

West Texas A&M University
INDEPENDENT PARTY CONTRACT

This Contract shall be used for the following Independent Parties:

Guest Artist, Guest Performer, Guest Speaker.

This Contract, duly executed by all parties, is hereby made a part of and incorporated into the agreement (“Contract”) (collectively the Contract and all Addendum’s are referenced as the “Agreement”) between West Texas A&M University, a member of The Texas A&M University System and an agency of the State of Texas (hereinafter referred to as “PURCHASER”), and _____ (Hereinafter referred to as “INDEPENDENT PARTY”) (Collectively the “PARTIES”).

A. The PARTIES agree as follows:

1. PURCHASER shall not maintain any type of insurance for the benefit of INDEPENDENT PARTY.
2. This Agreement shall not be renewed or extended beyond the contract term.
3. PURCHASER shall not agree to release INDEPENDENT PARTY or any other entity or person from its legal liability, nor shall PURCHASER agree to limit INDEPENDENT PARTY’S liability for unlawful or negligent conduct or other failure to comply with any duty recognized or imposed by applicable law.
4. INDEPENDENT PARTY shall sign the Agreement before the authorized representative of PURCHASER signs the Agreement. The Agreement shall then become effective when signed by both parties in this manner.
5. This Agreement shall not be construed to change the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
6. PURCHASER shall not agree to arbitrate any dispute arising out of this agreement and will not otherwise waive any right PURCHASER may have under the laws of the State of Texas.
7. This Agreement shall not be construed to grant INDEPENDENT PARTY a security interest in property of PURCHASER.

B. The PARTIES further agree that:

1. INDEPENDENT PARTY shall be solely responsible for compliance with any performance fees, rules, regulations, or responsibilities required by any organization of which INDEPENDENT PARTY is a member or may be contractually bound, including the fees of AGENT. PURCHASER SHALL HAVE NO LIABILITY, DUTY, OR OBLIGATION THERETO. INDEPENDENT PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND PURCHASER, ITS OFFICERS OR EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS THAT MAY BE MADE OR BROUGHT WITH RESPECT TO THE PERFORMANCE OF ANY MATERIAL PERFORMED UNDER THIS AGREEMENT.
2. FORCE MAJEURE: This Agreement may be rescinded if any accidents, illness, epidemics, acts of God, or any event beyond the control of either party makes it impossible for either party to fulfill the terms of the Agreement. In the event that the engagement of INDEPENDENT PARTY should be canceled for any of these reasons, both parties shall be relieved of all responsibilities pursuant to this Agreement and the Agreement will be of no further force or effect. Should cancellation for any of these reasons become necessary initial notification by canceling party shall be by email to Contract Specialist at contracts@wtamu.edu the circumstances resulting in the cancellation, with original document of circumstances provided to the non-canceling party within forty-eight (48) hours of the initial notice of cancellation.
3. It is understood and agreed that nothing contained in the Agreement shall require PURCHASER to violate University Regulations, the laws of the United States or the State of Texas.
4. **As an administrative agency of the State of Texas, PURCHASER is not authorized to make advance payment of any nature including, but not limited to, deposits. Payment will be made by university check at the conclusion of the event.**

5. PURCHASER will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the U. S. Internal Revenue Service or other similar state/federal agencies.
6. PURCHASER reserves the right to charge an admission fee, at PURCHASER's discretion, to the event.
7. It is understood and agreed that INDEPENDENT PARTY will neither solicit funds nor contributions either directly or through sale of materials and that no literature of any kind will be distributed unless prior permission is obtained from PURCHASER.
8. It is understood and agreed that INDEPENDENT PARTY will obtain the approval of PURCHASER prior to participating in any presentations, activities or meetings with organizations or groups other than those described herein during the time period covered by this contract.
9. PURCHASER is self-insured.
10. As an administrative entity of the State of Texas, PURCHASER is not authorized to indemnify any party with which PURCHASER contracts. Nor is PURCHASER authorized to pay INDEPENDENT PARTY's costs of collection or attorney's fees.
11. This Agreement shall not be assigned by INDEPENDENT PARTY without the prior written consent of PURCHASER.
12. INDEPENDENT PARTY agrees to provide _____ with exact information regarding method and time of arrival in Canyon, Texas, a minimum of seventy-two hours prior to starting time of engagement.
13. PURCHASER will maintain sole control of program format.
14. In signing this Agreement, West Texas A&M University does so as PURCHASER of the entertainment and not as employer, product, or operator.
15. INDEPENDENT PARTY SHALL HOLD HARMLESS PURCHASER, ITS AGENTS, EMPLOYEES, AND REPRESENTATIVES FROM ANY LIABILITY OR ACTION ARISING FROM PERSONAL INJURY OR PROPERTY DAMAGE PROXIMATELY CAUSED BY THE NEGLIGENT ACT OF OMISSION OR COMMISSION OF THE INDEPENDENT PARTY OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES.
16. PUBLIC SAFETY: INDEPENDENT PARTY agrees to conduct activities upon the premises so as not to endanger any person lawfully thereon.
17. INDEPENDENT PARTY grants PURCHASER permission to use the name and photo of INDEPENDENT PARTY in all event promotions.
18. In regard to photographs, still, non-flash photographs by representatives of the campus and community media will be permitted. It is the responsibility of INDEPENDENT PARTY to satisfy any Actor's Equity or similar union or guild requirements concerning notification that photographs are being taken.
19. INDEPENDENT PARTY grants PURCHASER right to tape record and/or videotape performance for non-commercial purposes and private educational purposes of the PURCHASER and its membership only. PURCHASER shall provide one (1) copy of same to INDEPENDENT PARTY as soon as it is created.
20. PURCHASER will assume no responsibility for errors in program copy or billing that are the result of incorrect or outdated information provided to PURCHASER by INDEPENDENT PARTY. PURCHASER must receive camera-ready copy and accurate billing at least forty-five (45) days in advance of performance. PURCHASER will assume no responsibility for insuring the accuracy of program copy or billing if INDEPENDENT PARTY makes changes within twenty-one (21) days of performance.
21. INDEPENDENT PARTY or its representative should specify all technical requirements, plans, ideas, and program content pertaining to the event in advance. Additions/changes in technical information should be communicated in advance directly to the campus department at _____. Changes in technical requirements not communicated in a timely manner will be accommodated only as far as possible at the discretion of the PURCHASER.

22. Whereas the State of Texas is a "Right to Work" state and PURCHASER is an administrative entity of the State acting under color of state law, PURCHASER cannot require union membership as a prerequisite for employment.
23. INDEPENDENT PARTY understands that possession and/or consumption of intoxicating beverages, narcotics, or other illegal substances on the campus of West Texas A&M University is forbidden. INDEPENDENT PARTY found in violation of these prohibitions shall be subject to criminal charges.
24. This Agreement contains the entire understanding of the parties and shall be amended or modified only in writing by INDEPENDENT PARTY and the PURCHASER on its behalf. In the event of any inconsistency between this Addendum and the INDEPENDENT PARTY's Contract, the terms of this Addendum shall prevail. The Agreement is performable in Randall County, Texas, and shall be construed, interpreted and governed pursuant to the laws of the State of Texas, without giving effect to its choice of laws or conflict of law's provisions.
25. INDEPENDENT PARTY must notify PURCHASER of any and all "Sponsors" or "Underwriters" or any entity other than INDEPENDENT PARTY who is receiving promotional consideration from INDEPENDENT PARTY. PURCHASER reserves the right to limit any promotional/sponsor activities which do not meet the requirements of artist/technical quality, or do not contribute to PURCHASER'S goals.
26. In the event that INDEPENDENT PARTY breaches any duty established by this Agreement resulting in the agreed performance not occurring, for any reason other than a force majeure, as set out herein, INDEPENDENT PARTY will reimburse PURCHASER for all out-of-pocket expenses, including, but not limited to, advertising expenses and local pre-production expenses, as proven paid by affidavit or invoice. Payment will be due in full sixty (60) days from the contracted performance date.
27. All state laws, Texas A&M System & West Texas A&M University policies shall govern the use of facilities and activities covered hereunder.
28. INDEPENDENT PARTY agrees to provide adequate liability insurance to cover all participants and to provide a copy of the policy to PURCHASER prior to the performance.
29. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Notwithstanding any other provision of this contract, pursuant to Section 85.18, Texas Education Code, venue for any suit filed against West Texas A&M shall be in the county in which the primary office of the chief executive officer of West Texas A&M is located.
30. DISPUTE RESOLUTION. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PURCHASER and INDEPENDENT PARTY to attempt to resolve any claim for breach of contract made by INDEPENDENT PARTY that cannot be resolved in the ordinary course of business. INDEPENDENT PARTY shall submit written notice of a claim of breach of contract under this Chapter to the Vice President of Business and Finance of PURCHASER, who shall examine INDEPENDENT PARTY'S claim and any counterclaim and negotiate with INDEPENDENT PARTY in an effort to resolve the claim.
31. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
32. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
33. Notices concerning this Agreement shall be provided in writing to the undersigned representatives of the parties by mail or fax, unless the Agreement requires otherwise.

35. The parties agree that all representations, covenants, prohibitions, and warranties between the parties will survive the termination of this Agreement and will remain in full force and effect between the parties.
36. DELINQUENT CHILD SUPPORT OBLIGATIONS. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
37. PAYMENT OF DEBT OR DELINQUENCY TO THE STATE. Pursuant to Section 2252.903, Texas Government Code, INDEPENDENT PARTY agrees that any payments owing to INDEPENDENT PARTY under this Agreement may be applied directly toward certain debts or delinquencies that INDEPENDENT PARTY owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
38. LOSS OF FUNDING. Performance by PURCHASER under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, PURCHASER will issue written notice to INDEPENDENT PARTY and PURCHASER may terminate this Agreement without further duty or obligation hereunder. INDEPENDENT PARTY acknowledges that appropriation of funds is beyond the control of PURCHASER.
39. FRANCHISE TAX CERTIFICATION. If INDEPENDENT PARTY is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then INDEPENDENT PARTY certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that INDEPENDENT PARTY is exempt from the payment of franchise (margin) taxes.
40. PROHIBITED BIDS AND AGREEMENTS. "Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
41. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS. PURCHASER is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
- INDEPENDENT PARTY certifies that it is eligible to participate in this Agreement and has not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that INDEPENDENT PARTY is in compliance with the State of Texas statutes and rules relating to procurement and that INDEPENDENT PARTY is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
42. STATE AUDITOR'S OFFICE. INDEPENDENT PARTY understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. INDEPENDENT PARTY agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. INDEPENDENT PARTY will include this provision in all contracts with permitted subcontractors.
43. PUBLIC INFORMATION.
- (a) INDEPENDENT PARTY acknowledges that PURCHASER is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon INDEPENDENT PARTY's written request, PURCHASER will provide specified public information exchanged or created under this Agreement that is not otherwise accepted from disclosure under chapter 552, Texas Government Code, to PURCHASER in a non-proprietary format acceptable to PURCHASER. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which PURCHASER has a right of access.

(c) INDEPENDENT PARTY acknowledges that PURCHASER may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

44. INDEPENDENT PARTY is responsible for making all travel arrangements

45. See Exhibit A for Description of Services

ACCEPTED AND AGREED

Signatories to this Agreement warrant that they are duly authorized representatives of the parties, with the authority to bind the parties to this contract.

For: PURCHASER/West Texas A&M University

For: INDEPENDENT PARTY

By: Bryon McCafferty
Director of Procurements & Contracts

Name/Title

Date

Date

Box 61001
Address

Address

Canyon, TX 79016-0001
City/ State/ Zip

City/ State/ Zip

806-655-2111
Phone

Phone

EXHIBIT A
Description of Services

Independent Party Agreement between _____ (“**Independent Party**”) and West Texas A&M Univeristy, (“**Purchaser**”).

Services to be provided by Independent Party:

Guest Artist Guest Performer Guest Speaker

Event Title As Advertised: _____

Description of Services:

Will the services provided for WTAMU be performed in the U.S.? Yes No

Begin Date _____

End Date _____

EXHIBIT B
Travel Expense Reimbursement

Travel Reimbursement:

All travel expense reimbursements require original receipts and separate travel expense reimbursement log and may be subject to tax withholding.

Expenses not reimbursable:

- Alcoholic beverages
- Tips and gratuities on meal per diems when used for reimbursement
- Excess baggage charges for personal belongings
- Expenses not related to official Contract business
- Laundry or cleaning
- Personal entertainment
- Flight insurance
- Early Bird Check In
- Losses caused by exchange rate fluctuation
- Expenses incurred on behalf of another party, unrelated to West Texas A&M
- Expenses related to the operation of a personal owned vehicle (this does not include parking or tolls)

Total Not to Exceed: \$ _____

For Auditing Purposes Only

Rental Car	\$ _____	or	Mileage	\$ _____
Gasoline	\$ _____			
Meals	\$ _____			
Lodging	\$ _____			
Other (Specification from Department)	_____			\$ _____
			TOTAL \$	_____

EXHIBIT C
Payment

Independent Party Agreement between _____ (“**Independent Party**”) and West Texas A&M University, (“**Purchaser**”).

The Independent Party’s Fee in the amount of \$ _____ has been agreed upon between both parties, West Texas A&M University and the Independent Party

_____.

Are You Currently Employed the A&M System? Yes No

Are You a U.S. Citizen or Permanent Resident? ? Yes ? No

If not a US Citizen or Permanent Resident.

a. Contact WTAMU Business office at 806-651-2080 or bo@wtamu.edu

All International vendors a required to fill out a profile in Glacier prior to payment.

Historically Underutilized Business (HUB) mean a corporation, sole proprietorship or join venture for the purpose of making a profit in which at least 51 percent of all classes of the shares of stock or other equitable securities are owned by one or more persons who are socially disadvantaged because of their identification as members of the following groups who have suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control:

Black American Male Female Asian Pacific American Male Female Caucasian Female

Hispanic American Male Female Native American Male Female

Certified by Texas Department of Commerce. Section 1.02(3), Article 60 lb, V.T.C.S.

Are you certified HUB with the Sate of Texas? Yes No

If no, would you like more information about becoming certified with the Sate? Yes No

EXHIBIT C

Continued

Vendor Request

A W-9 is required for all vendors receiving any form of payment or reimbursement. The initiating WTAMU department will create a Vendor Request through the Purchasing website and will request all information needed from the vendor to fulfill the request. The Purchasing department may request additional information from the vendor at any time.

Prompt Payment

The [State of Texas Prompt Payment](#) Law requires that a state agency's payment is due by the 30th calendar day after the receipt of goods, completion of service, or receipt of invoice, whichever date is the **latest**. If paid (check issued) after this date, prompt payment interest will begin accruing. Interest will automatically be included on the payment to the vendor. On local accounts, interest will not be paid unless it is greater than \$5.00.

In the event there is a dispute of the prompt payment charged, the departments have 90 days from the month end closing where prompt payment interest appeared on their account to send a request to FMO to review the prompt payment charge.

To review the law in its entirety, see [Chapter 2251 of the Texas Government Code](#).
<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm#2251.001>