

## Associated Students of Cañada College Performance Agreement

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Associated Students of Cañada College (hereinafter called "ASCC") and \_\_\_\_\_ (hereinafter called "Artist"). In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed as follows:

**1. Performance:**

The Artist agrees to present \_\_\_\_\_ in (place) \_\_\_\_\_ on (day/date) \_\_\_\_\_, 20\_\_\_\_ at (time) \_\_\_\_\_.

**2. COMPENSATION:**

ASCC agrees to pay \$ \_\_\_\_\_ by College check as full compensation for the performance(s) payable

to: \_\_\_\_\_ **Federal Identification or Social Security number:**

\_\_\_\_\_.

**3. Reproduction of Performance(s):**

Cañada College agrees to prevent to the best of its ability the photographing, filming, broadcasting or reproduction by radio, television, or any other device, of the performance(s) without permission of the Artist. Conversely, permission of the College shall be required for any photographing, filming, broadcasting, recording, or reproduction by radio, television, or any other device, of the performance(s) by the Artist, Agent, or any other person.

**4. Indemnification from Infringement of Copyright:**

The Artist agrees to defend, indemnify and to hold harmless the ASCC against all claims, demands, costs, including reasonable attorney's fees and expenses that the ASCC must sustain or incur by reason of any infringement or violation, or any alleged infringement, or violation of any copyrights or proprietary right on the performance(s) hereunder. The Artist agrees to pay all royalties required to be paid on copyrighted material, the ASCC to be held free from all liabilities wherefrom.

**5. FAILURE TO PERFORM:**

Neither the Artist nor ASCC shall be liable for failure to appear, present or perform if such failure is caused by or due to physical disability of name/lead Artist, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation services, acts of God, or any cause beyond the control of the Artist or the ASCC. Advance deposits paid by ASCC shall be returned in full to ASCC if the Artist fails to perform.

**6. CANCELLATION:**

Except as provided in Paragraph 5 above, the Artist shall be responsible for ASCC's out-of-pocket expenses necessitated either by change of date or cancellation by the Artist after tickets have been printed and/or promotions begun. All such expenses shall be determined by ASCC and will be presented to the Artist, with substantiation, within thirty (30) days following the contracted date(s) of the Artist's performance, and the Artist shall reimburse ASCC, by check made payable to Associated Students of Cañada College, within ten (10) days following receipt of such statement.

**7. ORAL REPRESENTATION:**

No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon parties hereto unless incorporated in this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto and can not be amended other than in writing.

**8. APPLICABLE LAW:**

The terms and conditions of this agreement shall be interpreted in accordance with the laws of the state of California.

**9. DISPUTE RESOLUTION:**

In the event that a dispute occurs between parties with regards to the rights or duties created by this agreement, or in the event of a breach of this agreement by either party, the parties agree to meet and confer in good faith in an effort to resolve the dispute or issue. In the event that the parties are not able to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that this is their chosen method of resolving the dispute in question.

**10. REPRESENTATION OF ASCC:**

At the aforementioned event shall consist of the following: (1) The name and logo of ASCC shall be on all printed materials distributed at the event and on all promotional material; (2) ASCC will be allowed to set up an informational area representing ASCC at the event, if so desired by ASCC; (2) ASCC will be introduced during the introductory speeches at the beginning of the event, if so desired by ASCC; (3) ASCC will be allowed to speak on-stage either in the beginning, middle or end of the event program, as determined by the Artist staff, if so desired by ASCC.

**11. THE REPRESENTATIVE OF ASCC** in signing this contract warrant that they sign as properly authorized representative of ASCC and do not assume any personal liability for meeting the term of this contract.

*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be executed as of the day and year herein above mentioned.

**CAÑADA COLLEGE**

**ARTIST**

Signature:  
Title: Coordinator of Student Activities  
Address: 4200 Farm Hill Blvd.  
City/State/Zip: Redwood City, CA 94061  
Phone #: 650.306.3373  
Fax #: 650-306-3478

Signature: \_\_\_\_\_  
Group/Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone#: \_\_\_\_\_  
Fax #: \_\_\_\_\_