

**UNIVERSITY OF CALIFORNIA LOS ANGELES
PERFORMANCE AGREEMENT**

THIS AGREEMENT is made on _____ between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation (hereinafter called "University") and the Artist _____ (hereinafter called "Artist") through the Agent _____ (hereinafter called "Agent").

In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed as follows:

1. **PERFORMANCE.** Artist agrees to present _____ in _____ at (time) _____ on (date) _____. **The scheduling and content of all activities and performance repertoire shall be mutually determined by University and Artist.**

2. **COMPENSATION.** University shall pay to Artist the sum of _____, less applicable state and federal taxes, by University check as full compensation for the performance and activities specified above.

All payments for the above performance and activities shall be made payable to _____, and shall be delivered to Artist .

3. **SERVICES TO BE PROVIDED BY UNIVERSITY.** University agrees to furnish:

- a. _____ is staffed for the performance described hereinabove and for the necessary set-ups (including lights and stage arrangements completed, to the extent possible to have done so, prior to Artist's arrival at the aforementioned Hall), technical run throughs, and rehearsals. Total time in the hall shall be limited to _____ hours: should additional time be required, Artist shall pay University for space, staff and equipment used during the additional time. If Artist arrives more than 30 minutes late for mutually agreed upon time of crew call, Artist shall be liable for cost of idle crew.
- b. A non-union crew adequate to handle customary and traditional back-of -the house needs of Artist. Should Artist demand back-of-house services in excess of customary needs, as University shall determine in its sole discretion, University may either refuse compliance or, after due notice, charge Artist for additional costs arising from compliance with Artist's demands.
- c. Such stage equipment, including lighting and sound system, as may be in the possession of the Los Angeles campus of the University and readily available for use. Cost of additional stage equipment requirements of Artist shall be charged to Artist no later than six (6) weeks following the performance.
- d. Tickets, the sale of tickets, and ticket takers.
- e. Front-of-house staff, including ushers.
- f. House programs.

4. **SERVICES TO BE PROVIDED BY ARTIST.** Artist agrees to provide at Artist's cost and expense such services equipment, information and materials as are listed below:

- a. Transportation to and from University (or Los Angeles Airport) for Artist and all of Artist's baggage and equipment.
- b. All lodging, meals, salaries, and expenses for the Artist's engagement at the University.
- c. Promotional and program material, as specified in exhibit A, attached. University reserves the right to edit all promotional and program copy submitted by Artist.

Should Artist fail to deliver the services, equipment, information, or materials hereinabove specified by the specified date(s), University shall notify Artist or Agent of such failure. Unless delivery of the specified service, equipment, information, or materials is made within seven (7) calendar days following receipt of said notice, University shall deduct from the compensation specified herein an amount equal to one percent (1%) of that compensation for each seven (7) days of delinquency commencing after the above cited seven day period.

5. **REPRODUCTION OF PERFORMANCE.** University agrees to prevent, to the best of its ability, the photographing, filming, broadcasting, recording or reproduction by radio, television, or any other device, of the performance defined hereinabove or of any portion or portions thereof, without written permission of Artist. Conversely, written permission of University shall be required for any photographing, filming, broadcasting, recording or reproduction by radio, television, or any other device of the performance defined hereinabove, or of any portion or portions thereof, by Artist, Artist's agent, or any other person.

6. INDEMNIFICATION

- a. University shall defend, indemnify and hold Artist, its officers, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorney's 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 that are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.
- b. Artist shall defend, indemnify and hold University, its officers, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorney's 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 that are caused by or result from the negligent or intentional acts or omission of Artist, its officers, agents, or employees.

7. **EXCLUSIVE PERFORMANCES.** Artist agrees not to accept any other engagement of any sort or kind between the issuing of this Agreement and (Date) _____ within a radius of 60 miles from the University without express written permission of University. In the event of any such unauthorized performance, the performance described hereinabove, or any portion or portions thereof, maybe canceled by the University, and such cancellation shall be without prejudice to University's other rights and remedies thereunder.

8. **SIGNATORY'S WARRANTY.** _____ warrants that she/he has full and current legal authority to act and contract on behalf of the Artist and on behalf of the Agent.

9. **TICKET PRICES.** It is understood and agreed that the prices of tickets for the performance shall be determined by University.

10. **COMPLIMENTARY TICKETS.** University shall be the only party authorized to issue complimentary tickets to the performance described hereinabove. A maximum of four (4) complimentary tickets for each performance shall be available to the Artist. Artist must notify the University of the disposition of such tickets no later than noon on the day of performance. If University does not receive such notice, University may release the tickets for general sale.

11. **MUSIC LICENSE FEES.** University shall pay all music license fees required by ASCAP, SESAC, and BMI.

12. **SALE OF SOUVENIRS.** Artist may sell souvenir programs, records, or any other Artist souvenir in the lobby of the performance facility if written permission is obtained from University no later than seven (7) days prior to the performance. University reserves the right to withhold approval for such sales. If approval is granted, Artist will pay University _____ percent of the gross souvenir sales within one hour following completion of the performance. Artist must provide access to University to souvenir inventory and sales records. University may provide personnel for the selling of souvenirs, at a charge of \$ _____ per hour, if such services are requested in writing by Artist no later than seven (7) days prior to the performance.

13. **USE OF UNIVERSITY'S NAME: ADVERTISING.** No form of the University's name shall be used by Artist in promotional materials, announcements, signs, or other forms of communication or advertising, nor shall University's premises be used for dissemination or posting of such advertising materials, unless University's express written permission has been obtained in advance.

14. NOTICES. All notices to be addressed by University to Artist in connection with this Agreement shall be given in writing to Artist or Agent at (place) _____. All notices to be addressed by Artist and/or Agent to the University in connection with this Agreement shall be given in writing to (person) _____ who's position is _____, University of California Los Angeles, 405 Hilgard Avenue, Los Angeles, CA 90095.

15. CALIFORNIA STATE TAX. It is understood that University shall withhold from the compensation hereinabove described, the full amount of any and all taxes required to be withheld by the laws of the State of California. University shall remit such amount directly to the State of California Franchise Tax Board to be credited to the Artist's California State Income Tax Account(s), settlement of which must be made by the Artist with the State of California.

16. INDEPENDENT CONTRACTORS. In the performance of this agreement, each party is an independent contractor and not an agent or employee of the other party.

17. NON-PERFORMANCE NOT A DEFAULT. Neither Artist nor University shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, acts or regulations of public or University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, or any cause beyond the control of the Artist or University.

18. ANTICIPATORY BREACH. In the event that after the execution of this agreement, (a) Artist or Agent indicates or states that Artist or any other member of Artist's traveling component deemed by University to be material to the performance hereunder is unwilling or unable to appear or present the performance, and such failure is not excusable under paragraph 17 above, or (b) if Artist or any authorized agent of Artist takes any voluntary action which, in University's discretion, renders impossible substantial performance of Artist's contractual duties hereunder, then University may cancel the performance or any portion(s) thereof and Artist shall pay for any and all costs, expenses, damages, and claims arising from such cancellation. Such cancellation shall be without prejudice to University's other rights and remedies hereunder. Any breach or anticipatory breach of this agreement by Artist shall be deemed a material breach.

19. ORAL PRESENTATION AND AMENDMENTS. No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto and may not be amended except by a writing signed by the parties.

20. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall inure to the benefit of their successors and assigns, and all obligations of any of the parties hereto shall bind his, her, or its heirs, executors, personal representatives, successors and assigns.

21. ARTIST WARRANTIES. Artist represents and warrants that the performance and residency activity will not interfere with or violate any copyright or proprietary right of any third party. Artist represents and warrants that Artist has the full right and authority to enter into this agreement.

22. INSURANCE. Artist shall provide University, not later than ten (10) days prior to the performance, written evidence of Artist's coverage by insurance of the types and in the minimum amounts specified below:

a. Commercial General Liability: (Minimum Limits)

1. General Aggregate (BI, PD)	\$2,000,000
2. Products, Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000

However, if such insurance is written on a claim made form following termination of this agreement, coverage shall survive for a period no less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this agreement.

- b. Business Auto Liability for Owned, Scheduled, Non-Owned, or Hired Automobiles: combined single limit of no less than \$1,000,000 per occurrence.
- c. Workers' Compensation: as required under California State Law.
- d. Such other insurance in such amounts as from time to time may reasonably be required by the mutual consent of University and Artist against such other insurable hazards relating to performance.

All certificates shall specify that the coverage will not be canceled or reduced without thirty (30) days' advance written notice to University. Premiums on all insurance policies shall be paid directly by Artist.

23. ASSIGNMENT OF AGREEMENT. This agreement shall not be assigned or transferred by either party without written consent of the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned, and this Agreement shall become effective only if University receives this Agreement on or before _____ executed by Artist and/or Artist's Agent.

FOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

FOR THE ARTIST

Signature of Authorized Department Representative , Title

by: _____

Insurance
Approval: _____
Insurance Requirements Approved by:
Director/Associate Director/Liability Program Manager
Office of Insurance and Risk Management

Title: _____

Federal Tax ID#/SS# _____

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.