University Enterprises, Inc.
SACRAMENTO STATE
Sponsored Programs Administration
6000 J Street, Sacramento, CA 95819-6111
Hornet Bookstore Bldg. 3400 P (916) 278-7565
www.csus.edu/sp F (916) 278-4886

AGREEMENT AND PAYMENT REQUEST FOR PERFORMERS

For services provided by guest speakers, entertainers or performers

- Form must be submitted to Sponsored Programs Administration in advance of services per Chancellor's Office requirements.
- Agreement is not valid until all parties have signed including University Enterprises, Inc.
- Submit form with sufficient advance notice for timely check processing.
- Checks marked for pick up cannot be provided to Performer until day of event.
- Checks marked for mailing will not be mailed until after the event has occurred.

ACCOUNT NUMBER: _____ **OBJECT CODE:** _____ **PEID** (UEI Use Only): _____

MAIL CHECK: ☐ YES ☐ NO ☐ Call for pickup: _____

1. PERFORMER INFORMATION

CONTRACTING PARTY (Business/Individual - Full Legal Name) _____ TELEPHONE _____

ADDRESS _____ EMAIL _____

CITY, STATE, ZIP _____ INCORPORATED ☐ **YES** ☐ **NO**

Are you a current employee of the CSU, the University, or UEI?

☐ **YES** *IF **yes**,* do not use this form. Performer must be paid as an employee by UEI. *Contact SPA account analyst for information*.

☐ **NO** *IF **no**,* please provide name of current employer and your title. _____

Are you a U.S. citizen? ☐ **YES** ☐ **NO** *If no, additional information may be required.*

2. PERFORMANCE INFORMATION

EVENT TITLE: _____

►►►ATTACH FLYER, ANNOUNCEMENT, AGENDA, ETC. ANNOUNCING PERFORMANCE

DATE _____ TIME _____ (HH:MM AM/PM) DURATION _____ (total hours, days, etc.) LOCATION _____

DESCRIPTION OF ENGAGEMENT: _____

AMOUNT DUE: _____

3. SIGNATURES

PERFORMER AGREEMENT and CERTIFICATION:
I agree to perform the services described above at the rate indicated. I certify that the data supplied above is true and correct, that I will perform the services described above, and that this amount is not in excess of my normal charges for similar services. I also agree to the terms and conditions on page two (2) of this agreement.

AUTHORIZED PROJECT REPRESENTATIVE:
I certify the services and fees as outlined above will be performed and that this performer was selected based on his/her expertise in this field or entertainment/performance area.

NAME (print)	PERFORMER'S SIGNATURE	DATE	NAME (print)	SIGNATURE	DATE

4. UEI APPROVAL/ACCEPTANCE

ACCOUNT ANALYST: **DIRECTOR, SPONSORED PROGRAMS ADMINISTRATON:**

NAME (print)	SIGNATURE	DATE	NAME (print)	SIGNATURE	DATE

TERMS and CONDITIONS

1. The Performer/Entertainer/Speaker (Performer) agrees to indemnify, defend and save harmless University Enterprises, Inc., hereafter referred to as "UEI," the State of California, the Trustees of the CSU, California State University, Sacramento, and the directors, officers, employees, volunteers, and agents of each of them from and against any and all claims, losses, damages, allegations, penalties, and/or liabilities directly or indirectly caused by, arising out of, or in any way connected with the performance of this agreement.

2. Contractor shall perform the Services as an independent contractor and not as an officer, employee, or agent of UEI. Contractor warrants and represents that as part of an independently established business, he/she customarily performs for others the same or similar work as that required of Contractor hereunder. All rights in copyrightable works first created by the Contractor in the performance of the Services are the property of the Contractor. Contractor hereby grants UEI a perpetual, fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to publish, use, reproduce, prepare derivative works, and distribute copies of Contractor's work hereunder for educational purposes. Contractor warrants and represents in the performance of the Services, Contractor will not infringe on or violate the intellectual property rights of others, nor will Contractor make any statements or engage in any activities that are defamatory in nature.

3. The agreement represents a contract for Performer to perform personal services for UEI. Without the written consent of UEI (which may be granted or denied in UEI's sole discretion), this agreement is not assignable by the Performer either in whole or in part.

4. Time is of the essence with respect to the performance of Performer's obligation hereunder.

5. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto. This agreement represents the full and final understanding between the parties with respect to the subject matter specified herein, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

6. The consideration to be paid the Performer as provided herein shall be for all expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly provided. California Revenue and Taxation Code Section 18662 and the related California regulations require the withholding of income taxes on payments of California source income to nonresident entities. If Performer is a nonresident who wishes to be exempt from such withholding and is qualified to be so exempt, he/she must file a completed FTB Form 590 with UEI prior to the performance.

7. Reserved.

8. Unless otherwise stated and agreed upon in writing, UEI and its agents as well as the media will be allowed to photograph and record this performance for any and all lawful purposes.

9. If a sound system is involved in the performance, UEI shall have the right to control the sound levels, sound mix, and/or operate any sound equipment as may be required by the event. UEI shall also have the right to determine and control whether and what security services are required for the performance.

10. By signing this agreement, the Performer certifies that he/she is not and will not be receiving compensation or reimbursement of expenses from any other project sponsored by the federal government or with federal funds for the same or similar services as provided through this agreement and is therefore not receiving dual compensation for the services to be provided herein.

11. Performer will be responsible for removing all of his/her personal property from the premises immediately following the completion of the performance. Neither UEI nor California State University, Sacramento will be in any way responsible for loss of or damage to Performer's personal property.

12. Performer acknowledges that if he/she will be performing on the California State University, Sacramento campus, (i) Performer will ensure that his/her conduct and the performance shall in all cases be lawful and appropriate for a college setting, (ii) Performer will comply with all campus policies and procedures, including but not limited to those relating to parking, and (iii) the premises are owned by the State of California, and Performer's use thereof for the purposes specified herein may constitute a possessory interest for which a real property tax may be imposed by a governmental agency. If such tax is imposed, Performer will fully and timely pay it.

13. UEI reserves the right to terminate this agreement for convenience and without penalty or liability, upon written notice to the Performer.

14. Performer will maintain the necessary levels and coverage of insurance in performing this agreement or assume own risk.

15. In compliance with Section 7110 of the California Public Contracts Code, which incorporates Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code (Child Support Compliance Act), UEI is required to report all individuals and/or sole proprietors to the Employment Development Department if this agreement (or combination of agreements) exceeds $600 per calendar year.

16. This agreement shall be construed in accordance with the laws of the State of California, excluding its choice of law provisions. With respect to any legal action arising out of this agreement, (i) the parties to this agreement irrevocably submit to the jurisdiction of the federal and state courts located in Sacramento County, California, (ii) Sacramento County, California shall be the sole proper venue, and (iii) the prevailing party shall be entitled to an award of its reasonable attorneys' fees.