UNIVERSITY OF RHODE ISLAND CONTRACT RIDER

All terms and provisions hereinafter are made part of and attached to contract dated ______________ by and between ______________ (hereinafter called ARTIST) and ______________ (hereinafter called the PURCHASER).

1. The ARTIST’S Management must call the PRESENTER’S representative ______________ at telephone number ______________ during the preceding week of the performance stating the expected time of arrival of ARTIST and equipment, mode of transportation, where staying, and any other pertinent information needed in the presentation of the production. Transportation and housing arrangements will be the responsibility of the ARTIST unless otherwise specified in the contract.

2. If a sound or lighting check is deemed necessary by the ARTIST, the production staff and the facilities at ______________ will be available from ______________ to ______________ on the day of the performance. The ARTIST agrees that all production staff will be employees of the University of Rhode Island. The ARTIST further agrees that the facilities will be open to the general public no later than one hour prior to the scheduled start of the performance.

3. The ARTIST agrees to perform ______________ set, each being ______________ minutes in length, exclusive of intermission, and the show will commence at ______________.

4. The ARTIST is ______________. Since the essence of this contract concerns this/these specific individual/s and his/her/their personalities and talents which are recognized as unique, the PRESENTER will pay the fee specified in this contract only if the ARTIST performing is in fact the ARTIST agreed upon.

5. In accordance with the policy of the PRESENTER, no deposit or advance payments shall be made prior to the performance. Payment will be made by University check to the ARTIST immediately after the performance.

6. The ARTISTS' Agent/Manager agrees to furnish at his/her own cost the following amount of promotional materials, to the extent that such materials are available for distribution:

___________________ Press books     X      Glossy photos
___________________ Records/tapes     X       Other

It is agreed that such promotional materials are important to the successful promotion of the performance of ARTIST and must be received by no later than
7. It is agreed that the performance is ______is not_______open to
the public. In the event that the performance contemplated herein is
open to the public, the ARTIST agrees not to give a public performance
within the State of Rhode Island six weeks before and four weeks after
appearing at the University of Rhode Island without the approval of the
PRESENTER.

8. The PRESENTER is not responsible for any equipment not specifically
stated in this contract.

9. If the ARTIST arrives at the performance site under the influence of
intoxicating beverages, narcotics or drugs, to the extent where she/he
may not be able to perform as herein agreed, then the ARTIST agrees to
assume liability for any damages incurred by the PRESENTER.

10. If for any reason, beyond the cancellation clause contained herein,
this contract is cancelled by ARTIST or a change of date is required by
the ARTIST for any reason other than an Act of God, then the ARTIST
agrees to reimburse the PRESENTER for his bona fide out-of-pocket
expenses immediately upon presentation of a certified statement of such
expenses to the ARTIST, his/her agent/manager.

11. If this contract is cancelled by the ARTIST within the terms of the
cancellation clause contained herein, 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. If a
mutually agreeable date is not offered by ARTIST, ARTIST agrees to
reimburse PRESENTER for his/her bona fide out-of-pocket expenses.

12. If this contract is signed by someone other than the ARTIST, the person
signing for the ARTIST expressly warrants that she/he is authorized by
the ARTIST to execute this contract on behalf of the ARTIST for this
engagement at the time and place specified in this contract.

13. The ARTIST or his/her representative stipulates that this contract
is a valid instrument between the ARTIST and his/her Corporate
Management and the PRESENTER of the University of Rhode Island.
Intermediate agency is ________________.

14. Whereas the University of Rhode Island is a state institution and
is legally responsible to the State of Rhode Island, the validity,
construction, and effect of this contract shall be governed by the laws
of the State of Rhode Island.

15. The representative of the PRESENTER in signing this contract warrants
that she/he signs as a properly authorized representative of the
University of Rhode Island and does not assume any personal liability
for meeting the terms of this contract.

16. Neither the PRESENTER nor the University of Rhode Island 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.
17. The PRESENTER is hereby relieved of any liability if she/he is unable to meet the responsibilities of this contract because of an Act of God, riots, epidemics, strikes, any act or order of public authority or any other legitimate cause beyond the control of the PRESENTER. If such acts or conditions occur, the PRESENTER is not liable for any damages which the ARTIST, his/her group or representative might suffer.

18. All additions and deletions in this contract and its riders must be initialed and dated by both parties in order to be valid.

19. Any damage to rented equipment or PRESENTER'S property that is a result of ARTIST'S actions shall be the responsibility of the ARTIST, and payment for such damage shall be made within thirty (30) days of occurrence. Payment shall be made in the form of cash or certified cashiers check, or monies owed to ARTIST may be withheld in lieu of payment.

20. If actions by ARTIST are in conflict with Student Senate, University, or State policy during performance and/or while ARTIST is on PRESENTERS property and ARTIST does not correct such actions upon notification by PRESENTER, then PRESENTER shall have the right to terminate performance with no liability whatsoever.

21. A. ARTIST agrees to indemnify and hold harmless PRESENTER and its employees contractors and/or agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgements arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the engagement. Such indemnification shall be extended to the University of Rhode Island Board of Governors.

21. B. ARTIST shall also indemnify and hold harmless PRESENTER and its employees, contractors and/or agents from and against any loss, damage, and/or destruction occurring to its and/or its employees', contractors, or agents instruments and equipment at the place of the engagement, including, but not limited to, damage, loss or destruction caused by Act of God. This indemnification shall be extended to the University of Rhode Island Board of Governors.

22. Any ARTIST that shall appear on University of Rhode Island property that has the propensity of bodily and/or property damage shall have in force a one million dollar ($1,000,000) liability policy to cover such.

23. All clauses contained herein shall be enforceable whether or not the ARTIST is being compensated or is performing free of charge such as in the case of a benefit performance.

24. The ARTIST understands that Bruce Hamilton, Director, Memorial Union and Student Involvement signs this contract as an agent of the University of Rhode Island and his/her personal liability is limited to warranting that she/he has been duly authorized to sign by said organization which is solely responsible for the performance of the contract.
25. The PRESENTER has signed this contract to which this rider is an addendum prior to signature by ARTIST. The action of the PRESENTER in returning said contract constitutes an offer 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 Michael J. Nolfe, Coordinator, Student Involvement, 210 Memorial Union, Kingston, RI 02881 on or before the day of _____________, or this offer shall be automatically withdrawn without further notice, and this contract shall be completely null and void unless otherwise agreed in writing by both parties.

26. The ARTIST understands and agrees that the ARTIST'S failure to fulfill any of the provisions of this rider, without prior written consent of PRESENTER will be considered a breach of contract and may result in the cancellation of the engagement hereunder at any time without liability whatsoever to the PRESENTER. Furthermore, if the ARTIST breaches this agreement to which the PRESENTER has entered into in good faith, to the extent that damages are suffered by the PRESENTER, then the ARTIST shall assume liability for all such damages incurred by the PRESENTER.

27. In the event of any conflict, inconsistency, or incongruity between the terms of the ARTIST'S contract and/or rider and the terms of the PRESENTER'S rider, the terms of the PRESENTER'S rider shall in all respects govern and control.

28. If ARTIST in any way incites or encourages audience participation or violence and injury shall occur to anyone within the venue, PRESENTER and all agents shall have the right to exercise any and all remedies necessary to rectify said situation including, but not limited to a court of law. PRESENTER shall have the right to exercise said remedies without limitation by ARTIST or any agents of ARTIST.

If any violence and/or riot encouraged or incited by ARTIST or agents of ARTIST shall cause damage to venue or components therein, PRESENTER shall have the right to exercise all necessary remedies without limitation.

29. If ARTIST and/or agents of ARTIST shall cause damage to dressing quarters, hospitality suite, crew room, or any components therein beyond normal wear and tear, ARTIST shall compensate PRESENTER for bona fide receipted expenses no later than one week following such repair.

31. If PRESENTER and agents deem crowd in attendance to be capable of, or on the verge of violence, riot, or any other action which could serve as a threat to the safety of ARTIST, PRESENTER, venue, or any person in attendance, PRESENTER reserves the right to make stage announcements or to employ ARTIST or agents to render such announcements in a good faith attempt to appeal to those in attendance.

If PRESENTER appeals to ARTIST to help to rectify said behavior and ARTIST or agents thereby refuse or causes unreasonable delay, PRESENTER may at his/her sole discretion halt or temporarily interrupt performance to rectify such without any liability whatsoever. This is only to be exercised in extreme cases and ARTIST position/reputation will be respected, but only to the degree of assistance by ARTIST.
ARTIST refusal or delay persists to the point of danger to any in attendance, PRESENTER reserves the right to bring up house lights and/or cut power without any contractual liability or responsibility for ARTIST and agents equipment damage.

32. By no means (outside of act of God, equipment failure, or weather disaster) will doors to venue be held past scheduled stage call.

Bruce Hamilton for
PRESENTER'S NAME ARTIST'S NAME

Director, MU/DSI
PRESENTER'S TITLE ARTIST'S SIGNATURE

PRESENTER’S SIGNATURE

_________________________ DATE ________________

DATE