

# ENTERTAINMENT AGREEMENT

## University of San Francisco

This Entertainment Agreement ("Contract") is between the University of San Francisco, a California non-profit corporation ("University"), and \_\_\_\_\_ ("Artist") and is dated as of \_\_\_\_\_.

The University desires to obtain the personal services of the Artist and the Artist has the expertise and experience to perform at the event described herein. The parties therefore agree as follows:

1. **Performance Description.** The Artist shall perform at the following University-sponsored event:

Date(s) of Performance \_\_\_\_\_ Time(s) \_\_\_\_\_  
Performance Location \_\_\_\_\_

2. **University Contact.** The University liaison responsible for overseeing the event will be:

\_\_\_\_\_ Phone \_\_\_\_\_

3. **Artist's Agent.** If the Artist will be represented by an Agent and payment is to be made to the Artist's Agent, the following information must be provided:

Agent Name \_\_\_\_\_  
Agent Address \_\_\_\_\_

The Agent must provide the University with a completed Form W-9 as required by the Internal Revenue Service (IRS).

4. **Compensation and Expenses.** The University shall compensate the Artist as follows:

Performance Fee	_____
Lodging	_____
Meals	_____
Transportation	_____
Other	_____
Total	_____

Any expense reimbursements not documented by the Artist with original receipts will be treated by the University as additional nonemployee compensation reportable to the IRS on Form 1099-MISC.

5. **Artist Taxes.** Except as provided below, the Artist shall be solely responsible for the payment of income, social security, and other employment taxes due to the proper taxing authorities. The Artist acknowledges that the University will not deduct such taxes from any payments made to the Artist unless the Artist is a (check all applicable):

\_\_\_\_\_ **Nonresident of California.** If the Artist is a nonresident of California, the University must withhold 7% on total compensation payments made to the Artist if the total payments made to the individual are more than \$1,500 for the calendar year.

\_\_\_\_\_ **Nonresident Alien.** If the Artist is a nonresident alien, the University must withhold 30% on total compensation payments made to the Artist unless the income is exempt from withholding or subject to withholding at a reduced rate under a tax treaty. The Artist must provide adequate documentation substantiating his/her non-immigrant status prior to receiving any compensation payments from the University.

The University is required to withhold 28% on total compensation payments made to the Artist if the Artist is a U.S. citizen (or resident alien) and fails to provide the University with his/her correct taxpayer identification number on a Form W-9.

6. **Equipment and Materials Provided.** The University shall provide the Artist with the following equipment and materials (attach Exhibit, if needed): \_\_\_\_\_

7. **Reproduction of Performance.** The 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(s) without permission of the Artist. Conversely, permission of the University 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, his/her agent, or any other person associated with the Artist.

8. **Indemnification.** The Artist agrees to defend, indemnify, and hold harmless the University against all claims, demands, and costs, including reasonable attorneys' fees and expenses that the University may 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) here under. The Artist agrees to pay all royalties required to be paid on copyrighted materials and to hold the University free from all liabilities therefrom.

9. **Cancellation.** Either party may cancel the Contract without obligation to the other, subject to the requirements set forth below, provided that written notice of intent to cancel the Contract is provided at least thirty (30) calendar days before the date of the performance.

- (a) The Artist shall be responsible for the University's out-of-pocket expenses necessitated either by a change of date or cancellation by the Artist, including the cost of tickets that have been printed and other promotional costs incurred by the University. All such costs shall be determined by the University and will be presented in a statement to the Artist, with appropriate substantiation, within thirty (30) calendar days following the contracted date(s) of the Artist's performance. The Artist shall reimburse the University within ten (10) calendar days following the receipt of such statement.
- (b) Neither the Artist nor the University shall be liable for a failure to appear, present, or perform if such failure is caused by or due to illness of the Artist, an act or order of a public authority, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation services, acts of God, or any cause beyond the reasonable control of the Artist or the University.

If a cancellation of the Contract occurs, the Artist shall return any advance deposits paid by the University within ten (10) calendar days following the date of the cancellation.

- 10. **Relationship of the Parties.** The Artist, his/her officers, agents, and employees (if applicable), in the performance of this Contract shall act in the capacity of an independent contractor of the University and not as a partner, agent, employee, or joint venturer of the University. Neither party shall hold himself/herself out contrary to these terms by advertising otherwise or be bound by any representation, act, or omission whatsoever of the other.
- 11. **Liability.** Artist, his/her officers, agents, and employees (if applicable), agrees to provide the University with evidence of professional liability, general liability, automobile, and workers' compensation insurance that meets the minimum coverage levels required by the University. The Artist shall provide the University, prior to the commencement of the performance, a Certificate of Insurance confirming that the Artist has the required coverage in effect.
- 12. **Dispute Resolution.** In the event a dispute arises between the parties with regard to the rights or duties created by this Contract, or in the event of a breach of this Contract by either party, the parties agree to meet and confer in a good faith effort to resolve the dispute. In the event the parties are unable to informally resolve the dispute within thirty (30) calendar days after the dispute has arisen, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.
- 13. **Entire Contract/Modification.** This Contract constitutes the entire understanding between the parties with regard to the subject matter hereof and may not be amended except by an agreement signed by the Artist and an authorized representative of University.
- 14. **Governing Law.** This Contract shall be governed by and construed under the laws of the State of California.

15. **Severability**. If any term of this Contract or its application to any person or circumstance shall, at any time or to any extent, be determined invalid or unenforceable, the remaining provisions shall not be affected and shall be deemed valid and fully enforceable to the extent permitted by law.

16. **Assignment**. The Artist shall not assign the rights or obligations under this Contract without the prior written consent of the University.

UNIVERSITY

ARTIST

By \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_