

**Texas A&M University-Commerce  
Services Agreement**

Contract #: \_\_\_\_\_

Texas A&M University-Commerce ("University"), a member of the Texas A&M University System, an agency of the State of Texas, and \_\_\_\_\_

Victoria Luperi

("Contractor's Name")

with the principal place of residence located at 1701 Rogers Road, Apt. 304, Fort Worth, TX 76107

("Contractor's Complete Address")

desires to enter into an Agreement this date whereby the Contractor agrees to perform the services as defined below.

**Statement of Services to be performed for the University:**

Performance Clinician for the Clarinet Colloquium held at University Centers Dallas Campus

**Term of Agreement:**

Anticipated Contract Award Date: 6/13/15

Anticipated Contract Completion Date: 6/13/15

**Agreement Amount:** \$ 350.00

The total fee, and incidentals if any, shall be payable upon completion of the project/or in incremental phases upon completion of each phase of the work and upon submission of an invoice.

In consideration for the above services, the total amount to be paid the Contractor under this Agreement shall not exceed the above amount. Upon completion of the above services, pursuant to University payment guidelines and Texas Government Code 2251, the total amount shall be paid to the Contractor thirty (30) days after receipt of Contractor's invoice. This agreement is void without an amount placed in the above space provided.

Any additional amount to be paid to the Contractor shall be agreed upon by the parties in writing prior to invoicing.

**Representations:**

This document constitutes the sole and entire agreement between the University and the Contractor. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein.

This agreement may not be amended or otherwise altered except by mutual agreement in writing.

This agreement does not create an employee/employer relationship between the University and the Contractor.

This agreement is not assignable without express written agreement of the University and the Contractor.

The Contractor shall defend, indemnify and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, arising out of, connected with or resulting from any acts or omissions of the Contractor or any agent, employee, subcontractor, or supplier of the Contractor in the execution or performance of this contract.

**Representations (continued):**

For contracts between the University and a Contractor that is a recognized legal corporation and pursuant to Government Code, 403.055 (h) as added by Act of May 19, 1999, 76th Leg., R.S. ch.583, Sec. 1, 1999 Texas Session Law Serv. 3125 (Vernon), any payments owing to the contractor under this contract will be applied toward elimination of the contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full.

By signing this Agreement, Contractor certifies that he/she has not been an employee of an agency of the State of Texas in the last twelve calendar months.

This is not a brokerage agreement or an agreement of joint venture, partnership or employment. In the performance of this Agreement, both parties shall act as independent contractors. Neither party shall order any merchandise or equipment, incur any indebtedness, enter into any undertaking or make any commitment on the other party's name or purporting to be on the other parties behalf except as expressly authorized by the terms of this contract or by a separate written agreement with the other party.

Both the University and the Contractor agree that time is of the essence relative to all activities associated with this contract.

**Written Notices:**

Any written notice required by this Agreement shall be mailed first class to the address below:

**University**

Texas A&M University-Commerce  
P.O. Box 3011  
Commerce, TX 75429

Attention: Bert A. White  
Director of Contract Administration  
Fax Number: 903-886-5039

**Contractor**

Victoria Luperi  
\_\_\_\_\_  
1701 Rogers Road, Apt. #304  
\_\_\_\_\_  
Fort Worth, TX 76107  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

**Authorization:**

This agreement is executed and construed under the laws of the State of Texas. It is agreed that in the execution of this agreement, no party waives any right, privilege, responsibility, immunity or defense that would otherwise be available to it. Venue in any action brought hereunder shall be Hunt County, Texas.

**Dispute Resolution and Claims Reviewed:**

*The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Texas A&M University-Commerce and the Contractor to attempt to resolve any claim for breach of contract.*

*A Contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Contractor shall submit written notice, as required by subchapter B, to Mr. Bert A. White, Director of Purchasing and Contract Administration. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Texas A&M University-Commerce and the Contractor otherwise entitled to notice under the parties' contract. Compliance by the Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.*

*The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M University-Commerce if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.*

*Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M University-Commerce nor any other conduct of any representative of Texas A&M University-Commerce relating to the contract shall be considered a waiver of sovereign immunity to suit.*

**Dispute Resolution and Claims Reviewed (continued):**

*The submission, processing and resolution of the Contractor's claim is governed by the published rules adopted by Texas A&M University-Commerce pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.*

*Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part. The designated individual responsible on behalf of Texas A&M University-Commerce for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of H.B. 826 of the 76th Texas Legislature shall be:*

*Mr. Bert A. White  
Director of Contract Administration  
Texas A&M University-Commerce  
P.O. Box 3011  
Commerce, TX 75429-3011*

**Force Majeure:**

Neither party will be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this agreement, except for payment of monies owed if the party's failure to perform is attributable to acts of war, riot, strike, civil disorder or other work stoppage, fire, flood, acts of God, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

**Event of Default:**

Failure to provide the services specified herein will be cause for default. In the event of default on the part of Contractor, the Owner will issue a "Default Cure Notice". Contractor will have thirty (30) consecutive calendar days in which to take corrective action, and notify the Owner of such action. If satisfactory corrective action is not taken, Owner may choose to terminate this agreement.

**Time is of the Essence:**

Both parties hereto agree that time is of the essence relative to all activities associated with this agreement.

**Termination:**

The University or Contractor may terminate this contract in accordance with this clause in whole or in part, whenever such termination is in the best interest of the University. Termination will be in the form of a written statement at least five (5) days prior to the termination of service. In the event of early termination, the University shall only be liable for payment of services performed prior to the termination date.

**Approved:**

**University**

Texas A&M University-Commerce

**Bert A. White**

Name (please print/type)

Director of Contract Administration

Signature

Date

Phone Number: 903-886-5059

**Contractor:**

Company (please print/type)

**Victoria Luperi**

Name (please print/type)

Title (please print/type)

( )  
Phone Number

Signature

Date

Payee SSN/EIN

**PAYMENT FOR CONTRACTED SERVICES**

Date: 5/4/15

Account & User Ref#: 221303-20302-0031

Name: Victoria Luperi

SS# or FEI #: [REDACTED]

Address: 1701 Rogers Road, Apt. #304

City: Fort Worth

State: TX

Zip: 76107

Texas A&M Commerce Employee:  Yes  No

Texas A&M System Employee (Any Part):  Yes  No

**Event:**

Name or Description of Event: The Clarinet Colloquium

Services Rendered: Performance Clinician

Rate of Pay: \$ 350.00 per SERVICE

Total amount to be paid this period: \$ 350.00

Partial Payment of Contract:

-OR-

Final Payment of Contract:

<b><u>Partial Payment Dates</u></b>	
Date: _____	\$ _____
Date: _____	\$ _____
Date: _____	\$ _____
Date: _____	\$ _____
Date: _____	\$ _____

W9 Form is required - If W9 is not on file, a delay in payment could occur.  
Check will be mailed unless stated otherwise in the original contract.

**VENDOR CERTIFICATION:**

I certify that all above information is accurate and was deemed necessary for the event specified.

Signature of Contractor requesting reimbursement

Date

I confirm that the work performed by the contractor listed above has been accomplished during the time frame for which funds are requested.

Signature of Account Manager

Date

## 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.

Name <b>Victoria Luperi</b>	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>1701 Rogers Road, Apt. #304</b>	Requester's name and address (optional) <b>Texas A&amp;M University-Commerce P. O. Box 3011 Commerce, TX 75429-3011</b>
City, state, and ZIP code <b>Fort Worth, Texas 76107</b>	
List account number(s) here (optional)	

### 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 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.

<b>Social security number</b>								
	+		+					
<b>or</b>								
<b>Employer identification number</b>								
	+							

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. 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**
2. 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**
3. I am a U.S. person (including a U.S. resident alien).

**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 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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