

UNIVERSITY OF MISSOURI
APPEARANCE AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, _____, by and between _____, hereinafter referred to as "Presenter," and THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, for the University of Missouri-St. Louis, hereinafter referred to as "University."

WITNESSETH:

1. University hereby engages the services of _____
(Agent or Speaker)
to provide for the University the appearance of _____
(Speaker)
for a speaking engagement to be presented at the time and place and under the conditions hereinafter set forth.

Date of _____
(Day-Month-Year)

(Time-P.M.-A.M.)

Topic, Title, or Purpose of _____

Length of Appearance _____

Location of Appearance _____

Additional Special Conditions (luncheon meeting, questions and answers, etc.):

2. University agrees to pay to _____ the sum of _____
(Agent or Speaker)
_____ dollars (\$_____) for rendition of services by speaker called for hereunder, payment to be made by University check within 7 days from completion of services hereunder. This sum represents the total consideration payable by University for services hereunder and any travel and other expenses incidental to performance shall be the sole responsibility of Agent and/or Speaker.

3. University agrees to provide at its own expense the location for the speaking engagement, properly lighted and heated and/or cooled, with a suitable public address system if one is desired by speaker.

4. _____ agrees to provide the services hereinbefore set forth in
(Agent or Speaker)
accordance with all aforesaid conditions and further agrees to provide adequate promotional information on the speaker for publicity purposes, should University so request.

5. The parties mutually agree:

- A. That either party may cancel the appearance and both parties thereto shall be released from any liability hereunder if, in the judgement of The Curators of the University of Missouri, it is impractical or undesirable to present such performance due to accidents or accidents to means of transportation, or riots, strikes, epidemics, destruction of the performance hall, acts of God, sickness, acts or regulations of governmental or school authorities, or other legitimate conditions beyond the control of The Curators of the University of Missouri, as may either prevent performance or render receipt of performance valueless; and if Agent and/or Speaker or one or more members of the production cannot perform because of ill health, physical disability or other reasons beyond the control of Agent and/or Speaker, or if Agent and/or Speaker be prevented by acts of God, regulation of public authority or other circumstances beyond the control of Agent and/or Speaker from presenting or performing the engagement.
- B. That all notices to mode of transportation and arrival time and all correspondence, publicity or other things concerning this contract shall be directed to _____ for the University and to _____ for the Agent and/or Speaker.
- C. That Agent or Speaker and its agent shall be solely responsible for compliance with any rules or regulations, or responsibilities required by any organization with which the Agent or Speaker or its employees are members or to which they may be contractually bound, and University shall have no liability, duty or obligation therefor.
- D. The Agent or Speaker shall indemnify the University and hold it harmless from all loss or damage which it may sustain by reason of injury to any person due to the neglect or willful act of agent or speaker or the employees, servants or agents of agent or speaker, in the performance of this agreement, including defending, at agent or speaker's own expense, such claims as may be asserted for loss or damage against the University arising out of agent or speaker's performance of this agreement.
- E. No member or officer of the Board of Curators of the University of Missouri incurs or assumes any individual or personal liability by the execution of this contract or by reasons of default of the University in the performance of any of the terms hereof. All such liability of members or officers of the Board of Curators of the University of Missouri as such is hereby released by Agent and/or Speaker as a condition of and consideration for the execution of this contract.
- F. The individuals signing on behalf of the University and Agent and/or Speaker shall not be personally liable for the performance of any of the terms of this contract or be under any liability under this contract except that they each warrant their authority to sign on behalf of the University and the Agent and/or Speaker.
- G. This agreement may not be assigned by either party without the written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives, executed this agreement as of the day and year first above written.

(Agent or Speaker)

THE CURATORS OF THE UNIVERSITY OF MISSOURI
For the University of Missouri-St. Louis

By: _____
Title: _____

By: _____
Title: Senior Manager of Business Services

Department Approval

Are you a citizen or resident of the U.S.? _____
Yes No

If answer "No", please verify that your current immigration status, as listed on the DHS I-94 Arrival / Departure Record, permits payment for services. **Follow payment procedures listed in the University of Missouri System - Foreign Visitor Tax Guide under Compensation for Independent Personal Services.**

Current DHS classification: _____

Country of permanent residence: _____

Tax treaty and treaty article: _____

Note: Missouri Tax: Pursuant to RSMo 143.183 the University is required to deduct and withhold state tax from payments to individuals, partnerships, and corporations who are not residents of Missouri or that are not registered as a corporation in this state for any vocal performance conducted in this state before a live audience, if the payment is in excess of \$300. This tax is applicable to speaking engagements only when admission to the event is charged. The amount of the tax is 2%.
The University will comply with applicable federal and state laws including the Foreign Account Tax Compliance Act which may require the University to withhold and remit to the US Treasury a percentage of payments to certain foreign vendors.