreement to perform its obligations is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment (if any) advanced to the Performer shall be returned promptly.
5. **PROMOTION AND PRODUCTION:** KSU shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Performer agrees that KSU may use Performer's name, pictures, photographs, recordings, and other likenesses in connection with advertising and publicizing the engagement(s) hereunder.
6. **VIDEO AND AUDIO TAPING:** KSU shall have the right to record, broadcast or digitally stream in any manner whatsoever, any part of Performer's performance as well as to use and maintain a copy of the performance for internal, archival, or for any other educational purpose. Performer and/or his designees shall have the right to record the performance and to use the recordings as Performer sees fit.
7. **INDEPENDENT CONTRACTORS:** Performer acknowledges that it is an independent contractor and not an employee of KSU and shall be responsible for all taxes. KSU shall control the times and division of the Performer's performance and Performer shall control the manner, means, and details of such performance.
8. **ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING LAW, AND JURISDICTION:** This agreement cannot be assigned or transferred without the written consent of KSU. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of Georgia. In the event any dispute arising under this agreement results in litigation, such action or proceeding shall be brought within the state or federal courts of Georgia.
9. **MEDIATION:** Prior to the commencement of civil action by either party with respect to any disputes arising out of this Agreement, the parties may agree submit the matter for mediation. The parties will cooperate with each other in selecting a mediator and in scheduling the mediation proceedings. Venue for mediation shall be Cobb County, Georgia. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its cost..
10. **SEVERABILITY:** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement, which can be given effect without the invalid provisions, or application, and to this end, the provisions of this Agreement are declared to be severable.

By signing this document, the representative of the parties hereby represent they are duly authorized and that the parties agree to be bound by the provisions of this Agreement.

Performer or Representative:

Signature: _____

Date: _____

Name: _____

Title: _____

**Board of Regents of the University System of Georgia by and
on behalf of Kennesaw State University:**

Signature: _____

Date: _____

Name: _____

Title: _____