

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
PERFORMANCE AGREEMENT WITH _____
FOR _____.

This Agreement entered this ____ day of _____, 20__ by and between the San Mateo County Community College District, a political subdivision of the State of California, hereinafter called "District" and _____, hereinafter called "Artist".

WHEREAS, it is necessary and desirable that Artist be engaged by District for the purpose of providing services hereinafter described during _____:

1. In consideration of the payments hereinafter set forth, Artist shall provide services for District in accordance with the terms and conditions set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.
2. In consideration of the services rendered in accordance with all terms and conditions set forth herein and in Exhibit A, District shall make payment to Artist in the manner specified in Exhibit A.
3. The Artist shall apply for and maintain all licenses, patents and permits necessary to authorize Artist's lawful performance of the work required under this Agreement.
4. The Artist shall have exclusive control over the creative content of the performance.
5. District will not film, record, or reproduce by radio, television, or by any other device, the Artist's performance, unless written authorization is given by the Artist. District cannot be held responsible for the filming, broadcasting, recording, or reproduction by radio, television, or by any other device of the Artist's performance by individuals not employed by the District.
6. The Artist agrees to comply with Government Code Section 8546.7 which provides that any contract involving expenditure of public funds in excess of \$10,000 requires that the contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under this Agreement.
7. The Artist shall be responsible for all damages to persons or property that occur as a result of Artist's or Artist's employees fault or negligence in connection with the performance of this Agreement.
8. The Artist shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence.

9. The Artist agrees to maintain and furnish District with proof of Workers' Compensation coverage pursuant to California Labor Code 3700 et seq. or to execute the following certification:

I certify that in the performance of this Agreement I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California.

Manager/Artist Signature

10. Artist shall indemnify and hold harmless District, its officers, agents, and employees from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Artist, its officers, agents, employees and/or servants.

The duty of Artist to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Artist to indemnify District, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

The indemnification and hold harmless agreement set forth above includes, but is not limited to, Artist's agreement at its sole expense to indemnify District, its officers, agents and employees from and defend or settle any claim or action brought against District to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Artist shall pay all costs, fees (including attorneys' fees) and damages which may be incurred by District, its officers, agents and employees for any such claim or action or settlement thereof.

11. The San Mateo County Community College District is an equal opportunity/affirmative action employer. By entering into this agreement, the Artist certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity.

12. This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California. The parties consent to the exclusive jurisdiction and venue of the Superior Court of San Mateo County, California.

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.

13. Artist shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement. In the event of any assignment, the Artist shall remain liable to the District as principal for the performance of all obligations under this Agreement.

14. It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as District may specify in writing, Artist shall have no authority, expressed or implied, to act on behalf of District in any capacity whatsoever. Artist shall have no authority, expressed or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

15. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

16. All notices to be given between the parties hereto shall be in writing and may be served by depositing the same in the United States mail, postage prepaid and certified return receipt requested and addressed to:

"DISTRICT"

San Mateo County Community College District
Susan Harrison, Director of General Services
3401 CSM Drive
San Mateo, CA 94402

"ARTIST"

Either party by written notice to the other party may change the address of the notice or the names of the persons or parties to receive written notices.

17. This agreement shall commence on _____ and terminate on _____.
18. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this Agreement in duplicate, both of which shall be deemed an original thereof.

**SAN MATEO COUNTY COMMUNITY
COLLEGE DISTRICT**

ARTIST NAME

By _____
Susan Harrison, Director of General Services

By _____
Signature of Authorized Signatory

Date _____

Print Name/Title of Authorized Signatory

Date _____

Employer Identification Number **94-3084147**

Federal Tax Payer Identification Number

**PERFORMANCE AGREEMENT
COLLEGE SIGNATURES AND ACCOUNTING INFORMATION**

COLLEGE SIGNATURES

DATE

College Administrator:

College Business Officer:

Accounting Information:

EXHIBIT A

1. Artist's designated representative shall be _____, Manager, who has full authority to act on behalf of the Artist. Manager shall be responsible for scheduling details of the Artist's performance.
 2. Artist shall perform one (1) set for a length of, _____ beginning at _____, located at _____.
 3. Artist load-in time shall be _____ prior to performance.
 4. District shall provide the following services/equipment:
 - A professional sound system including _____ microphone stands, _____ monitors, and a sound technician who will provide assistance to the performers and operate the sound board.
 - One baby grand piano tuned on the day of the performance.
 - Other Additional equipment specified below:
 - a) _____
 - b) _____
 - c) _____
 - d) _____
 - e) _____
- Parking is available in Lot _____.
- Dressing area for performers prior to and after their performance.
- Hospitality to include _____.
- One Staff member to assist with Production requirements.
6. District shall pay Artist \$ _____ upon completion of performance.

The Next page is an alternative Exhibit A Format.

Only use if performer will receive a booking or any other type of deposit prior to the performance.

EXHIBIT A

1. Artist's designated representative shall be _____, Manager, who has full authority to act on behalf of the Artist. Manager shall be responsible for scheduling details of the Artist's performance.

2. Artist shall perform one (1) set for a length of, _____ beginning at _____, located at _____.

3. Artist load-in time shall be _____ prior to performance.

4. District shall provide the following services/equipment:
 - A professional sound system including _____ microphone stands, _____ monitors, and a sound technician who will provide assistance to the performers and operate the sound board.

 - One baby grand piano tuned on the day of the performance.

 - Other additional equipment specified below:
 - a) _____
 - b) _____
 - c) _____
 - d) _____
 - e) _____

Parking is available in Lot _____.

Dressing area for performers prior to and after their performance.

Hospitality to include _____.

One staff member to assist with production requirements.

5. District shall pay Artist a total of \$_____ for performance of this Agreement, including a Booking Deposit of \$_____ following full execution of this Agreement and a balance of \$_____ following completion of performance.

6. Artist agrees to reimburse District for the full Booking Deposit within thirty (30) days following performance date if Artist cancels his/her performance, fails to appear for his/her performance or is prevented from performing under this Agreement for any reason. In the event Artist fails to reimburse District and District seeks collection through the judicial process, Artist agrees to pay District for all costs (including reasonable attorney's fees) for such collection.