

Example of a School Performance Rider

1. **Purchaser:** Purchaser is hereinafter referred to as “_____ University”
2. **Payment:** All payments will be in form of a check issued by _____ University.
3. **Deposits:** _____ University does not submit deposits.
4. **Liability:**
 - (a) _____ University is self-insured for liability protection. Such protection applies to _____ University and its employees only. Artist and all other outside vendors, contractors, or agents must provide their own liability coverage.
 - (b) _____ University agrees to provide liability protection for its officers, employees, and agents while acting in the scope of their employment. _____ University further agrees to hold harmless the Artist, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this contract where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of _____ University while acting within the scope of their employment.
 - (c) Producer and Artist agree to indemnify and hold harmless _____ University and its officers, employees, and agents from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Entertainment Contract where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of the Artist or Producer.
 - (d) Certificate of insurance available upon request.
5. **Disputes:**
 - (a) This performance contract addendum and any proceedings conducted hereunder shall be governed and enforced by the laws of _____ state.
 - (b) Any claims arising from this contract and its execution shall be brought in an appropriate forum in _____.
6. **Assignment/Transfer Provision:**

The person executing this agreement on _____ University’s behalf does so as an agent of _____ University and is not personally liable for the payment of the contact price. _____ University is responsible for the payment of said price in full.
7. **Control of Production:**

Details and manner of performance are under the control of the Artist. However, _____ University has the right to direct Artist to discontinue any activity constituting a violation of University policy, as well as any federal, state, or local laws.

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8. **Merchandise:**

_____ University takes 20% of all gross merchandise revenue, less any tax.

9. **Security:**

Security plans must be approved in advance by _____ University. _____ will provide adequate security.

10. **Media:**

_____ student media seek permission to photograph part of show and perform an interview for local coverage. Please advise per advance.

11. **Runners:**

_____ can only provide one runner on the day of show. This is a _____ student in his/her personal vehicle. University policy prohibits them from taking passengers. Please plan accordingly.

12. **Entertainment Tax:**

North Carolina law requires withholding of 4% of fee unless producer receives a waiver from the state of _____. Waiver must be presented to purchaser 10 days before the show.