



# Standard Agreement Form

1. Agreement Date: \_\_\_\_\_
2. This agreement is entered into effect upon proper and authorized signature between Associated Students, California State University, Fullerton, Incorporated, hereafter referred to as ASI and \_\_\_\_\_ hereafter referred to as contractor.  

Name of Contractor
- a. Questions regarding the agreement should be directed toward \_\_\_\_\_  
at \_\_\_\_\_ or ASI Leader and Program Development at 657-278-7736.  

Student Director
- b. This agreement is in reference to \_\_\_\_\_ sponsored by \_\_\_\_\_  
and \_\_\_\_\_  

Phone NumberName of EventName of Organization
3. The contractor agrees to furnish ASI with the following service/performance:  

- a. Service/Performance Title: \_\_\_\_\_
  - b. Service/Performance Date and Time: \_\_\_\_\_
  - c. Service/Performance Location: \_\_\_\_\_
  - d. Service/Performance Price: \$ \_\_\_\_\_ to be paid by corporate check after service/performance is rendered.
  - e. Load-In Time: \_\_\_\_\_ ; Load-Out Time: \_\_\_\_\_
  - f. Number of sets: \_\_\_\_\_ ; Set length: \_\_\_\_\_
4. ASI does not accept liability for any oral agreements. Any riders or addenda must be duly signed by both ASI and the contractor to be in full effect.
5. At the conclusion of the service/performance, ASI shall pay the contractor the aforementioned service/performance price by its corporate check. If any unforeseen delay occurs in processing of the corporate check, ASI shall notify contractor and have up to ten (10) business days to produce and disburse payment. The contractor agrees to be available on site of the agreed-upon service/performance prior to the start of the aforementioned service/performance. Unless prior approval of ASI is granted, failure of the contractor to be ready to provide the service/performance at the scheduled time shall be cause for a twenty-five percent (25%) reduction of the fee for each 15 minutes of delay or fraction thereof. Such delay necessarily shall require additional days to process and mail a new check.
6. California law requires ASI to withhold applicable California State Income Tax from fees that ASI pays to contractors, lecturers, performers, and other independent contractors who are not California residents. ASI complies with the state regulation and shall withhold state income tax for all payments of \$1,500.00 and over. The California Franchise Tax Board determines the percentage withheld based upon the agreed upon fee, travel reimbursement, and other reimbursed expenses. The Franchise Tax Board can advise the contractor on the procedures by which a refund may be filed: PO Box 651, Sacramento, CA 95812-0651 or 916-845-6262.
7. In the event that an act of God (e.g. earthquake, fire, wind, rain), riot or police order requires ASI to cancel this service/performance, ASI shall not be liable for any of the agreed fees, except when ASI cannot notify contractor by telephone or tele-facsimile at least 24 hours prior to the start of the service/performance. Should the contractor cancel this agreement less than 30 days prior to the date of the service/performance, except due to an act of God as described above, the contractor agrees to reimburse ASI for all documented out-of-pocket expenses for publicity, advertising, ticket printing, facility and equipment rental, labor costs, and legal costs including attorney's fees, court costs, bonds, and costs related to legal action initiated by ASI.
8. ASI does not pay for or provide for alcohol, tobacco products or first-class airfare.
9. The contractor shall defend, indemnify, and hold Associated Students, California State University, Fullerton, Inc., the State of California, the California State University, California State University, Fullerton, and all of their several officers, directors, agents, employees and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of contractor, its officers, employees or agents.

**Standard Agreement Form, Associated Students, California State University, Fullerton, Inc.**

Contractor: \_\_\_\_\_

Service/Performance Date: \_\_\_\_\_

- 10. The contractor holds exempt from any liability based upon this agreement ASI employees and/or volunteers while carrying out their duly appointed responsibilities. All liabilities are borne by ASI corporate body except where employees and/or volunteers are acting outside their duly appointed responsibilities or are acting contrary to ASI policies and procedures.
- 11. ASI shall hold the contractor and the contractor's service/performance provided (i.e. talent) liable for complying with all local, state and federal laws as well as any and all policies regarding use of the venue facilities. Further, ASI shall hold said responsible for complying with the reasonable directions of venue staff. Notably, but not exclusively, ASI has policies that prohibit the use of tobacco products inside of buildings as well as prohibiting the possession or consumption of alcoholic beverages outside of the Pub. For the purposes of this agreement, the ASI staff member shall determine "reasonable directions of venue staff". Contractor accepts liability for any and all damage incurred to the service/performance venue. Damages to venue shall be paid for out of the agreed upon service/performance price amount. If damages exceed the agreed upon service/performance price amount, the contractor shall provide a check for the difference within ten (10) working days.
- 12. The ASI shall retain the right to photograph, audio-record or videotape the service/performance under this agreement for ASI publications and/or promotional materials.
- 13. The ASI in its programs and services adheres to the principles of nondiscrimination, affirmative action, and equal opportunity in the areas of race, creed, national origin, sex, sexual orientation, age, and disability. Contractor, in the signing of this agreement and during the service/performance, warrants that contractor will not discriminate on the aforementioned basis. Further, contractor agrees that particular attention and forethought has been given to the elimination of discriminatory language and content during service/performance.
- 14. ASI corporate policy requires that all contractors complete the attached IRS W-9 Form. Non-residents should complete the IRS W-8 Form.
- 15. The contractor asserts that the contractor or the service provider/performer/speaker is being employed as an independent contractor for all purposes related to the services provided per this Standard Agreement including travel to and from the event or activity. Further, the contractor or the service provider/performer/speaker is not an employee of the Associated Students, CSUF, Inc. As an independent contractor, the contractor or the service provider/performer/speaker represents that she or he has all insurance required by the State of California including Workers' Compensation Insurance.
- 16. The laws of the State of California shall govern the validity, construction and effect of this agreement. Any disputes arising from this agreement shall be adjudicated in the Orange County, California judicial system.

\_\_\_\_\_  
Keya Allen, Associate Executive Director or designee  
Associated Students, California State University, Fullerton, Incorporated

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (Please Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number