



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. I, _____ also understand and agree to complete the University required vendor paperwork to receive payment for services.

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.

Performance _____

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: The University of Louisville reserves the right to terminate this agreement for its own convenience without cause upon a thirty (30) day written notice to the vendor. Upon receipt from the University "Notice of Termination", the vendor shall discontinue all services with respect to the applicable procurement. Provided the goods or services met any applicable acceptance criteria, the vendor will be compensated for all products shipped and received, work performed, services completed in whole or in part, and for material(s) which have been shipped (or which was otherwise allocated to the procurement, which was terminated). Compensation for services provided by the vendor will be calculated at a mutually agreed upon amount for services performed prior to "Notice of Termination". A fixed fee contract/procurement will be pro-rated (as appropriate).

The University reserves the right to cancel any established contract/procurement if any policy or procedural changes occur that would warrant discontinued use of the established contract/procurement. Additionally, if a protest is filed, depending on the outcome of the protest, the contract/procurement may be cancelled or confirmed.

Presenter and University reserve the unconditional right to postpone or cancel the contract, without penalty, if health and safety conditions, including, but not limited to COVID-19, prohibit live performance. In the event of impossibility of performance due to COVID-19, Presenter at its sole option may choose to, in collaboration with Artist, arrange a virtual performance. If virtual performance is impossible, the live in-person performance shall be rescheduled at a later mutually convenient time.

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.

COVID-19 SAFETY REQUIREMENTS: Vendors, their subcontractors and all associated personnel, while on any University of Louisville property or University controlled property, must be in full compliance with all current University, state, local, and/or federal public health guidance for the prevention of spread of COVID-19. Details regarding the University of Louisville COVID-19 safety procedures can be found here: <https://louisville.edu/coronavirus> Current CDC guidelines can be found here: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>. Kentucky COVID-19 resources can be found here: kycovid19.ky.gov.

INDEMNIFICATION: Any provision in the terms and conditions or agreement provided by the vendor that requires or otherwise specifies that the University will indemnify the vendor or any of its subcontractors or otherwise specify the University being liable or responsible for the actions/inactions of the vendor or other third party shall only be to the extent permitted by Kentucky Revised Statutes (KRS 49.010 through 49.180) by the powers and authority vested in the Kentucky Claims Commission and KRS 45A.225 through 45A.275 (Contract Claims).

The vendor shall defend, indemnify and hold harmless the University, its affiliated entities, their trustees, officers, employees and agents from and against all costs, losses and expenses (including reasonable cost of attorney's fees) by reason of liability imposed by law upon the vendor for damages resulting from the vendor's performance or because of bodily injury, including death, personal injury, data breach/loss at any time resulting there from, sustained by any person or persons including the vendor's employees, or on account of damage to property, including loss of use thereof, to the extent arising out of or in consequence of the negligent or intentional action or omission, or willful misconduct of the vendor, provided however, that nothing contained herein shall require the vendor to indemnify the University for such injuries to persons or damage to property to the extent arising out of, or in consequence to the negligent or intentional action, omission or willful misconduct of the University, its officers, employees and agents. Any cap or limitation on the amount of the liability included by vendor in its

response or standard agreement is rejected. Any limitation of liability requires specific acceptance by the University (e.g. via an amendment signed in writing by the University).

RELEASE: I acknowledge 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: The vendor is required to disclose any potential conflict of interest. If the owner of your organization is related to a University of Louisville employee, that relationship must be disclosed in writing prior to or in no case later than at time of award/execution of agreement. For purposes of disclosure of a conflict, a person is a related person if related to a University employee in any of the following ways, and includes those within these categories who are referred to as adopted, step-, foster, grand-, half-, in-law, spouse of, or great- : (parent, child or ward, sibling, uncle or aunt, first cousin, nephew or niece, spouse, domestic partner, or significant other)

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.

ARBITRATION: Any provision in the vendor's terms and condition or agreement that specifies binding arbitration to resolve a controversy or claim arising out of or relating to this contract, or breach thereof, is rejected and deleted. Mediation or other forms of non-binding alternative dispute resolution may be used in lieu of binding arbitration.

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

Recommended by (Faculty) Date

Reviewer: Department Coordinator Date

Purchasing Date

Speedtype _____ Revised 8/22/24