

THIS RIDER IS ATTACHED TO THE AGREEMENT AND CONSTITUTES AN INTEGRAL PART THEREOF

**The Lutheran University Association, Inc. D/B/A
VALPARAISO UNIVERSITY
CONTRACT RIDER**

1. The Artist or his/her Agent must wire or call the Presenter Valparaiso University Or Advisor **Larry E. Mosher**, at (219) 464-5007, between the hours of 10:00 a.m. and 4:00 p.m. on the day preceding the performance stating the expected time of arrival, where staying, mode of transportation, name of the person whose name the group will be registering and expected time of arrival of equipment and crews. If any unavoidable delay is incurred in the arrival, the Artist or his/her Agent must call the named person(s) so the announcements may be made. **In case of emergency, phone (219) 309-0805 outside the hours of 10:00 a.m. and 4:00 p.m. Monday-Friday.**
2. If a rehearsal is not required, the Artist must make his/her whereabouts known to the Presenter ninety minutes prior to the scheduled performance time and must be at the performance site at least 60 minutes prior to the scheduled start of the performance.
3. If the Artist arrives at the performance site noticeably under the influence of intoxicating beverages, narcotics, and drugs or in possession, the Presenter may cancel this contract with no liability on the part of the Presenter.
4. Transportation and housing arrangements will be made by the Artist, unless otherwise specified in this contract.
5. **No deposits or advance payments** shall be made. Valparaiso University adheres to a non-deposit policy.
6. In accordance with the policy of Valparaiso University, upon completion of performance, payment will be made by the school check to the Artist on the night of the performance unless other arrangements have been made. If all conditions of the contract are not fulfilled including but not limited to paragraph 16 of this rider payment will be withheld until the effects of the non-compliance has been determined.
7. In accordance with the policy of Valparaiso University, souvenir booklets or other momentos may be sold prior, during or following the performance. Presenter will receive **20%** of all gross sales. Presenter will be allowed to inventory all merchandise prior to and immediately following the performance.
8. The Presenter is not responsible for any equipment not specifically stated in the contract.
9. The Presenter shall not be responsible for any items heretofore mentioned when prevented from doing so by an Act of God or any other conditions or matters beyond the control of the Presenter
10. If for any reason, except due to an Act of God, this contract is cancelled by the 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 any bona fide out of pocket expenses or damages immediately upon presentation of a certified statement of such expenses or damages to the Artist or his/her agent.
11. If this contract is signed by someone other than the Artist, the person signing for the Artist expressly warrants that he/she is authorized by the Artist to execute this contract for the Artist for this engagement at the time and place specified in this contract.
12. All additions and deletions in the contract and its rider must be initialed and dated by both parties in order to be valid.
13. The rider is attached to this agreement and constitutes an integral part thereof.

14. Neither the sponsoring organizations nor the Presenter assume any personal liability for meeting the terms of the contract.
15. The validity, construction, and effect of this contract shall be governed by the laws of the State of Indiana.
16. The Artist must refrain from the use of comments/materials or gestures having racist, sexist or homophobic overtones.
17. In accordance with Valparaiso University policy no alcoholic beverages will be permitted within the performance area, dressing rooms or anywhere on University property. No one representing the University will be allowed to purchase or obtain any alcoholic beverages for the performers or members of the crew.
18. The performer and any persons employed by the performer for this engagement shall be deemed independent contractors and not employees, joint ventures, or agents of the Lutheran University Association, Inc., d/b/a/ Valparaiso University (known as the Sponsor from now on). Any provisions in this contract that may appear to give the Sponsor the right to direct the Performer as to doing details or to exercise a measure of control over the work mean that the Performer shall follow the directions of the Sponsor as end results of the work only. As an independent contractor, the Performer is not entitled to Worker's Compensation benefits except as may be provided by the sponsor, nor unemployment insurance benefits unless unemployment insurance compensation is provided by the Sponsor or some other entity. The performer is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to the contract.
19. The performer agrees to defend, indemnify, and hold harmless the Lutheran University Association, Inc., d/b/a/ Valparaiso University, a body corporate, and its Board of Directors, officers, employees, agents, and volunteers, from and against all liability, claims, and demands, on account of injury, loss, damage, or expense, including defense costs and attorney fees, which arise out of or are in any manner connected with this agreement, if such injury, or loss, damage, or expense is caused or is claimed to be caused in whole or part by the act, omission, error, professional error, mistake, negligence, or willful act of the performer(s).
20. **All performers must provide the sponsor a certificate of liability insurance for a minimum of \$1,000,000.00 prior to the show, naming The Lutheran University Assoc., Inc., d/b/a/ Valparaiso University as an additional insured.** This must be done before a check can be drawn. If motor vehicles (trucks, vans and/or cars) are to be brought on campus the sponsor must receive proof of vehicle insurance prior to the show. If there is an employee/employer relationship of any kind, proof of workman's compensation insurance must be provided. This pertains primarily for companies employing workers who are supplying a service for the performance or activity.

THE LUTERAN UNIVERSITY ASSOC, INC.
(d/b/a VALPARAISO UNIVERSITY)

Artist's Signature

Larry E. Mosher
Director Union

Person signing for Artist

This rider is Attached to the Artist's contract and returned to the Artist or his/her representative
On the _____ **Day of** _____, 20____ contracts must be signed by the Artist and returned to
Valparaiso University within 10 days of the above date.

Valparaiso University
Valparaiso, In. 46383
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Fax: (219) 464-5209
E-mail: Larry.Mosher@valpo.edu