**Yale University Standard Performance Agreement**

This Agreement is entered as of the \_\_ day of \_\_, 20\_\_ by and between Yale University, a corporation organized and existing under and by virtue of a charter granted by the General Assembly of the Colony and State of Connecticut and located in New Haven, Connecticut (the “University”) and \_\_ (“Artist”). In consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows with respect to the participation of Artist (the “Performance”) in University’s \_\_ (the “Event”).

**Details of the Event:**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **a. Performance Details** | | | | | | | | | | | | | | | | | | | |
| **Date of performance:** | | | |  | | | | **Performance time:** | | | | |  | | | **Performance length:** | | |  |
| **Arrival time:** |  | | | | | | **Load in time:** | | |  | | | | **Sound check** *(if applicable)***:** | | | |  | |
| **Part of a series** *(Yes/No)***?** | |  | | | | | **If “Yes,” series name:** | | | | |  | | | | | | | |
| **Name of Artist(s):** | | | |  | | | | | | | | | | | | | | | |
| **Venue:** | | | |  | | | | | | | | | | | | | | | |
| **Description / Repertoire:** | | | |  | | | | | | | | | | | | | | | |
| **Rehearsal(s)** *(if applicable)***:** | | | |  | | | | | | | | | | | | | | | |
| **b. Additional Services** *(if applicable)* | | | | | | | | | | | | | | | | | | | |
| **Date:** |  | | | | | | | | **Time:** | |  | | | | **Length:** | |  | | |
| **Venue:** |  | | | | | | | | | | | | | | | | | | |
| **Description:** |  | | | | | | | | | | | | | | | | | | |
| **c. Fee** | | | | | | | | | | | | | | | | | | | |
| **Total fee:** | | |  | | | | | | | | | | | | | | | | |
| **Check payable to:** | | |  | | | | | | | | | | | | | | | | |
| ***Note:*** *University will withhold 6.99% of the total fee for Connecticut income tax, as mandated by State of CT statutes. For payments to nonresident aliens, University may also withhold 30% of the total fee for federal income tax, as mandated by Internal Revenue Service regulations. Please see page 3, section 2, for full details about state and federal income tax and how to apply for waivers/reductions.* | | | | | | | | | | | | | | | | | | | |
| **d. Expenses** *(if applicable)* | | | | | | | | | | | | | | | | | | | |
| **Lodging total expenses:** | | | | | |  | | | | | | | | | | | | | |
| **Lodging description** *(hotel details, confirmation number, check in date/time, check out date/time)***:** | | | | | |  | | | | | | | | | | | | | |
| **Transportation total expenses:** | | | | | |  | | | | | | | | | | | | | |
| **Transportation description:** | | | | | |  | | | | | | | | | | | | | |
| **Meals total expenses:** | | | | | |  | | | | | | | | | | | | | |
| **e. Contact Information** | | | | | | | | | | | | | | | | | | | |
| **University Representative:**   * **Name** * **Title** * **Phone number** * **Email address** * **Physical address** | | | | |  | | | | | | | | | | | | | | |
| **Artist Representative:**   * **Name** * **Title** * **Phone number** * **Email address** * **Physical address** | | | | |  | | | | | | | | | | | | | | |
| **Middle Agent** *(if applicable)***:**   * **Name** * **Title** * **Phone number** * **Email address** * **Physical address** | | | | |  | | | | | | | | | | | | | | |

1. **Payment.** Provided that the University representative (identified above) receives a signed contract at least two weeks prior to the Event, all payments owed to Artist will be made on University check after finalperformance. If the signed contract is received less than two weeks before the event, monies owed will be sent after final performance.
2. **Taxes.**
3. **Connecticut withholding tax requirements for athletes and entertainers**

If the University contracts to pay a performer or performing entity more than $1,000 for a performance or series of performances conducted in Connecticut, State of CT statutes mandate that a Designated Withholding Agent (University) is required to withhold CT income tax at the rate of 6.99% of the gross payments to the performer or performing entity (Artist). The State of CT defines a Performer/Performing Entity as “any corporation, partnership, limited partnership, or limited liability company that employs, engages, or is composed of one or more performers.”

Certain reductions or waivers of this tax withholding may be available.

**To apply for a waiver of tax withholding, Artist must complete and return the Form CT-590** (Artists who are not eligible for waivers can apply for reduced withholding using Form CT-588) to either Yale University or the Connecticut Department of Revenue Services (“CT DRS”) as applicable (explained below).**Forms that are required to be sent directly to CT DRS must be submitted at least two months prior to the earlier of the date of the performance or the date of the payment.** Forms that are required to be sent directly to Yale University should be submitted upon the signing of this agreement. **It is the sole responsibility of the Artist to submit this paperwork for a waiver or reduction of CT Athlete/Entertainer withholding.**

Form CT-590: *Athlete/Entertainer Request for Waiver of Withholding*

<https://portal.ct.gov/-/media/DRS/Forms/1-2017/WTH/CT590pdf.pdf?la=en>

* If Artist signs any part of section I, return form to **Designated Withholding Agent** (see 2c) at the same time that this signed agreement is returned to the University.
* If Artist signs any part of section II, return form **directly tothe Connecticut Department of Revenue Services (“CT DRS”)** at the address provided on the form.

Form CT-588: *Athlete/Entertainer Request for Reduced Withholding*

<https://portal.ct.gov/-/media/DRS/Forms/1-2017/WTH/CT588pdf.pdf?la=en>

* Use only if Artist does not qualify for a full waiver of withholding.
* **Return form directly to the Department of Revenue Services (DRS).**

Form instructions:

<https://portal.ct.gov/DRS/Athletes-and-Entertainers/Withholding-Tax-Requirements-for-Nonresident-Athletes-or-Entertainers>

Additional information:

<https://your.yale.edu/policies-procedures/policies/3410-ct-income-tax-withholding-nonresident-athletes-and-entertainers>

<https://your.yale.edu/policies-procedures/procedures/3410-pr01-obtaining-exemption-or-reduced-rate-withholding-ct-ae-tax>

1. **U.S. federal tax withholding for non-U.S. Citizens, non-U.S. permanent residents, and foreign entities**

Per Internal Revenue Service (IRS) regulations, a 30% federal income tax withholding rate applies to the gross amount of U.S. source income paid to non-U.S. individuals and foreign entities.  The rate can be reduced or waived pursuant to a tax treaty between the U.S. and the country of the Artist’s or foreign entity’s tax residency.  Each treaty is unique and complex and may have dollar amount limits associated with the benefit.  If a treaty benefit applies, the appropriate treaty form must be completed and include a U.S. taxpayer identification number.

If this agreement is between the University and either a non-U.S. Artist or manager, or a foreign entity, or on behalf of a non U.S. artist or manager or a foreign entity, please complete the forms as directed below. **Forms and paperwork must be received by the Designated Withholding Agent (see 1c) at least TWO MONTHS prior to the performance.**

**To be completed by the FOREIGN ENTITY (not an individual) receiving payment(s) from the University:**

* Form W-8BEN-E: *Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)*:<https://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
* Additional Forms W-8, as appropriate, may be found at <https://www.irs.gov>

**To be completed by the INDIVIDUAL ARTIST(s) receiving payment(s) from the University:**

* Form W-8BEN: *Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding*:<https://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
* International Information Form (IIF): <https://your.yale.edu/policies-procedures/forms/3415-fr01-international-information-form-iif>. Must include copies of available immigration documents (passport ID page, copy of visa if available). Copies of visa stamp and I-94 Admission Record must be provided upon arrival at University.

1. **Designated withholding agent information for forms:**

Agent name: Yale University

Employer ID number: 06-0646973

CT Tax registration number: 0497099-000

Agent address: See cover page

Telephone: See cover page

1. **Dressing room and hospitality.** The University will make reasonable, good faith efforts to provide the dressing room requirements and hospitality indicated in the Artist rider, if any. Artist further recognizes that the University is prohibited by the University policy to provide Artist with any alcoholic beverages or tobacco products or paraphernalia while on campus. Unless specified on page 1 of this Agreement, transportation, meals, and housing arrangements shall be the sole responsibility of Artist.
2. **Event technical requirements.** If Artist has requested in an addendum or rider attached to this Agreement that University provide sound equipment, stage equipment, lighting, or any other equipment for the Event, the University will use its reasonable efforts to provide it. If the University is unable to obtain the exact equipment, lighting or other items reasonably requested by Artist, the University and the Artist will work together to find suitable replacement equipment. The University does not warrant that the equipment requested by Artist will be sufficient for Artist’s specific needs. The University shall not be responsible for equipment requests not specifically stated in an addendum or rider attached to this Agreement.
3. **Advertising.** The University shall have complete control over advertising, billing, and promotion of the Event. Artist agrees to furnish, at its own expense, advertising and promotional materials to the extent that Artist has such materials available for distribution. Artist further hereby grants the University the right to use Artist’s name, recorded voice, biographical materials, pictures, and likeness for advertising, promotion, and publicity purposes in connection with the Event.
4. **Sponsors.** The University reserves the right to engage outside sponsors for this engagement. Artist may not engage outside sponsors for the Performance without the prior written permission of the University.
5. **Reproduction of performance.** Neither party may broadcast, photograph or record any portion of the Performance in any medium without the written consent of the other party; provided, however, that the University shall be entitled to make an archival record of the Performance in any medium. The University shall use reasonable efforts to deny entrance to any persons carrying audio or video recording devices, but the University does not guarantee that such recordings will not be made.
6. **Performance of services.** The Artist will render all services provided hereunder in a professional manner, subject to Yale’s reasonable direction and control. Artist shall have creative control over the Event’s production, presentation and artistic performance; provided, however, that Artist shall not engage in any violent or obscene behavior, nor shall Artist encourage or entice patrons to engage in violent, destructive, or riotous behavior. The University retains the right to control all other aspects of the Event, including sound levels.
7. **No agency relationship.** It is agreed that the Artist signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto.
8. **Compliance with laws.** Artist agrees to comply with all federal, state, and local laws and regulations applicable to activities conducted pursuant to this Agreement. The University will similarly comply with all applicable laws and labor regulations.
9. **Conduct of personnel.** While at any University location, Artist and his/her agents shall comply with all reasonable requests, standard rules and regulations of Yale communicated to Artist regarding personal and professional conduct.
10. **Security.** The University will provide reasonable security for the Artist and the Artist’s equipment.
11. **Use of Yale name.** Artist agrees not to use (a) University’s name, (b) the name of any employee, student or agent of University, or (c) any trademarks, logos, service marks or trade names owned or controlled by University, in any sales, promotional, advertising or other publication, without the express prior written permission of University.
12. **Merchandise.** Artist may not sell merchandise on Yale’s campus.
13. **Pyrotechnics.** Artist may not use any pyrotechnics, fireworks, or other similar special effects in the course of the Event.
14. **Force majeure.** Neither party shall be liable to the other for any delay or default in performing hereunder if such delay or default is caused by conditions beyond such party's reasonable control including, but not limited to, Acts of God, wars, strikes, and severe weather conditions.
15. **Insurance.** Artist shall carry commercial general liability insurance, with a limit no less than One Million Dollars for bodily injury and property damage per occurrence. Yale University shall be listed as additional insured.
16. **Liability.** The University shall not be liable for lost profits, work stoppage, or any other special, indirect, or consequential damages of any kind.
17. **Indemnification.** Artist shall indemnify, defend and hold harmless Yale, its related entities, officers, agents, and employees from and against all claims, damages, costs and expenses in connection with any third-party claims arising out of Artist’s negligence or willful misconduct.
18. **Governing law.** This Agreement is governed by and interpreted in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law. All disputes arising out of this Agreement hereunder shall be resolved in the applicable state or federal court in New Haven, Connecticut. The parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available. Under no circumstances will any disputes arising out of the interpretation or performance of this Agreement be subject to arbitration.
19. **No assignment.** This Agreement cannot be assigned or transferred without the written consent of both parties.
20. **Exercise of rights.** Artist agrees to exercise all rights under this Agreement reasonably.
21. **Amendment.** This Agreement may only be amended in writing, signed by each of the parties hereto and specifically referring to this Agreement.
22. **Execution of Agreement.** This Agreement may be executed in multiple counterparts. This Agreement will not be held unenforceable if signatures are exchanged electronically.

**IN WITNESS WHEREOF, the parties have caused the signature of their duly authorized representatives to be affixed hereto, as of the date specified below:**

|  |  |  |
| --- | --- | --- |
|  | **For Artist** | **For University** |
| **Signature:** |  |  |
| **Name** *(in print)***:** |  |  |
| **Title:** |  |  |
| **Date:** |  |  |