

STANDARD ENGAGEMENT AGREEMENT

This agreement, made and entered into this _____ day of _____, by and between _____ hereinafter referred to as "Artist(s)" and the Board of Regents of the Nevada System of Higher Education on behalf of the Associated Students of the University of Nevada, hereinafter referred to as "Purchaser".

WITNESSETH:

- (1) That Artist(s) is in the business of providing personal services as defined more fully hereafter; and
- (2) That Purchaser seeks to hire Artist(s) under terms and conditions more fully set forth hereafter.

THEREFORE, In conclusion of the mutual covenants and conditions agreed upon, the undersigned Artist(s) and Purchaser have reached agreement based upon the following facts and recitations:

1. Name under which ARTIST(s) operates: _____

2. Name and address of agent: _____

Area Code and Phone: _____

3. Date of Agreement: _____

4. Official Institution Representative: _____

5. Agreed price for engagement and how paid: _____

6. Performance day and date: _____

7. Performance Place: _____

8. Length of Performance: _____

9. Arrival Time: _____ Show Time: _____

10. If riders are to be made of this agreement indicate below:

_____ Purchaser

_____ Artist

_____ Agent

11. The following responsibilities can include responsibility for event planning on either party for the following: sound & light equipment, food, tables, chairs, entertainment, venue reservation, fiscal resources distribution for the event, publicity, etc.

Responsibilities of the Artist/Vendor/Co-Sponsoring Party

Responsibilities of the Purchaser/Sponsor (ASUN)

Please attach additional documentation that commits either parties to additional responsibilities for the specified event.

In furtherance of the intent of paragraph five, above, it is specifically understood that all payments will be made as specified, and only with cash, cashier's check, or school check, unless other arrangements are made in writing, prior to the engagement.

Purchaser agrees to provide adequate electrical outlets and a designated area which reasonably allows for the proper presentation of the performance.

Artist(s) may cancel only for legitimate conditions beyond their control including, by way of example, sickness, accident, riot, strike, epidemic, acts of God, delay of public transportation; any cancellation request is subject to review by appropriate staff of Purchaser and it deemed to be not legitimate, the payment will be cancelled.

It is understood and agreed that Purchaser may cancel the performance and any payment due for that performance under the terms of this contract if Purchaser determines Artist(s) is/are intoxicated or under the influence of controlled substances at the time of performance, or, further, if Artist is deemed to be in violation of any Washoe County, state, federal or University of Nevada law, regulation or ordinance.

It is understood that Artist(s) execute(s) this Agreement as an independent contractor and is not an employee of the Purchaser and that Artist(s) shall have the executive control over the means, methods and details of fulfilling Artist(s) obligation under this contract, except for performance time(s) and minimum/maximum length of act. Artist(s) agree(s) to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future; in any way pertaining to the engagement hereunder, including but not limited to, Social Security laws, Workmen's Compensation insurance, income taxes, employment insurance taxes or contributions and Public Liability Insurance; Artist(s) will hold Purchaser harmless against any responsibility under the foregoing as well as against all Union claims for welfare payments.

Artist(s) represent(s) that in performing Artist(s) act under the terms of this contract. Artist(s) are not infringing on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said act or appearance is an infringement on the property right, copyright, patent right or other rights of some party unrelated to Artist(s), Artist(s) will indemnify the Purchaser against any and all loss, damage cost, attorney fee or other loss (whether compensatory or punitive) whatsoever by reason of Booking Agency permitting or allowing the presentation of the act or attraction called for herein; further, Artist cannot promote the contracted for event except through the use of the ASUN Public Relations Department.

Artist agrees to provide and furnish Purchaser, and to keep in force at all times during the term of this agreement, public liability insurance requested by Purchaser, which shall cover Purchaser from any liability associated with Artist(s) performance at the performance place as stated in 7 above.

This agreement shall be construed in accordance with the laws of the State of Nevada. Any controversies arising between the Artist(s) and the Purchaser pertaining to this contract shall be resolved by the Courts of the State of Nevada.

The Purchaser warrants the signor herein is an authorized representative of the Board of Regents of the Nevada System of Higher Education, Associated Students and does not assume any personal liability for meeting the terms of the contract.

Any notice or correspondence necessary to be sent by either Artist(s) or Purchaser, shall be sent to the address listed under the signatures hereafter.

ARTIST

Print Name: _____

Title: _____

Signature _____

Date: _____

PURCHASER

For the Board of Regents of the Nevada System of Higher Education.

Print Name: _____

Title: _____

Signature _____

Date: _____