

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

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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-Kansas City, hereinafter referred to as University.

WITNESSETH:

1. The University hereby engages the services of Presenter to provide a performance described as follows **(specify nature of performance)**:

on \_\_\_\_\_, 20\_\_, commencing at \_\_\_\_\_ o'clock, \_\_m and continuing until \_\_\_\_\_ o'clock, \_\_m, at \_\_\_\_\_.  
(insert name of building or address)

2. The University agrees to pay to Presenter a total sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the rendition of the services or performance described above, payable during the performance, or within seven (7) days following the performance, by check of the University of Missouri made payable to \_\_\_\_\_ for the benefit of Presenter and/or its employees. This sum represents the total consideration payable by the University to Presenter for the services and performance, and any travel or other expenses incidental to the performance or engagement shall be the sole responsibility of Presenter. Pursuant to 143.183 (RSMo 2000) 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 in this state for any vocal, instrumental, musical comedy, dramatic, dance or other similar performance conducted in this state before a live audience, if the amount of the payment is in excess of \$300. The amount of tax is 2%.

3. The University shall:

- A. Provide at its own expense for each performance, and for \_\_\_\_\_ rehearsals on \_\_\_\_\_ prior to said performance if requested by Presenter, the theater or other place of engagement, properly heated, ventilated, lighted, clean and in good order.
- B. Furnish comfortable, properly heated, ventilated and well-lighted dressing rooms at the place of performance or theater, with suitable fixtures and furniture.
- C. Furnish sound, staging and lighting in good working order for the performance or appearance as follows:
  - D. Furnish, if requested in writing by Presenter at least ten (10) days prior to the appearance or performance, ushers, ticket takers, box office employees, stagehands, carpenters, electricians, sound technicians, truck loaders and unloaders, all of whom shall be regular University employees or students, and the University will not furnish or pay for any other personnel.
  - E. Provide, at its expense and as appropriate, tickets and programs in sufficient quantity for each performance or appearance.
  - F. Not record or televise the performance or appearance without the prior written consent of the Presenter.

4. The Presenter shall:

- A. Furnish such press kit in such quantity as it desires to the University, shipped prepaid on request.
- B. Furnish to the University the order, method and wording of billing to be used in all publicity

upon execution of this Agreement.

C. Have sole and exclusive control over the production, presentation and performance of the engagement, including, but not limited to, the details, means and methods of the performance of the engagement and the performance of the participants therein.

D. Have the right to concession rights for souvenir programs or items which may be sold by Presenter, if desired.

E. Furnish the University with a copy of the program to be performed at each performance.

F. Indicate, date, time and number of rehearsals desired upon execution of this Agreement.

5. The parties mutually agree:

A. That either party may cancel the performance 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 performance venue, 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 the Presenter or one or more members of the production cannot perform because of ill health, physical disability or other reasons beyond the control of the Presenter, or if the Presenter be prevented by acts of God, regulation of public authority or other circumstances beyond the control of the Presenter 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 Agreement and/or performance or engagement shall be directed to \_\_\_\_\_ for the University and to \_\_\_\_\_ for the Presenter.

C. That the Presenter and its agent(s), if any, 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 the Presenter and/or its agents may be legally or contractually bound.

D. No member or officer of The Curators of the University of Missouri incurs or assumes any individual or personal liability by the execution of this Agreement or by reason of the default of the University in the performance of any of the terms hereof. All such liability of members or officers of The Curators of the University of Missouri as such is hereby released by the Presenter and its agent(s), if any, as a condition of and in consideration for the execution of this Agreement.

E. The individuals signing on behalf of the University and the Presenter, if as agent, shall not be personally liable for the performance of any of the terms of this Agreement or be under any liability under this Agreement except that they each warrant their authority to sign on behalf of the University and the Presenter; and the agent, if any, of Presenter assumes the obligation to comply with rules, regulations and requirements of organizations to which Presenter's members are bound by contract or other obligation.

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.

THE CURATORS OF THE UNIVERSITY OF MISSOURI  
for University of Missouri-Kansas City

\_\_\_\_\_  
Presenter

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:  
UMKC FORM NO. 543a

Title: