



PERFORMANCE CONTRACT
WORCESTER STATE UNIVERSITY
OFFICE OF STUDENT INVOLVEMENT & LEADERSHIP DEVELOPMENT
 486 CHANDLER STREET, WORCESTER, MA 01602-2597, TEL. (508) (929-8073) FAX (508) 929-8104

This contract, the University rider, and when applicable, the Commonwealth of Massachusetts Terms and Conditions, when signed by both parties shall constitute the sole, and complete, agreement for the personal services of (Performer(s)/Group Name) as made this 28 of February, 2018 between WSU OSUD here-in after called "SPONSOR"), and New England Reptile Show (here-in after called "ARTIST").

1. ARTIST(S) GROUP NAME: New England Reptile Show
2. SPONSORING GROUP/ORG.: Proctus - \$200 OSUD - \$100
3. DATE OF PERFORMANCE(S): Friday April 20 2018
4. TYPE OF PERFORMANCE(S): petting zoo
5. PLACE(S) OF PERFORMANCE(S): May Street Auditorium
6. LENGTH OF PERFORMANCE(S): 3 hours
7. TIME(S) OF PERFORMANCE(S): 7-10pm
8. WAGES AGREED UPON: \$300
9. DATE TO BE PAID ON/BY: see WSU rider
10. PAYEE'S NAME: New England Reptile Show
11. PAYEE'S TELEPHONE #: 978 730 8370
12. PAYEE'S ADDRESS: 108 Main Street, South Barre, MA 01074
13. PAYEE'S E-MAIL: info@newenglandreptileshow.com
14. ARTIST SHALL HAVE ACCESS TO USE PLACE OF PERFORMANCE ONE HOUR PRIOR TO PERFORMANCE.
15. ARTIST AGREES TO USE PREMISES SOLELY FOR THE PURPOSE OF PRESENTING THE PERFORMANCE LISTED ABOVE, AND WILL OCCUPY SAID PREMISES ONLY DURING THE TIME(S) SPECIFIED ABOVE, TO INCLUDE PREPARATION, PERFORMANCE, AND REASONABLE BREAK-DOWN TIME.
16. ADDITIONAL SOUND, EQUIPMENT, OR SPECIAL REQUIREMENTS:
Access to electricity tables provided by venue,
will arrive 30 minutes early

(Signature of Artist or Representative) _____ (PRINT) _____ (DATE) _____

RECOMMEND APPROVAL: FOR SPONSOR (BY OFFICER OF SPONSORING GROUP/ORGANIZATION)

[Signature] _____ (PRINT) _____ (DATE) _____

RECOMMEND APPROVAL: (BY STUDENT INVOLVEMENT STAFF)

[Signature] _____ (PRINT) Kristine McNamee (DATE) 3/9/18

REVIEWED AND APPROVED: (ASSOCIATE DEAN, STUDENT AFFAIRS):

[Signature] _____ (DATE) 3/16/18

Rev 6/2015

THIS CONTRACT MUST BE SIGNED BY THE DEAN BEFORE PUBLICIZING THE EVENT

OPERATIONAL SERVICES DIVISION, OFFICE OF THE COMPTROLLER & HUMAN RESOURCES DIVISION

EMPLOYMENT STATUS FORM

FOR DETERMINING STATUS OF CONTRACT EMPLOYEE/INDEPENDENT CONTRACTOR

INDIVIDUAL CONTRACTOR NAME: New England Reptile Show

PROJECT/CONTRACT DESCRIPTION/##: _____

Departments are required to determine the type of work to be performed and whether it qualifies for contract employee or independent contractor status PRIOR TO PROCURING THE SERVICES. Once an individual contractor is hired, this form must be completed and filed with the contract. Pursuant to M.G.L. c. 149, s. 148B, an individual contractor is presumed to be a contract employee unless they meet all factors of the three-factor test (below). The department must attach any relevant documentation in order to support independent contractor status.

<p>Three Factor Test and Factors to Consider. Check the appropriate column box for each of the three numbered factors of the test. If the answer to <u>any</u> of the factors below is "FALSE/NO", then the overall answer should be "NO" and the individual should be a contract employee. Below each of the three test factors are additional factors to consider in determining each respective test factor.</p>	<p>TRUE YES</p>	<p>FALSE NO</p>
<p>1. The individual is free from control and direction in connection with the performance of the service, both under his/her contract for the performance of service and in fact.</p>	<p>✓</p>	
<p>a. The department does not provide instructions to the worker about when, where, and how he or she is to perform the work, does not set the work hours and daily schedule as it would for its employees and the worker is not required to perform the services in a standard or predefined order or sequence set by the department. The department does not provide the same or similar training to the worker to perform the work for the department that it provides to its other employees.</p>		
<p>b. The department does not hire, supervise and pay assistants for the worker or pay for business or traveling expenses of the worker (unless travel is negotiated as a requirement of the contract and costs are negotiated). Any assistance needed by the worker is self-provided since the worker may not supervise department staff.</p>		
<p>c. The work relationship between the department and the worker will not continue beyond the current project/contract. If the individual is continually hired from project to project and maintains an ongoing contractual relationship with the department, the answer to this section is "NO" and the presumption will be that the individual should be a contract employee unless all other factors support independent contractor status.</p>		
<p>d. Work is performed on the department's premises with limited access to department resources only to the extent necessary to perform services and not because the worker does not have available facilities or equipment. The worker furnishes his/her own tools, materials and equipment, relies little on department support resources, and has a significant investment in his/her own facilities.</p>		
<p>e. Worker is required to submit oral or written reports to the department documenting work status because department is not overseeing day-to-day performance.</p>		
<p>2. The service is performed outside the usual course of the business of the employer.</p>	<p>✓</p>	
<p>The services performed by the worker are not integrated into the department's business operations. If the services or work performed are the same or similar as work performed by other state employees, or the department as a whole, the answer to this section is "NO" and the individual will be a contract employee.</p>		
<p>3. The individual is customarily engaged in an independently established trade, occupation, profession or business as services provided for the department.</p>	<p>✓</p>	
<p>The worker does not devote substantially full time to the business of the department. The worker provides services for more than one client at a time or to the general public. If the individual's business is substantially subsidized by a single department with limited funding from other clients, the answer to this section is "NO" and the individual will be a contract employee.</p>		

The department hereby certifies to the best of their knowledge and belief that the individual contract relationship described above qualifies as (select only one):

Contract Employee OR

Independent Contractor

Signature

Eric J Erickson

Printed Name

Title

owner

Date

3/16/15



COMMONWEALTH TERMS AND CONDITIONS

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the

official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

Eric J Erickson
(signature)

Print Name: Eric Erickson

Title: Owner

Date: 3-15-2018

(Check One): Organization Individual

Full Legal Organization or Individual Name: Eric Erickson

Doing Business As: Name (If Different): New England Reptile Shows

Tax Identification Number: 814367967

Address: 105 Conant Street Gardner, MA 01440

Telephone: 9787308370

FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: *Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108* in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

WORCESTER STATE UNIVERSITY


PERFORMANCE CONTRACT

ADDITIONAL TERMS AND CONDITIONS

1. The Artist or Agent must fax or call Worcester State University between the hours of 9 AM to 5 PM on the day preceding the performance stating the expected time of arrival, lodging details, the mode of transportation, name of person in whose name group is registering, and expected time of arrival of material and crews unless previously agreed to in this contract. If any unavoidable delay is incurred in the arrival, the Artist or his/her Agent must call the above-named person so that the announcements may be made.
2. If a rehearsal is not required, the Artist must make his/her whereabouts known to Worcester State University sixty (60) minutes prior to the scheduled start of the performance and must be at the performance site at least thirty (30) minutes prior to the start of the scheduled performance.
3. Subject to the consent of the WSU, the Artist shall have the right to sell merchandise in an agreed upon area at the performance. The sale of said merchandise, including the personnel to sell these items, is the sole responsibility of the Artist. Artist receives 80% of sales. WSU is to retain 20% of our proceeds of such sales.
4. The Worcester State University is not responsible for any equipment not specifically stated in the Contract. The Artist agrees that if he does not use the equipment required in the Contract, he shall pay for all rental costs of said equipment. The Agency accepts and understands the technical capabilities of WSU. The Agency also agrees that said facilities are acceptable for all performances.
5. Neither WSU nor the Artist shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of the cause beyond their control and without their fault or negligence. Such causes may include but are not limited to: Acts of God or of a public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. WSU agrees to notify the agent or performer in a timely fashion if classes are cancelled. Every effort will be made to reschedule the program at a mutually acceptable time.
6. No deposits or advance payments shall be made prior to performance.
7. This Contract shall be construed, governed and interpreted pursuant to the laws of the Commonwealth of Massachusetts.
8. In the event of any conflict, inconsistency, or discrepancy between the provisions of the Artist contract and/or rider and the provisions of the Worcester State University Contract and rider, the provisions of the Worcester State University Contract and rider shall in all respects govern and control.
9. The Representative of Worcester State University, in signing this Contract, warrants that he signs as a properly authorized agent of Worcester State University and does not assume any personal liability for meeting the terms of the Contract.
10. Said agreement must be signed by the artist or his/her representative and returned to Worcester State University no later than five business days prior to the engagement. This Contract shall automatically be withdrawn without further notice and this Contract shall be completely null and void unless otherwise agreed in writing by both parties.
11. The Governor or his/her designee, the Secretary of Administration and Finance and the state auditor or his/her designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of vendor which pertain to the performance of the provisions and requirements of this Contract.
12. Alcoholic beverages are prohibited from being brought on the Campus by the Artist or support persons. If the Artist is suspected of being under the influence of alcohol or any controlled substance, Worcester State University personnel shall have the right to cancel the Contract without any liabilities. University Personnel may also ask any person they suspect of being under the influence of alcohol or any controlled substance to leave said premises.
13. Guests of the Artist will not be permitted access to the place of engagement without written approval from both parties at least 24 hours prior to performance. Guests may be limited by Worcester State University prior to the performance date.

14. The Artist will be responsible for all load in and load out of equipment unless otherwise agreed by both parties.
15. The University cannot guarantee payment at the conclusion of performance. WSU will make every effort to process paperwork necessary for check issuance in time for performance date.
16. The Artist shall remain in the scheduled building until performance is completed and leave Worcester State University premises within a reasonable time following completion of the performance.
17. Any stage requirements, etc must be agreed upon prior to the performance and subject to the approval of Worcester State University.
18. If the Artist breaches any term or condition of this Contract or fails to perform or fulfill any obligation required by this Contract, the University may terminate this Contract by giving written notice to the Artist. The notice shall state the circumstances of the alleged breach, and at the University's option, may state a reasonable period during which the breach may be cured. The University reserves the right to terminate this Contract immediately upon the Artist's receipt of written notice.
19. Pursuant to M.G.L. c.29, §30, Commonwealth departments are prohibited from insuring Commonwealth property. If applicable, a Certificate of Liability Insurance (professional or personal injury) may be required from the Artist naming WSU as a party insured.
20. No amendments to this Contract shall be effective unless executed by authorized representatives of both parties.
21. Incendiary devices of any kind, e.g. smoke machines, torches, etc., are prohibited.

For Artist:




Signature

Eric Erickson
Name

Date: 3/16/18

For Worcester State University:



Signature

Kristie McJanera
Name

Date: 3/9/18

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
 Eric Erickson

Business name, if different from above. (See Specific Instruction on page 2)
 New England Reptile Shows

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other

Legal Address: number, street, and apt. or suite no.
 105 Conant Street

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code
 Gardner MA, 01440

Phone # (978) 730-8370 **Fax #** () **Email address:**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN), if you do not have a number, see How to get a TIN on page 2.
 Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

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OR
Employer identification number

8	1	4	3	6	7	9	6	7
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DUNS

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Vendors:
 Dunn and Bradstreet Universal Numbering System (DUNS)

Part II Certification

Under penalties of perjury, I certify that

- 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
- 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 Services (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, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No Yes If yes, in compliance with the State Ethics Commission requirements.

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 have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here Authorized Signature 

Date 3/15/2018

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding.

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only, or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.