

Yale University Standard Guest Artist Contract

This Agreement is entered as of the ____ day of _____, 20__ by and between Yale University, a corporation organized and existing under and by virtue of a charter granted by the General Assembly of the Colony and State of Connecticut and located in New Haven, Connecticut (“Yale”) and _____ (“Artist”). In consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows with respect to Artist’s participation in _____ (name of Event) (the “Event”) on the Yale University Campus.

Details of the Event:

- a. Date/s: _____
- b. Time/s of Event/s: _____
- c. Length of Event/s: _____
- d. Fee: _____
 - i. Check Payable to: _____
- e. Date and Time of First Arrival on Campus: _____
- f. Primary Contact:
 - i. For University

Middle Agent Name and Contact Information (if applicable)

- ii. For Artist:

- g. Expenses (if applicable):
 - i. Lodging:
 - ii. Meals:
 - iii. Transportation:

1. **Payment.** Provided that the Yale representative (identified above) receives this signed Agreement at least two weeks prior to the Event, all payments owed by Yale to Artist will be made on Yale check *after* the Event. If this signed Agreement is received less than two weeks before the Event, monies owed will be sent by overnight mail no later than two weeks after the conclusion of the Event.
2. **Taxes.** Please see the attached rider regarding tax withholdings, which is fully incorporated herein and made a part of this Agreement.

3. **Dressing Room and Hospitality.** Yale will make reasonable, good faith efforts to provide the dressing room requirements and hospitality indicated in the Artist rider, if any. Artist further recognizes that Yale is prohibited by Yale policy to provide Artist with any alcoholic beverages or tobacco products or paraphernalia while on campus. Unless specified on the cover page, transportation, meals, and housing arrangements shall be the sole responsibility of Artist.
4. **Event Technical Requirements.** If Artist has requested in an addendum or rider attached to this Agreement that University provide sound equipment, stage equipment, lighting, or any other equipment for the Event, Yale will use its reasonable efforts to provide it. If Yale is unable to obtain the exact equipment, lighting or other equipment requested by Artist, Yale and Artist will work together to find suitable replacement equipment. Yale does not warrant that the equipment requested by Artist will be sufficient for Artist's specific needs. Yale shall not be responsible for equipment requests not specifically stated in an addendum or rider attached to this Agreement.
5. **Advertising.** Yale shall have complete control over advertising, billing, and promotion of the Event. Artist agrees to furnish, at its own expense, advertising and promotional materials to the extent that Artist has such materials available for distribution. Artist further hereby grants Yale the right to use Artist's name, recorded voice, biographical materials, pictures, and likeness for advertising, promotion, and publicity purposes in connection with the Event (collectively, "Artist Promotional Materials"). Artist represents and warrants that: (a) Artist has all rights and licenses necessary to grant to Yale the foregoing rights in the Artist Promotional Materials; and (b) none of the Artist Promotional Materials infringes any intellectual property, privacy or publicity rights of others or is otherwise unlawful.
6. **Sponsors.** Yale reserves the right to engage outside sponsors for this engagement. Artist may not engage outside sponsors for any portion of the Event without the prior written permission of Yale.
7. **Reproduction of Event.** Neither party may broadcast, photograph nor record any portion of the Event in any medium without the written consent of the other party; provided, however, that Yale shall be entitled to make an archival record of the Event in any medium. Yale shall use reasonable efforts to deny entrance to any persons carrying audio or video recording devices, but Yale does not guarantee that such recordings will not be made.
8. **Performance of Services.** Artist will render all services provided hereunder in a professional manner, subject to Yale's reasonable direction and control. Artist shall have creative control over the Event's production, presentation and artistic performance; provided, however, that Artist shall not engage in any violent or obscene behavior, nor shall Artist encourage or entice patrons to engage in violent, destructive, or riotous behavior. Yale retains the right to control all other aspects of the Event, including sound levels. [Note to Procurement: If Artist is creating any intellectual property for or on behalf of Yale in connection with the Event, please contact the Office of the General Counsel.]

9. **No Agency Relationship.** It is agreed that the Artist signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto.
10. **Compliance with Laws.** Artist agrees to comply with all federal, state, and local laws and regulations applicable to activities conducted pursuant to this Agreement. Yale will similarly comply with all applicable laws and labor regulations.
11. **Conduct of Personnel.** While at any Yale location, Artist and his/her agents shall comply with all reasonable requests, standard rules and regulations of Yale communicated to Artist regarding personal and professional conduct.
12. **Security.** Yale will provide reasonable security for the Artist and the Artist's equipment.
13. **Risks of Participation.** Artist understands that participation in the Event involves risks that Yale cannot eliminate, including, among others, risk of property damage, illness, bodily injury, permanent disability, and death. [list other risks specific to the Event, e.g., transportation involved, use of equipment, etc.]
14. **Assumption of Risk.** Artist voluntarily takes responsibility for all risks of participating in the Event.
15. **Release.** In exchange for participation in the Event, Artist releases Yale, its trustees, officers, employees, trainees, students, volunteers and agents (collectively, "Yale Releasees") from all legal and financial responsibility for any harm that Artist, or Artist's property, might suffer as a result of Artist's participation in the Event, even if the harm is caused by Yale's negligence.
16. **Use of Yale Name.** Artist may not, at any time prior to, during, or after the end of the Agreement, use any name, logo, insignia or trademark of Yale or any of its departments, schools or units for any purpose without the prior written consent of University. Except as expressly set forth in this Agreement, no license or other right to any intellectual property of Yale shall be granted hereunder by implication, estoppel or otherwise.
17. **Merchandise.** Artist may not sell merchandise on University's campus.
18. **Pyrotechnics.** Artist may not use any pyrotechnics, fireworks, or other similar special effects in the course of the Engagement.
19. **Force Majeure.** Neither party shall be liable to the other for any delay or default in performing hereunder if such delay or default is caused by conditions beyond such party's reasonable control including, but not limited to, Acts of God, wars, strikes and severe weather conditions.

20. **Insurance.** If Artist carries commercial general liability insurance, Yale University shall be listed as an additional insured and written evidence thereof shall be provided to Yale prior to the execution of this Agreement.
21. **Liability.** Yale shall not be liable for lost profits, work stoppage, or any other special, indirect, or consequential damages of any kind.
22. **Indemnification.** Artist shall indemnify, defend and hold the Yale Releasees harmless from (that is to say, Artist agrees to pay or reimburse the Yale Releasees for) any costs, penalties, legal fees or judgements (“Costs”) that any Yale Releasee has to pay related to Artist’s participation in the Event, even if the Costs resulted from such Yale Releasee’s negligence.
23. **Governing Law.** This Agreement is governed by and interpreted in accordance with the laws of the Connecticut, without regard to its conflicts of law principles. All disputes arising out of this Agreement hereunder shall be resolved in the applicable state or federal court in New Haven, Connecticut. The parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available. Under no circumstances will any disputes arising out of the interpretation or performance of this Agreement be subject to arbitration.
24. **No Assignment.** This Agreement cannot be assigned or transferred without the written consent of both parties.
25. **Exercise of Rights.** Artist agrees to exercise all rights under this Agreement reasonably.
26. **Amendment.** This Agreement may only be amended in writing, signed by each of the parties hereto and specifically referring to this Agreement.
27. **Execution of Agreement.** This Agreement may be executed in multiple counterparts. This Agreement will not be held unenforceable if signatures are exchanged electronically.
28. **Signature.** Artist agrees that Artist has read and understood this Agreement, and Artist is competent to sign it and does so voluntarily and without relying on anything Yale wrote or told Artist except what is written above.

IN WITNESS WHEREOF, the parties have caused the signature of their duly authorized representatives to be affixed hereto, as of the date specified below:

FOR ARTIST (Before you sign this Agreement, please read it carefully because it affects your legal rights. You understand that you are free not to sign this Agreement.)

Signature

Name (in print): _____

Title: _____

Date: _____

FOR UNIVERSITY (Office of Procurement Representative):

Signature

Name (in print): _____

Title: _____

Date: _____

Tax Rider

Taxes: State of Connecticut income tax, and U.S. Federal tax withholding for Nonresident Aliens

a. State of Connecticut Income tax

If the University contracts to pay a performer or performing entity more than \$1,000 for a performance or series of performances conducted in Connecticut, State of CT statutes mandate that a Designated Withholding Agent (University) is required to withhold CT income tax at the rate of 6.99% of the gross payments to the performer or performing entity (Artist). The State of CT defines a Performer/Performing Entity as “any corporation, partnership, limited partnership, or limited liability company that employs, engages, or is composed of one or more performers.”

Certain reductions or waivers of this tax withholding may be available.

To apply for a waiver of tax withholding, Artist must complete and return the Form CT-590 (Artists who are not eligible for waivers can apply for reduced withholding using Form CT-588) to either Yale University or the Connecticut Department of Revenue Services (“CT DRS”) as applicable (explained below). **Forms that are required to be sent directly to CT DRS must be submitted at least 14 days prior to the earlier of the date of the performance or the date of the payment.** Forms that are required to be sent directly to Yale University should be submitted upon the signing of this agreement. **It is the sole responsibility of the Artist to submit this paperwork for a waiver or reduction of CT Athlete/Entertainer withholding.**

Form CT-590: *Athlete/Entertainer Request for Waiver of Withholding*
<http://www.ct.gov/drs/lib/drs/forms/2015withholding/ct-590.pdf>

If Artist signs any part of section I, return form to **Designated Withholding Agent** (see 2 c) at the same time that this signed agreement is returned to the University.

If Artist signs any part of section II, return form **directly to the Connecticut Department of Revenue Services (CT DRS)** at the address provided on the form.

Form CT-588: *Athlete/Entertainer Request for Reduced Withholding*
<http://www.ct.gov/drs/lib/drs/forms/2015withholding/ct-588.pdf>

Use only if Artist does not qualify for a full waiver of withholding.
Return form directly to the Department of Revenue Services (DRS).

Form instructions:

<http://www.ct.gov/drs/lib/drs/publications/pubsp/2015/ps2015-5.pdf>

Additional information:

<http://policy.yale.edu/policy/3410-ct-income-tax-withholding-nonresident-athletes-and-entertainers>

<http://policy.yale.edu/procedure/3410-pr01-obtaining-exemption-or-reduced-rate-withholding-ct-ae-tax>

b. U.S. Federal tax withholding for Nonresident Aliens (NRA) for U.S. Tax Purposes

Per Internal Revenue Service (IRS) regulations, a 30% federal income tax withholding rate applies to the gross amount of U.S. source income paid to a NRA. The rate can be reduced or waived pursuant to a tax treaty between the U.S. and the country of the Artist's tax residency. Each treaty is unique and complex and may have dollar amount limits associated with the benefit. If a treaty benefit applies, the appropriate treaty form must be completed and include a U.S. taxpayer identification number.

If this agreement is between the University and either a NRA Artist or a NRA manager, or on behalf of a NRA Artist, please complete the forms as directed below. **Forms and paperwork must be received by the Designated Withholding Agent (see 1c) at least TWO MONTHS prior to the performance.**

To be completed by the FOREIGN ENTITY (not an individual) receiving payment(s) from the University:

Form W-8BEN-E: *Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)*

<https://www.irs.gov/pub/irs-pdf/fw8bene.pdf>

[Additional Forms W-8, as appropriate, may be found at https://www.irs.gov](https://www.irs.gov)

To be completed by the INDIVIDUAL NRA ARTIST(s) receiving payment(s) from the University:

Form W-8BEN: *Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding*

<https://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

International Information Form (IIF)

<http://policy.yale.edu/sites/default/files/iif.pdf>

Must include copies of available immigration documents (passport ID page, copy of visa if available). Copies of visa stamp and I-94 Admission Record must be provided upon arrival at University.

c. Designated Withholding Agent information for forms:

Agent name:	Yale University
Employer ID number:	06-0646973
CT Tax registration number:	0497099-000
Agent address:	Yale School of Music, Attn: Patty Pappacoda
	98 Wall Street, New Haven, CT. 06520
Telephone:	203-432-9244 (Patty Pappacoda)