

C O N T R A C T
2016 Pop Art

Purdue University for

This Agreement entered into this 5th day of April, 2016 by and between Purdue Night Train at 1198 Third St. Krach rm. 365 WL 47907 (hereinafter called the "Artist") and the City of West Lafayette (hereinafter called the "City").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Artist agree as follows:

ARTICLE 1. Engagement.

The Artist hereby agrees to provide and perform their art at their assigned location and at their assigned time.

ARTICLE 2. Scope of Work.

The Artist agrees to perform two (2) performances of dance for the Pop Art project. The performances will take place at Payless Shopping Center at 1032 Sagamore Parkway West, West Lafayette, IN 47906 and Dog-N-Suds at 401 Sagamore Parkway West, West Lafayette, IN 47906, on April 15, 2016. Photographic reproductions of the performances may be used for marketing purposes.

ARTICLE 3. Product of the Work.

The Artist will have completed the terms of this contract when the above mentioned work has been completed in accordance with the specifications, all required documentation has been submitted to the City and the work and documentation have been approved by the City.

ARTICLE 4. Payment.

The City agrees to pay the Artist Four Hundred Dollars (\$400.00) for two (2) performances. For payment an invoice must be submitted to the City in compliance with the City of West Lafayette's procedures. Payment will be made within thirty (30) days of submission of the invoice to the City. The Artist shall be responsible for payment to all sub-contractors and vendors of the Artist.

ARTICLE 5. Termination of Agreement.

In the event Artist fails to furnish materials or execute work in accordance with the provisions of this Agreement, or fails to proceed with or complete the work within the time limit specified in this Agreement, or if the provisions of this Agreement are otherwise violated by the Artist, the City may send a written notice to the Artist indicating he is in default of this Agreement. Said notice shall contain the reason for the City's intent to declare Artist at fault and unless within ten (10) days after service of said notice, the violation shall cease, the Artist, by written notice, shall

be declared in default, his right to proceed under the Agreement terminated, and the Agreement shall terminate.

ARTICLE 6. Indemnification.

The Artist agrees to indemnify and hold the City of West Lafayette, its officers, agents, officials, and employees harmless from any and all claims, actions, causes of action, judgments, and liens arising out of any act or omission by the Artist or any of its officers, agents, employees, or sub-Artists, vendors or sub-contractors. Such indemnity shall include attorneys' fees, all costs, and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

ARTICLE 7. Enforcement.

Notwithstanding any term herein to the contrary, in the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including reasonable attorney fees.

ARTICLE 8. Severance.

The intent of the parties is that this Agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

ARTICLE 9. Contract Documents.

The contract documents include this Agreement and the Request for Proposals which outlines the scope of the project. Said documents are hereby incorporated into and made part of the Agreement the same as if herein fully set forth.

ARTICLE 10. Records.

The Artist will maintain proper records for review by the City.

ARTICLE 11. Date of Completion.

The performance shall take place on April 15, 2016.

ARTICLE 12. Engaging in activities w/Iran.

By signing this Contract, Artist certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

ARTICLE 13. E-Verify.

CMB 4/5/16 Artist shall comply with E-Verify Program as follows:

*Purdue University is the payee and as such, is unable to enter into this E-Verify program but has provided our current W9 to indicate pay status. Payee is Purdue University.

X _____

a. Pursuant to IC 22-5-1.7, Artist shall enroll in and verify the work eligibility status of all newly hired employees of Artist through the E-Verify Program ("Program"). Artist is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. Artist and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Artist or its subcontractors subsequently learns is an unauthorized alien. If Artist violates this Section 7(b), the City shall require Artist to remedy the violation not later than thirty (30) days after the City notifies Artist. If Artist fails to remedy the violation within the thirty (30) day period, the City shall terminate the contract for breach of contract. If the City terminates the contract, Artist shall, in addition to any other contractual remedies, be liable to the City for actual damages. There is a rebuttable presumption that Artist did not knowingly employ an unauthorized alien if Artist verified the work eligibility status of the employee through the Program.

c. If Artist employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new contractor.

d. Artist shall, prior to performing any work, require each subcontractor to certify to Artist that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Artist shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Artist determines that a subcontractor is in violation of this Section 7(d), Artist may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Artist or the subcontractor.

e. By its signature below, Artist swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

ARTICLE 14. Non-Discrimination.

Artist agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

(c) That the [City or City body which is a party to the contract] may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by [City or City body which is a party to the contract] and all money due or to become due hereunder will be forfeited.

Artist

Cheryl A Brantley, 4/5/16
Purdue Night Train by Purdue University
Cheryl A Brantley, Contract Administrator
Business Office for Student Organizations
1198 Third St. Krach rm. 365
West Lafayette, IN 47907

*Payment should be made to: Purdue University
Memo line should read: Purdue Night Train org. #01767
Mail check to: Business Office for Student Organizations
1198 Third St. Krach rm. 365
West Lafayette, IN 47907

CAB 4/5/16
X

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. THE TRUSTEES OF PURDUE UNIVERSITY | |
| | 2 Business name/disregarded entity name, if different from above PURDUE UNIVERSITY | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input checked="" type="checkbox"/> Other (see instructions) ▶ GOV/STATE | |
| | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) C <small>Applies to accounts maintained outside the U.S.</small> | |
| | 5 Address (number, street, and apt. or suite no.) 401 S. GRANT STREET | Requestor's name and address (optional) |
| | 6 City, state, and ZIP code WEST LAFAYETTE, IN 47907-2024 | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. 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 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | |
|---|----|
| Social security number | |
| [] [] [] - [] [] - [] [] [] [] | or |
| Employer identification number | |
| 3 5 - 6 0 0 2 0 4 1 | |

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 Service (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 a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 3.

Sign Here Signature of U.S. person ▶ *Ethan D. ...* Date ▶ *4 January 2016*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-G (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.