

Standard Performance Agreement
University of Rochester
201 Wilson Commons, Rochester, NY 14627
Ph: 585.275.9390 Fax: 585.273.5306

The undersigned Artist and Presenter agree to the following terms and conditions for the agreement described below.

1. Name under which Artist operates: _____
2. Artist's Address _____ Artist's Phone _____
3. Name of Presenter Organization: _____
4. Presenter's Representative: _____
5. Agreed Price for Engagement (paid at conclusion of service): _____
6. To whom is payment made: _____
7. Performance Day and Date: _____
8. Performance Place and Address : _____
9. Length of Performance _____ 10. Arrival time _____ 11. Show Time _____
12. Artist Reports to _____ If riders are to be made a part of this agreement indicate below:
_____ Presenter _____ Artist
13. Additional agreement provisions _____

14. Check here if Artist must provide proof of insurance and liability indemnification _____

Artist shall have reasonable and shared control over the means, methods, and details of performing under this contract, except for performance times and minimum and maximum length of performance.

Artist will perform as an independent contractor and not as an employee of the Presenter.

Each party will indemnify the other, its Trustees and employees against any claims, demands, liabilities, loss, or expense including but not limited to reasonable legal costs (collectively "liabilities") to the extent such liabilities are caused by the indemnifying party's negligence, intentional misconduct, or material breach of this contract.

Any controversies arising between the Artist and the Presenter pertaining to this contact shall be resolved by the Courts of the State of New York, and are not subject to dispute resolution processes established by a union. New York State law will govern this contract.

The University's representative, in signing this contract, warrants that he/she signs as a properly authorized representative of the institution and does not assume any personal liability for meeting the terms of the contract. The Artist, in signing, warrants that he/she is a properly authorized representative of the artist.

Artist's obligation to perform hereunder shall be excused if Artist is unable to perform as the result of: illness or injury; detention resulting from inability to obtain reasonable transportation; riots or other acts of civil strife; strikes or other forms of labor disputes; epidemics; an act or order of any public authority or court; any act of God; and/or any other causes beyond Artist's reasonable control.

By signing this contract, I assert that I am not an active member of the hosting organization.

Artist Signature _____ Date _____

University Representative Signature _____ Date _____

Title _____

Contract Rider
for the Students' Association of the University of Rochester

1. The policies of the University of Rochester do not permit the payment of deposits. In accordance with the University's rules and regulations, payment of the fee will be made by University check to: _____ at the end of the performance or mailed immediately following the event.
2. Artist and anyone performing with Artist will not be allowed to perform his or her obligations under this Agreement including appearing before the public if it is discovered that alcohol or illegal drugs have been used resulting in a determination that the individual or individuals are under the influence of alcohol or illegal drugs from the time of arrival through the duration of the performance. The determination of whether the individual or individuals are under the influence of alcohol or illegal drug shall be made by University of Rochester in its sole discretion. Artist agrees to forfeit all payment owed by University of Rochester and cancel this contract with no liability on the part of University of Rochester once a determination has been made by the University under this paragraph.
3. The University is not responsible for any equipment, transportation, hospitality not specifically stated in the contract.
4. Transportation and lodging arrangements will be made and paid for by the artist unless otherwise stipulated in the contract.
5. Any performances, lectures, press conferences, and/or meetings the artist performs and/or presents from the time of his/her arrival in Rochester through his/her departure time must be approved in writing by the Presenter. If the artist fails to receive such approval, Presenter may cancel this contract with no liability on the part of the Presenter and/or the fee to be paid by the Presenter to the artist may be reduced as determined by the Presenter.
6. For performances where University personnel are not in control of the sound reinforcement equipment, the sound levels five feet away from the sound source may no exceed 115 decibels (DBA). Also, at the borders of the University, sound levels may not exceed 75 DBA from 8am-10pm and may not exceed 65 DBA after 10pm. Sound levels in buildings adjacent to the sound source may not exceed 80 DBA. The sound source should be kept at least five feet away from the attending crowd. University personnel and/or artists' personnel will maintain sound levels within these guidelines.
7. The arrival time for this performance is _____. Should the artist arrive at the venue later than this time, the Presenter may cancel this contract with no liability on the part of the Presenter and/or the fee to be paid by the Presenter to the artist may be reduced as determined by the Presenter.
8. Other: _____

By signing this contract, I assert that I am not an active member of the hosting organization.

Signature of the Artist or Artist Representative

Signature of University Representative

Date

Date