

AGREEMENT

THIS AGREEMENT is made by (ASUCLA) and between

hereinafter referred to as "PERFORMER", and ASSOCIATED STUDENTS, UNIVERSITY OF CALIFORNIA, LOS ANGELES, hereinafter referred to as "ASUCLA".

THE PARTIES HERETO FOR THE CONSIDERATIONS HEREINAFTER NAMED MUTUALLY AGREE AS FOLLOWS: ASUCLA hires the personal services of PERFORMER according to the following terms and conditions:

NAME AND LOCATION OF PLACE OF ENGAGEMENT: _____

DATE(s) of engagement _____ and TIME OF HIRING :(Start) _____ (End) _____

PRICE AGREED UPON: \$ _____ TO BE PAID AS FOLLOWS: _____ C h e c k _____
(Amount above \$1,500.00 is subject to tax withholding)

To be paid to: _____

Social Security or Tax ID Number: _____

ADDITIONAL TERMS AND CONDITIONS: LATE ARRIVAL MAY RESULT IN A DEDUCTION OF THIS HONORARIUM PAYMENT

Further terms and conditions attached hereto and marked "Exhibit A", namely paragraphs(s) labeled _____ 1 – 9 (see the back) _____ form and integrated part of this agreement between PERFORMER and ASUCLA and are incorporated by this reference and made a part hereof, and that PERFORMER and ASUCLA hereby agree to be bound by any and all of such paragraph(s) as if rewritten and included here.

PERFORMER agrees not to assign or sublet the whole or any portion of this agreement without the express prior written consent of ASUCLA. PERFORMER agrees not to assign any moneys due or to become due performer agrees not to assign any moneys due or to become due PERFORMER hereunder.

Complete administrative supervision of this engagement shall be made by ASUCLA. Notwithstanding said supervision, ASUCLA is in no wise associated or otherwise connected with the actual performance of this agreement on the part of PERFORMER; PERFORMER is an independent contractor in the performance of each and every part of this agreement and solely and personally liable for any and all damages which may be occasioned by the operation of this agreement, whether the same be for personal injuries or damages of any kind. ASUCLA is interested only in the results obtained and shall be the sole judge thereof. PERFORMER, in signing this agreement, or having same signed by a representative, acknowledges his (her or their) authority to do so, and hereby assumes liability for performance hereunder and also, if applicable to the services to be rendered hereunder, to provide workmen's compensation insurance and to pay social security taxes and unemployment insurance taxes as required by law.

If any action at law or in equity is instituted on, in connection with, or arising out of this agreement by ASUCLA against PERFORMER and/or a third party or parties, or against ASUCLA by PERFORMER and/or a third party or parties, or if ASUCLA is made a party to any such action, ASUCLA shall be entitled to receive its costs and expenses in connection with such action or actions, and attorneys' fees in a reasonable amount, and if ASUCLA recovers judgment in any action, such costs, expenses and attorneys' fees shall be included in any such judgment.

Notwithstanding anything to the contrary contained herein, ASUCLA shall have the final authority with reference to any and all matters concerning or connected with the public image of the ASUCLA and/or the University of California, Los Angeles, and/or the financial responsibility of PERFORMER.

Time for performance by PERFORMER of each and all of the obligations hereunder is of the essence of this agreement.

This agreement shall insure to the benefit of the successors and/or assigns of the ASUCLA.

All verbal negotiations and agreements prior to the execution date of this agreement are merged herein and superceded hereby

ASUCLA Officer/Commissioner: _____ OK'd by Signature: _____
Signature of Project Director or Commissioner (Appointed or Elected Officer) Date

WE EXECUTE THIS AGREEMENT AND MAKE ITS TERMS AND CONDITIONS EFFECTIVE FROM THIS _____ DAY OF _____, 20_____.

✓ _____
Performer's Signature

By _____
Performer's Authorized Representative (Date)

Agent or Representatives Printed Name

✓ _____
Performer, Agent or Reps Permanent Address Telephone

✓ _____
City Zip

ASSOCIATED STUDENTS, UNIVERSITY OF CALIFORNIA
LOS ANGELES (This agreement becomes binding on
ASUCLA only when signed by the named individuals
below).

By _____
ASUCLA Student Union Director (Date)

ASUCLA STANDARD AGREEMENT
EXHIBIT A: FURTHER TERMS AND CONDITIONS

Paragraph No. 1

ALL INCLUSIVE PRICE AGREED UPON

The price agreed upon hereunder includes any and all expenses whatsoever incurred by or which will be incurred by PERFORMER to carry out the terms of this agreement.

Paragraph No. 2

FORCE MAJEURE

This agreement of the PERFORMER to appear is subject to proved detention by sickness, accidents, or accidents to means of transportation, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond the control of PERFORMER.

Paragraph No. 3

RECEIPTS FOR PAYMENT IN FULL REQUIRED

ASUCLA shall have additional administrative control of the services which PERFORMER will render under the terms of this agreement in that if PERFORMER consists of more than one individual, the designated "leader" of said PERFORMER shall distribute the amount due from ASUCLA himself and all other individuals making up PERFORMER and thereupon take and turnover to ASUCLA receipts therefore from each individual, including himself, acknowledging payment in full for any and all services rendered under this agreement.

Paragraph No. 4

EQUIPMENT – HOLD HARMLESS

PERFORMER agrees, by insurance or otherwise, to protect his materials, tools of his trade and equipment against loss or damage upon ASUCLA for any injury, loss or damage to PERFORMER, his agents or employees, or any third person or persons, but PERFORMER's rights shall be limited, so far as ASUCLA is concerned, solely and exclusively to receipt by PERFORMER of the agreement price hereunder upon the terms and conditions herein contained.

Paragraph No. 5

INSPECTION OF SITE, ETC.

By the signing of this agreement PERFORMER acknowledges that he has read and understands all of the terms and conditions of this agreement, has inspected the site where the engagement is to be performed and is familiar with all laws, regulations, codes, ordinances, and rules pertinent to the engagement hereunder.

Paragraph No. 6

INSOLVENCY

In the event PERFORMER makes an assignment for the benefit of creditors, files a petition in bankruptcy, has a petition in bankruptcy filed against him, suffers or permits and attachment, levy or execution to remain against any moneys due or to become due to PERFORMER. ASUCLA shall be entitled to cancel this agreement forthwith in addition to any other remedies ASUCLA may have by the terms and conditions hereunder or by law provided.

Paragraph No. 7

REPRODUCTION OF ENGAGEMENT

ASUCLA and PERFORMER agree that ASUCLA has the exclusive right of record, transmit, photograph and/or reproduce the services and/or work product rendered hereunder by PERFORMER by and mechanical or other means whatsoever and such reproduction or reproductions shall be the sole and exclusive property of ASUCLA.

Paragraph No. 8

COPYRIGHT INFRINGEMENT

PERFORMER agrees to defend, indemnify, and to hold harmless ASUCLA against any and all claims, demands, cost and expenses that ASUCLA may sustain or incur by reason of any infringement or violation of any copyright or proprietary right in connection with this agreement.

Paragraph No. 9

PUBLICITY APPROVAL

Any publicity, written, spoken or otherwise, in connection with the engagement must have the express prior written approval of ASUCLA.

(These provisions are not a part of the Agreement on the reverse hereof, unless the applicable paragraph numbers appear in the appropriate place on the Agreement.)