



# MENLO COLLEGE

## SILICON VALLEY'S BUSINESS SCHOOL

### Menlo College Performance Agreement

This agreement made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ by and between Menlo College, a California non-profit corporation located in the town of Atherton, state of California, (hereinafter referred to as a "COLLEGE") and \_\_\_\_\_ (hereinafter referred to as "ARTIST") whose principal place of business is located in \_\_\_\_\_.

This agreement confirms the terms between College and Artist for the performance and delivery of services for the College. This agreement will continue in force until the delivery of services and payment is received and all terms contained herein have been met.

#### Performance of Services

1. Location of Engagement: \_\_\_\_\_
2. Name of Artist or Group: \_\_\_\_\_
3. Date of Engagement: \_\_\_\_\_
4. Type of Engagement: \_\_\_\_\_
5. Set(s): \_\_\_\_\_
6. Length of Engagement: \_\_\_\_\_
7. Time of Performance: \_\_\_\_\_
8. Ending Time of Performance: \_\_\_\_\_
9. Artist Arrival Time: \_\_\_\_\_
10. Time of Sound Check: \_\_\_\_\_
11. Special Requirements: \_\_\_\_\_

#### General Conditions

##### Terms:

College agrees to pay Artist at the completion of performance, with a Menlo College check made payable to Artist. College agrees to pay a deposit of \_\_\_\_% with the remainder of the payment \$\_\_\_\_\_, due on the day of the performance.

##### Cancellation:

This contract may be postponed due to illness of the Artist. It is the responsibility and full liability of Artist to find suitable replacement and compensate the College if Artist(s) is/are unable to perform. Under the circumstances, and if Artist is unable to provide suitable replacement, the College will have the right to full refund of any amount paid to the Artist towards fulfillment of this contract. No other remuneration of costs shall be required.

College shall not be liable for the failure to perform its obligations under this agreement when such failure is caused by fire, explosion, water, act of God, unforeseen accident, civil disorder or disturbances, vandalism, weather and energy related closings, government rules or action, or like causes beyond the

reasonable control of the College, nor for real or personal property destroyed or damaged due to such causes.

Artist Agrees to and shall at its own expense procure and maintain comprehensive public liability and property damage and public liability insurance.

Artist agrees to indemnify, defend, hold and save harmless Menlo College, Menlo School, and Menlo School and College, their Trustees, Officers, agents, attorneys, and employees of and from any and all liability for claims, demands, damages and costs including attorneys' fees arising in any way out of the conduct of said camp or related activities as provided in the Agreement, for whatever reason whether caused by the negligence of Artist its agents or employees or otherwise, except for any liability for claims, demands, damages or cost arising from the sole negligence or willful misconduct of College. Artist further agrees to defend and indemnify College against any claims brought or actions filed against College, arising in any way out of the use of College against any claim brought or actions filed against College, arising in any way out of the use of College facilities or services as herein provided, and against all costs including attorneys' fees incurred by College in connection therewith. College reserves the right to deny use of or access to any College facility for cause.

#### Independent Contractor Status

It is understood and agreed that Artist is an independent contractor, and nothing contained herein shall be deemed to create an employer-employee relationship, joint venture or partnership between Artist and College. It is further understood that Artist is an independent contractor and assumes all responsibilities for federal income tax withholding, Social Security, state taxes, and Worker's Compensation insurance.

Use of the College name, logo or trademark by Artist in advertising, promotion or publicity, or in any other manner, shall be made only with the prior written consent of College. Artist may use the name "Menlo College" only to identify the location at which the engagement will be held.

No advertising, press releases, or any form of public notice of performance by Artist may be given until the contract has been signed by both parties

Executed on the dates written below at Atherton, CA

Artist

Menlo College

by: \_\_\_\_\_

by: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_