

**TRINITY UNIVERSITY
ENTERTAINMENT/PERFORMANCE AGREEMENT**

This ENTERTAINMENT/ PERFORMANCE AGREEMENT (this “Agreement”) is entered into effect as of _____ (Effective Date) by and between Trinity University, an agency and institution of higher education of the State of Texas (“TRINITY”) and _____ (“ENTERTAINER/PERFORMER”).

RECITALS

TRINITY desires to contract with the ENTERTAINER/PERFORMER for Entertainment/Performance Services as defined below, and ENTERTAINER/PERFORMER, as independent contractor, desires to provide such Entertainment/Performance Services to TRINITY.

ASSUMPTION OF THE RISK. ENTERTAINER/PERFORMER acknowledges and understands the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. ENTERTAINER/PERFORMER knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of Trinity, its trustees, employees, officers, agents or volunteers; and
3. ENTERTAINER/PERFORMER hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of Trinity, its trustees, officers, employees, agents or volunteers.

AGREEMENT

In consideration of the premises and the mutual agreements of the parties contained herein, the parties hereby agree as follows:

1. APPOINTMENT AND RELATIONSHIP OF PARTIES

- 1.1 Engagement. TRINITY hereby engages the ENTERTAINER/PERFORMER to provide the Entertainment/Performance Services, and ENTERTAINER/PERFORMER hereby accepts such engagement, pursuant to the terms and conditions contained herein.
- 1.2 Independent Contractors. ENTERTAINER/PERFORMER shall at all times be an independent contractor as to TRINITY and nothing in this Agreement is intended, nor shall anything be construed, to create between TRINITY and ENTERTAINER/PERFORMER any relationship of principal and agent, employer and employee, partnership or joint venture, and they shall not represent themselves otherwise.
- 1.3 Liability for Obligations and Taxes. ENTERTAINER/PERFORMER shall be liable for her/his

own debts, obligations, acts or omissions, including but not limited to the payment of social security taxes, federal, state and city income taxes, workers' compensation insurance, public liability insurance, and all other required taxes and insurance applicable under existing laws.

2. ENTERTAINMENT/PERFORMANCE SERVICES AND COMPENSATION

Entertainment/Performance Services. The parties hereto acknowledge and agree that the Services that are the subject of this Agreement shall consist of the following (the "Services"):

2.1 Venue of Entertainment/Performance Services. The parties hereto acknowledge and agree that the Services shall be performed at Trinity University (the "Venue").

2.2 Timing and Compensation. The ENTERTAINER/PERFORMER shall be prepared to perform the Services at the Venue in _____ (Insert Building and Room #) on _____ (Insert Start Date) and will continue through approximately _____ (Insert End Date and Time, if applicable), at a flat rate of \$ _____ U.S. dollars (the "Compensation"). The Compensation shall be paid by TRINITY to the ENTERTAINER/PERFORMER:

___ No later than _____ days after the conclusion of Services; or

___ At the conclusion of Services

2.3 Tax Exempt Status. Trinity is exempt from Texas Sales & Use Tax for the contracted Services in accordance with Section 151.310, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.

2.4 Inherent Risk. The ENTERTAINER/PERFORMER acknowledges and agrees that they are cognizant of, and shall bear all risk of loss or damage related to, all the inherent dangers and risks involved in the Services at the Venue, including but not limited to bodily injury.

2.5 Delay of Performance. Should performance of the Services begin after the time agreed upon herein, the ENTERTAINER/PERFORMER shall be subject to a reduction of the Compensation equal to _____% of the Compensation. In the event of a delayed performance, payment of the ENTERTAINER/PERFORMERS' fee will be delayed by no more than five (5) business days in order to allow time to issue a new check.

3. COMPLIANCE

3.1 Compliance with Law. The ENTERTAINER/PERFORMER will perform their obligations under this Agreement in compliance with all applicable laws, regulations, ordinances and rules, including but not limited to, TRINITY regulations.

3.2 Compliance with TRINITY Policies. ENTERTAINER/PERFORMER shall, and shall cause

its suppliers, officers, agents, guests, affiliates, or contractors to, at all times comply with all policies, rules and written or unwritten directives of TRINITY, including but not limited to Alcohol, Drugs, Weapons, Tobacco-Free, and Sexual Misconduct. TRINITY policies are available on its website.

3.3 PCI DSS. If ENTERTAINER/PERFORMER is approved to process payment card transactions on campus, all transactions must be processed outside of TRINITY's network through the ENTERTAINER/PERFORMER's own mobile Wi-Fi hotspot. TRINITY ITS must approve of the equipment/device for processing. ENTERTAINER/PERFORMER represents and warrants that it is compliant with current Payment Card Industry Data Security Standards ("PCI DSS") and shall remain compliant during the Term of the Agreement, ensuring that the environment for the processing of transactions is done in compliance with current PCI DSS standards. Should ENTERTAINER/PERFORMER become PCI DSS non-compliant during the Term, ENTERTAINER/PERFORMER shall promptly notify TRINITY of its non-compliance status. ENTERTAINER/PERFORMER will provide TRINITY a copy of its PCI DSS Certificate of Compliance prior to performance.

3.4 Permits, Licenses, etc. ENTERTAINER/PERFORMER shall secure, pay for and comply with all permits, licenses and approvals, necessary for proper execution and completion of the Services. ENTERTAINER/PERFORMER shall provide copies of any permits, licenses or approvals to TRINITY, upon request by TRINITY.

3.5 Non-Discrimination. The parties to this Agreement will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of their status as protected veterans or individuals with disabilities, and prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

4. TRINITY FACILITIES

4.1 Access to Facilities. TRINITY, in its sole discretion, shall approve and provide access to TRINITY facilities for ENTERTAINER/PERFORMER's personnel as necessary for performance of the Services. No other passes will be honored by TRINITY. ENTERTAINER/PERFORMER shall furnish TRINITY with a list of all personnel requiring access to TRINITY's facilities no later than one (1) week prior to the date the ENTERTAINER/PERFORMER requires access to any TRINITY facility.

4.2 In the event that access has not been approved in accordance with Section 4.1, the ENTERTAINER/PERFORMER agrees that neither they nor any of their personnel shall access any TRINITY facility unless an authorized representative of TRINITY is present.

4.3 No Recording of Entertainer. No audio or visual recording of the ENTERTAINER/PERFORMER or the Services shall be made by either party hereto without the prior mutual written consent of the parties hereto. If approval is received, ENTERTAINER/PERFORMER agrees to use any audio or video recording only for the purpose(s) intended for this event and should refrain from using recordings of TRINITY guests, students or staff without their express permission. ENTERTAINER/PERFORMER agrees that TRINITY reserves the right to approve content and use. ENTERTAINER/PERFORMER further agrees that TRINITY, in its sole discretion, may instruct ENTERTAINER/PERFORMER to stop recording and/or revoke consent if the content may have a negative impact on TRINITY in TRINITY's sole opinion. ENTERTAINER/PERFORMER understands that TRINITY cannot control the use of cell phones by audience.

5. INSURANCE

5.1 Until all of ENTERTAINER/PERFORMER's obligations hereunder have been fully performed, ENTERTAINER/PERFORMER shall maintain, and shall also ensure that each of ENTERTAINER/PERFORMER's independent contractors, subcontractors and agents at every tier employed directly or indirectly by ENTERTAINER/PERFORMER maintains with insurance companies licensed to do business in the State of Texas and that have an A.M. Best rating of A- or better, the types of insurance and with the minimum limits as provided herein.

Commercial General Liability insurance, including but not limited to personal and advertising injury, bodily injury, property damage, premises and contractual liability, in the amount of at least one million dollars (\$1,000,000) combined single limit for bodily injury and property damage with Trinity University endorsed as an Additional Insured;

Automobile Liability insurance with a minimum occurrence and combined single limits of at least one million dollars (\$1,000,000) providing coverage for "Any Autos" including owned, leased, non-owned, and hired vehicles.

Bus Parking on campus: \$1 million per Occurrence, Combined Single Limit;

Workers' Compensation insurance as required by law (Statutory Benefits) and Employer's Liability coverage of one million dollars (\$1,000,000) per occurrence covering all of ENTERTAINER/PERFORMER's employees. Neither TRINITY nor TRINITY's workers' compensation insurance shall cover ENTERTAINER/PERFORMER or ENTERTAINER/PERFORMER's employees, independent contractors, subcontractors, or agents for any injuries or harm incurred by ENTERTAINER/PERFORMER or ENTERTAINER/PERFORMER's employees, independent contractors, subcontractors, or agents while performing services under this Agreement.

5.2 The insurance policies required under this Section, require notice to TRINITY 30 days before termination or restrictive amendment; must contain a waiver of subrogation rights as to TRINITY, contain cross-liability and severability of interests coverage, and be primary and non-contributory. ENTERTAINER/PERFORMER shall provide TRINITY with Certificates of Insurance for all of the insurance policies required under this section with written endorsement of Trinity University as an

Additional Insured where applicable and other evidence of the required coverage as requested at least 5 business days prior to the effective date of this Agreement and annually thereafter.

6. TERMINATION

6.1 Termination Without Cause. This Agreement may be terminated upon the mutual written consent of the ENTERTAINER/PERFORMER and TRINITY. Notwithstanding any provision of this Agreement to the contrary, TRINITY may terminate this Agreement without cause and without penalty, at any time, upon at least thirty (30) days prior written notice to the ENTERTAINER/PERFORMER.

6.2 Termination for Cause. TRINITY may terminate this Agreement at any time, effective immediately upon written notice to the ENTERTAINER/PERFORMER, if (i) the ENTERTAINER/PERFORMER defaults in their duties or obligations under this Agreement, (ii) a petition for relief in bankruptcy or reorganization or arrangement is filed by or against the ENTERTAINER/PERFORMER or any affiliate of the Entertainer/ Performer, (iii) TRINITY develops a good faith concern that any provision of the Agreement, or implementation thereof, violates any law, regulation or other applicable authority, or (iv) TRINITY develops a good faith concern that an act or omission by the ENTERTAINER/PERFORMER is, or could become, a detriment to the students of TRINITY. The ENTERTAINER/PERFORMER may terminate this Agreement, effective immediately upon written notice to TRINITY, if TRINITY defaults in its obligations under this Agreement and the default is not cured within thirty (30) days after receipt by TRINITY of written notice thereof setting forth the default.

6.3 Force Majeure Event. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the occurrence of a Force Majeure Event (as defined in Section 10.6).

6.4 Effect of Termination. The termination of the Agreement for any reason shall not affect any right, obligation or liability which has accrued under this Agreement on or before the effective date of such termination. Upon termination of this Agreement for any reason, ENTERTAINER/PERFORMER will cooperate with TRINITY and do all things reasonably necessary to achieve an efficient transition of the Services Agreement without detriment to the rights of TRINITY. Without limiting the foregoing, the ENTERTAINER/PERFORMER will, before receiving final payment of any fees, deliver to TRINITY or to such person or persons as TRINITY may direct, all documents, including without limitation, TRINITY property, permits, books, records and accounts, insurance policies, files and other materials relating to TRINITY.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 Indemnification. ENTERTAINER/PERFORMER agrees to indemnify, defend, and hold harmless TRINITY, its trustees, officers, employees, agents and volunteers from any and all claims, all injuries, including work-related claims, all illnesses, including outbreaks of contagious or infectious disease, of ENTERTAINER/PERFORMER and their employees, independent contractors, subcontractors, and agents, all auto liability claims of ENTERTAINER/PERFORMER, and its employees, independent contractors, subcontractors and agents, demands, causes of action or damages, including attorneys' fees (collectively, "Claims"), arising out of any breach by the ENTERTAINER/PERFORMER of the Services obligations or representations and warranties under this Agreement, and the acts or omissions of the

ENTERTAINER/PERFORMER or any of their suppliers, officers, agents, guests, affiliates, independent contractors or subcontractors with respect to providing the Services herein. Such right to indemnity under this Agreement shall be in addition to, rather than to the exclusion of, the rights of TRINITY at law or in equity. This section shall survive any termination of this Agreement.

7.2 Consequential or Other Damages. In no event will TRINITY or any of its trustees, officers, employees, agents or volunteers be liable to the ENTERTAINER/PERFORMER or any other person or entity for payment of any consequential, incidental, punitive or other special damages arising from a failure to perform its obligations under this Agreement, including but not limited to lost profits.

7.3 Workers' Compensation. ENTERTAINER/PERFORMER shall maintain workers' compensation insurance in accordance with Texas requirements. Neither TRINITY nor TRINITY's workers' compensation insurance shall cover ENTERTAINER/PERFORMER or ENTERTAINER/PERFORMER's employees, independent contractors, subcontractors, or agents for any injuries or harm incurred by ENTERTAINER/PERFORMER or ENTERTAINER/PERFORMER's employees, independent contractors, subcontractors, or agents while performing services under this Agreement.

8. SAFEGUARD STANDARD

As required by TRINITY policy, ENTERTAINER/PERFORMER agrees that it will conduct local, state, and national criminal background checks and review of the national sex offender database, in addition to any other background checks required by applicable law and consistent with the duties and responsibilities associated with such individuals' positions, locations of work and other possible factors, prior to allowing an employee to perform Services on campus or to have access to TRINITY's Confidential Information, as determined by TRINITY, and will require the same of any subcontractors, agents, or consultants assigned to do work for TRINITY. ENTERTAINER/PERFORMER further agrees that all employees, subcontractors, agents, or consultants are obligated to observe covenants of confidentiality. A credit history report is also required for individuals who may be assigned to finance and accounting positions. Any individuals who have criminal or civil convictions may not be assigned to TRINITY without consultation with TRINITY in accordance with local, state, and federal law, including the Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions. Trinity reserves the right to not allow assignment to Trinity. Any individuals with civil convictions related to financial wrongdoing including, but not limited to, embezzlement, fraud, money laundering, theft or other acts indicating dishonesty may not be assigned to TRINITY if such assignment would involve access to financial information, private personal information, social security numbers, or other types of confidential or proprietary information as determined by TRINITY. Any individuals who have criminal convictions that suggest that they could pose a threat to the health and safety of children may not be assigned to TRINITY if such assignment would involve access to or interaction with children. For any individuals who will have access to residence halls or other secure areas a criminal background check is required. This group includes, but is not limited to residence hall assistants, supervisors and counselors; Physical Plant and janitorial staff; food services, concessions, and auxiliary services personnel. Any individuals who

have a criminal history may not be assigned to TRINITY if such assignment would involve access to residence halls or secure areas. This check must also include a social security trace to ensure identity.

9. NO INFRINGEMENT OR MISAPPROPRIATION

ENTERTAINER/PERFORMER represents and warrants that the Services to be performed hereunder by ENTERTAINER/PERFORMER will not infringe or misappropriate the intellectual property rights including, without limitation, any patent, trademark, copyright, mask right, trade secret or proprietary know-how of others, and that ENTERTAINER/PERFORMER will indemnify, defend, and hold harmless TRINITY, its trustees, officers, employees, agents and volunteers from any and all liabilities, claims, demands, expenses or costs, including attorneys’ fees, arising out of any such infringements or misappropriations. The ENTERTAINER/PERFORMER also represents that they are not bound by any agreement that would be violated by Entertainer’s/Performer’s performance or by Entertainer’s/ Performer’s fulfillment of their obligations hereunder.

10. MISCELLANEOUS

10.1 No Waiver. Any failure or delay in the enforcement of the rights detailed in this Agreement by the ENTERTAINER/PERFORMER or TRINITY shall not constitute a waiver of those rights or be deemed a basis for estoppel. ENTERTAINER/PERFORMER and TRINITY may exercise their rights under this Agreement despite the delay or failure to enforce the rights.

10.2 Notices Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be delivered via electronic communication, mailed by certified or registered mail, postage prepaid, return receipt requested, or delivered by hand, messenger or reputable overnight courier, and shall be deemed given when received at the addresses set forth below, or at such other address furnished in writing to the other parties hereto.

If to TRINITY: _____

If to the ENTERTAINER/PERFORMER: _____

10.3 Paragraph Headings. The paragraph headings used in this Agreement are descriptive only and have no legal force or effect whatsoever.

10.4 Use of Pronouns. The use of the neuter, singular pronoun to refer to a party described in this Agreement shall be deemed a proper reference whether the party is an individual, a partnership, a corporation, or group of two or more individuals, partnerships or corporations. The grammatical changes required to make the provisions of this Agreement applicable to corporations, partnerships, individuals, or groups of individuals, and to females as well as males shall in all instances be assumed as though in case fully expressed.

10.5 Severability. If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate any other provisions in this Agreement, which other provisions shall remain in full force and effect unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be canceled.

10.6 Force Majeure. Neither party hereto shall be liable or deemed to be in default for any delay or failure in providing the Services under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, acts of terrorism, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions other than by either party's employees, pandemic, epidemic, or other outbreaks of diseases or other infections, or any other similar cause beyond the reasonable control of either party (a "Force Majeure Event").

10.7 Subcontracting and Assignment. The Services hereunder are personal to the ENTERTAINER/PERFORMER and ENTERTAINER/PERFORMER shall not assign, transfer, or delegate any of their rights, interest or obligations under this Agreement including a subcontract without TRINITY's prior written consent, which TRINITY may grant or withhold in its sole and absolute discretion. ENTERTAINER/PERFORMER shall also not collaterally assign this Agreement or any payments due or to become due hereunder without prior written consent of TRINITY, which TRINITY may grant or withhold in its sole and absolute discretion.

10.8 Waiver of Subrogation. Notwithstanding anything to the contrary herein, to the extent that any claim herein described is or would be covered by any insurance policies carried or required to be carried by the ENTERTAINER/PERFORMER hereunder, and to the fullest extent permitted by applicable law, Entertainer/ Performer hereby waives any and all claims, and release TRINITY from any and all liability or responsibility to the ENTERTAINER/PERFORMER or anyone claiming through or under the Entertainer/ Performer, by way of subrogation or otherwise, for any (i) loss or damage to any building, structure, or other tangible property (ii) liability for personal injury or other tortuous conduct, or (iii) losses under workers' compensation laws and benefits, even though such loss, damages, or liability might be caused by the negligence of such party, its agents, contractors, invitees, or employees. Nothing contained herein should be construed as any obligation of TRINITY to require other parties to waive any rights of subrogation they may possess against or with respect to the ENTERTAINER/PERFORMER.

10.9 Entire Agreement. This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties. In the event of a conflict or inconsistency, the terms and provisions of TRINITY's Entertainment/Performance Services Agreement shall govern and control.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A facsimile or electronic signature of a party shall have full force and effect.

10.11 Governing Law and Venue. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each of the parties hereby consents to the jurisdiction of the state and federal courts in the State of Texas. Venue for its enforcement shall be in Bexar County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or representatives as indicated by their signatures below, effective as of the date written above.

ENTERTAINER/PERFORMER

By: _____

Name: _____

Title: _____

Date: _____

TRINITY UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

Note: Fully executed agreements are required for payment. Contracting authority for Trinity University is limited. All contract agreements must be signed by an Authorized Representative or a Designated Authorized Signator of Trinity University. To view the Authorized Representatives for Trinity please see the [Contract Policy and Procedures](#). To view the list of Designated Authorized Signators please see: <https://drive.google.com/drive/folders/10TucECN6uOqoyvecErVilq6psBx6EXw>.

Department Review: _____ Date: _____
Print Name and Department