

**UNIVERSITY OF MISSOURI-KANSAS CITY
APPEARANCE AGREEMENT**

THIS AGREEMENT, entered into as of this _____ of _____, 20____, by and between

(Agent or Speaker)

hereinafter referred to as (Agent) (Speaker), and THE CURATORS OF THE UNIVERSITY OF MISSOURI, hereinafter referred to as University,

WITNESSETH:

1. University hereby engages the services of _____
(Agent)(Speaker)

Social Security Number/Tax ID Number _____

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 Speaking Engagement _____
(Day - Month - Year)

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

Topic or Title of Speech _____

Length of Appearance _____

Location for Speech _____

2. University agrees to pay to _____ the sum of _____
(Agent or Speaker)

_____ 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 appearance shall be the sole responsibility of Agent and/or Speaker.

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%. Please check if applicable: _____

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

5. _____ (Agent or Speaker) agrees that KCUR-FM (hereinafter referred to as Station), a non-commercial, public radio station owned by the University, may, at its option, record the material presented by _____ (Speaker) at this speaking

engagement for broadcast. _____ (Agent or Speaker) further agrees that Station may, without further permission or request, make the recorded program available to other non-commercial, public radio stations and/or the National Public Radio Network for broadcast; and that the Station may also make the recorded program available for use as an instructional aid in classroom situations, if deemed appropriate for such use.

6. 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 judgment of The Curators of the University of Missouri, it is impractical or undesirable to present such performance due to such accidents, or accidents to means of transportation, riots, strikes, epidemics, destruction of the appearance 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 appearance or render receipt of appearance 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 relating 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 Presenter and its agent, if applicable, shall be solely responsible for compliance with any rules or regulations of the American Federation of Musicians and for any royalty fees, performance fees or responsibilities for which Presenter and/or its agents may be legally or contractually bound.

D. 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.

E. 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.

F. 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.

Speaker/Agent _____ Address: _____

By: _____

Title:

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: _____

Title: