

STANDARD ENGAGEMENT AGREEMENT

The undersigned Artist(s) and Purchaser agree to the following terms and conditions for the engagement described below:

1. Name under which ARTIST(S) operates:
2. Number of artists: One
3. Name of Purchaser: University Of Portland, Student Activities
Address: 5000 N. Willamette Blvd.
City: Portland State: OR Zip: 97203 Phone:
4. Agreed price for engagement and how paid:
Check mailed after services rendered.
5. Performance Day and Date:
6. Performance Place: University of Portland
7. Length of Performance:
Number & Length of Breaks: N/A
8. Arrival/Set-up Time: Rehearsal Time: Start Time:
9. Personnel Reports To:
10. Is a rider part of this agreement? YES NO
If YES, attach rider to contract

11 It is understood that the Artist(s) executes this agreement as an independent contractor and is not an employee of the Purchaser and that Artist(s) shall have the exclusive control over the means, method and details of fulfilling his or her obligation under this contract, except for performance time(s) minimum and maximum length of act.

12 Artist(s) agree 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, Workman's Compensation Insurance, Income Taxes, State Employment Insurance Taxes or contributions, Public Liability Insurance; and Artist(s) will hold Purchaser harmless against any such laws as well as against all Union claims for welfare payments.

13 Artist(s) represent that in performing under the terms of this contract, they 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 cost, attorney fee or other loss whatsoever by reason of Booking Agency permitting or allowing the presentation of the act or attraction called for herein.

14 Any controversies arising between the Artist(s) and the Purchaser pertaining to this contract shall be resolved by the Courts of the State wherein the engagement is performed.

15 If, due to illness, accident, death, or other causes legally known as the acts of God, the Artist(s), or Purchaser is forced to cancel a contract, neither party, nor any other representative shall be liable for any amount over that paid, if any, as a deposit by the Purchaser.

16 Artist(s) agree to abide by all University rules and regulations especially those regarding the use of alcohol and illegal substances.

17 If lodging is made part of the contract, Artist(s) is/are responsible for all of his/her/their actions as well as the actions of Artist(s) personnel while in the hotel.

18 Artist agrees to respect University of Portland Catholic heritage. No rude or crude sexually explicit lyrics, remarks or innuendos made before, during, or after the performance.

19 Artist agrees to have any personal guests approved at least 48 hours prior to performance by Bethany Sills, Assistant Director of Student Activities and Multicultural Programs Coordinator.

20 The Purchaser, in signing this contract warrants that s/he signs as a properly authorized representative of the institution and does not assume any personal liability for meeting the terms of the contract.

X _____

Fr. John Donato, C.S.C.

Title: Vice President for Student Affairs

Date

Address 5000 N Willamette Blvd.

City/State/Zip Portland, OR 97203

Date

Phone

Address

City/State/Zip

Tax ID/Social Security #

Signed contract must be returned no later than three week prior to engagement in order for Purchaser to process a University check to be paid on date of performance. If contract is not received three week prior to the performance date, a check will be mailed to Artist at the above address.