UNIVERSITY OF LOUISVILLE

SCHOOL OF MUSIC

Departmental Agreement: DA-_____

I, _____, agree to present one or more of the following services for the students and faculty of the University of Louisville, School of Music.

❒Recital ❒Masterclass ❒Workshop ❒Lecture ❒Other_____

For this/these service(s), I will receive a Fee for Service of $_____ *Payable to Signatory on Contract within thirty (30) days of completion of services.*

Date(s) of Service(s)_____
Location(s) _____
Time(s) _____
Sponsored by_____

❒ I furthermore authorize the School of Music to make a recording of all or part of the presentations I make under this agreement to be used ONLY for educational purposes by the UofL School of Music.

❒ I also authorize the School of Music to stream live video of the presentation online and archive both online and for the School of Music Library.

CANCELLATION: I understand that the School of Music has the right to cancel part or all of this agreement upon advance notice of 30 days given to me by telephone or mail.

AMENDMENTS TO CONTRACT: It is recognized that subsequent written amendments to the agreement may be necessary; such amendments will require mutual agreement of the parties.

FORCE MAJEURE: Neither party shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or was where such cause was beyond, respectively party's reasonable control.

INDEMNIFICATION: Any liability of the University to indemnify the Contractor as specified, shall be in accordance with Kentucky Revised Statutes KRS 44.070 to 44.160 (Board of Claims Act) and KRS 45A.245 through 45A.275 (Control Claims Act.)

RELEASE: I acknowledges responsibility for my actions and for any damage or injury, whatsoever, caused by me while using the FACILITIES. I understand that use of the FACILITIES may involve exposure to potentially hazards. Except to the extent of the UNIVERSITY's gross negligence, I shall release, hold harmless and indemnify UNIVERSITY, its officers, agents and employees from any and all claims, damages, costs (including reasonable attorney fees) and liabilities arising out of the my use of the FACILITIES.

CONFLICT OF INTEREST: Firms are required to disclose any potential conflict of interest. If the owner of the firm is related to a University of Louisville employee, that relationship must be disclosed in writing. Definition of Related Person:
Related person to a University employee means a spouse or dependent child such employee.

The term extends to other individuals sharing the same household as well as sibling, parents and non-dependent children (including step and in-law variations of those relationships) in circumstances where the University employee has actual knowledge that such relative is likely to or will benefit from a particular University transaction.

KENTUCKY CAMPAIGN LAWS: By signing this document, the vendor representative certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS121.056 (2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The signee further swears under the penalty of perjury, the neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

ELIGIBILITY TO PARTICIPATE IN GOVERNMENTAL PROGRAMS CERTIFICATION: Signature on this Agreement response certifies that any person performing services under this agreement (i) is not now nor have ever been excluded, suspended, debarred or otherwise deemed ineligible to participate in governmental healthcare, procurement, or other programs; (ii) is not now nor have ever been charged with or been convicted of a criminal offense related to the provision of government healthcare, procurement, or other programs and have not been reinstated in such programs after a period of exclusion, suspension, debarment, or ineligibility. If the vendor, and where applicable subcontract vendor, or any person performing services under this agreement becomes ineligible for participation in such governmental programs in the future, vendor will have a process in place such that subcontract vendor(s) and any person performing services under this agreement will promptly notify the vendor of such ineligibility.

COMPLIANCE -STATE LAWS: It is agreed and understood that this agreement shall be governed under state laws. The rights and obligations of the parties shall be determined in accordance with the laws of the Commonwealth of Kentucky.

CONDUCT OF EMPLOYEES: It is understood that the possession of weapons and/or consumption of alcohol or drugs while on University grounds, is strictly prohibited. Any person having possession of same and/or under the influence of alcohol or drugs, while on the premises at any time.

SMOKE FREE BUILDING: Smoking is not permitted on any University of Louisville campus. This prohibition includes buildings and all grounds.

_____
Signature Date

_____
Street Address (home)

_____
City State Zip

(_____) _____
Daytime Phone Number

(_____) _____
Fax Number (if available)

_____
Email Address

_____
Faculty Requesting Date

_____
Facilities Coordinator Sr. Date

_____
Unit Business Manager Date

_____
Buyer - Purchasing Date

Speedtype _____

Revised 09/21/17