

Performer Engagement Contract
 California State University, Stanislaus
 One University Circle
 Turlock, CA 95382

Agreement Number:

Reviewed By:

This contract for personal services of (choose one option only) Contractor or Company for the event described below is made and entered into this date _____, by and between the TRUSTEES OF THE STATE OF CALIFORNIA, on behalf of CALIFORNIA STATE UNIVERSITY, (hereinafter called "University") and STANISLAUS (hereinafter called "Contractor").

BOTH PARTIES AGREE AS FOLLOWS:

Name of Contractor:	
Address of Contractor:	
Telephone:	
US Citizen:	Yes <input type="checkbox"/> No <input type="checkbox"/>
	If no, please list Country of citizenship:
	If Non-Resident Alien, please list Visa type:
Venue Name:	
Venue Address:	
Date of Venue:	Performance Time:
Load in:	
Set Length:	
Performance Specifications:	
Sound:	
Lighting:	

Stage:	
Compensation:	
Additional Compensation:	Airfare
	Lodging
	Transportation
	Meals
Performance Rider Attached:	Yes No

GENERAL TERMS AND CONDITIONS

PAYMENT:

1. No deposit or advance payments shall be made by University. After satisfactory completion of all contractual obligations by Contractor, University shall pay for the service and materials at the times, and in the manner, and for the consideration, above expressed. All payments shall be made in the form of a University check. As required by law, 7% withholding for non-California residents for California State income tax unless a copy of the waiver or reduction in withholding issued by the California State Franchise Tax Board is attached to the invoice. For non-U.S. citizens, as required by law, 30% for federal income tax and 7% for state income tax. Contractor is responsible for complying with all applicable state and federal laws and Internal Revenue Service regulations.
2. The parties agree that the Contractor shall act in an independent capacity and not as officers or employees or agents of the University.
3. This contract is not assignable by Contractor either in whole or in part.
4. Time is of the essence of each and all provisions of this contract.
5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by both parties.
6. All acts or persons are bound by the laws of the State of California.
7. The Contractor is responsible for parking its vehicles and for securing its vehicles while on campus in a manner consistent with all applicable University rules and regulations, including purchasing daily parking passes for their vehicles for an on-campus venue. The University is in no way responsible for towed or ticketed vehicles violating this request. The University shall not be liable

for damages to the Contractor's vehicles or contents within its vehicles unless University or employees or agents cause such damage.

8. **INSURANCE:** (If this box is checked "yes" insurance is required): **Yes** **No**

The Contractor will provide a certificate of insurance evidencing comprehensive general liability insurance with a minimum limit of \$1,000,000 each occurrence, \$2,000,000 aggregate. California State University, Stanislaus, its trustees, employees, officers, and volunteers must be named as additional insureds to the insurance policy required above and the certificates of insurance should reflect policy endorsements so specifying. All policies must be endorsed to the effect that they cannot be canceled without thirty (30) days' written notice to the University and **copies of the certificates must be provided to the University Risk Manager at least ten (10) days prior to the date of the event.** If Contractor is unable to provide evidence of insurance ten (10) days prior to the event, the University will purchase the required coverage on the Contractor's behalf and deduct the insurance premium amount from the Contractor's fee.

9. **INDEMNIFICATION CLAUSE:**

Contractor shall indemnify defend, and hold harmless, the Trustees of The California State University, the Chancellor, California State University, Stanislaus and their Auxiliaries, employees, officers, directors, volunteers and agents of each of them (collectively "CSU Stanislaus") its officers, employees, agents, and volunteers of each of them, from and against all claims, damages, losses and expenses arising out of the Engagement caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Union.

CALIFORNIA STATE UNIVERSITY, STANISLAUS indemnify, defend and hold harmless, the Contractor its officers, employees and agents from and against all claims, damages, losses and expenses arising out of the Engagement caused in whole or in part by any negligent act or omission of the Union, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Contractor.

10. **GOVERNING LAW:**

This Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of Stanislaus, State of California. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue or jurisdiction with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state courts located in the County of Stanislaus, State of California shall have in personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a Party in any action or proceeding

shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

Contractor represents and warrants that:

10.1 Contractor has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

10.2 Contractor’s promotional and other engagement materials do not infringe on any statutory copyright, trademark right, or upon any common law trademark right, privacy right, publicity right, propriety right or any other right whatsoever.

10.3 Contractor will not use CSU STANISLAUS’s Marks or other promotional materials without first obtaining CSU STANISLAUS’s written consent.

10.4 Contractor declares under the laws of the State of California that Contractor is eligible to contract with CSU STANISLAUS pursuant to the California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code section 10286, et seq.

10.5 In cases where the Engagement may involve providing services to, or otherwise engaging with minors. Contractor represents and warrants that Contractor has no felony convictions and/or misdemeanor convictions which may preclude ability to engage safety with minors.

Contact Information:

Contractor Information

California State University, Stanislaus

California State University, Stanislaus

One University Circle

Turlock, CA 95382

Phone:

Phone: (209) 667-3839

Fax:

Fax: (209) 667-3076

E-mail:

E-mail: bsnead@csustan.edu

IN WITNESS WHEREOF this Agreement has been executed, by and on behalf of the parties.

Contractor Signature

Darrell Haydon
VP | CFO
Business and Finance

Date: _____

Date: _____

PERFORMANCE RIDER

1. The Contractor agrees to neither consume nor possess alcohol or any illegal substance at the place of performance. Any violation of the terms of this section will result in forfeiture of payment of said performance.
2. **Control of Production.** The Contractor shall have control over the production, presentation and performance; provided, however, that the Contractor shall not engage in any obscene behavior, nor shall the Contractor encourage or entice patrons to engage in violent, destructive or riotous behavior. The Contractor's representative shall have authority in directing personnel operating lights and sound equipment during rehearsal and each performance scheduled herein. The University retains the right to control all other aspects of the show, including (i) sound levels and (ii) the right to stop the performance if, in the University's sole discretion, the circumstances warrant.
3. In the event of sickness or accident to Contractor, or if the performance is prevented, rendered impossible or not feasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption on the day of performance of transportation services, or any cause reasonably beyond the control of either party, it is understood and agreed that there shall be no claim for damages by either party to this Agreement. In this instance the Contractor will endeavor to the best of his/her ability to find a like-quality substitute, but cannot be held liable if a substitute is not found. Inclement weather rendering performance impossible or not feasible shall not be deemed an emergency and payment of the agreed upon price shall be made provided that 1) the Contractor is ready, willing, and able to perform pursuant to the terms of this Agreement and, 2) the University and Contractor reschedule the performance to be held on a mutually agreeable date, time and place within 6 months of the originally scheduled performance date. In the event the Contractor cancels the performance for any reason, the Contractor shall promptly refund any amounts paid by the University and in the event the Contractor cancels for a reason other than force majeure, the Contractor, in addition, shall reimburse the University for all cost and expenses incurred in promoting and scheduling the performance.
4. **CANCELLATION BY UNIVERSITY:** The University reserves the right to cancel this Contract without notice in the event of force majeure or exigency caused by events beyond the reasonable control of the University, including but not limited to acts of God, embargoes, governmental restrictions, strikes, subcontractor failures or delays, riots, wars or other military action, civil disorders, rebellion, vandalism, sabotage or weather conditions affecting the facility or scheduled performance. The University shall promptly notify the Contractor of such force majeure occurrence or exigency. In the event of cancellation by the University, this Contract is totally null and void with no monies due by the University.
5. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the University may terminate the Contract by written notice to the Contractor. In the event of default, Contractor agrees to reimburse the University for all its costs immediately upon the presentation of a statement of those to the Contractor. Further, in the event of default, Contractor forfeits any right to any payments to which it might otherwise be entitled.
6. **TERMINATION FOR CONVENIENCE:** This Contract may be terminated by the University upon written notice to Contractor whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that the Contractor expected to earn from the event that is the subject matter of the Contract.