



University of California, Santa Barbara Performance Agreement

This Agreement dated _____, is by and between a (r Corporation, r Partnership, r Individual) having a principal address at _____ and _____ (hereinafter referred to as "Sponsoring Organization"), an independent campus organization and having an address of _____.

In consideration of the mutual covenants herein contained, the parties agree as follows:

I. PERFORMANCE

Artist agrees to present _____ performance(s) consisting of _____ at the Santa Barbara Campus beginning at _____ for a period of at least _____ hours with breaks of _____ minutes each on _____ at the University's _____, in connection with _____.

II. COMPENSATION

In consideration of the above-stated performance, Sponsoring Organization agrees to pay to Artist or Artist's designated representative the sum of _____ immediately after the conclusion of the performance or _____.

III. EVENT REQUIREMENTS

A. The following will be provided and paid for as indicated for each item. (A=Artist, S=Sponsoring Organization, N=Not Applicable):

_____ Lighting	_____ Facility deposit	_____ Piano tuner	_____ Staging
_____ Supplies	_____ Cleanup	_____ Facility operating costs	_____ Liability insurance
_____ Additional set-up costs	_____ Sound system	_____ Event security	_____ Electrician
_____ Rental Equipment	_____		

B. Artist agrees to provide to Sponsoring Organization a written list of any technical and/or sale of artist products no later than _____, which shall be attached to this agreement as a technical rider.

C. Except as provided and agreed to in the technical rider referred to in III. B. above, Sponsoring Organization shall provide back-of-house, front-of-house and technical staff adequate, in its sole opinion, for the proper conduct and presentation of this event.

IV. EVENT MANAGEMENT

A. Sponsoring Organization shall be solely responsible for the management of this event including advertising and promotion, tickets and ticket sales, security and audience control and programs. Sponsoring Organization reserves the right to make announcements regarding fire and fire safety regulations before and after the performance and to interrupt the performance should it for any reason deem such action necessary.

B. Artist agrees that all artist's personnel, employees, guests, and agents shall abide by all applicable government laws, codes and regulations, University policies and regulations, and all directives of University authorities.

V. NON-PERFORMANCE NOT A DEFAULT

Neither Artist nor Sponsoring Organization shall be liable for failure to appear, present, or perform if such a failure is caused by or due to acts or regulations of public or University authorities, labor difficulties, civil tumult, strike, epidemic, acts of nature, or any cause beyond the control of Artist or Sponsoring Organization.

VI. ANTICIPATORY BREACH

In the event that either Party should breach any term of this Agreement and such default should result in the non-performance or cancellation of this event, the Party in default shall be responsible for all actual costs incurred in performance of this Agreement within 30 days after receipt, of an itemized, documented statement, reimburse the other party for such expenses.

VII. INDEMNIFICATION AND LIABILITY

- A. Artist shall defend, indemnify and hold Sponsoring Organization, its officers, employees and agents and The Regents of the University of California, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Artist its officers, agents or employees.
- B. Sponsoring Organization shall defend, indemnify and hold Artist, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsoring Organization its officers, agents or employees.
- C. Artist shall defend, indemnify and hold harmless Sponsoring Organization, its officers, agents and employees and The Regents of the University of California, its officials, agents and employees, against all claims, demands, costs and expenses that Sponsoring Organization may sustain or incur by reason of any infringement or violation, or any alleged infringement or violation, of any copyright or proprietary right in the performance defined herein above, or of any portion or portions thereof, Artist shall pay any and all royalties required on copyrighted material. Sponsoring Organization, its officers, agents and employees shall be held free of all liabilities therefrom.
- D. Representatives of the Artist and Sponsoring Organization shall tour the facility prior to the event and immediately following the performance to determine any event-related damage. Any and all such damage shall be the responsibility of Artist which shall pay the cost of repair within thirty days after receipt of an itemized bill from Sponsoring Organization.

VIII. NOTICES

All notices to be addressed by Sponsoring Organization to Artist shall be in writing addressed to: _____

All notices to be addressed by Artist to Sponsoring Organization shall be in writing addressed to: _____

IX. INDEPENDENT CONTRACTORS

In performance of this Agreement each party is an independent contractor and not an agent or employee of the other. Artist further acknowledge and agrees that Sponsoring Organization is contracting as an independent organization and not of behalf of or as an entity of The Regents of the University of California or its Santa Barbara Campus.

X. SIGNATORY WARRANTIES

The signatories to this Agreement hereby warrant that they each have full and current legal authority to act on behalf of and bind the respective parties.

XI. AMENDMENTS

This Agreement may only be amended by mutual consent of the Parties evidenced in writing.

XII. GOVERNING LAW

The Laws of the State of California shall govern the interpretation and enforcement of this Agreement.

ARTIST

By: _____

Title: _____

Date: _____

Taxpayer ID No.: _____

SPONSORING ORGANIZATION

By: _____

Title: _____

Date: _____

Approved: _____

Advisor: _____