AGREEMENTS WITH PERFORMING ARTISTS
RESOURCE GUIDE

A. CODE OF PROFESSIONAL CONDUCT FOR SAFE EVENTS

All Performing Artists should receive your code of conduct prior to finalizing the performance agreement. The Artists and all individuals involved in the event (including the Artist's sub-contractors) should be required to confirm that they agree to adhere to your Code of Conduct.

B. SPECIAL EVENTS INSURANCE

CSURMA members have access to a special event liability insurance program which can provide insurance specifically for individual CSU events. When special event liability insurance is purchased, the event is taking responsibility for those event related losses which may occur. Claims alleging an unsafe condition of the premises may be excluded from the special events policy, so residual risk is present even when insurance coverage is purchase or provided.

The CSURMA Liability Coverage Programs for both the Campuses and AORMA members are designed to provide coverage for your negligence in planning or participating in an event that causes damage or injuries to third-parties. The Campus member have deductibles ranging between $50,000 and $900,000 per occurrence whereas the AORMA members have a $0 deductible. Purchasing special event insurance allows the Campus members to buy back coverage for their deductible as well as protecting the Campus liability program's self-insured layer of coverage.

The purchase of Special Events Insurance coverage is not a CSURMA requirement; however, some CSURMA members choose to purchase coverage for various reason including;

1. To buy back coverage for the Campus deductible,
2. Alcohol will be served at the event,
3. The event is co-sponsored by a non-CSU entity,
4. The event will include as participants a large percentage of non-CSU attendees, and/or
5. The event is outside of the typical activities (or size) hosted by the CSU or the auxiliary organizations.

Note; Special Events Insurance for hip hop and/or rap music events is limited to very few insurance markets.

C. EVENT CANCELLATION INSURANCE

Another type of event related insurance is Event Cancellation Insurance. This type of insurance can pay for pre-event expenses and some contract required payments if the event has to be cancelled due to specific causes.

For example: The CSU entity has planned and is setting up for a concert. They have rented and set up bleachers, a portable stage, grid for speakers and lights, port-a-potties; they have contracted for audio visual equipment and services, food and beverage services, and the performers. Funds have been expended for rented equipment, set up by the companies or hired laborers, and before the concert, the campus is responsible for travel, housing and food expenses for the performers. They have sold hundreds of tickets and collected thousands of dollars that may need to be refunded.

As an example, if the cause for cancellation of the concert is the required evacuation of the campus due to the danger of wildfire, and that cause is "covered" by the event cancellation insurance, the event can be reimbursed for all the covered costs as defined in the insurance contract (Policy).

Event Cancellation Insurance costs (Premiums) may be costly and may exceed the pre-event cancellations costs, in which case an event would likely choose not to purchase the event cancellation insurance. If the cost for the event cancellation insurance is only a small percentage of the pre-event expenses, the insurance could reimburse the event for the eligible pre-event expenses allowing the event to be rescheduled without doubling the pre-event costs.

It is a good practice to consider event cancellation insurance for events with significant pre-event expenses to protect the financial resources of the event and perhaps the campus as well.

D. PERFORMANCE AGREEMENT CONSIDERATIONS:

Consider integrating the following items into your written agreement with the Artist:

1. Artists agrees to provide a defense and indemnity for your organization. (See the IRIC manual, or consult with your legal counsel, for the appropriate Hold Harmless / Indemnification Agreement to include in your contract),

2. Artists agrees to name The State of California, the Trustees of The California State University, California State University, your Campus and your Auxiliary Organization(s) and employees, officers, directors, volunteers and agents as additional insureds on the **Commercial General Liability** policy (see the IRIC manual for complete insurance requirements),

3. Artist agrees that all individuals involved (including the Artist and sub-contractors) will read and adhere to your Code of Conduct.

4. Artist agrees to be legally responsible for all Artist staff, employees, sub-contractors and volunteers involved in the Event,

5. Artist agrees that he/she will require all sub-contractors to;

   a. Comply with your insurance requirements as included within the performance agreement,
   b. Collect all insurance documents from the sub-contractors, and
   c. Upon request, provide a copy of all of the sub-contractor's insurance documents.

6. Artist will confirm that all incidents or allegations of damage or injury will be reported back to the CSU and/or Auxiliary Organization.

E. INSURANCE REQUIREMENTS:

Artist and all sub-contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Artist, his agents, representatives, employees or sub-contractors.

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Artist has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

If the Artist maintains broader coverage and/or higher limits than the minimums shown above, the University and/or Auxiliary Organization requires and shall be entitled to the broader coverage and/or higher limits maintained by the Artist.

F. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The State of California, the Trustees of The California State University, California State University, your Campus and your Auxiliary Organization(s) and employees, officers, directors, volunteers and agents (collectively "University") are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Artist including materials, parts or equipment furnished in connection with such work or operations, as well as an additional insured on the Abuse and Molestation Insurance Policy. General liability coverage can be provided in the form of an endorsement to the Artist's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. **Primary Coverage.** For any claims related to this contract, the Artist's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the State of California, the Trustees of The California State University, California State University, your Campus and your Auxiliary Organization(s) and employees, officers, directors, volunteers and agents (collectively "University"). Any insurance or self-insurance maintained by the Auxiliary Organization, its officers, officials, employees, or volunteers shall be excess of the Artist's insurance and shall not contribute with it.

3. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the University and/or Auxiliary Organization.

4. **Waiver of Subrogation.** Artist hereby grants to Campus and/or Auxiliary Organization a waiver of any right to subrogation which any insurer of said Artist may acquire against the Campus and/or Auxiliary Organization by virtue of the payment of any loss under such insurance. Artist agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the University and/or Auxiliary Organization has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the University and/or Auxiliary Organization. The University and/or Auxiliary Organization may require the Artist to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the University and/or Auxiliary Organization.

7. **Verification of Coverage.** Artist shall furnish the University and/or Auxiliary Organization with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the University and/or Auxiliary Organization before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Artist's obligation to provide them. The University and/or Auxiliary Organization reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Special Risks or Circumstances.** University and/or Auxiliary Organization reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.