

ASSOCIATED STUDENTS/STUDENT AFFAIRS - ENTERTAINMENT/PERFORMANCE CONTRACT

This AGREEMENT is made by and between the Associated Students of Santa Rosa Junior College, hereinafter called the "Associated Students," and: _____ hereinafter called "ARTIST(S)." WITNESSETH that "THE ASSOCIATED STUDENTS" and "ARTIST(S)" in consideration and agreements herein contained, agree as follows:

1. THE ASSOCIATED STUDENTS agrees to accept the services of ARTIST(S) for (event): _____ at (time): _____ on (date): _____ 20: _____, location: _____.
2. Terms of Financial Agreement: _____ to be paid after performance.
3. The ARTIST(S) shall perform: _____ show(s), each show being at least: _____ minutes in length, exclusive of intermission. The ARTIST(S) shall limit "break time" to no more than: _____ minutes per: _____ of engagement time; such "break time" not to be consecutive.
4. The ARTIST(S) must make his/her whereabouts known to: _____ at phone number: _____ ninety (90) minutes prior to scheduled performance time and must be on the performance site in adequate time to set up and perform on schedule.
5. If ARTIST(S) arrives at the performance site unable to perform under the influence of intoxicating beverages, narcotics, or drugs, THE ASSOCIATED STUDENTS will cancel this AGREEMENT with no liability on the part of THE ASSOCIATED STUDENTS or SRJC. In addition, the ARTIST(S) shall be responsible for any and all expenses incurred, including promotion, production, damages and claims arising out of any such cancellation.
6. The ARTIST(S) is in reality a group consisting of the following principals (specify names and headliner or group leader): _____.
7. The performance of the ARTIST(S) will include the following general content: _____.
8. If, for any reason, less than the specified of principals perform, action will be taken as follows: If the headliner or any member of the group is, for any reason, not able to perform as required by this AGREEMENT, THE ASSOCIATED STUDENTS must be notified as soon as such situation becomes known. THE ASSOCIATED STUDENTS shall then have the option of canceling the AGREEMENT with no liability or allowing the remaining principal ARTIST(S) to perform at a lower fee with an acceptable substitute. Any substitutions must be approved by THE ASSOCIATED STUDENTS in advance of performance.
9. The ARTIST(S) shall be responsible for any and all costs, expenses (including actual expenses incurred in preparation for the performance), damages, and claims arising out of any cancellation as a result of the ARTIST(S) failure to perform, except when such failure is caused through events over which the ARTIST(S) representation had no control.
10. In accordance with the policies of THE ASSOCIATED STUDENTS OF SANTA ROSA JUNIOR COLLEGE, payment will be made by THE ASSOCIATED STUDENTS to the ARTIST(S) on the day or night of and following the performance. An ASSOCIATED STUDENTS check will be made out to the following: _____. No deposits or advance payments shall be made prior to performance.
11. The parties hereto agree that the ARTIST(S) and any agents and employees of the ARTIST(S) in the performance of this contract shall act as an independent contractor and not as officers or employees or agents of THE ASSOCIATED STUDENTS OF SANTA ROSA JUNIOR COLLEGE.
12. A. ARTIST(S) agrees to provide the following musical and/or technical equipment: _____; name and phone number of ARTIST(S) technical director or engineer: _____.
B. ARTIST(S) agrees to provide the following publicity and promotional material: _____.
13. A. THE ASSOCIATED STUDENTS agrees to provide the following technical equipment or services: _____.
B. THE ASSOCIATED STUDENTS agrees to provide the following publicity or promotion: _____.
14. The ARTIST(S) agrees to comply with college policies and the Student Code of Conduct and to cooperate fully with college officials. The college official(s) in charge during the performance specified by the AGREEMENT will be: _____.
15. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
16. The ASSOCIATED STUDENTS shall hold harmless, defend and indemnify the ARTIST, its officers, agents and employees, from and against any liability, claim, action, cost, damage or loss for injury including death to any person or damage to any property arising out of the ASSOCIATED STUDENTS' negligence. This obligation shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
17. The ARTIST shall hold harmless, defend and indemnify the ASSOCIATED STUDENTS, its officers, agents and employees, from and against any liability, claim, action, cost, damage or loss for injury including death to any person or damage to any property arising out of the ARTIST'S negligence. This obligation shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
18. ARTIST(S) agrees to perform at a sound level that is acceptable to THE ASSOCIATED STUDENTS. **Failure to do so will result in the cancellation of the performance and a prorated reduction in pay.**
19. The AGREEMENT will terminate automatically upon mutual written consent of both parties; this contract is not assignable by either party.

Artist Date

A.S. Vice President, Programs or designee Date

Director, Student Affairs or designee Date