

Draft Contract

To: Peter J. Hong
From: Travis Kirby
Date: December 1, 2025
Re: CSULA Performance Agreement

LIVE PERFORMANCE AGREEMENT

This live performance agreement (“Agreement”) is made on December 1, 2025, by and between Shane Michael Boose, professionally known as “Sombr,” an individual residing in the state of New York (“Sombr”), and The Trustees of the California State University, a California public entity, on behalf of California State University, Los Angeles (“CSULA”).

1. SCOPE OF SERVICES

Sombr agrees to provide a live musical performance (the “Performance”) as described below:

- a. The Performance will occur May 22, 2026 for the CSULA on-campus graduation party (the “Event”).
- b. Sombr will arrive at the campus venue no later than 7pm for a sound check.
- c. The Performance will begin promptly at 9pm.
- d. Sombr will perform either eight songs, or for one hour, whichever is longer.
- e. Sombr will perform his songs “12 to 12” and “Back to Friends.”
- f. Sombr will provide a fully “live performance,” free of any pre-recorded instrument or vocal tracks that would reasonably be considered to constitute an essential element of the song.
- g. Sombr will alter and/or censor any lyrics containing vulgar or obscene language.
- h. Sombr will refrain from the use of vulgar or obscene language while engaging in any “crowd work” between songs during the Performance.
- i. Sombr, while engaging in crowd work between songs, will refrain from any language that is specifically against CSULA policies.
- j. Sombr will refrain from the use of any drug or substance illegal under California law both before and during the Performance.
- k. Sombr shall not be intoxicated during the Performance.

Sombr further agrees he will perform in a professional manner consistent with industry standards for live musical performances of similar scale and compensation. Any bandmates employed by Sombr shall perform to the same professional standards.

2. TERMINOLOGY

For the purposes of this Agreement:

- a. “Sombr” means Shane Michael Boose, professionally known as “Sombr.”
- b. “CSULA” means The Trustees of the California State University, on behalf of California State University, Los Angeles.
- c. “Performance” means the musical performance to occur on May 22, 2026.

- d. “Event” means the on-campus graduation celebration for CSULA scheduled for May 22, 2026.
- e. “Sound check” means the performance of a song or songs using similar stage set-up and performance aspects intended for the Performance with the intent to evaluate sound quality and correct any issues.
- f. “Live performance” means a performance utilizing instruments that are played by individuals in real time, vocals that are performed by individuals in real time, and the fact that these entail the majority of the audio product being produced for the performance—as opposed to recordings.
- g. “Pre-recorded” means an audio track recording produced with the intention of playing through the sound system during a live performance to replace or augment a live performance.
- h. “Bandmates” means other musicians employed by Sombr to play instruments and/or sing that he is not capable of doing when performing live.
- i. “Vulgar” means language, gestures, or conduct that includes profanity, explicit sexual references, or expressions that would be considered offensive or inappropriate for a university setting with a general audience. This includes, but is not limited to, explicit profanity, graphic sexual language, or obscene gestures.
- j. “Obscene” means anything that fails the Miller Test as established under *Miller v. California*, 413 U.S. 15:
 - i. Whether “the average person, applying contemporary community standards” would find that the work, taken as a whole, appeals to the prurient interest,
 - ii. Whether the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law, and
 - iii. Whether the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.
- k. “Crowd work” means the time between performance of songs during which Sombr or his bandmates engage with the audience in any way.
- l. CSULA policy means the policies and procedures as detailed in the following:
 - i. CSULA Administrative Procedure 019 (Alcohol Policy)
 - ii. Title 5, California Code of Regulations, §41301. Standards for Student Conduct
 - iii. CSULA’s Nondiscrimination Policy as detailed in Section 6 of the Student Organization Handbook
 - iv. Interim Nondiscrimination Policy CSU Executive Order 1095, or a superseding policy upon the interim policy’s next review on March 3, 2026.
 - v. Any other CSULA policy applicable to campus events and performances.
- m. “Intoxicated” means impairment from any substance—including but not limited to alcohol, prescription or non-prescription drugs, or controlled substances—to the extent that the impairment is reasonably visible and/or materially affects the quality of performance.
- n. “Force majeure event” means any event beyond the reasonable control of the parties, including, but not limited to: Acts of God, fire, flood, earthquake, severe weather, epidemic or pandemic, acts of terrorism, war, civil unrest, strikes or labor dispute, government orders or restrictions, failure of transportation systems, or failure of utilities or communications networks.
- o. “Performance Fee” means \$67,000, the total compensation to be paid to Sombr for the Performance as described in the Agreement.
- p. “Immediate family” means spouse, domestic partner, parents, children, siblings, grandparents, and grandchildren.
- q. “Material breach” means a failure to perform a substantial obligation under this Agreement that significantly impairs the value of the Agreement to the non-breaching party.

- r. "Documented expenses" means expenses supported by receipts, invoices, contracts, or other written evidence of costs actually incurred.

3. FEES & PAYMENT TERMS

CSULA agrees to pay Sombr the total sum of \$67,000 for the Performance (the "Performance Fee"). Payment shall be made as follows:

- a. CSULA shall pay Sombr a deposit of 25% of the Performance Fee (\$16,750) within ten days following the execution of this Agreement.
- b. CSULA shall pay Sombr the balance of the Performance Fee (\$50,250) within ten days following Sombr's satisfactory Performance as detailed in Section 1.
- c. All payments shall be made by check or electronic transfer to an account designated in writing by Sombr.
- d. CSULA may withhold payment in part or in whole for any material breach of this Agreement pending resolution of the dispute as detailed in Section 11.

4. ACCOMMODATIONS

CSULA agrees to provide the following accommodations to and for Sombr:

- a. CSULA will pay for the cost of air travel for Sombr and his four bandmates from New York to Los Angeles.
- b. CSULA will pay for the cost of penthouse lodging for Sombr and his bandmates. The lodging will be for the nights of May 21, 2026 and May 22, 2026 at the Beverly Hills Hilton. In the event the Beverly Hills Hilton is unavailable, CSULA will provide lodging at a hotel similar in quality and reputation at their discretion.
- c. CSULA will provide transportation services to and from the airport, and to and from the Event venue.
- d. CSULA will provide contact information for, and make reasonably available, person(s) that Sombr and/or his band may contact to request delivery of food and/or beverage for the duration of their lodging. CSULA retains the right to refuse any requests it deems unreasonable or illegal.
- e. CSULA will provide an on-campus "green room" for Sombr and his bandmates. The green room will be private, of reasonable size and comfort, and stocked with food and beverages. The entrance to the green room will be protected by security guards.
- f. CSULA will provide security staff for both the Event and the Performance.

Sombr agrees to the following limitations of expenses:

- g. Airfare shall not exceed \$1,500 per person, regardless of seating class,
- h. Lodging accommodations shall not exceed \$1,500 per night for all rooms combined,
- i. Ground transportation services shall be procured by CSULA at their discretion, and
- j. Food and beverage requests shall not exceed \$250 per person, per day.

5. TECHNICAL REQUIREMENTS

The parties agree to the following technical requirements of the Performance:

- a. CSULA will provide all sound, stage, and lighting equipment for the Performance, with the exception of Sombr and his bandmates' instruments. If Sombr and/or his bandmates require any non-instrument sound equipment, they shall provide it.
- b. CSULA will oversee the venue's stage equipment set-up, including all sound and lighting equipment required for the Performance, with the exception of any equipment required by Sombr or his bandmates.
- c. Sombr shall provide, set-up, and retain responsibility for any and all stage decoration he requires for the Performance. Any stage decorations depicting vulgar or obscene language or imagery will not be utilized. The judgment of what constitutes said decorations is at the discretion of CSULA.
- d. CSULA shall provide an audio engineer to provide live sound engineering services for the Performance, as well as the sound check.
- e. CSULA shall provide lighting technicians to provide lighting services for the Performance.

6. PROMOTION AND MARKETING

The parties agree promotion and marketing activities as follows:

- a. Both parties shall announce the Performance in accordance with a reasonable timeline, but no later than 60 days before the Performance. Announcement shall be conducted through social media and any other preferred digital media, but not limited to it. The announcement shall not contain any vulgar or obscene language or imagery, nor shall it contain any language or imagery in violation of CSULA policy.
- b. After announcing the performance, both parties shall conduct promotion through social media and any other preferred digital media. The promotion shall be of a reasonable volume and consistency and shall not contain any vulgar or obscene language or imagery, nor shall it contain any language or imagery in violation of CSULA policy.
- c. If any aspect of the promotion and marketing requires amendment or clarification, the parties shall discuss in good faith and agree on any activities or amendments in a timely manner.

7. CANCELLATION AND TERMINATION

The parties agree to the following cancellation and termination conditions:

A. FORCE MAJEURE

Either party may cancel this Agreement without liability if performance becomes impossible or commercially impracticable due to a force majeure event.

B. CANCELLATION BY PERFORMER

CSULA agrees that Sombr may cancel the Agreement without liability upon written notice if:

- i. Sombr suffers serious injury or illness that prevents performance. Such injury or illness shall be supported by a physician's written certification;
- ii. The death or serious illness of a member of Sombr's immediate family; or
- iii. A force majeure event prevents Sombr from traveling to or performing at the Event venue.

C. CANCELLATION BY UNIVERSITY

CSULA may cancel the Agreement without liability upon written notice to Sombr if:

- i. Sombr materially breaches this Agreement and fails to cure in a reasonable and timely manner,
- ii. CSULA experiences a loss of funding for the Event,
- iii. Sombr is arrested and/or engaged in a public scandal that CSULA discerns could negatively impact the public perception of the university, its staff, or its students,
- iv. CSULA reasonably determines that the Performance would violate CSULA policies,
- v. Sombr's participation in the Event and/or the Performance would create a security risk, or
- vi. A force majeure event makes it impossible or unsafe to hold the Performance.

Sombr further agrees that CSULA may cancel the Agreement without liability upon 30 days written notice for any reason, provided that CSULA pays Sombr 25% of the Performance Fee.

D. NOTICE

The cancelling party shall provide written notice to the other party as soon as reasonably possible, but no later than seven days before the date of the Performance—except in cases of emergency where only immediate notice is required and/or possible.

E. WAIVER OF RIGHTS

Cancellation under any provision of this clause does not waive any rights or remedies available to either party under this Agreement or applicable California law.

F. CANCELLATION FEES

Both parties agree that:

- i. If Sombr cancels without valid cause or fails to appear, Sombr shall forfeit all payments and reimburse CSULA for all losses as a result of expenses pertaining to the Performance.
- ii. If CSULA cancels less than seven days before the Performance for reasons other than a breach by Sombr, CSULA shall pay 50% of the Performance Fee if they have not yet done so.
- iii. Any and all other cancellations shall result in no payment obligation by either party.

G. RESCHEDULING

If the cancellation is a result of a force majeure event, both parties shall make reasonable efforts to reschedule the Performance.

8. ASSIGNMENT AND DELEGATION

Sombr acknowledges that this Agreement is for his professional services and based on Sombr's unique musical talents. Sombr may not assign or delegate this Agreement without CSULA's prior written

consent. Sombr shall not employ a substitute or replacement performer with CSULA's prior written consent.

CSULA may assign this Agreement to another campus or venue within the California State University without Sombr's consent. CSULA shall provide written notice to Sombr of any assignment.

9. REMEDIES AND BREACH

A. FAILURE TO PERFORM

If Sombr fails to appear and perform without valid cause as detailed in this Agreement, Sombr shall forfeit all payments. Sombr shall reimburse CSULA for any documented expenses incurred in reliance of this Agreement.

B. INTOXICATION

If Sombr performs while visibly impaired or intoxicated, CSULA may immediately halt the performance. Sombr shall forfeit all payments and shall reimburse CSULA for documented Event fees up to the amount of the Performance Fee.

C. QUALITY

The parties acknowledge that damages for breaches related to quality of the Performance or its content may be difficult or impossible to calculate precisely. Any dispute arising from such claims shall be resolved as described in Section 11(b)(i).

D. OTHER BREACHES

For any other breach of this Agreement, including but not limited to late arrival, early departure, failure to perform required songs, obscenity violations, or issues of Performance quality, CSULA may:

- i. Withhold payment until the breach is cured or resolved;
- ii. Submit the dispute to mediation as detailed in Section 11;
- iii. Recover any actual documented damages caused by the breach; or
- iv. Pursue any other remedies permitted under California law.

10. APPLICABLE LAW AND JURISDICTION

This Agreement has been entered into in the State of California, and its validity, construction, interpretation, and legal effect shall be governed by the laws of the State of California applicable to contracts entered into and performed entirely within the State of California.

11. DISPUTE RESOLUTION

Any dispute, controversy, or claim arising out of or relating to this Agreement, or any breach thereof, CSULA and Sombr respectively agree to resolve the matter as follows:

- a. Negotiation: The parties and/or their representatives shall first attempt to resolve any dispute through good faith negotiations within thirty days of written notice of the dispute.
- b. Mediation: If the dispute is not resolved, CSULA and Sombr agree to participate in at least one mediation session administered by the American Arbitration Association or with an agreed-upon neutral third party. The parties will equally share the cost of the mediator fees.
 - i. Technical Dispute Mediation: Any dispute regarding the technical quality of a performance or the sound equipment shall be submitted to a neutral expert, the selection of which shall be negotiated in good faith and based upon the technical nature of the dispute. The expert's determination shall be final and binding. CSULA and Sombr will equally share the costs arising from any expert's fees.
- c. Litigation: If the dispute remains unresolved after mediation, either party may pursue litigation in a court of appropriate jurisdiction.

CSULA and Sombr agree the venue of any and all stages of resolution shall be California, and that they shall bear their own costs.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between CSULA and Sombr with respect to the live performance and related services described herein. This Agreement supersedes all prior discussions, negotiations, and agreements, whether written or oral. No amendment or modification or waiver to any part of this Agreement shall be legitimate unless written and signed by both parties.

13. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

SHANE MICHAEL BOOSE (Professionally known as "Sombr") Date: Address: Email: Phone:	THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, on behalf of California State University, Los Angeles By: Name: (Print Name) Title: Date: California State University, Los Angeles 5151 State University Drive Los Angeles, CA 90032
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