

GUEST ARTIST AGREEMENT

South Texas College

South Texas College, a public institution of higher education created under Texas law ("STC"), and _____ ("Artist") agree that the following terms and conditions will apply to the services provided under this **Guest Artist Agreement** ("Agreement"). This Agreement shall be signed by both parties and shall be effective on the date of the last signature ("Effective Date").

1. ENGAGEMENT AND SERVICES

1.1 STC contracts with the Artist for services including speaking, providing demonstrations, performing and lecturing on the date(s) and the time period(s) as more fully described in **Attachment "A"** (the "Services") which is incorporated herein for all purposes.

1.2 This Agreement shall not be renewed by its own terms, and any further services provided by the Artist beyond the term of this Agreement shall require the execution of a new agreement.

2. ARTIST REPRESENTATIONS AND WARRANTIES

2.1 The Artist hereby grants to STC the right to use the Artist's name, biography, website, email address, photograph and likeness in, and in connection with, all forms of advertising, information programs to promote the event(s) that result from the Services.

2.2 The Artist shall not make any reference to STC in any promotional material, except as a professional reference, without STC's prior written authorization.

2.3 The Artist represents and warrants that:
a) the Artist has full power and authority to enter into and fulfill its obligations under this Agreement; and
b) none of the Services infringe on the intellectual property rights of any other person or entity, and STC shall have the right to receive and use the Services without any restriction or obligation to any other person or entity.

2.4 If it is a corporation, partnership, limited partnership, limited liability partnership, or limited liability company, the Artist is duly organized, validly existing and in good standing under the laws of the state of its organization and is authorized to do business in the State of Texas.

2.5 The Artist agrees that:
a) the Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession and industry practicing in the same locality;
b) if the Agreement requires the Artist's presence on STC's premises or in STC's facilities, the Artist will, and will cause its employees, representatives and agents, if any, to comply with all applicable STC rules and policies including those relating to personal health, security, environmental quality safety, fire prevention, noise, smoking, parking, access restrictions and security directives;
c) all persons, including the Artist's owners, officers, employees, agents, and any authorized subcontractors, who are in charge of or responsible for any of the Services, are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction; and, d) the Artist has acquired any licenses, certifications and permits that are needed to provide the Services.

2.6 Each individual who performs any of the Services must be the Artist or an employee of the Artist or an employee of a subcontractor engaged by the Artist. The Artist is responsible for the performance of all individuals performing any of the Services. If requested by STC, the Artist will provide STC with a list of all individuals who perform any of the Services ("List") and cause an appropriate criminal background screening to be performed on all such individuals. The Artist will not knowingly assign any individual to provide any of the Services on STC's campus or other premises who has a history of criminal conduct unacceptable for a college campus or facility including violent or sexual offenses. The Artist will update the List each time there is a change in the individuals assigned to perform any Services. If requested by STC, the Artist will provide a letter signed by an authorized representative

	certifying compliance with this section. The Artist will provide STC with an updated certification letter each time there is a change in the individuals assigned to perform any of the Services.
2.7	The Artist agrees to abide by all STC rules, regulations and policies of which the Artist has actual knowledge as well as all federal, state, and local laws, regulations and ordinances that are applicable in the performance of the Services and acknowledges that any alterations, additions, or deletions to the terms of this Agreement that are required by changes in the applicable laws and regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
2.8	The Artist must obtain STC's written consent prior to subcontracting any portion of the Services or changing any previously approved subcontractor. In any subcontract agreement, the Artist shall, unless STC otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions substantially similar to those in this Agreement.
3.	FEES AND EXPENSES
3.1	In consideration for providing the Services, STC shall pay the Artist and reimburse the Artist for expenses incurred, if any, as set forth in Attachment "A."
3.2	Except as specified in Attachment "A," STC shall not compensate the Artist or reimburse the Artist for any expenses or costs incurred.
4.	INDEMNITY
4.1	THE ARTIST SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS STC, STC'S BOARD OF TRUSTEES AND THE STATE OF TEXAS AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL DAMAGES, COSTS, SUITS, ACTIONS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY KIND, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED IN INVESTIGATING, DEFENDING OR SETTling ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE SERVICES PROVIDED UNDER THE AGREEMENT, TO THE EXTENT CAUSED BY THE ACTS, OMISSIONS OR WILLFUL MISCONDUCT OF THE ARTIST OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS. IN ADDITION, THE ARTIST WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE SERVICES PROVIDED UNDER THE AGREEMENT.
5.	RELATIONSHIP
5.1	In performing the Services, the Artist is, and undertakes performance thereof, as an independent contractor with sole responsibility for its own debts, obligations, acts, and omissions as well as for all persons employed in connection with the Agreement, including exclusive liability for the payment of all federal, state, and local unemployment and disability insurance premiums and fees as well as all social security and other taxes and contributions payable in respect of such persons, from and against which liability The Artist agrees to indemnify, exonerate and hold harmless STC. The Artist shall have no authority to act for or on behalf of STC or the State of Texas except as expressly provided for in the Agreement; no other authority, power or use is granted or implied. The Artist may not incur any debt, obligation, expense or liability of any kind on behalf of STC or the State of Texas.
5.2	This Agreement is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Agreement as a third-party beneficiary or otherwise.
5.3	The Artist shall be responsible for the payment of any taxes due on any monies received under this Agreement, and the Artist acknowledges that the Artist is not covered by workman's compensation or any other insurance policy held by STC.

5.4	STC strictly adheres to all statutes, court decisions and opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"). Unless otherwise informed Artist in writing, STC shall consider all information, documentation and any other materials requested to be submitted in connection with the Agreement to be of a nonconfidential and non-proprietary nature and therefore subject to public disclosure under the TPIA.	
6.	NOTICES	
6.1	All notices must be in writing and addressed to the other party's primary contact listed in 6.2. Notices can be by email and will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).	
6.2	Artist:	STC: South Texas College Attn: 3201 West Pecan Blvd. McAllen, TX 78501 (956) @southtexascollege.edu
7.	DEFAULT AND TERMINATION	
7.1	STC shall pay the Artist only for the Services actually provided by the Artist. STC has the right to deny all or any portion of the payment if the Artist fails to comply with the terms, conditions and obligations contained in this Agreement.	
7.2	If the Artist is in breach of any term of this Agreement, in addition to any other remedies STC may have at law or in equity, STC has the right to terminate this Agreement immediately, or, at STC's sole option, STC may give the Artist written notice of the breach and a reasonable time to remedy the default.	
7.3	Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.	
7.4	Artist agrees that STC may terminate this Agreement for convenience without liability of any kind by giving the Artist notice of the termination at least thirty (30) days prior to the Engagement Date set forth in Attachment A.	
7.5	THE ARTIST ACKNOWLEDGES THAT STC'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED EXCLUSIVELY TO, AND UNDER NO CIRCUMSTANCES SHALL EXCEED, THE MAXIMUM AMOUNT PAYABLE TO THE ARTIST SET FORTH IN ATTACHMENT A. STC SHALL NOT BE LIABLE TO THE ARTIST FOR ANY LOST REVENUES; INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR, EXEMPLARY OR PUNITIVE DAMAGES AS A RESULT OF STC'S DEFAULT OF THIS AGREEMENT.	
8.	AMENDMENT AND ASSIGNMENT	
8.1	Any amendment must be in writing, signed by authorized representatives of both parties, and expressly state that it is amending or modifying this Agreement.	
8.2	Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party and any attempt to do so shall be a breach of this Agreement and void.	
9.	ENTIRE AGREEMENT	
9.1	This Agreement sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. Any terms or conditions on a quote, purchase order, order confirmation, invoice, or other similar document related to this Agreement are void. This Agreement, and each of its provisions, shall inure to the benefit of, be binding upon, and be enforceable against each party hereto and their respective permitted successors, assigns, transferees and delegates.	
9.2	If a court of competent jurisdiction finds any provision of the Agreement illegal, unenforceable or beyond the contractual authority of either party, then the offending provision will be stricken and the remainder of the	

	agreement between the parties will remain in effect. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.
10.	GOVERNING LAW AND JURISDICTION
10.1	To the extent Texas Govt. Code Chapter 2260 is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General, must be used by STC and Artist to attempt to resolve any claim for breach of contract made by Artist that cannot be resolved in the ordinary course of business. STC's Vice President for Finance & Administrative Services will examine the Artist's claim and any counterclaim and negotiate with the Artist in an effort to resolve such claims.
10.2	ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE GOVERNED BY TEXAS LAW, EXCLUDING ITS CONFLICT OF LAWS RULES AND, SUBJECT TO THE PROVISIONS OF <i>TEXAS GOVT. CODE</i> CHAPTER 2260, WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF HIDALGO COUNTY, TEXAS; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.
10.3	This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to STC or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to STC or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
11.	COUNTERPARTS AND SURVIVAL
11.1	The parties may execute this Agreement using electronic signatures, electronic copies, and in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement.
11.2	The terms and conditions of this Agreement that by their nature require performance by either party after the termination of the Agreement, including, without limitation, confidentiality obligations, limitations of liability, exclusions of damages, indemnification obligations, and governing law, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this Agreement, shall be and remain enforceable after such termination of the Agreement for any reason whatsoever.
12.	ACKNOWLEDGEMENTS
12.1	If the Artist is a taxable entity subject to the Texas Franchise Tax (Texas Tax Code Chapter 171), the Artist certifies that the Artist is not currently delinquent in the payment of any taxes due under Chapter 171 or that the Artist is not subject to those taxes.
12.2	a) The Artist has not given or offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an STC employee, a member of STC's Board of Trustees or any public servant in the State of Texas in connection with this Agreement. b) Neither the Artist nor its principals, if any, are suspended or debarred from doing business with the state or federal government as listed on the <i>State of Texas Debarred Vendor List</i> maintained by the Texas Comptroller of Public Accounts and the <i>System for Award Management (SAM)</i> maintained by the General Services Administration.
12.3	In addition to any other obligations set forth herein, the parties acknowledge that they and their employees and agents may, during the term of the Agreement, come into possession of proprietary or confidential information owned by or in possession of the other. Neither party shall modify, reproduce, use for its own benefit, or otherwise disclose such information to another person, firm, corporation, or other organization, unless required by law.
12.4	The Artist represents and warrants that the provision of the Service or other performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

12.5	Pursuant to <i>Texas Local Govt. Code</i> , Chapter 176, STC is a “local governmental entity” as that term is defined in Chapter 176 and all vendors who contract or seek to contract with a local governmental entity such as STC may be required to complete a conflict-of-interest questionnaire (“CIQ”) if such vendor has a relationship with an officer of the local governmental entity who is considered a “local government officer” as defined by Chapter 176 or with a family member of such officer. If completion of a CIQ is required as of the effective date or at any time during the term of this Agreement, the Artist shall file the CIQ with STC’s Vice President of Finance & Administrative Services, with a copy to STC’s Director of Purchasing. At https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf , the Artist can find the official CIQ form along with a list of STC officers who are defined by Chapter 176 as “local government officers.”
12.6	Pursuant to <i>Texas Education Code</i> §44.034, STC, as a public junior college, is considered a “school district” as that term is defined in §44.034 and a person or business entity, excluding publicly-traded companies and certain vendors of library goods and services, that does business with a school district such as STC, must notify the school district if such person, or an owner or operator of such business entity, has ever been convicted of a felony, and must include in the notification a general description of the conduct which resulted in the felony conviction. At https://finance.southtexascollege.edu/purchasing/purchase/files/Form-Criminal-History.pdf , the Artist can find a Criminal History Disclosure Form (“CHDF”) which shall be used for this purpose. If the Artist is required to submit a CHDF pursuant to §44.034 as of the effective date or at any time during the term of this Agreement, the Artist shall send the CHDF to STC’s Vice President of Finance & Administrative Services, with a copy to STC’s Director of Purchasing.
12.7	Texas Education Code Section 51.3525 (<i>Responsibility of Governing Boards Regarding Diversity, Equity, and Inclusion Initiatives</i>) prohibits STC, whether acting through employees or third-party contractors, from engaging in certain activities as set forth in Subsection (b), Subdivision (1) and to adopt policies and procedures for appropriately disciplining, including by termination, any STC contractor who engages in conduct in violation of Subdivision (1). The Artist represents that this Agreement, including any services provided thereunder by the Artist, shall not violate Texas Education Code Section 51.3525 and acknowledges that if this Agreement is in violation of Section 51.3525, STC has the right to terminate the Agreement without liability in accordance with STC policies and procedures.
12.8	The parties acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date stated above.

ARTIST

By: _____

Name:	
Title:	
Date:	

SOUTH TEXAS COLLEGE (STC)

By: _____

Name:	
Title:	
Date:	

By: _____

Name:	
Title:	
Date:	

By: _____

Name:	
Title:	
Date:	

Attachment A

Engagement Date:	
Commencement Date:	Termination Date:
Description of the Services:	Artist shall:
Honorarium and Expenses*:	<p>Honorarium:</p> <p><u>Reimbursable Expenses (if any):</u></p> <p>Transportation:</p> <p>Lodging:</p> <p>Per Diem:</p> <p>Other _____:</p> <p>Total Expenses:</p> <p>Total Honorarium and Expenses Not to Exceed:</p>
<p>*Any expenses must be i) reasonable, ii) necessary in order to provide the Services pursuant to this Agreement, iii) actually incurred by the Artist, and iv) verifiable.</p>	
<p>Payment Terms: Unless otherwise indicated by STC, after the Artist concludes the Services, the Artist shall sign a Services Rendered Form (SRF) prepared by STC for payment processing.</p> <p>In lieu of the SRF, the Artist may submit an invoice. The invoice must describe the Services rendered and contain such other information and be accompanied by any documentation, such as expense verification receipts, reasonably requested by STC.</p> <p>If the Artist is in compliance with the Agreement, STC shall pay the Artist within 30 days of receiving either the signed SRF or the approved invoice.</p> <p>Note: In order to process the SRF or invoice, the Artist must provide, or have on file with STC, a current IRS form W-9.</p>	

Artist's Initials _____