

\_\_\_\_\_

One payment, via check, following completion of the performance, of \$ \_\_\_\_\_

Other: \_\_\_\_\_, in the amount of \$ \_\_\_\_\_

Reimbursement for expenses set forth above shall not exceed the amounts and types approved for employee reimbursement pursuant to Marquette University Policy and Procedure I-09. A copy of such policy is available upon request. Performer must submit a completed W-9 form prior to performance in order to receive payment. If Performer does not return a fully executed contract to Marquette at least ten working days prior to the Event, the check will be mailed to Performer after the event.

2. Deposit. Marquette shall not make advance payment, deposit or post bond.
3. Approval of Other Performers/Substitute Performers. Both parties agree that the appearance of any other

10. Dressing Room. Marquette shall provide a well-lit, climate-controlled and lockable dressing room to Performer, upon request.

11. Merchandising ODUTXHWWH VKDOO SURYLGH DQ DSSURSULDWH ORFDWLR merchandise. Eighty percent (80%) of receipts shall go to Performer and twenty percent (20%) of receipts shall go to Marquette.

12. Modification of Agreement. It is understood and agreed that this Agreement may not be changed, modified or altered, except by mutual agreement of both parties. All changes to the contract for this engagement must be initialed by authorized signatories of both parties OR changes may be implemented via a separate written document signed by both parties.

13. Assignment. This Agreement may not be assigned without the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of and shall be enforceable by and against the parties and their successors and assigns.

14. Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Wisconsin. If any term or provision of this document shall be held illegal, unenforceable, or in conflict with any law governing this document, the validity of the remaining portions shall not be affected thereby.

15. Authority. Each party hereby certifies that it has all necessary authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

16. 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 shall not become an employee of Marquette by acting under