

Northern Illinois University

Contract Rider

THIS RIDER is attached to and made a part of the contract dated _____ between the Board of Trustees for Northern Illinois University (hereinafter called "Sponsor") and _____ hereinafter called "Artist").

1. Artist or Road Manager must advance details, technical requirements, and performance specifications, to present a performance equaling Sponsor's and Artist's expectations to the below listed individual(s) no later than three weeks before the performance. For events in the Egyptian Theatre, our contract stipulates that we must have all production schedules finalized two weeks prior to the first day of production in the venue. Artist assumes liability for all charges levied by the theatre for changes made within that two-week period.

NIU Department/Organization Contact: _____ E-mail: _____

NIU Event Production Contact: _____ E-mail: _____

2. The sponsor agrees to provide public and general liability insurance coverage, including without limitation public and general liability and comprehensive coverage, in an amount no less than 3,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result or in connection with the performance. The policy shall name Northern Illinois University as additional insured. A copy of the policy shall be provided before performance.
3. Transportation and housing arrangements will be the responsibility of the Artist unless otherwise specified in this contract. However, in the event that transportation is at any time furnished by the Sponsor to the Artist and /or his / her entourage, then in consideration of the foregoing, the Artist and / or his / her entourage hereby release and forever discharge the sponsor of and from all liability, claims, actions, and possible causes of action whatsoever that may accrue 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. The Sponsor understands that the Artist is a completely self-contained show and will not require supplemental musicians, equipment, musical instruments, or other services by and / or at the expense of the Sponsor unless otherwise specified in Artist's contract.
5. The maximum sound level for all venues is not to exceed 95 decibels at the house mix position.
6. This performance will take place in a facility that utilizes a portable stage with no front curtain. Does not include the Egyptian Theatre, thus, the Artist and his / her personnel must be off the stage one hour before the performance. The Sponsor will not hold the audience.
7. The Artist may have the right to sell recordings and souvenirs at the performance. Sales are subject to a commission of 20 percent to be paid immediately following the performance.
8. If due to illness, accident, Acts of God, or other causes beyond Artist's or Sponsor's control, Artist or Sponsor is forced to cancel this contract, neither party shall be liable for any payment or damages.
9. If this contract is canceled by the Artist, the Artist hereby agrees to reschedule the performance at the earliest possible date which is convenient for both parties and under the terms of this contract. The decision to reschedule or not is at the sole discretion of the Sponsor.

10. Sponsor reserves the right to prorate and / or adjust Artist's fee or cause this contract to be null and void under the following circumstances: (a) Artist and / or any and all of his / her employees do not arrive within a sufficient period of time prior to the start of the show to permit timely production or Artist starts the performance late because of undue delays; (b) damages to the premises, equipment, or properties of the Sponsor caused by the Artist, or his / her personnel, either intentionally or through negligence; or (c) vital performing member(s) is / are not present or if the Artist's ability to perform is noticeably impaired from the influence of intoxicating beverages, narcotics, or drugs.
11. If contract is canceled by Artist other than conditions of clause seven of this rider, then Artist agrees to pay Sponsor for actual appearance preparation costs within 30 days of the cancellation.
12. The Representative of the Sponsor in signing this contract warrants that he / she signs as a properly authorized representative of Northern Illinois University and does not assume any personal liability for meeting the terms of this contract.
13. Sponsor shall retain the right to photograph said performance for publication in student publications, including but not limited to Yearbook, Northern Star, Student Association, and Campus Activities Board publications.
14. Artist shall refrain from nudity and content regarding rape, sexual assault or derogatory statements about any race, sexual orientation or gender. Artist cannot encourage the use of illegal drugs.
15. The Artist agrees not to give a public performance within a 30-mile radius of DeKalb, IL, 30 days before and 30 days after Sponsor's date without Sponsor's approval.
16. Neither the Sponsor nor Northern Illinois University will be held responsible for any rules, regulations, or policies of any organization mentioned in this contract which are not specifically stated in said contract or its rider and provided to Northern Illinois University.
17. No oral representation, warranty, condition, or agreement of any kind shall be binding upon the parties unless incorporated in this agreement. By signing this agreement, Artist has read and approved of all changes Sponsor has made to Artist's contracts and riders unless otherwise indicated.
18. In the event of any conflict, inconsistency, or incongruity between the provisions of the Artist's contract and Artist's rider and this rider, the provisions of the Sponsor's rider shall govern and control.
19. Whereas Northern Illinois University is a state institution and is legally responsible to the State of Illinois, the validity, construction, and effect of this contract shall be governed by the laws of the State of Illinois. Disputes regarding the terms of agreement or claims arising out of its execution or performance shall be resolved in any Illinois court with competent jurisdiction.
20. If this contract is signed by an agent, the agent expressly warrants that he / she is authorized by Artist to execute this contract for Artist for his / her engagement at the time and place specified in this contract, and Agent warrants that he / she has full and current legal authority to act and contract on behalf of the Artist.
21. University policy prohibits consumption or use of narcotics and drugs. The Sponsor cannot purchase alcoholic beverages or tobacco products, regardless of the source of funds.
22. The performer agrees to defend, indemnify, and hold harmless the Board of Trustees, NIU, members, representatives, officers, agents, and employees against any and all claims, demands, costs, and expenses including attorney fees which any or all of said parties may sustain or incur due to the actions of the Artist or his / her agent or employees.
23. The Sponsor assumes no responsibility for equipment utilized by the Artist except in such instances

where the Sponsor agrees, in writing, to accept custody of the same, and then only to the extent that loss or injury is occasioned by the Sponsor's negligence or intentional acts.

- 24. The undersigned further agrees that this contract with Northern Illinois University is subject to termination and cancellation without penalty in any year for which the Illinois General Assembly fails to make an appropriation to make payments under the terms thereof.
- 25. As an agency of the State of Illinois, Northern Illinois University is not permitted to make any advance payment(s) or deposit(s) prior to the completion of services herein contracted.
- 26. As an agency of the State of Illinois, Northern Illinois University is not permitted to: (a) pay Artist after the performance if Artist or Agent fails to furnish Sponsor with a fully executed contract no later than ten (10) working days prior to the date of this performance; (b) make payment after the performance in any form other than University check; or (c) make advance payments or deposits.
- 27. Percentage payments or adjusted checks will be mailed to the Artist 14 days after the engagement and will be in accordance with the contract the final ticket audit prepared by the Northern Illinois University Ticket Administration Staff and approved by the Artist's representative.

THIS MUST BE COMPLETED OR NO CHECKS WILL BE ISSUED FOR PERFORMANCE FEE.

_____ (Name to appear on check)	_____ (Tax Payer ID# - FEIN#)
_____ (Telephone number)	_____ (Date)

It is agreed to and understood that Northern Illinois University, as Sponsor, has final control over all matters pertaining to any performance held under its auspices.

Agreed to and Accepted:
Board of Trustees for Northern Illinois University
By:

Signature

Agreed to and Accepted:
Artist
By:

Signature

Name: _____

Name: _____

Date: _____

Date: _____