



Memorandum of Agreement

When signed by the parties at the places indicated, this will constitute an agreement between:

Independent Contractor/Performing Party _____ Represented by _____

And Sponsoring Organization/Paying Party _____ Represented by _____

For _____
Nature of Services Rendered

At _____
Location

On _____ at _____
Date Time

In consideration of the above, the sponsoring organization shall make payments to:

Name PLEASE ATTACH W-9 FOR TAX INFORMATION
Social Security/Tax ID

Are you employed by CSU? _____ If yes, in what capacity, (circle one) Staff Faculty

Are you a CSUS Student? _____ If yes, please provide your Student ID _____

The sum of _____ * will be paid by check immediately following rendering of services. It shall be the sole responsibility of the performer to pay all required federal and/or state taxes. The agreement is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond control of either party. Notice provided to performing party by sponsoring organization in the event of such detention. ***Non-Residents of California may be subject to 7% Non-Resident Withholding Tax***

Additional terms and conditions: _____

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto and contains all of the covenants and agreements between parties. Each party to this agreement acknowledges that no representations, inducement, promises, or agreement orally or otherwise have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing and signed by the parties hereto.

Independent Contractor/Performing Party certifies that they are an independent contractor pursuant to California Assembly Bill (AB) 5 and acknowledge they are not an employee/volunteer for Associated Students, Inc (ASI) and will not be covered under ASI's Worker's Compensation Insurance.

Indemnification and Hold Harmless

In consideration for being allowed to participate in this Activities and/or use of the Premises or Facility, on behalf of myself and my next of kin, heirs and representatives, **I release from all liability and promise not to sue** the State of California, the Trustees of the California State University, California State University, Sacramento State, and their employees, officers, directors, volunteers and agents (collectively "University") and the Associated Students Inc. of Sacramento State and their employees, officers, directors,

volunteers and agents (collectively “Auxiliary Organization”) from any and all claims, **including claims of the University’s or Auxiliary Organization’s negligence** resulting in any physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

Accepted and Agreed:

Independent Contractor/Performing Party (Signature)

Date

Address

Telephone

If employed by CSU: CSU Supervisor’s Signature

Date

Sponsoring Organization/Paying Party (Signature)

Date

Address

Telephone