

**UNIVERSITY OF NORTHERN IOWA
CEDAR FALLS, IA**

STANDARD RIDER

THIS RIDER is an essential part of the attached Artist's Agreement dated the _____ day of _____, 20____, between the University of Northern Iowa (herein called the "Purchaser") and _____ herein called "Artist", even though there may be more than one person) for the personal services of the Artist.

1. To the extent that any of the terms and conditions contained in the Artist's Agreement to which this Standard Rider is attached, or any other addenda or rider attached thereto by Artist, or his/her agent, are in conflict with or contradictory to any of the terms of this Standard Rider, the terms contained in this Standard Rider will be controlling.
2. The parties will attempt to cross out and alter any inapplicable wording in the original Artist's Agreement, as deemed appropriate. However, such alterations should not be considered exclusive in the event that the above Section 1 applies.
3. It is understood that the Artist executes this agreement as an independent contractor and is not an employee of the Purchaser. As such, the parties will each be responsible for their own acts of negligence as determined by law.
4. Details and manner of performance are under the control of Artist or, in instances where a group is involved, the leader of the Artist. However, Purchaser has the right to direct Artist to discontinue any activity constituting violation of campus policy, as well as any federal, state or local laws. Such right shall not impose an obligation to do so on Purchaser.
5. The Purchaser 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 Purchaser unless otherwise stated in the Artist's Agreement. The Artist agrees that if equipment required in the contract is not used, any costs relating to such shall be deducted from the agreed performance fee prior to payment by the Purchaser.
6. Anticipated starting times specified in the Artist's Agreement, subject to minor modifications because of unanticipated occurrences, are of the essence and hence Artist is required to be at place of performance a sufficient period of time prior to scheduled time of commencement so as to permit timely production.
7. Artist shall not perform within a 60-mile radius of venue 60 days either side of this date.
8. If someone signs these Agreements other than the Artist, the person signing expressly warrants authorization by the Artist to execute these agreements on behalf of the Artist for this engagement at the time and place so specified.

Cancellations

9. Artist agrees to furnish payment to the Purchaser within 30 days after billing for actual appearance preparation costs in the event of Artist's late cancellation, late appearance, or non-appearance.
10. If, due to illness, accident, or other causes legally known as Acts of God, Artist or Purchaser is forced to cancel a contract, neither party, nor any representative, shall be liable for any payment.

Disputes

11. In the event any on-site dispute shall develop between Artist and Purchaser, action to resolve the same shall be delayed, if the Artist requests, until a local representative of the Artist's union has been advised of same and has been given an opportunity to participate in the resolution thereof.
However, in no event shall such procedures be deemed to excuse Artist's delay in timely performance more than fifteen (15) minutes.

Breach of Contract

12. This contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Iowa.

13. Disputes regarding the terms of this agreement or claims arising out of its execution or performance may be resolved in any court of law in the State of Iowa and with competent jurisdiction, subject to the Iowa Tort Claims Act (Iowa Code Chapter 669).
14. For Purchaser, legal representation is provided by an attorney that they have retained. The Purchaser is not authorized to enter into any agreement, which may include binding arbitration, hold-harmless or indemnification clauses without legislative action granting such authority.

Insurance

15. Purchaser has its own liability protection through State self-insurance. Such protection applies to purchaser officials and employees only. All other individuals and organizations must provide their own liability coverage.
16. Damage to the premises, equipment or properties of Purchaser caused by Artist or Artist's staff, either intentionally or through negligence, will be paid for by Artist or may be deducted from the fee.
17. The Purchaser assumes no responsibility for equipment, costumes, etc., utilized by Artist, except in such instances where Purchaser agrees, in writing, to accept custody of same, and then only to the extent that loss or injury is occasioned by Purchaser's negligence or intentional acts.

Payment

18. Purchaser is not permitted to make advance payment(s) or deposit(s) prior to the completion of services herein contracted.
19. Payment for services rendered shall be paid by college/university check. In the case of guaranteed monies, payment is to be made immediately following the engagement herein contracted unless there has been cause to adjust the amount of payment. In such case, an appropriately adjusted check will be mailed to the artists within ten (10) business days after the performance. In the case of contracts that provide for participation in the percentage of net receipts, additional payment will be mailed to the artist within ten (10) business days after the performance and will be in accordance with the contract face and the final ticket audit prepared by the Purchaser and approved by the Artist and the Artist's representative.

Other

20. The Purchaser agrees to prevent to the best of its ability the filming, broadcasting, recording by radio, television or any other device, of the performance without written permission by the Artist.
21. Sale of any souvenir items or programs by Artist shall only be permitted upon specific written agreement with Purchaser at least five (5) working days prior to date of engagement. Percentage of sales retained by Purchaser to be mutually agreed upon by Artist and Purchaser.
22. Maximum decibel level and final approval of sound level to be discussed and agreed upon by Purchaser or facility director and Artist (or designee).
23. Reasonable hospitality for Artists and/or company may be provided upon advance arrangements and mutual agreement. Purchaser regulations prohibit smoking in any buildings and alcoholic beverages on campus.
24. In accordance with the State of Iowa Smokefree Air Act, smoking is prohibited at the University of Northern Iowa. All indoor and outdoor spaces are smoke free.

IN WITNESS WHEREOF, the parties have caused this contract to be signed on this ____ day _____ of , 20__.

Purchaser University of Northern Iowa Artist _____

Signature _____ Signature _____

Title _____ Title _____

Address _____ Address _____