Stetson University, Inc.

421 N. Woodland Blvd. Unit # 8318

DeLand, FL 32723

# Accounts Payable Registration Form – INDIVIDUALS ONLY

Complete this form and mail/fax to Accounts Payable (386)-822-7034.

If you have any questions with vendor information, call (386) 822-7024

[ ]  Employee [ ]  Student [ ]  Visiting Faculty/Speaker [ ]  Consultant [ ]  Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Last Name First Name Phone # Fax #

 Mailing Address City State Zip Code Email Address

 Country of citizenship

 Additional information applicable to payment

**SUPPLEMENTAL INFORMATION – ALL INDIVIDUALS OR PAYEES**

 **U.S. Social Security number (SSN**) **OR Taxpayer Identification Number (TIN):**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 If none, but applied for, date applied\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please check the box that best describes your **residency status**:

[ ]  Citizen - (individual) of the United States [ ]  Resident Alien - (individual) of the United States

[ ]  Non-resident alien - (individual)\*

\* Note: If you marked this box, you will be subject to backup withholding of 30% unless a specific treaty exemption with your country of residence and the U.S. exists. You must contact Albert Aguirre, Controller, 386-822-7061, Campus Unit 8318, to complete the appropriate paperwork to claim a treaty exemption.

SIGNATURE – AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that the above information is correct and that:

1. The number shown on this form is my correct taxpayer identification number (or, I am waiting for a number to be issued to me), AND

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, **or** (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends **or** (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions- You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secure property, cancellation of debt, contribution to an individual retirement (IRA), and generally, payments other than interest and dividends, you are not requited to sign the certification, but you must provide your correct TIN.

 Signature of Payee Date

Stetson University, Inc.

421 N. Woodland Blvd. Unit # 8318

DeLand, FL 32723

# Accounts Payable Registration Form

Complete this form and mail/fax to Accounts Payable (386)-822-8855.

If you have any questions with vendor information, call (386) 822-7024

[ ]  Sole Proprietorship [ ]  Partnership [ ]  Corporation [ ]  Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **COMPANY NAME**  Phone # Fax #

 **REMIT TO** Address City State Zip code Email Address

 Contact Name & Title

 **PURCHASE ORDER** Address (if different) City State Zip code Email Address

 Contact Name & Title

 Payment/Discount terms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (net 30, 2/10, etc.)

**Check the box that best describes your residency status:**

[ ] Domestic (U.S) Sole Proprietorship [ ]  Domestic Partnership [ ] Domestic Corporation [ ]  Domestic other

\*[ ] Foreign (Non-U.S.)-Sole Proprietorship \*[ ] Foreign (Non-U.S.)- Partnership \*[ ] Foreign (Non U.S.)- Corporation

\*[ ] Foreign (Non-U.S.)- Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(explain)

\* Note: If you marked one these boxes, you will be subject to backup withholding of 30% unless a specific treaty exemption with your country of residence and the U.S. exists. You must contact Albert Aguirre, Controller, 386-822-7061, Campus Unit 8318, to complete the appropriate paperwork to claim a treaty exemption.

**U. S. Taxpayer Identification Number (TIN)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **If applied for, date applied\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(This number is also known as Federal Employer Identification Number [FEIN])

**SIGNATURE – AND SUBSTITUTE IRS FORM W-9 CERTIFICATION**

Under penalties of perjury, I certify that the above information is correct and that:

1. The number shown on this form is my correct taxpayer identification number (or, I am waiting for a number to be issued to me), AND

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, **or** (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends **or** (c) the IRS has notified me that I am no longer subject to backup withholding.

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Signature of Payee Date


# Accounts Payable – ACH - DIRECT DEPOSIT

Stetson University Accounts Payable department is now offering the opportunity to have your payment processed as an ACH-DIRECT DEPOSIT (AP-ACH-DD) to your bank account. If you prefer to continue to receive a check, please disregard this and no further action is required on your part.

In the event that you prefer to have your payment direct deposited to your bank account, please provide the following information to Stetson University.

 U.S. Bank Institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ACH ABA # *(nine digits) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Account # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City, State, Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Account Holder Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* To avoid errors, please provide a voided **\*CHECK\* copy**

*Deposit slips often have different ABA/banking routing numbers and cannot be used for this type of bank transaction*

* You will receive an email when the payment has been processed to your bank account

I understand the accuracy of the above information that I am providing to Stetson University is solely my responsibility:

 Signature & Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



# Entertainment/Artist - Independent Contractor Agreement

THIS AGREEMENT made and entered into \_\_\_\_\_\_\_\_\_\_(Today’s date), between STETSON UNIVERSITY, INC., a Florida non-profit corporation, hereinafter referred to as “University”, and

 (Name of Artist, Company, and/or Agent), hereinafter referred to as “Artist(s)”.

WITNESSETH, that the University contracts for the services of Artist(s) as (an) independent contractor(s), not as (an) employee(s), on the terms and conditions set forth below. Artist(s) and Agent agree to render to the University services as follows:

Name of Artist, Entertainer, Show, Event:

Date(s) of Event:

Campus Location(s) of Event:

Type of Show/Event:

Hours of Performance:

Timeframe Artist will arrive on Campus:

**Special Provisions/Requests**: Use Addendum Sheet for Details & Riders

**Compensation:**

Compensation/Agreement: $ to be paid at completion of performance/services, day of show.

Check Here if Compensation is noted on Rider or Addendum [ ]

**Payment Agreement**:

Check(s) to be issued to (select one): [ ]  Agent [ ]  Artist [ ]  Company

Name:

Address:

Phone Contact(s):

Email Address(es):

Social Security Number or Federal ID Number:

(SSN #123-45-6789 or FIN #12-34567890)

1. The University contracts for the services of Artist(s) as (an) independent contractor(s) and not as (an) employee. Artist(s) shall provide a sufficient quantity of capable performer(s). The University shall make payment only to Artist/company who is responsible for compensating performer(s) acquired as agreed between Artist/Agent and the performer(s). The performer(s) are self-employed or employees of Artist/company who will have the duty of and will be responsible for complying with Federal, State and Internal Revenue Service laws and regulations pertaining to the withholding of taxes and social security, and for complying with any union or Federation rules pertaining to deduction for dues and any health or welfare fund, and any other union or Federation deduction or payment, and Artist(s) will hold Stetson University harmless and indemnify it for any claims therefrom.
2. Artist(s) will be allowed reasonable access to the facility used for the engagement before and after the engagement for the purpose of assembling and removing equipment. Artist(s) will arrive at engagement at timeframe designated above. Agent will be allowed access for consultation with Artist(s) at any time. Artist(s) may not be accompanied by guest(s). Requests for complimentary tickets for artist’s guest should be submitted to the University for approval in advance of the performance.
3. It is mutually agreed that neither party shall be responsible for any provision in this contract or rider(s)/addendums to this contract when prevented from complying with a contractual provision due to any Act of God or any other legitimate condition beyond the control of the appropriate party.
4. Stetson shall not be liable for reimbursing IC for any expenses incurred by IC, including travel expenses, equipment, tools, materials, and/or supplies of any type. Contractors should include these expenses in their total fee, if applicable.

5. The University shall provide such security as it deems reasonably necessary and incidental to the performance, and in the event Artist(s) have their own security, Artist(s) shall inform and identify to University, their security personnel at least 24 hours prior to the commencement of the performance, and said security shall comply with all federal, state and local laws, ordinances and regulations, and they shall be under the supervision and control of the University’s security at all times while on the premises of the University.

6. Artist(s) shall reimburse, indemnify and hold harmless the University for all loss to the University resulting from the negligence of Artist(s) in the performance of this contract. In further consideration, Artist hereby agrees to assume liability for any injuries or damages that Artist or its employees, contractors or performers may cause to any persons or property while Artist is engaged in the activities described hereinabove.

(a). The University shall not be liable for any damages or injuries of the Artist(s), their performers, contractors or their equipment, while on the University’s premises, and Artist hereby releases Stetson University, Inc., its Board of Trustees, Officers, Staff, Employees, Representatives and Agents from all form and manner of risks inherent or relating to such activities, and agrees to waive all claims and demands of any nature arising from said campus visit, performance or related activities, except for those losses or claims arising from the sole or willful negligence of the University

7. The validity, interpretation and effort of this contract and any Addendum or rider(s) attached thereto shall be governed by the laws of the State of Florida. The laws of the State of Florida shall govern all rights, obligations, remedies and liabilities arising pursuant to this contract and any rider(s) attached thereto. Venue for any legal action relating to this contract shall be Volusia County, Florida.

8. With the exception of Artist(s), performers and their employees or contractors; all stagehands, stage carpenters, electricians, electrical operators and other support personnel required for this performance shall be employees of the University or subcontracted by the University. As such, these support personnel are not subject to national or local union or guild requirements. Artist(s) agree(s) to notify all necessary unions or guilds of the terms of this agreement at least 7 days prior to performance and will hold University harmless and indemnify if from any claims therefrom.

9. Only those items or services specifically delineated in this contract and any rider(s) attached hereto are being provided or paid for by the University. No additional costs for items or services will be borne by the University without its prior expressed written consent.

10. Artist(s) shall be solely responsible for the payment of any and all royalty fees payable as a result of the performance of any copyrighted music or matters performed pursuant to the copyright laws of the United States or any other country and will hold University harmless and indemnify University from any claims therefrom.

11. The University agrees to exercise reasonable care to prevent the recordation, reproduction or transmission of the performance of Artist(s), in any manner or means whatsoever, in the absence of a specific written agreement with Artist(s) to the contrary. Any agreement to permit recordation, reproduction, or transmission of this performance must be in writing and attached to this agreement as a rider in order to be binding upon the parties of this agreement.

12. Any person/entity executing this contract, other than Artist(s), expressly warrants that he/it is authorized to execute this contract for Artist(s) for this engagement at the time and place specified in this contract.

13. This contract shall not be binding upon the University until fully executed, including signing and initialing of any changes by the parties hereto, or their authorized representatives, and delivered to the University at least 7 days prior to the date of performance.

14. The University representatives signing this agreement certify that they sign as properly authorized representatives of the University and do not assume any personal liability for meeting the terms of this contract.

15. The University may modify this contract provided written notice is given to Artist(s). Both parties must initial all additions and deletions to this contract and its rider(s) and addendums in order to be valid. This contract and any rider(s) or addendums attached thereto represents a complete and final expression of the parties’ agreement. The parties will therefore be responsible only for those items expressed in this contract and any rider(s)/addendums attached thereto, irrespective of any additional or contrary oral or written statements or representations.

16. Stetson University is an Equal Opportunity institution that admits students of any race, color, sex, sexual orientation, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the University. It does not discriminate on the basis of race, age, color, sex, sexual orientation, national and ethnic origin or handicap in administration of its educational policies, admissions policies, scholarship and loan programs, athletic and other school-administrative programs or activities.

(a). The Artist(s) shall not discriminate in any manner against any employee, student or applicant for employment because of race, sex, age, color, physical or mental handicap, marital status, religion, national origin or political affiliation.

17. If Artist(s) fail(s) to fulfill its obligations under this agreement properly and on time, or otherwise violates any provision of this agreement, the University may terminate the agreement by written notice to Artist(s) without any obligation on the part of the University. Artist(s) shall remain liable after the termination for any damages caused by Artist(s) breach. The notice shall specify the acts or omissions relied on as cause for termination. The University shall pay Artist(s) fair and equitable compensation for satisfactory performance rendered to the University prior to the receipt of the notice of termination by Artist(s), less the amount of damages arising from the breach of contract by Artist(s). In the event that the University’s damages exceed the compensation payable to Artist(s), Artist(s) shall remain liable after termination and the University may affirmatively collect damages.

18. It is mutually agreed that any attached contract, or any rider(s)/addendums thereto, by and between the University and Artist(s) pertaining to this engagement is supplemental and subordinate to this Stetson University Entertainment Contract. The terms and conditions of this Stetson University Entertainment Contract and the rights, privileges, duties, and obligations arising pursuant thereto shall at all times and in all events and situations be controlling and prevailing.

19. If in the University’s sole determination, the Artist(s) or their performers or employees appear on campus noticeably under the influence of alcoholic beverages, narcotics, drugs, or other controlled substances, and exhibit misconduct or acts that would reflect negatively upon the University or are socially unacceptable, illegal, or present a danger to others as determined by the University or its staff, the University shall have the right to trespass and have the offenders removed from the premises, or shall contact local authorities as necessary, with no liability on the part of the University. Should any illegal actions or gross misconduct on the part of the Artists cause the performance to be cancelled, The Artist(s) shall be liable to the University for any expenses, damages, and claims resulting from such cancellation, including reasonable attorney’s fees and costs incurred in the enforcement of this provision. Artist(s) acknowledge(s) that no weapons of any kind, alcoholic beverages, narcotics, drugs, or other controlled substances are permitted on or to be consumed on University’s campus. Non-alcoholic beverages as requested by Artist(s) may be provided if separately agreed to in writing by the University and Artist(s).

20. In the event that Artist(s) desire(s) to have souvenir concession rights at the performance, those rights shall be subject to approval by the University, and controlled by all applicable University rules and regulations and such other requirements as the University may invoke. Artist(s) will be responsible for State sales tax and any vendor’s fees, etc. required by law. The University shall not be held responsible for the security or storage of Artist(s) souvenir concession goods or items and Artist shall hold harmless the University and its staff, students or volunteers who might assist the Artist(s) with their souvenir concession activities.

21. In addition, IC agrees to provide to the University a certificate of insurance showing proof of the following insurance coverages\*\*

* General Liability Coverage: $1,000,000 Minimum Coverage Limit
	+ Certificate of Insurance should name Stetson University, Inc. as an additional insured in respect to liability and the IC’s services and actions.
* Workers Compensation Coverage: (Unless IC is Exempt per State Statutes)

(a). If IC is not considered to have a workers compensation ‘exempt’ status according to Fla. state statutes, or if IC is performing construction, building repair or maintenance services, or IC’s services require labor intensive physical activities, then IC must also provide a certificate of insurance showing proof of current WC coverage as required by Florida state statutes.

\*\*If IC does not have Liability Coverage and would like to request that this requirement be waived, please see the COI Waive Request section below signature lines of this agreement.

22. The Artist(s) and performers acknowledges that each of them has received a copy of an executed copy of this contract and will be sensitive to the commonly accepted local standards of civility and conduct incidental to their services, operations and performances.

23. In the event any of the provisions of this agreement are rendered to be invalid, illegal or unenforceable for any reason, the remainder of this agreement shall remain in full force and effect and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have authorized their official representatives to execute this document in such counterparts as deemed appropriate and on the date as shown herein.

Date: Date:

FOR STETSON UNIVERSITY, INC. FOR:

 *Name of Artist, Agent or Company*

By: By:

 *Signature of Finance Office Representative Signature of Authorized Representative*

Name: Name:

Title: Title:

 Address:

**Stetson University, Inc.**

**421 North Woodland Blvd., Unit 8318**

**DeLand, FL 32723**

 Email:

**This section to be completed by IC *Only IF IC has No Liability Coverage.*** (Reference Term 21 of Agreement)

Request to Waive Certificate of Insurance (COI) Proof of Liability Coverage Requirement: [ ]

By checking the ‘Request to Waive COI/Proof of Liability Insurance Requirement’, IC hereby attests that it has no liability insurance coverage in place during the execution of this agreement to cover IC’s services, actions or business activities. If the above Waive Request is granted, IC understands this only applies to proof of liability coverage on a COI, and does not negate or waive the indemnification terms of this agreement. Should any claims or damages occur due to the actions or misconduct of IC or its staff, Term 6 and 19 shall apply as well as any liability policies that may later be found that are applicable to IC’s actions and performance of this agreement and any related such claims or incidents.

IC Initials: Request Approved by Risk Management: [ ]  No [ ]  Yes, date

Contact Information: Finance Office- Unit 8318 | Email: accountpayable@stetson.edu | Phone: 386-822-7295

**ADDENDUM TO ENTERTAINMENT/ARTIST**

**CONTRACTOR AGREEMENT BETWEEN**

**STETSON UNIVERSITY, INC. AND .**

 (Artist, Agent and/or Company Name)

**Check Here if Artist has Attached a Contract Rider** **[ ]**

**Use this section to include additional information and details pertaining to Artist Agreement and/or Provisions:**

**Check Here if Information is attached** **[ ]**

**Use this section to include any Special Requests:**

**Check Here if Special Requests are attached [ ]**

**CERTIFICATE OF INSURANCE**