<u>University of Findlay Contract & Rider</u> <u>Check Sheet/Guide</u>

Contents	
THINGS TO REMEMBER	. 7
Examples of things that may need to be changed in an issued contract	. 8
Step 1: Making Initial Contact, Fact Gathering Call	. 2
Completing the Cover Letter	. 3
University of Findlay Contract	. 4

Step 1: Making Initial Contact, Fact Gathering Call

Example: An officer of an organization or the advisor calls an agent/artist/presenter and asks if an act is available for a specific date.

During this phone call the UF representative <u>MUST</u> explain that the organization must submit a budget proposal for approval before contract negotiations may begin. This phone call is a "Fact gathering call"

THIS DOES NOT CONSTITUTE A VERBAL COMMITMENT/VERBAL CONTRACT

Things to ask

These are all very important questions that will assist in preparing an accurate budget proposal

- 1. Is the performer/presenter available this date & time? (Give an exact date and time)
- 2. How much is the fee?
- 3. Does that include travel, lodging, sound?
- 4. If the agent says it is not inclusive ASK:
 - a. How much for travel?
 - b. How many hotel rooms? Smoking or non-smoking?
 - c. Do they/he/she provide own sound?
 - i. If not please provide a tech rider so that we can obtain a quote from our sound guy
- 5. How many bottles of water will be needed? (Room temp. or cold?)

If requesting SGA funding - a budget proposal must be submitted by an organization officer. No formal commitment can be made until SGA officially approves the budget!

Once you have been approved by SGA OR decide to proceed with the event using alternative funding methods, an officer or advisor then calls the agent/artist/presenter with the good news that they want to officially book the event. It is this phone call/ email date that is entered on the contract as the <u>"Personal Services Agreement Date"</u> in the contract.

Step 2: Completing the Cover Letter

The cover letter should be the first thing the Artist and/or agency sees when reviewing the University of Findlay Contract and Rider.

- 1. **"Date"** the date you contacted the artist/agency to let them know you want to officially book the event.
- 2. "Addressee" the name of the agency/artist you are sending the letter to.
- 3. "Address" the agent/artists requested address to which the Contract and Rider is sent
- 4. "**Dear**_____" the name to whom you are sending the contract
- 5. "University of Findlay's_____" –the name of the student organization or department hosting the ARTIST
- 6. **"To host_____"** the name of the ARTIST and event name
- 7. "On_____" the date should include the day of the week, and full date (i.e., Tuesday, March 13, 2017.)
- 8. **"Return the completed..... and signed to_____**" The location you want the contract sent. This could be a Fax number, email address, or physical postal address.
- **9. "If questions arise, please call_____ or email_____"** This should be the student organization Advisor contact name, number and email, as they will be signing the contract on behalf of UF.
- 10. Sign as both a Student and Advisor

Step 3: University of Findlay Contract

1. "The following is a PERSONAL SERVICE AGREEMENT..."

- a. **"Made on_____" -** The "Date" should be the date you contacted the artist/agency to let them know you want to officially book the event.
- b. "Between _____" " Is the name of the agency representing the act <u>AND</u> the title of the act that will be appearing on campus
 - **i.** If the "Artist" is a presenter from a local business then the company's name being represented along with the name of the individual presenting would go in this line.
 - **ii.** If the act is not represented by an agency or company then fill the blank with the name of the act/program and include (Self-represented)
- 2. **"PLACE OF ENGAGEMENT"** include the exact location of where the event will be held DO NOT USE ABBREVIATIONS for buildings/locations. The performer/presenter will need to know exactly where to report.
 - a. Remember, they do not live here. They will not know where to go once they arrive unless they are specifically told the location.

3. "ENGAGEMENT INFORMATION"

- a. **"Date"** the date include the spelled out day of the event, the date including the year <u>Example:</u> Monday, December 13, 2017
- b. **"Load in Time"** what time the scheduled performer/presenter needs to arrive to set-up, unload all their gear, etc.
 - i. Some events may require a load-in time of up to 10 hours before a program or as little as 30 minutes.
 - Remember, Load-in Time also is the time the host (department or student organization) is required to have someone present to welcome and assist with load-in. It is customary the host arrive 30 minutes BEFORE load-in.
- c. **"Sound Check Time"** A test of sound equipment before a musical performance or recording to check that the desired sound is being produced.
- d. **"Tech Check Time"** A test of technology equipment before a performance or presentation to check that the equipment is functioning properly.
- e. "Does Artist agree to video recording presentation to air on local cable and internet?"
 - i. This is where you will indicate the ARTIST is willing to let you record their performance/presentation. If they are unwilling to allow a recording, check No.
- f. "Interview with WLFC Campus Radio" should be both the <u>Time & Location</u> of interview (if needed) The Office of Student Activities

Student Activities, Alumni Memorial Union ~ Office #8 Email: <u>studentactivities@findlay.edu</u> Phone: 419.434.4746

- i. <u>This is NOT required.</u> If your organization would like to schedule an interview, contact WLFC to make arrangements.
- g. **"Interview with UF-TV"** should be both the <u>Time & Location</u> of interview (if needed)
 - i. <u>This is NOT required.</u> If your organization would like to schedule an interview, contact UF-TV to make arrangements.
- h. "Call Time" time the artist should be at the event venue
- i. **"Front House Doors Open"** time the venue will be open to the public, including students, faculty and staff.
- j. **"Hours of Engagement"** the true time the show will begin, including the beginning and ending times. Example: 7:00 p.m. to 9:00 p.m.
- k. **"Contact Information"** It's important that everyone's contact information is listed so that everyone involved with the planning and event has all contact information in one location.
 - i. Artist Contact Name of Artist & phone number
 - ii. Agent Contact Agent's name, title & phone number
 - iii. **Approved University Contact** Organization(s) Advisor/s, title & contact phone number
 - iv. **Day of Show Student Contact** Student in charge of event & phone number (cell)
 - v. **Sound Contact** Individual's name & phone number (this should be lined up through Facilities and they will provide you with this information)
 - vi. **Light Contact** Individual's name & phone number (this should be lined up through Facilities and they will provide you with this information)
- 4. "Performance Fee" will include <u>EVERYTHING</u> you are agreeing to provide!!!
 - a. Honorarium Fee for ARTIST
 - b. Travel Fee for any/all travel for ARTIST
 - c. TOTAL Total payment due to the ARTIST for the entire event
- 5. "Hospitality"
 - a. "Meal(s)" all information regarding meals provided (may not be required)
 i. Any/all meals may be bought out at \$10.00 per meal.
 - b. **"Hotel"** Hotel information should include the name of the hotel, full address, phone number, confirmation number, and the name the reservation is under. (This may not always be required)
 - i. <u>UF cannot provide a hotel room buy out.</u>
 - ii. Hotel reservations can only be made in Findlay, Ohio.

The Office of Student Activities Student Activities, Alumni Memorial Union ~ Office #8 Email: <u>studentactivities@findlay.edu</u> Phone: 419.434.4746

- c. "**Ground Transportation**" <u>UF DOES NOT provide ground transportation</u>. Artists do this for a living – they are used to lining up their own transportation.
- d. **"Hospitality Show"** What you will be providing for the ARTIST during the performance. List how many bottles of room temperature water.
- 6. "ARTIST will refuse subsequent offers for engagement, which..."
- 7. "ARTIST agrees to provide the following marked items when returning the signed contract for countersignature"
 - a. "Full Tech Rider" If the ARTIST has requirements for their performance/presentation, (i.e. speakers, sound, lighting, technology...) you need to check this box.
 - **b.** "Stage Plot" If the ARTIST is requiring a stage for their performance, you need to request the Stage Plot.
 - c. "Bio" This box will be checked if you would like a bio to include for PR
 - **d.** "Intro for Show" If the ARTIST would like an introduction prior to the event this box will be checked.
 - e. "High Resolution jpeg photos for on and off campus PR" If you would like professional photos to use for marketing materials check this box.
 - **f.** "Completed W-9" A W-9 is REQUIRED for all ARTISTS. This is to be submitted to the Business Office with the Requisition to create the check. The name on the W-9 will match the name on the check.
- 8. "This agreement is subject to all terms and provisions..."

9. REQUIRED SIGNATURES

- a. The artist/performer or the representing agent signs on the left side of the UF Contract & <u>MUST</u> sign the UF Rider & return it to the sponsoring organization.
- b. After the Artist has agreed & signed The UF issued contract & rider the student organization <u>Advisor MUST sign the right side of the UF Contract.</u> Students are NOT PERMITTED to sign any contracts.
- **10.** After UF's paperwork has been completed the organization along with the organization advisor is ready to review any issued contracts & riders from the artist and/or agency.

Important Information to Reference

- **1.** UF requires UF Contract & Riders be issued for all guests presenting on campus weather they are charging a fee or not this protects the hosting group in a number of ways:
 - A. The presenter cannot change the fee if it is in writing and everyone has a copy.
 - B. It sends a message to the guest that the UF hosting group is professional, organized and serious about hosting the event on campus.
 - C. Everyone has the same details in writing so everyone knows the same date, time, location, etc.
 - D. If questions arise, everyone has the same point of reference the UF Contract & Rider.
- **2.** ALWAYS REMEMBER to have a copy of the UF Contract & Tech Rider present at the program along with any issued from the artist.
- **3.** Once UF's Contact & Rider is signed by both parties, UF makes a copy of the original document and sends the copy to the artist for their/his/her permanent records.
- **4.** If a contract and tech rider is issued to UF After UF negotiates and signs the document issued, make a copy of it for permanent records and send the original back to the issuer.
- UF does not permit student organizations to assist with the sales of merchandise, set-up, tear-down or guard merchandise tables. The artist is 100% completely responsible for their merchandise <u>THIS MUST BE REFLECTED IN ALL CONTRACTS.</u>
- **6.** If an artist/presenter wishes to sale merchandise they must give 15% of the total sales to UF The money received is turned into the Facilities Office to assist with offsetting the cost of UF's expenses for the event. This is a UF rule NOT an SGA or Student Activities rule.
- 7. <u>TECH RIDERS ARE A PART OF CONTRACTS!!!</u> Make sure to read through the tech rider with a fine tooth comb! Make sure that everything in print is doable and that any added costs that may appear in the tech rider are added to the budget that is submitted to SGA for approval.
- **8.** Request/Obtain a technical rider from the artist/presenter &/or agent to review. If there are additional costs within the tech rider include these as additional budget line items when submitting a budget request to SGA. In addition, attach a copy of the technical rider to the budget proposal that will explain the additional monies requested over and beyond the original honorarium fee. SGA will want to see in writing all additional costs
- **9.** Contracts and riders are negotiable prior to signatures being placed on the document(s)! That means things can be crossed out and refined to meet UF's policies and procedures.

Examples that may need to be changed in an issued contract

- "Hospitality" UF provides each artist with a \$10.00 cash meal buy-out. In most cases, UF will not provided catered meals, alcoholic beverages, fruit baskets, etc.
- 2. "Ground Transportation" UF will NOT provide any form of ground transportation.
- 3. "SALES" UF is NOT responsible for merchandise table or its contents
- 4. 15% of all sales goes to UF the Advisor is responsible for accepting the money and being present for the official count of sales.
- 5. "Payment"
 - a. UF <u>does not</u> pay deposits!!!
 - b. Payment will be rendered at the conclusion of the program/event
- 6. The Contract AND Rider in its entirety must be signed and returned.
- 7. Changes cannot be made to the University Rider without prior approval from the Director of Student Activities.
- 8. All University Policies and Procedures must be abided by.