

## East Stroudsburg University • Student Activity Association • Contract Rider

This rider is hereby attached to, and by reference, incorporated into the contract dated \_\_\_\_\_ between the Student Activity Association, Inc. of East Stroudsburg University, East Stroudsburg, Pennsylvania, hereafter referred to as "Sponsor" and \_\_\_\_\_ (name of Artist(s) or agency) of \_\_\_\_\_ artist's or agency's address), hereafter referred to as "Artist".

### 1. Transportation and Housing Arrangements

Artist shall call the Sponsor's representative at least 24 hours prior to the hour of the performance, stating the expected time of arrival, where the Artist is staying, and mode of transportation. If delays are incurred in route to the performance site that may affect the performance time, timely notification shall be given by the Artist to the Sponsor's representatives:

phone: \_\_\_\_\_

phone: \_\_\_\_\_

Transportation and housing arrangements are the sole responsibility of the Artist unless otherwise specified in this agreement. In the event that Sponsor provides transportation at any time for Artist, Artist releases Sponsor from any and all liability relating to loss or damage to property or personal injury that may be sustained by the Artist during the course of said transportation.

### 2. Equipment

It is understood that 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 Sponsor unless otherwise specified in this contract. Sponsor is not responsible for obtaining any equipment not specifically stated in the Artist's contract or rider. Artist agrees that if the equipment required in the contract or rider is not used; the Sponsor will be reimbursed for any and all cost incurred in renting said equipment.

### 3. Set-Up

Artist shall be solely responsible for the set-up, removal and other handling of any equipment provided by Artist for the performance covered by this agreement unless otherwise stated in contract or rider.

### 4. Souvenir Sales

Artist may sell records, photographs, and other souvenirs related to the program prior to the performance, during intermission and after the performance upon approval of Sponsor. The Sponsor shall receive twenty (20) percent of gross sales receipts. All sales are to be recorded in a receipt book provided by Sponsor to serve as verification of sales for commission determination.

### 5. Cancellation

- A. Artist and Sponsor mutually agree either party may cancel this Contract and both parties shall be released from any liability or damage hereunder, if Artist or Sponsor is unable to fulfill the terms of this contract due to an Act of God. Act of God is defined as destruction of performance location, blizzard conditions making travel impossible, civil disorder, strike, epidemic, or any other legitimate conditions beyond the control of Artist or Sponsor.
- B. If for any reason, except Act of God, this contract is cancelled by Artist or a change of date is requested by the Artist, Artist shall reimburse Sponsor for any and all expenses incurred in the preparation for said engagement. Such expenses include, but are not limited to, publicity cost, printing of tickets, and nonrefundable equipment deposits. An itemized invoice with receipts for monies expended will be presented upon request to Artist to verify said costs.

### 6. Alcohol and Tobacco

- A. Should Artist arrive at the performance site under the influence of intoxicating beverage or other controlled substances, and as a result thereof, in the opinion of the Sponsor, the Artist cannot render said performance within the reasonable expectations of the Sponsor, Artist shall be in breach of contract.
- B. Artist shall not be supplied alcoholic beverages by the Sponsor.
- C. Consumption of any type of alcoholic beverage is strictly prohibited on all University property.
- D. Smoking is strictly prohibited on all University property.

### 7. Guaranteed Performance

Artist: \_\_\_\_\_ is in reality a group consisting of the following  
principal(s): \_\_\_\_\_ the essence of this contract  
concerns these specific individual(s) and their personality(s) and talent(s) which are recognized as unique, Sponsor will pay the fee specified in this contract only if the Artist performing is in fact the Artist agreed upon. If in the case of a group, the entire group does not perform, or should Artist not be the Artist specified in this contract, Artist shall be in breach of contract and the performance cancelled with Sponsor assuming no liability, or at the sole discretion of Sponsor, payment of fee will be withheld until a satisfactory adjustment is made between Sponsor and Artist or his Agent.

### 8. Independent Sponsor

The Student Activity Association Incorporated, of East Stroudsburg University, is acting solely as Sponsor and/or purchaser of said Artist as stated in this contract; and Artist(s) agree(s) that an employer-employee relationship does not exist.

### 9. Physical Conditions

Artist shall be responsible and obligated to inform the Sponsor, through the Sponsor's designated agent present at the activity site, of any physical defects or dangerous conditions pertaining to the facilities of East Stroudsburg University at the activity site, of which Artist, its agents and employees, have actual knowledge.

**10. Release from Liability**

Artist agrees to indemnify and hold harmless and release Sponsor from any and all liability resulting from injury or property damage which is caused by Artist, his Agent, or anyone acting on his behalf. Furthermore, Artist agrees to waive any and all rights or claims it may have against East Stroudsburg University, being a separate legal entity from the Sponsor, on account of injury or property damage to Artist.

**11. Supplemental Programs**

It is acknowledged by Presenter that unless otherwise agreed to in writing by Sponsor, Presenter shall not participate in any supplemental program or event to be associated with the contracted program in such manner that it may be reasonable inferred that its engagement in such activities are being promoted or authorized by Sponsor, or that such activities are in any way a part of the contracted program. For its part, Sponsor, through its agent, at the time of the contracted program shall make known to the public by oral and/or written disclaimer that its promotion and authorization of the contracted program is restricted solely to the contracted program and that Sponsor shall not be bound by assertions made by anyone else to the contrary.

**12. Miscellaneous**

- A. No oral representation, warranty, condition, or agreement of any nature whatsoever shall be binding upon Sponsor or Artist unless incorporated into this agreement. This contract, along with the riders, contains all of the terms and conditions agreed upon by the contracting parties; and may not be amended other than in writing.
- B. In the event of any conflict, inconsistency, or incongruity between the provisions of the East Stroudsburg University Contract Rider and the Artist's contract and/or rider, the provisions of the East Stroudsburg University Contract Rider shall in all respects govern and control.
- C. If this contract is signed by someone other than the Artist, the person signing on behalf of Artist expressly warrants that he/she is authorized by Artist to execute this contract on behalf of Artist for this agreement.
- D. Artist agrees and warrants that in the performance of this contract, Artist will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, disability or national origin in any manner prohibited by the laws of the Commonwealth of Pennsylvania.
- E. The named Artist(s) and/or Artist's Agency (if Agency is to be paid in full or in part for the services rendered from this contract) shall supply to the Sponsor within two (2) week(s) of date of contract proof of Artist's ownership of a Performing Artist's General Liability Insurance Policy, with premises liability coverage which shall include but not be limited to, property damage to the facilities provided to Artist by Sponsor and bodily injury, personal injury and property damage coverage to spectators and any other occupants of the aforementioned facilities so provided, and said policy to be effective on the performance date in coverage amounts of at least \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate in the policy year. The certificate of insurance should name the Student Activity Association, Inc., East Stroudsburg University and the Pennsylvania State System of Higher Education as additionally insureds.

**By signing here, Artist states that a Performing Artist's General Liability Insurance \_\_\_\_\_ Policy is not held and it is agreed that the above provision shall be waived for the Artist Artist. If Artist Agency is be paid in full or in part for the services rendered from this contract or if no Artist signature appears, a certificate of insurance naming the Student Activity Association, Inc., East Stroudsburg University and the Pennsylvania State System of Higher Education as additionally insureds will be attached.**

**13. Compliance with Laws**

This contract is governed by the laws of the Commonwealth of Pennsylvania.

Artist:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sponsor: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. John E. Robinson, Ed. D., Senior Director  
Student Activity Association, Inc. • East Stroudsburg University

\_\_\_\_\_  
Joseph A. Akob, Executive Director  
Student Activity Association, Inc. • East Stroudsburg University