

NORTHWESTERN UNIVERSITY CONTRACT RIDER

FOR _____ HOSTED BY _____
ARTIST PURCHASER

In the event of any conflict, inconsistency or incongruity between the provisions of the ARTIST'S CONTRACT and/or Rider and the provisions of the NORTHWESTERN UNIVERSITY RIDER, the provisions of the NORTHWESTERN UNIVERSITY RIDER shall, in all respects, govern and control.

1. **DEFINITIONS:** The term NORTHWESTERN UNIVERSITY as used in this Contract Rider means NORTHWESTERN UNIVERSITY and all of its officers, employees, and agents.
2. **SHOW DETAILS:** The ARTIST shall perform ____ show(s), each being at least ____ minutes in length, exclusive of intermission(s) and the first show will begin at _____. The ARTIST shall limit his/her "BREAK TIME" to _____ minutes per _____ of engagement period, such "BREAK TIME" not to be consecutive.
3. **TRANSPORTATION:** The ARTIST will make and pay for transportation and housing arrangements unless otherwise specified in this contract. In the event that transportation is at any time furnished by the PURCHASER to the ARTIST and/or his/her entourage, claims, and actions and possible causes of action and whatsoever that may occur to the Artist and/or his/her entourage or heirs of same from every and any loss, damage, and injury (including death) that may be sustained by the ARTIST and/or his/her entourage and property of same during the course of said transportation.
4. **EQUIPMENT:** The PURCHASER is not responsible for any equipment not specifically stated in the attached contract. The ARTIST agrees that if she/he does not use the equipment stated in this contract, she/he shall reimburse the PURCHASER for all rental costs of said equipment.
5. **ACTS OF GOD:** The PURCHASER shall not be liable or responsible for any failure to perform its obligation hereunder or for any loss or liability to ARTIST or PRODUCER, their agents, heirs, employees, guests or assignees caused by or arising as a result of an **Act of God** or any other circumstance or event beyond the reasonable control of the PURCHASER.
6. **EXPENSES:** If for any reason other than an "**Act of God**" or a reason expressly agreed to by the PURCHASER elsewhere in this Agreement, the ARTIST cancels or changes the date of the performance(s) called for by this contract, then the ARTIST shall reimburse the PURCHASER for its reasonable out-of-pocket expenses incurred in connection with preparation for said performance(s) including, but not limited to, costs for ticket printing, brochure and poster design and printing, program printing, advertising, and staff planning and production time. Such reimbursement must be paid to PURCHASER no later than THIRTY (30) DAYS after the scheduled performance date.
7. **DELAY OF PERFORMANCE:** In the event that as a result of the actions of the ARTIST or his/her employees or agents, any performance of the ARTIST provided for herein is unreasonable delayed, the PURCHASER, at its sole option may cancel the performance without further liability and recover from the ARTIST all sums heretofore paid pursuant to this agreement, or reduce the contract price pay by an amount reasonably related to the delay caused.
8. **NOTIFICATION:** **a) BEFORE DAY OF PERFORMANCE :** The ARTIST or his/her agent must fax or call the PURCHASER between the hours of 8:30 a.m. and 4:30 p.m. (Central Standard Time) on the day preceding the performance stating the time of arrival, where staying , mode of transportation, name of person in whose name group will be registering, and expected time of arrival of materials and crew. Upon learning that there will be a delay in the start of the scheduled show due to unavoidable transportation delay or other delays, the ARTIST or his/her agent shall promptly notify the NORTHWESTERN UNIVERSITY/PURCHASER of the reason for the delay and the expected time of arrival. **b) DAY OF PERFORMANCE :** If a rehearsal is not required, the ARTIST must make his/her whereabouts known to the PURCHASER NINETY (90) minutes prior to the scheduled performance time and must be at the performance site at least SIXTY (60) minutes prior to the start of the scheduled performance.
9. **ALCOHOL, TOBACCO AND DRUGS:** If the ARTIST arrives at the performance site under the influence of intoxicating beverages, narcotics, or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER and recover from the ARTIST all sums paid pursuant to this agreement. NORTHWESTERN UNIVERSITY will not provide alcoholic beverages or tobacco-based products. NORTHWESTERN UNIVERSITY is a smoke-free environment.
10. **CONTROL OF PERFORMANCE AND DAMAGES:** The ARTIST will control the details and manner of performance, but it is agreed to and understood that NORTHWESTERN UNIVERSITY and PURCHASER shall have the right to direct the ARTIST to discontinue any activity constituting violation of state statute, applicable ordinances or directions of lawful authority. Damages to the premises, equipment or properties of PURCHASER caused by the ARTIST or his/her staff, either intentionally or through negligence, will be paid for by the ARTIST and may be deducted from the fee.
11. **LIMITATION OF CONTRACT AND ADDENDUM TERMS:** No oral representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this agreement. This contract, along with the addenda contains all terms and conditions agreed upon by the parties hereto, and may not be amended other than in writing signed by all parties. All additions and deletions in this contract and its rider must be initialed and dated by both parties in order to be valid

12. **INDEPENDENT CONTRACTOR:** It is specifically agreed that the ARTIST and his/her agent, in fulfilling the terms and conditions of this agreement, are acting as independent contractors and not as agents or employees of the PURCHASER or NORTHWESTERN UNIVERSITY. It is further understood that the ARTIST agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to federal and state social security laws, employee compensation and unemployment insurance and contributions, income taxes, public liability insurance requirements.
13. **CONTRACT AUTHORITY:** If someone other than the ARTIST signs this contract, the person signing for the ARTIST expressly warrants that she/he is authorized by the ARTIST to execute this contract for the ARTIST for this engagement at the time and place specified in this contract. NORTHWESTERN UNIVERSITY honors only contracts signed by the Vice President of Student Affairs or his/her designee.
14. **DEPOSITS AND METHOD OF PAYMENT:** No deposits or advance payments will be made prior to the first performance. The ARTIST must furnish the PURCHASER with a fully executed contract including completed ARTIST and PURCHASER addenda no later than TWENTY (20) working days prior to the date of this performance. Compensation shall be a University issued check. Any cash payments are against NORTHWESTERN UNIVERSITY policy and will not be honored under any circumstances.
15. **CONCESSIONS/MERCHANDIZING:** The ARTIST shall pay to the NORTHWESTERN UNIVERSITY, twenty-five percent (25%) of all proceeds from the sale of merchandise. If the ARTIST wishes to sell any merchandise, including but not limited to: T-shirts, compact discs, etc., the ARTIST must first obtain the permission of the PURCHASER. The sale of these items is the sole responsibility of the ARTIST. Payment of state sales tax on the ARTISTS' portion of the souvenir item income is the responsibility of the ARTIST. The PURCHASER reserves the right to inventory merchandise in and out.
16. **GOVERNING LAW:** The laws of the State of Illinois shall govern this contract, rider and agreement.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement and understanding among the parties and supersedes all prior agreements, oral or written. Any change, amendment or other modification of this Agreement must be in writing and signed by all parties to this Agreement in order to be effective. In the event of any conflict between the NORTHWESTERN UNIVERSITY rider and any other contract, rider or portion of the agreement, then the NORTHWESTERN UNIVERSITY rider will govern and control.
18. **PURCHASER SIGNATURE:** The representative(s) of the NORTHWESTERN UNIVERSITY and/or PURCHASER in signing of this contract warrants that she/he signs as a properly authorized representative and does not assume personal liability for meeting the terms of the contract.
19. **INDEMNITY:** The ARTIST agrees to indemnify and hold harmless the NORTHWESTERN UNIVERSITY its trustees, officers, employees, and agents from and against any and all claims for loss, cost, injury, or damage to persons or property, including claims of employees or agents of the ARTIST, arising out of or alleged to be due to activities conducted by the ARTIST or its employees, agents or guests on property of the NORTHWESTERN UNIVERSITY. The ARTIST further agrees to obtain adequate policy or policies of comprehensive liability insurance sufficient to satisfy its indemnification and hold harmless obligations hereunder and to name the NORTHWESTERN UNIVERSITY, its trustees, officers, employees, and agents as additional insured under said policy or policies. As used herein, the reference to adequate comprehensive liability insurance shall mean policies of insurance in the following amounts:
 - LIABILITY: \$3,000,000.00 EACH OCCURRENCE
 - WORKER'S COMPENSATION: ILLINOIS STATE REQUIREMENT
 - AUTOMOBILE LIABILITY: \$3,000,000.00
 - OTHER REQUIREMENTS: _____
20. **RETURN OF CONTRACT:** NORTHWESTERN UNIVERSITY/PURCHASER has signed this contract to which this rider is an addendum prior to signature by the ARTIST. The action of returning said contract constitutes an offer by NORTHWESTERN UNIVERSITY/PURCHASER to enter into an agreement on the terms herein stated, but unless said agreement is signed by the ARTIST or his /her Representative and returned to NORTHWESTERN UNIVERSITY/PURCHASER on or before the _____ day of _____, 201____, this offer shall be automatically withdrawn without further notice, and this contract shall be completely null and void unless otherwise agreed to, in writing, by both parties.

NORTHWESTERN UNIVERSITY

ARTIST'S NAME

TITLE

ARTIST SIGNATURE

DATE

PERSON SIGNING FOR ARTIST