

LOYOLA UNIVERSITY PERFORMANCE AGREEMENT

This agreement is made and entered into this ____ day of _____, 20__, by and between _____ (“Performer/Contractor”), and Loyola University New Orleans (“Loyola University”), 6363 St. Charles Avenue, New Orleans, Louisiana, 70118.

WITNESSETH

THAT WHEREAS, the Performer/Contractor has submitted to Loyola University a proposal for the performance of certain services;

WHEREAS, the parties hereto desire to reduce the terms of this agreement to writing;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. Service: Contractor agrees to supply Loyola University the following professional services:
 Date and Time of Engagement: _____
 Place of Engagement: _____

2. Payment: For the professional services described above, Loyola University shall pay the Performer/Contractor _____, (\$_____). Loyola University payment terms is upon receipt and approval of Performer/Contractor’s original invoice.
3. Relationship. The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Performer/Contractor shall not become an employee of Loyola by acting under this Agreement and Performer/Contract shall be responsible for the payment of any taxes and social security contributions owing from the above compensation.
4. Miscellaneous. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Louisiana, and venue in Orleans Parish. This Agreement may not be assigned without the written consent of the other party. Any signed document transmitted by fax shall be considered an original document and shall have the binding and legal effect of an original document.
5. Exhibit 1 is incorporated by reference.

The foregoing terms are agreed to and accepted by:

LOYOLA UNIVERSITY NEW ORLEANS

PERFORMER/CONTRACTOR

By: _____

By: _____

Print Name: _____

Date: _____

Date: _____

ATTACH COMPLETED AND SIGNED IRS FORM W-9

Exhibit 1
Required Contract Clauses

The following provisions are incorporated into the existing performance agreement between _____
_____ (“Performer/Contractor”) and Loyola University New Orleans
 (“Loyola University”):

ALTERNATIVE DISPUTE RESOLUTION: The parties agree that in the event of any dispute arising under, or relating to, this Agreement, parties shall make a good faith attempt to resolve such dispute by alternative dispute resolution process prior to filing litigation, on such terms as the parties find acceptable. The mediation shall take place in Orleans Parish, in the state of Louisiana. Each party shall bear the cost of its own legal fees and expenses.

AUTHORITY: The persons signing this Agreement on behalf of Loyola University New Orleans and the Contractor warrant that he/she has the authority to execute this agreement according to its terms on behalf of Loyola University and the Performer/Contractor.

COMPLIANCE WITH LAW: _____ shall certify that he or she is in compliance with all applicable state and federal laws, including licensing or code requirements.

ENTIRE AGREEMENT: This agreement constitutes the entire agreement and supercedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

NON-DISCRIMINATION: Contractor agrees that in providing the described services not to discriminate on the basis of religion, race, color, sex, national origin, age, disability status, ethnicity, military/veteran status, sexual orientation, gender identification, genetic information, marital status, citizenship status, or any other characteristic, unless required by law.

FORCE MAJEURE: In the event the premises are rendered unsuitable for the conduct of activities or events by reason of Force Majeure, Loyola University New Orleans may terminate this agreement by written notice following such casualty and Loyola University New Orleans shall not be responsible for any damages sustained by user but user shall be entitled to a pro rate return of any sum paid or any other acceptable arrangement mutually agreed to by the parties. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of Loyola University New Orleans.

INDEMNIFICATION: _____ agrees to defend and hold Loyola harmless from legal liability resulting solely from negligent acts on the part of _____, its employees, or agents.

REIMBURSEMENT/TRAVEL: Loyola University reimburses travel expenses according to its policies applicable to its employees. Contractor must submit an invoice for any travel reimbursement requested, specifying its expenses, and attach original receipts for airfare and hotel expenses.

TERMINATION: This contract may be terminated in whole or in part in writing by Loyola University New Orleans for its convenience, provided that _____ is given not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

TAXES: As an independent contractor, _____ shall be responsible for the payment of any taxes due on any monies received.