

The University of Findlay Contract for Campus Performances

1. The following is a PERSONAL SERVICE AGREEMENT made on _____ between _____ (herein referred to as the “ARTIST”) and the University of Findlay (herein referred to as “PURCHASER”).

2. PLACE OF ENGAGEMENT:

- a. The University of Findlay, _____
1000 North Main Street, Findlay, Ohio 45840

3. ENGAGEMENT INFORMATION:

- a. Date: _____
b. Load-in Time: _____
c. Sound Check Time: _____
d. Tech Check Time: _____
e. Does Artist agree to video recording presentation to air on local cable and internet?
Yes No
f. Interview with WLFC Campus Radio: _____
g. Interview with UF-TV: _____
h. Call Time: _____
i. Front House Doors Open: _____
j. Hours of Engagement: _____
k. Sound provided by: _____
l. Lights provided by: _____
m. Contact Information:
Artist Contact: _____
Agent Contact: _____
Approved University Contact: _____
Day of Show Student Contact: _____
Sound Contact: _____
Light Contact: _____

4. PERFORMANCE FEE:

Honorarium: \$ _____
Travel: \$ _____
TOTAL: \$ _____

5. HOSPITALITY:

Meal(s): _____

(Purchaser may provide meal buyout of \$10.00 per meal)

Hotel: _____

Address: _____

Phone Number: _____

Reservation Name Under: _____

Confirmation Number: _____

(PURCHASER is unable to provide hotel room buy out. Hotel reservations will be made only in Findlay, Ohio.)

Ground Transportation: PURCHASER is unable to provide ground transportation

Hospitality Show: PURCHASER will provide _____ number of bottles room temp., water

6. ARTIST will refuse subsequent offers for engagement, which would potentially interfere with the terms of this agreement.
7. ARTIST agrees to provide the following marked items when returning the signed contract for countersignature:
 - Full Tech Rider
 - Stage Plot
 - Bio
 - Intro for Show
 - High Resolution jpeg photos for on and off campus PR
 - Completed W-9
8. This agreement is subject to all terms and provisions in the University of Findlay Campus Performance Rider.

ARTIST:

PURCHASER: University of Findlay

Signature of Artist or Authorized Representative_____
Signature of Authorized University Personnel_____
Printed Name_____
Printed Name_____
Date_____
Date

THE ABOVE SIGNATURES CONFIRM THAT THE PARTIES HAVE READ AND APPROVED ALL TERMS AND PROVISIONS.

University of Findlay Rider for Campus Performances

This terms and provisions of this University of Findlay Rider for Campus Performances (“the RIDER”) serve as the RIDER to the University of Findlay Contract for Campus Performances dated _____ for the event titled, _____.

1. The CONTRACT and the RIDER represent the agreement in its entirety between the PURCHASER and ARTIST and supersede all prior negotiations and/or agreements between the parties. Any additions, deletions or revisions to this RIDER must be in writing and initialed by both parties, with prior approval from the Director of Student Activities, in order to be valid.
2. In the event of any conflict, inconsistency or incongruity between the terms of the CONTRACT and the RIDER, or between this RIDER and any other Contract or Rider concerning the subject matter hereof, the terms and provisions of this RIDER shall in all respects take precedence.
3. All of the terms and provision of the RIDER and the CONTRACT shall be enforceable irrespective of whether the ARTIST is being compensated or is performing free of charge.
4. The ARTIST executes this agreement as an INDEPENDENT CONTRACTOR and is not an employee of the PURCHASER. As such, parties will each be responsible for their own acts of negligence as determined by the law.
5. ARTIST shall remain liable for the acts of its artists, band members, crew, agents, employees, or anyone else accompanying the ARTIST (collectively the “ARTIST PERSONNEL”). Any damage caused by the ARTIST and/or ARTIST PERSONNEL to the facility or equipment, will be paid by the ARTIST or will be deducted from the PERFORMANCE FEE.

PERFORMANCE RESTRICTIONS

6. The presence of weapons (defined as any device or substance that is designed, used, or likely to be used to cause bodily harm, or property damage), alcohol and/or illegal drugs is not permitted on University of Findlay property at any time. All applicable local, state, and federal statutes must be observed.
7. All performances are expected to be PG-13. Events/activities deemed inappropriate, offensive, illegal, inflammatory, or inconsistent with the mission and goals of the University of Findlay will not be permitted. All University policies must be observed (<http://catalog.findlay.edu/en/current/Undergraduate-Catalog/Copy-of-University-Policies>).
8. ARTIST agrees that there shall be no promotion, inciting or encouragement of negative crowd behavior (including without limitation body surfing or moshing).

CANCELLATIONS

9. In the event of a cancellation or change of date is required by the ARTIST, or the ARTIST is found in violation of the CONTRACT and/or RIDER, the ARTIST agrees to reimburse the PURCHASER for all out-of-pocket expenses including services, facilities, and equipment, upon presentation of a statement of such expenses.

10. If due to an Act of God, illness, accident, or other legitimate cause beyond the control of the parties should render the performance contemplated by the CONTRACT and/or RIDER impossible, it is agreed that neither of the parties to the agreement will be held responsible for damages for reasons of postponement or cancellation of the performance.

PAYMENT

11. PURCHASER is not permitted to make advance payment(s) or deposit(s) prior to the completion of services herein contracted.

12. If payment for a performance is required, the PURCHASE FEE will be paid at the conclusion of the performance once the University representatives verify that all conditions of the CONTRACT and RIDER have been followed. The University reserves the right to withhold payment at the conclusion of the performance in the event the CONTRACT and/or RIDER have been violated.

DISPUTES

13. Both parties to this agreement hereby agree to binding arbitration (at a neutral site in Ohio) to resolve any legal disputes or financial accounting between themselves, according to the rules promulgated by the American Arbitration Association.

14. The overall contractual relationship of the parties is subject to interpretation based on "REASONABLE PERSON STANDARDS."

OTHER

15. Sale of any souvenir items or programs by the ARTIST shall only be permitted under specific written agreement with PURCHASER at least 30 days prior to DATE OF ENGAGEMENT. Percentage of sales retained by PURCHASER will be 15%. A University faculty/staff employee will be present to witness the total count of and receipt of PURCHASER percentage.

16. **ADDITIONAL PROVISIONS (Must be initialed by each party):**

If the University of Findlay Contract and Rider for Campus Performances is not signed and returned in its entirety, the University reserves the right to cancel the event without liability, and any/all contract(s) will be considered null and void.

Signature of ARTIST or Authorized Management Representative

Date

Printed Name

Phone Number