

Performance Payment Request Form

Contractor:		INVOICE #:	
Address:		Date of Invoice:	
City, ST, Zip:			
Email:		CUA Contact Name:	
Phone:		CUA Contact email:	
University:	The Catholic University of America Accounts Payable – Leahy Hall #150 Washington, DC 20064	FOR: Dept. / School	
		Date From:	
PERFORMANCE/EVENT:		Date To:	
DESCRIPTION OF SERVICES/ SCOPE OF WORK	Services	Rate	Amount
		TOTAL:	

- Relationship:** The parties intend and agree that the status of Contractor is an independent contractor under this agreement and that no legal relationship is created by the arrangement represented herein. Contractor will not be considered an agent or employee of University for any purpose nor be entitled to any benefits that University provides to University's employees. Contractor is responsible for the reporting and payment of its own local, state, and federal income tax with-holding, Social Security/Medicare withholdings, and any other withholdings required by law.
- Liability:** The services will be performed by Contractor entirely at Contractor's risk. Contractor agrees to indemnify, defend, and hold University harmless from any and all third-party claims, judgments, damages, liabilities and costs caused by, arising out of or in connection with its (or its employees'/agents'/assigns') provision of the services, including the use of any vehicle or equipment, unless due to the negligence or willful misconduct of University.
- Insurance:** Contractor is required to maintain its own health, liability, accident, vehicle, and other applicable insurance, none of which is the obligation of University, in amounts adequate to satisfy Contractor's indemnification obligations pursuant to Sections 2 and 5.
- Payment:** University will pay Contractor the "Total" amount noted above for the services performed under this agreement. Payment will be made upon verified satisfactory completion of 100% of the services.
- Intellectual Property:** Contractor grants to University the non-exclusive right to reproduce, distribute copies, perform publicly, and display Contractor's performance in whole or in part, in print and digital form, along with the non-exclusive right to make derivative works of Contractor's performance. Contractor warrants and guarantees that Contractor's performance does not and will not infringe any copyright law or any other laws, and agrees to indemnify University against any claims or demands arising out of distribution or publication of Contractor's performance.
- Recording.** Contractor agrees that University and media representatives may photograph and/or make a digital recording of Contractor during the performance and University shall own the copyright in the recording, and shall have the rights to reproduce and distribute the photos and digital recording in digital and print media, and any other media now known or hereinafter discovered.
- Drug-Free Workplace:** University strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled drugs or alcohol on University's campus. University does not permit marijuana for any purpose; individuals who qualify under local law to use marijuana may not possess, store, use, or share marijuana on University-owned or controlled property or during University-sponsored events.
- Governing Law:** This agreement shall be governed by and construed under the laws of the District of Columbia. This agreement represents the entire agreement of the parties and shall supersede and replace all prior agreements and understandings, whether verbal or written, between the parties pertaining to its subject matter, and may not be amended unless the same shall be in writing and signed by the parties.

Contractor Signature

Print Name

Date: