

APPEARANCE AGREEMENT

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as (Agent or Speaker/Lecturer) and THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, hereinafter referred to as (University.)

WITNESSETH:

1. University hereby engages the services of \_\_\_\_\_ (Agent or Speaker/Lecturer) to provide for the University the appearance of \_\_\_\_\_ (Speaker/Lecturer) for a presentation/speaking engagement at the time and place and under the conditions hereinafter set forth:

a. Date of Presentation/Speaking Engagement: \_\_\_\_\_

b. Time of Presentation/Speaking Engagement: \_\_\_\_\_

c. Topic or Title of Speech: \_\_\_\_\_

d. Location for Presentation/Speaking Engagement: \_\_\_\_\_

2. e. Additional Special Conditions, e.g., master classes, luncheon meeting, news conference, rounds, etc. \_\_\_\_\_

\_\_\_\_\_ University agrees to pay Agent or Speaker/Lecturer the sum of \_\_\_\_\_ Dollars (\$) for the services by Speaker/Lecturer called for hereunder, payment to be made by University check or electronic funds payment within 14 days from completion of services hereunder. The Payee's mailing address is: \_\_\_\_\_

a. Pursuant to 143.183 (RSMo 2000) the University is required to deduct and withhold state tax from payments to individuals, partnerships, and corporations who are not residents of Missouri or that are not registered as a corporation in this state for any vocal, instrumental, musical comedy, dramatic, dance or other similar performance conducted in this state before a live audience, if the amount of the payment is in excess of \$300. This tax is applicable to speaking engagement only when admission to the event is charged. The amount of the tax is 2%.

b. All payments may be subject to federal tax regulations regarding withholding of income tax on payments to nonresident aliens (NRA's) that may be as high as 30%.

3. That all correspondence relating to the presentation/speaking engagement shall be directed to \_\_\_\_\_ for the University.

4. Either party may cancel the appearance and both parties thereto shall be released from any liability hereunder if, in the judgment of The Curators of the University of Missouri, it is impractical or undesirable to present such performance due to such accidents, or accidents to means of transportation, riots, strikes, epidemics, destruction of the appearance location, acts of God, sickness, acts or regulations of governmental or school authorities, or other legitimate conditions beyond the control of The Curators of the University of Missouri, as may either prevent appearance or render receipt of appearance valueless; and if Agent and/or Speaker/Lecturer or one or more member of the production cannot appear because of ill health, physical disability or other reasons beyond the control of the Agent and/or Speaker/Lecturer, or if Agent and/or Speaker/Lecturer be prevented by acts of God, regulation of public authority or other circumstances beyond the control of the Agent and/or Speaker/Lecturer from presenting or appearing for the engagement.

5. Debarment and Suspension Certification – The Agent and/or Speaker/Lecturer certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives, executed this agreement as of the day and year first above written.

THE CURATORS OF THE UNIVERSITY  
OF MISSOURI

SPEAKER/LECTURER