

Council Approval Date: NA

Agenda Item: NA

Contract Amount: Per Exhibit A

CITY OF SANTA CLARITA

PERFORMER AGREEMENT



PERFORMER: [REDACTED]

CONTACT: [REDACTED]

EMAIL: [REDACTED]

TELEPHONE: [REDACTED]

This Performer Agreement (“Agreement”) is made and entered into by the City of Santa Clarita (“City”) and the above-named (“Performer”), as an independent contractor, in the offering of the performance for the City outlined below:

The Performer agrees to provide the agreed upon performance in a reasonable and professional manner on the following date, time, and at the following location:

Type of Performance(s): Production of [REDACTED]

Date(s): [REDACTED]

Time(s): Various

Location: The MAIN Theatre

Agreed Fee: Per Exhibit A

Scope of Work

Performer’s proposal is attached hereto and incorporated herein by reference. Except as otherwise expressly provided in the approved portions of the proposal or as otherwise approved in writing by City, Performer is responsible for all labor, materials, equipment, transportation, loading and unloading, and other inputs required for the completion of tasks and subtasks that are addressed in the Agreement.

Independent Contractor

The parties agree and understand that neither Performer nor anyone employed or hired by Performer will be an employee of the City, but will be solely an independent contractor acting under this Agreement, shall be solely responsible for payment of federal and state income and other taxes, will not be an employee of City for Worker’s Compensation or any other purposes,

will not have Unemployment Insurance Benefits, Social Security coverage, or other employee benefits, and will have no right or authority to bind the City in any manner.

Performer represents that the Performer agrees to comply with all applicable federal and state workplace and employment laws including those that relate to minimum hours and wages, occupational health and safety, workers compensation insurance and state, county and local orders.

Assumption of Risk of Loss

To the greatest extent permitted by law, Performer hereby assumes, and waives and releases the City and all of its officers, agents, and employees from, any and all risk of loss and damage to Performer property due to fire, theft, rain, water overflow/leakage, acts of God, inadequate security, and any other cause, even if caused or contributed to by acts, omissions or negligence of the City or its officers, agents, or employees. Performer may maintain personal property insurance to cover any loss or damage to its property, and will look solely to such insurance for recovery.

Indemnity

Performer agrees to indemnify, defend, and hold harmless City and all of its officers, agents, and employees for any and all liability, claims, damages, or injuries to any person, including injury to Performer's employees and all claims, which arise from or are connected with the performance of this Agreement including but not limited to any claims for infringement or violation of any third-party copyright, trademark or other intellectual property rights, and all expenses of investigation and defending against same provided, however, that this indemnification and hold harmless shall not include any claim to the extent caused by the active or sole negligence or willful misconduct of the City, its agents, or employees.

Performer agrees to print and provide the attached City of Santa Clarita Performance/Presentation Participant Waiver to any and all persons acting for or under the control of Performer. The Performance/Presentation Participant Waiver must be signed and dated by each individual who assists in performing any and all tasks included in this Agreement. The original signed version of the waiver must be returned to City Project Manager/Staff Contact prior to the commencement of work.

Insurance

[All insurance terms subject to review and approval of City Risk Manager]

General Insurance Requirements:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$1,000,000
Workers compensation:	Statutory requirement (if applicable)

All insurance shall name City of Santa Clarita as an additional insured. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under the policy if not named as an additional insured, and an additional insured shall not be held liable for any premium or expense of any nature on the policy or any extension thereof solely because they are an additional insured thereon.

A Certificate of Insurance, and an additional insured endorsement (for general liability), evidencing insurance coverage with a company acceptable to the City's Risk Manager shall be submitted to City prior to execution of this Agreement on behalf of the City.

General Liability Insurance: Performer agrees to procure and maintain general liability and property damage insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, and property damage, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly from any act or activities of Performer, or any person acting for Performer or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of Performer, or any person acting for Performer, or under its control or direction. Such general liability and property damage insurance shall also provide for and protect City against incurring any legal cost in defending claims for alleged loss. Such general liability and property damage insurance shall be maintained in the following minimum limits: A combined single-limit policy with coverage limits in the amount of \$1,000,000 per occurrence will be considered equivalent to the required minimum limits.

Worker's Compensation Insurance: Performer shall procure and maintain worker's compensation insurance in the amount as will fully comply with the laws of the State of California and shall indemnify, insure, and provide legal defense for both Performer and City against any loss, claim, or damage arising from injuries or occupational diseases happening to any worker employed by Performer in the course of carrying out this Agreement. The insurer(s) agree to waive all rights of subrogation against City, its elected or appointed officers, officials, agents, volunteers, and employees for which losses paid under the terms of the workers compensation policy which arise from work performed by Performer for City. However, if Performer does not have employees, he/she may be exempt from the Labor Code and must sign an affirmation of such.

All required insurance must be in effect prior to awarding this Agreement, and it or a successor policy must be in effect for the duration of this Agreement. Maintenance of proper insurance coverage is a material requirement of this Agreement, and the failure to maintain and renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract. If Performer, at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, City shall be permitted to obtain such insurance in Performer's name at Performer's sole cost and expense, or may terminate this Agreement for material breach.

Without limiting any other Performer obligation regarding insurance, should Performer's insurance required by this Agreement be cancelled at any point prior to expiration of the policy, Performer must notify City within 24 hours of receipt of notice of cancellation. Furthermore, Performer must obtain replacement coverage that meets all contractual requirements within 10 days of the prior insurer's issuance of notice of cancellation. Performer must ensure that there is no lapse in coverage.

If the operation under this Agreement results in an increased or decreased risk in the opinion of the City's Risk Manager, then Performer agrees that the minimum limits hereinabove designated

shall be changed accordingly upon written request by the Risk Manager.

Performer agrees that provisions of this Section as to maintenance of insurance shall not be construed as limiting in any way the extent to which Performer may be held responsible for the payment of damages to persons or property resulting from Performer's activities, the activities of his/her employees or volunteers, or the activities of any person or persons for which Performer is otherwise responsible.

Waiver of Auto Liability

Presenter/Trainer shall provide a waiver releasing City from all liability resulting from Presenter/Trainer's use of business and/or personal vehicles in connection with the presentation/training in the form attached hereto.

Termination

City may terminate this Agreement for any reason or for no reason, with or without a default. Except to the extent City terminates this Agreement for default or due to circumstances outside the control of the City and Performer (including but not limited to war, severe weather, state of emergency, natural disaster, or similar) City will still be obligated to pay Performer an equitable portion of the Agreed Fee. Such equitable payment must be requested by Performer within 30 days of City's termination.

W-9 – Request for Taxpayer Identification Number and Certification

Pursuant to Senate Bill 542, chaptered in 1999, the Employment Development Department (EDD) of the State of California requires that a W-9 Form be filed by all vendors for all contracts entered into with the City of Santa Clarita. Performer agrees to complete all required forms necessary to comply with EDD regulations.

Counterparts and Signatures

The parties agree that this Agreement may be executed in counterpart and that each fully executed copy of this Agreement shall have the same binding force and effect as an original. The parties further agree that facsimile and email signatures shall have the same force and effect as original signatures.

Other

Performer hereby gives permission to the City, without additional fee, to use any photograph or digital representation of Performer as the City determines in its sole discretion in any City brochure, internet site or other publication, in all media (including electronic and digital) throughout the universe. Performer agrees that City photographers and select press photographers may use flash photography discreetly during all performances for news, publicity and documentary purposes.

This writing constitutes the entire agreement between Performer and City with respect to the subject matter hereof. This Agreement shall not be amended, except by a writing executed by both parties.

Electronic Transmission of Contract and Signature


The parties agree that this Agreement may be transmitted and signed by electronic mail by either/any or both/all parties, and that such signatures shall have the same force and effect as

original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this contract on this date of 01/03/2025 .


FOR CONTRACTOR:

By:  _____
DocuSigned by:
8FB77BD6DE944 (Signature)

By: _____
(Signature)

Name:  _____

Name: _____

Its:  _____
(Title)

Its: _____
(Title)

FOR CITY OF SANTA CLARITA:

By:  _____
Signed by:
C928375156DD411...

Tom Cole Director of Economic Development

(Print Name & Title)

Date: 01/03/2025 _____

For Performer: please enter contact information and address where your payment is to be received.

