



**ASSOCIATED STUDENTS, INCORPORATED
CALIFORNIA STATE UNIVERSITY, LOS ANGELES**

**ADMINISTRATIVE MANUAL
PERFORMANCE CONTRACTS**

POLICY 203

ASSOCIATED STUDENTS, INC. PERFORMANCE CONTRACT
CALIFORNIA STATE UNIVERSITY, LOS ANGELES

Contract Number:

Contract Date:

This contract (the "Contract") is made between _____ (the "Contractor") and Associated Students, Inc. at California State University, Los Angeles (the "A.S.I.") for the personal services of the Contractor. In consideration of the covenants, conditions, stipulations, and agreements set forth herein, the parties hereby agree as follows with regard to the activities hereinafter described and the terms and conditions in connection herewith:

1. Full name of the Contractor:
Name(s) of Contractors or group: _____.
2. Name/Location of Engagement: _____ at California State University, Los Angeles
Type of Engagement: _____.
Date of Engagement: _____.
3. Starting/Finishing times, duration of performance: _____ Performance breaks: _____.
4. The A.S.I. shall pay _____ to Contractor immediately following each quarter. Such payment shall be in the form of a check from the A.S.I. made payable to _____. The A.S.I. reserves the right to prorate and/or adjust this amount as well as terminate this Contract for violation of any of its terms by the Contractor or for any undue delay by Contractor and/or his/her/its employees or representatives in the performance of this Contract.
5. The A.S.I. shall have 100% control over all advertising and promotion for this engagement.
6. The Contractor, and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of the A.S.I..
7. The ASI expects and in this Contract contracts for a quality, professional performance(s) by Contractor commensurate with the Contractor's reputation within his or her profession. This includes time arrival for set-up and rehearsal, and beginning and ending the performance(s) at the scheduled times. If the Contractor does not render performance within the reasonable expectations of the A.S.I., then the parties agree that such failure shall constitute a material breach of contract on the part of the Contractor.
8. The full name of all guests of the Contractor or authorized Agents shall be provided to the A.S.I. at least three days before the performance(s) they wish to attend. The A.S.I. reserves the right to refuse or revoke admission privileges to any guest(s) of Contractor or his/her authorized Agent.
9. The Contractor agrees to indemnify, defend and hold harmless the A.S.I., its officers, agents, employees, volunteers, the State of California, the Trustees of California State University, the California State University, Los Angeles, and their respective agents, officers, employers and insurers, and each of them, from any and all losses accruing or resulting to any and all contractors, sub-contractors and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Contract or by guests of the Contractor attending the performance.
10. The Contractor shall comply with all municipal, state, and federal laws and regulations in performing all acts necessary to fulfill its/her/his obligations under this Contract. Additionally, the Contractor will abide by all regulations, policies and procedures of California State University, Los Angeles and the A.S.I.
11. The A.S.I. shall not be held responsible if, through an "Act of God," or conditions beyond its control, it is unable to provide a venue on the date and time when the engagement herein contracted for is scheduled. Furthermore, if such acts or conditions occur, the A.S.I. is not liable for any damage the Contractor and/or his/her group or representative might suffer. If this contract is canceled by the Contractor or if the Contractor requests a change of date for any reason other than an "Act of God," riot, epidemic or act of public authority, the Contractor agrees to reimburse the A.S.I. for its bona fide out of pocket expenses immediately upon presentation of the certified statement of such expenses to the Contractor or his/her authorized representative.
12. The Contractor or his/her employees shall not use or be under the influence of any intoxicating beverage, narcotics or drugs at any time at the performance site. The failure or inability to render the performance contracted for within the reasonable expectations of the A.S.I. shall constitute a breach of contract by Contractor.
 13. Neither the Contractor, its/his/her representative, staff nor agents shall be supplied with or consume alcoholic beverages while performing under this Contract.
14. Any royalty fees of the Contractor or BMI, ASCAP, AGVA fees or A.S.I. dues which may be required of the Contractor shall be the Contractor's sole responsibility.
 15. The consideration to be paid the Contractor in Paragraph 4 shall constitute the entire compensation provided for performance of this Contract. Contractor shall bear its expenses incurred in the performance of this Contract, including travel and per diem, unless expressly provided by rider to this Contract.
16. The A.S.I. understands that the Contractor shall provide a completely self contained show and will not require supplemental musicians, equipment, musical instruments or other services from the A.S.I. and that no supplemental musicians, equipment, musical instruments or other services shall be provided at ASI expense except as expressly provided in this Contract. The A.S.I. shall not be responsible for obtaining any equipment necessary

for Contractor's performance under this Contract except as otherwise specified by rider hereto. Contractor agrees that if ASI does obtain equipment or services on its behalf, Contractor shall reimburse ASI for all reasonable and necessary costs incurred by ASI to procure those services or equipment.

- 17. The Contractor may sell records, photographs, and souvenirs prior to the performance, during intermission and after the performance upon written approval of the A.S.I. Souvenir sales may be restricted to specific areas as each venue allows. The ASI shall receive 20% of gross sales after taxes. Unauthorized sales of the above items shall be grounds for withholding payment on the Contract.
- 18. The A.S.I. shall retain the right to photograph, audio record or videotape the performance under the Contract for A.S.I. publications and/or promotional materials.
- 19. The amplification level of the performance must be at an acceptable level as determined by the A.S.I.'s Director or his/her designee. The A.S.I. shall at all times have complete supervision, direction, and control of the event.
- 20. See following attached addenda or riders (if applicable) which are incorporated into this Contract by reference: **N/A**
- 21. General Information:

A.S.I. will provide the venue.

A.S.I. will provide parking for the following guests(s):

A.S.I. will provide the following equipment:

- 22. No oral representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Contract. This Contract, along with any addenda or riders, contains all the terms and conditions agreed upon by the parties hereto, and may not be amended other than in writing and signed by both parties. In the event of any conflict, inconsistency, or incongruity between the provisions of this contract and the provisions of any other contract, riders, amendment, or addenda, governing the subject matter herein, the Contract shall in all respects govern and control. If this Contract is signed by someone other than the Contractor, the person signing for the Contractor expressly warrants that he/she is authorized by the Contractor to execute this Contract on behalf of the Contractor for this engagement at the time and place specified in this Contract.
- 23. Any dispute, the value of which may exceed the jurisdictional limits of small claims court, regarding any aspect of this Contract or any act which allegedly has or would violate any provision of this Contract ("arbitrable dispute") will be exclusively submitted to arbitration before a neutral arbitrator as permitted by California Code of Civil Procedure section 1280 et seq. and except as set forth herein. If Contractor and A.S.I. are unable to agree upon a neutral arbitrator, they will obtain a list of 5 arbitrators from the American Arbitration Association ("AAA"). Contractor (first) and then A.S.I. will alternately strike names from the list until only one name remains; the remaining person shall be the arbitrator. The arbitration shall be in accordance with the commercial arbitration rules used by AAA. Arbitration proceedings shall be held in the City of Los Angeles, California or at any other location mutually agreed upon by the parties. The arbitrator shall determine the prevailing party in the arbitration. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties, appropriate for the claims and supported by credible, relevant evidence. The arbitrator's fees and the necessary expenses arising from the arbitration proceedings will be borne equally by the parties. However, each party will bear its own attorneys' and witness fees as well as other expenses incurred in the presentation of its case. The parties agree that this arbitration shall be the final, binding and exclusive means of resolving any arbitrable dispute and that no other action will be brought by the parties in any court or other forum. **THIS AGREEMENT IS A WAIVER OF ALL RIGHTS TO A CIVIL COURT ACTION FOR AN ARBITRABLE DISPUTE; ONLY THE ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE THE DISPUTE.**

For Associated Students, Inc.
California State University, Los Angeles

For the Contractor

A.S.I. Executive Director Date

Signature

A.S.I. Program Coordinator Date

Contract/Agent Name

Street Address

City/State/Zip Code

Telephone Number

Federal Tax Number or Social Security Number

A.S.I. Contact:
Phone Number: 323-343-4785

