



315 LaFortune Student Center
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UNIVERSITY OF NOTRE DAME

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STUDENT ACTIVITIES

UNIVERSITY OF NOTRE DAME STANDARD FORM ENTERTAINMENT CONTRACT

Name of Artist(s): _____

Agent/Company (if any): _____

Address: _____ Telephone: _____
_____ Fax: _____

Date of Agreement: _____

Date of Performance: _____ Time of Performance: _____

Artist(s) Shall Arrive Before: _____

Type of Performance(s): _____

Location of Performance(s): Legends of Notre Dame

Purchaser: UNIVERSITY OF NOTRE DAME
NOTRE DAME, INDIANA 46556

Notre Dame Contact Person: Aaron Perri, Legends Program Coordinator

Club/Organization/Hall: Legends of Notre Dame Telephone: 574.631.2973

Agreed Price for Performance(s): _____

University Check Made Payable to: _____

Federal ID # or Social Security Number of Check Recipient: _____

IN WITNESS WHEREOF, the undersigned have set their respective hands on the
Date of Agreement recited above.

UNIVERSITY OF NOTRE DAME:

ARTIST:

By _____
M. Brian Coughlin
Director of Student Activities and LaFortune Student Center

By _____
AGENT (or Authorized Signature)

Date _____

Date _____

This agreement is subject to all terms and provisions in the attached University of Notre Dame Entertainment Contract Rider.

UNIVERSITY OF NOTRE DAME ENTERTAINMENT CONTRACT RIDER

The terms and provisions of this University of Notre Dame Entertainment Contract Rider ("the Rider") are incorporated by this reference into the attached University of Notre Dame Standard Form Entertainment Contract, dated _____ ("the Contract"), between the University of Notre Dame du Lac ("Purchaser") and _____ ("Artist").

- 1 The parties to this Rider and the Contract intend the relationship between them to be one of an independent contractor and customer. No employee, agent, servant, representative or contractor of Artist shall be, or shall be deemed to be, an employee, agent, servant, representative or contractor of Purchaser. The manner, means and methods of providing the services contemplated in the Contract and the Rider are to be under the sole direction and control of Artist, with the exception of Artist's departure and arrival times and the minimum or maximum length of performance. None of the benefits provided by an employer to its employees, including but not limited to any wages or compensation, workers' compensation insurance or unemployment insurance shall be available from or through Purchaser to Artist or the employees, agents, servants, representatives or contractors of Artist at any time. Artist represents and warrants that it has in place and will maintain in effect throughout the contract term insurance in an amount sufficient to cover Artist and its employees, agents, servants, contractors and representatives who are performing Artist's obligations arising out of the Contract and this Rider, including but not limited to sufficient coverage for work-related injuries sustained by Artist's employees, employers' liability coverage, auto liability coverage and general liability coverage.
- 2 Artist shall remain liable for the acts of its agents, servants, employees, representatives and contractors during the performance of any of Artist's obligations arising under the Contract and this Rider and during any travel to and/or from the University. Artist hereby undertakes and agrees to indemnify, defend and hold harmless Purchaser and its affiliates, successors, assigns, employees, agents, servants, contractors, representatives, officers and trustees, in their individual and official capacities, from any and all losses, claims, demands, expenses, damages (including loss of use), judgments, costs (including attorneys fees), actions and causes of action arising out of the negligence or intentional acts or omissions of Artist or its employees, servants, agents, contractors or representatives, and shall defend any suit or action brought against them, or any of them, based on any such alleged injury (including death) or damage and shall pay all damages and claims resulting therefrom.
- 3 Artist agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations, whether existing or in the future, in performing its obligations arising out of the Contract and this Rider. Artist agrees to deduct, pay and remain solely responsible for any necessary workman's compensation insurance premiums, income taxes, required withholdings, unemployment insurance premiums, agent's fees or commissions, or union dues arising out of the performance of Artist's obligations arising under the Contract and/or this Rider, and Artist will hold Purchaser harmless against any such expenses, fees, commissions, and/or alleged violation(s) of any local ordinances, codes, statutes and/or regulations, as well as against any claim(s) by any Union(s) and/or Agent(s) for benefits, fees, commissions, dues, or other payments arising out of or resulting from the performance contemplated herein.

- 4 Rider it is not and will not be infringing upon any property right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Artist (or anyone in conjunction with the ownership or presentation of the performance by Artist) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Artist will indemnify, defend and hold harmless Purchaser against and from any and all loss, claim, damage, cost, attorneys fees or other loss whatsoever.
- 5 Any dispute between Artist and Purchaser concerning the validity, construction and/or effect of the Contract and/or this Rider shall be resolved by the Superior Court of St. Joseph County, Indiana. By executing this Rider, Artist hereby submits to the jurisdiction and venue of said court and knowingly and voluntarily waives the right to later challenge the same in any forum.
- 6 Unless otherwise agreed by the parties in writing, Artist shall provide all necessary equipment for the performance at Artist's sole expense. Purchaser is not responsible for any equipment unless otherwise specifically provided for in this Agreement. Artist shall be prepared to begin the performance precisely at the date and time set forth on the attached Contract. Any required setup shall be completed by Artist in advance of said date and time.
- 7 Artist agrees to use the Legends in-house sound and light systems to be operated by Legends technicians. Purchaser to advance the event no less than two (2) weeks prior to the performance, per ND sound and light specifications as set forth in the Technical Information sheet attached hereto as Exhibit A and incorporated herein by reference as though fully set forth.
- 8 Artist agrees to vacate the designated green room within one hour after completion of performance. Artist agrees to vacate University Property including parking lots within one and one half hour after the completion of the performance. Artist is prohibited from loitering in the lobby and nightclub area of Legends before or after the performance.
- 9 The performance is a free of charge closed event, open only to members of the Notre Dame community. Any promotion by the Artist must list the show as a "private date", including tour schedule, websites, etc. Artist may submit a guest list with a maximum of ten (10) people. All patrons must be over 18 years old and only band members and management are allowed in the Green Room/Dressing Room/Production Office. Guest list must be completed two hours prior to the start of the event. Due to the nature of this performance the Artist agrees that there shall be no promotion, inciting or encouragement of negative crowd behavior such as destruction, body surfing or moshing.
- 10 Artist shall be responsible for all payments to any support talent, including an opening act, the Artist provides. If support talent is included by the Artist, the support talent must utilize the University of Notre Dame Standard Form Entertainment Contract without change or revision. The University of Notre Dame reserves the right to contract an opening act for the event.
- 11 If an Act of God, including inclement weather, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-sight mechanical difficulties (e.g., a power failure) or other legitimate causes beyond the control of the parties should render the performance contemplated by the Contract and this Rider impossible, the parties shall not be liable to one another for any damages they sustain. In such an event, the parties shall attempt to reschedule the performance for another mutually convenient date and time. If rescheduling is not possible, then the Contract and this Rider shall become null and void upon either party's written notification to the other at its last known address. In such an event, neither party shall have any other or further obligation to the other arising out of the Contract and/or this Rider.

- 12 If the performance is canceled or a change of date is required by the Artist for any reason other than those set forth in Paragraph 11 above, then the Artist agrees to reimburse Purchaser for its bona fide out-of-pocket expenses.
- 13 In accordance with Purchaser's policy, no deposits or advance payments shall be made or required prior to the performance contemplated hereunder. Payment will be made by University check, payable as provided in the Contract, immediately following the performance.
- 14 If any actions by Artist or Artist's employees, agents, servants, or representatives are in conflict with any policies, rules or regulations of Purchaser while Artist is on Purchaser's property, and Artist or its employees, agents, servants or representatives fail or refuse to correct the same upon verbal notification by Purchaser, then Purchaser shall have the right to immediately terminate the performance and cancel the Contract and this Rider with no liability whatsoever. Artist(s) and Artist's employees, agents, servants and representatives shall not be under the influence of any intoxicating beverages, narcotics or drugs at any time while on Purchaser's property. Any violation of this provision will result in immediate termination of the Contract and this Rider by Purchaser with no liability whatsoever.
- 15 The Contract and this Rider represent the entire agreement between the parties hereto and supersede all prior negotiations and/or agreements between the parties. Any additions, deletions or revisions to the Contract and/or this Rider must be in writing and initialed by both parties in order to be valid.
- 16 Any damage to Purchaser's property or any rented equipment which results from the acts or omissions of Artist and/or its employees, agents, servants, representatives or contractors shall be the responsibility of Artist and payment for any such damage shall be made by Artist within thirty (30) days of written notification of the damage by Purchaser.
- 17 In the event of any conflict, inconsistency or incongruity between the terms of the Contract and this 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 govern and control.
- 18 In signing the Contract and this Rider, the undersigned parties hereby represent and warrant that they are duly authorized representatives of the person or entity for which they sign and legally entitled to enter binding contracts on its behalf; that they have read this entire document; that they understand the terms and provisions of this document; that they know this document will affect their legal rights and/or those of the person or entity they represent; and that they have signed this document knowingly and voluntarily.
- 19 Since the essence of the Contract and this Rider concern the specific individuals and the unique personalities and talents of Artist, Purchaser will only pay the fee specified in the Contract if the Artist performing is, in fact, the specific Artist agreed upon. If in the case of a group, the entire group does not perform, or if the Artist is not the Artist specified in the Contract, payment of the fee shall not be required unless Artist has notified Purchaser of the change in advance of the performance and Purchaser has agreed, in writing, to allow the group to perform with less than the entire group or with performers other than those contemplated when the Contract was executed.
- 20 All of the terms and provisions of this Rider and the Contract shall be enforceable irrespective of whether the Artist is being compensated or is performing free of charge, such as in the case of a benefit performance.
- 21 Artist shall have the right to sell and distribute merchandise containing the name, voice, likeness and logo of Artist and any member thereof (collectively "Artist's Merchandise") at a location designated by Purchaser within the venue. Artist is solely responsible for selling and distributing Artist's Merchandise. Purchaser receives 15% of all Artist's Merchandise sales.

22 **ADDITIONAL PROVISIONS: (Must be initialed here by each party)**

IN WITNESS WHEREOF, the undersigned parties have set their respective hands on the Date of Agreement recited in the attached Contract.

UNIVERSITY OF NOTRE DAME:

ARTIST:

By _____
M. Brian Coughlin
Director of Student Activities and LaFortune Student Center

By _____
AGENT (or Authorized Signature)

Date _____

Date _____

EXHIBIT A

Legends of Notre Dame

Technical Information

Nightclub

Seated capacity: 164
Standing capacity: 629
Total square footage: 2952

ADA

Wheelchair Accessible seats throughout

Stage Information

Semi Thrust Stage
Stage height: 11" (two, 5.5" stairs)
Thrust: 33.5"
Front of stage to back wall: 24' 2"
Thrust to back wall: 21' 2"
Curtain to back wall: 17' 6"
Front of Green Room door to back wall: 7' 5"
Back wall to back of Green Room door: 4'
Stage width: 25' 4"
Front of curtain to front of house: 6' 8", including approximately 3' thrust
Light trusses: 11'
Stage floor to ceiling: 12'
Stage floor is carpeted
There are no wings
System Power: 225 amps, 3 phase, 208y-120v with ample courtesy power at stage.
There is no fly system
There is no loading dock
8' dual loading doors are located at immediate upstage center.
Road case and equipment storage may be place against back wall
Stage square footage: 642

Green Room/Dressing Room/Production Room

Room is 16' x 14'
Immediate stage right
No shower facilities
Phone number 574-631-2944, toll calls require a calling card
Furnishings consist of couch, chair, table with four chairs and production area

Soft Goods

Curtain (manually travels only)

Sound

1 Soundcraft K-2 32x8 mixing console
1 Crown Macro-tech MA 5002 amplifier
1 Crown Macro-tech MA 3600vz amplifier
1 Crown Macro-tech MA 2402 amplifier
4 EAW KF 650z (flown) loudspeakers
4 EAW SB 850r (deck stack) subwoofers
1 BSS Mini-drive FDS 336, 3-way digital loudspeaker management system
5 EAW LA 212, floor monitors

2 EAW LA 215, floor monitors
2 Crown Power Amp Macro-tech 2402 (monitors)
2 Ashly GQX 3102 2 channel equalizer (monitors)
1 Presonus ACP 88 Compression/Gating, 8 channels
1 Klark Teknik DN-504 4 channel compressor
1 Klark Teknik DN-360 dual 1/3 octave eq (House)
2 Yamaha REV 500 Multi-Efx Processors
1 Yamaha SPX 990 Multi-Efx
8 Shure SM-58 microphones
6 Shure SM-57 microphones
2 Rode NT-5 condenser microphones
1 Boyer M-88T6 microphone
4 Klark Teknik LBB-100 active direct boxes
2 passive direct boxes
1 Whirlwind custom 24x4x4 (mono tie line) System Snake (permanently installed)

Lighting

All house lighting is fixed and cannot be moved

1 NSI/Leviton MLC 16 light control board (can be located at FOH, at stage or in disc jockey booth at immediate stage left). Lighting system is DMX controlled.
12 Par 56 floods on stage, 4 channels
4 High End Techno Beams, moving lights are specifically positioned as dance floor lighting
4 High End Track Spots, moving lights are specifically positioned as dance floor lighting.
1 Le Maitre H-175 hazer, located under disc jockey booth.

Notes:

- Visiting tie in power located at stage left in DJ booth, (2) L14-30 twist lock outlets 30a-120/208v. each (isolated ground).
- EAW house speakers cannot be removed, altered or relocated under any circumstances whatsoever.
- BSS system processor is optimized by Smart Live vr5.1 program set up by qualified programmer and cannot be accessed by visiting engineers.
- In house console and outboard processing can be patched via Whirlwind MASS connector at either FOH or stage.
- Separate disc jockey outboard system fed to main PA exists in booth at immediate stage left.
- FOH position is located 40' from downstage edge centered at rear wall of house.
- Ceiling height of house is approximately 13' (exposed pipe throughout)
- Entire facility is smoke free
- Please see Legends/University of Notre Dame Standard Form Entertainment Contract for specific details, requirements and regulations pertaining to acts performing in and for Legends/The University of Notre Dame.
- Parking is available behind and surrounding venue.
- **We look forward to working with you.**

Facility Policies:

- Artist may not bring alcohol into the facility (strictly prohibited by Legends' liquor license).
- Artist must not engage in destructive behavior on stage or incite destructive behavior in the audience.
- No animals are permitted, except those specifically trained to assist the visually impaired.
- Legends' décor must remain intact; No tape may be used on walls.
- Legends' staff inventories all merchandise; Legends receives 15% of all merchandise sales.
- Green room must be left in satisfactory condition.