



Associated Students Modesto Junior College

Entertainment Contract

This contract, made and entered into this _____ day of _____,
20____ by and between _____ of Modesto Junior College,
hereinafter referred to as "purchaser" and _____,
hereinafter referred to as "Speaker or Artist".

The Speaker or Artist will appear at the time and place specified below. Purchaser shall furnish a place for the performance, in good condition, together with all standard stage accessories and properties. If for any reason not within the control or by fault of Purchaser the Speaker or Artist is prevented from appearing, then this contract shall be deemed terminated, and the speaker or Artist shall have no claim for damages against the Purchaser by reason thereof.

TYPE OF ENGAGEMENT _____

PLACE OF ENGAGEMENT _____

DATE(S) _____ TIME(S) _____

CONTACT NAME _____

BUSINESS ADDRESS _____

CITY _____ STATE _____ ZIP _____

TERMS \$ _____ BUSINESS PHONE _____

STAGING REQUIREMENTS TO BE PROVIDED BY PURCHASER _____

SOCIAL SECURITY NUMBER/TAX ID NUMBER _____

CHECK PAYABLE TO: _____

NOTE: Vendor must sign second page of contract

Entertainment Contract Continued

The Purchaser hereby agrees to pay for the services and materials at the time, in the manner and for the consideration, herein expressed. The Speaker or Artist agrees to indemnify and save harmless the Purchaser, its officers, agents and employees from any and all losses, costs or damages of any nature or description whatsoever, accruing or resulting to the Purchaser in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured by the Speaker or Artist, its agents, servants or employees in the performance of this contract. Depending on the type of event, special event insurance may be requested.

Each of the parties hereto shall be solely liable for actively negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its representatives and employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend, and save harmless the other party, its officers, agents and employees from any and all claims and losses proximately caused by the party's active negligent or wrongful acts or omissions."

The parties hereto agree that the Speaker or Artist and any agents and employees of the Speaker or Artist in the performance of this agreement shall act as an independent contractor and not as officers or employees or agents of the Purchaser.

The Purchaser may terminate this agreement and be relieved from any obligations indicating payment of any consideration to the Speaker or Artist should Speaker or Artist arrive at the performance site noticeably under the influence of intoxicating beverage, narcotics, or drugs. In addition, the Speaker or Artist shall be responsible for any and all costs, expenses, damages (including the Purchaser's actual expenses incurred in preparation for the performance), and claims arising out of any such cancellation.

This agreement is not assignable by either party either in whole or in part.

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto and contains all of the covenants and agreements between the parties. Each party to this agreement acknowledges that no representations, inducements, promises or agreements orally or otherwise have been made by any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing.

Please be sure the attached W-9 is completed and all information is accurate before returning this contract to us. Sign and return this contract to the Student Development and Campus Life Office, Modesto Junior College, 435 College Avenue, Modesto, CA 95350.

Print Name of Speaker or Artist

Executive Vice Chancellor, Teresa Scott

Signature of Speaker or Artist

Date