KENTUCKY STATE UNIVERSITY

PERFORMANCE CONTRACT

Purchase Order Number:

Requesting Department:

KSU Point of Contact:

This Contract is made and entered into on by and between Kentucky State University ("KSU") and:

Name ("Presenter"):

SSN or EIN:

Address:

City: State: Zip Code:

SERVICES
The Presenter agrees to perform the services described below:

The Presenter agrees to perform the services on

The services shall be performed at

PAYMENT
As consideration for the services described above, KSU agrees to pay the Presenter a total sum not to exceed $

KSU and Presenter agree that travel costs and other related expenses must be included in the above sum and that such costs and expenses shall not be paid separately.

Payment shall be made in the following manner:

Final payment will be made within thirty (30) working days of completion of the services and KSU's receipt of a detailed invoice.

MISCELLANEOUS
KSU agrees to provide the following equipment, provisions, or stage arrangements:

CONTRACT PROVISIONS

1. **Documentation**. The Presenter shall maintain supporting documents to substantiate invoices and shall furnish same if required by KSU.

2. **Governing Law**. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this Contract. KSU and the Presenter agree that any legal action brought on the basis of this Contract shall be filed in Franklin County Circuit Court. KSU and the Presenter shall be responsible for their own attorneys' fees and litigation costs.

3. **Cancellation**. KSU and the Presenter reserve the right to terminate this Contract without cause upon at least thirty (30) days' written notice. In the event that the performance of any part of this Contract is prevented by any cause beyond the reasonable control of KSU or the Presenter, KSU and the Presenter shall both be relieved of their obligations hereunder with respect to the services scheduled as set forth above, except that the Presenter shall promptly return any deposit paid by KSU. KSU and the Presenter shall make reasonable efforts to reschedule the engagement at a mutually convenient date.

4. **Payment**. KSU will remit payment within thirty (30) working days of receipt of the Presenter's invoice in accordance with KRS 45.453 and KRS 45.454. Payments are predicated upon successful completion and acceptance of the services described above. Invoices for payments shall be submitted via email to accounts.payable@kysu.edu.

5. **Conflict-of-Interest and Principles**. The Presenter certifies that he or she is legally entitled to enter into this Contract with KSU and certifies that he or she will not violate any conflict-of-interest statute (KRS 45A.330–45A.340, 45A.990, 164.390, or any other applicable statute) or KSU's Ethical Principles and Code of Conduct.

6. **Discrimination Prohibited**. The Presenter warrants that he or she complies with all Kentucky and federal disabilities laws and regulations. The Presenter further warrants that the services to be provided under this Contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth in Title 36, Code of Federal Regulations, Part 1194. The Presenter agrees to promptly respond to and resolve any complaint regarding the accessibility of his or her services. Failure to comply with these requirements shall constitute a material breach and grounds for termination of this Contract.

7. **Campaign Contributions**. The Presenter hereby swears that neither he or she, nor any member of his or her immediate family having an interest of ten (10) percent or more in any business entity involved in the performance of this Contract, contributed more than the amount specified in KRS 121.056(2) to the campaign of the Kentucky gubernatorial candidate elected during the election last preceding the date of this Contract. Additionally, the Presenter swears under penalty of perjury that neither he or she, nor the company that he or she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of this Contract to him or her or the Company that he or she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

8. **Indemnification**. The Presenter agrees to indemnify and hold harmless KSU, its governing board, officers, agents, and employees against any injury, loss, damage, or any other liability arising from the services to be performed, or from any breach of this Contract, except for injury, loss, damage, or any other liability resulting directly from KSU's willful negligence or misconduct.

9. **Laws, Regulations, and Policies**. The Presenter shall comply with all University policies, rules, and regulations, as well as all applicable municipal, county, state, and federal ordinances, laws, rules, and regulations when providing the services described above, including, without limitation, obtaining any necessary permits and licenses, and paying any applicable royalties.

10. **Independent Contractor**. The Presenter is an independent contractor for KSU. Therefore, KSU is not responsible for any Social Security contributions pursuant to 42 U.S.C. § 418. The Presenter shall be responsible for the payment of any taxes due on any monies received by him or her. Upon KSU's request, the Presenter shall submit a completed W-9 or any other required forms.

11. **Amendments**. This Contract shall only be assigned or amended through written amendments duly executed by the Presenter and KSU.

12. **Entire Agreement**. This Contract constitutes the entire agreement between KSU and the Presenter with respect to the subject matter hereof and supersedes any and all prior understandings and agreements—written and oral—relating hereto. If any part of this Contract is held to be illegal or invalid, all remaining parts of this Contract shall continue in full force and effect.

When signed by the Presenter and KSU, this Contract constitutes a full agreement as to the terms and conditions contained herein.

KENTUCKY STATE UNIVERSITY:

Prepared and Recommended by:

_____
Name

_____
Title

_____
Date

Agreed and Accepted by:

_____
Signature

_____
Name

_____
Title

_____
Date

PRESENTER:

Agreed and Accepted by:

_____
Signature

_____
Name

_____
Date