

Board of Trustees of the University of Illinois
CONTRACT RIDER
For events at
SANGAMON AUDITORIUM

This rider is attached to and made part of the contract and its riders between **NAME OF PRODUCER f/s/o ARTIST/COMPANY hereinafter referred to as ARTIST/COMPANY** and the Board of Trustees of the UNIVERSITY of Illinois, a body corporate and politic of the State of Illinois hereinafter referred to as UNIVERSITY in this rider and **PRESENTER** in the balance of this agreement, on behalf of Sangamon AUDITORIUM, a unit of the UNIVERSITY of Illinois at Springfield (hereinafter referred to as AUDITORIUM) in reference to the presentation of **PERFORMANCE** on **DAY, DATE, at TIME.**

1. Technical

(a) **Stagehands and Loaders.** Should the agreement include a division of net proceeds, expenses for stagehands and loaders shall include the labor costs for the strip, pre-hang, line spotting, load-in and load out, running of the performances and all rehearsals prior to the first public performance and restoring of stage following the final performance. Expenses for work calls and rehearsals following the first performance shall be the ARTIST/COMPANY sole expense.

(b) **Day work.** Day work is stagehand and wardrobe work that follows the first performance for maintenance of wardrobe, hair, scenery, properties and other tasks as requested by ARTIST/COMPANY. Day work shall include any call requested by the ARTIST/COMPANY prior to one hour before half-hour call. Day work shall be considered a direct ARTIST/COMPANY expense and fully reimbursable to UNIVERSITY.

(c) **Phone Lines.** Up to three phone lines are included in the fixed local expenses. All costs for the installation of additional phone lines and any charges associated with these lines for long distance services and/or usage fees shall be paid for by the ARTIST/COMPANY as a direct expense. (Additional backstage phone lines are available at \$100 per day per line and must be paid prior to hookup).

(d) **Fire Inspection Standard.** All scenery, costumes (if worn around open flames), and/or set decorations shall be flame resistant. Scenery and set decorations must comply with standards set forth in Code for Safety to Life from Fire in Buildings and Structures" as published by the National Fire Protection Association (NFPA 101) 2000 edition, Life Safety Code. From time to time modifications are adopted by the State of Illinois and can be found at <http://www.ilga.gov/commission/jcar/admincode/041/04100100000070R.html>. The UNIVERSITY reserves the right to reject any equipment or scenery deemed to be unsafe by the UNIVERSITY.

(e) **Technical Requirement Specifications.** The Sangamon AUDITORIUM staff realizes that event technical needs may vary slightly from ARTIST/COMPANY contract rider requirements. If ARTIST/COMPANY has not made the technical rider or other similar document a part of the original contract, but later desires to do so, or if ARTIST/COMPANY wishes to substantially change or amend an existing rider, such addition or change shall be as mutually agreed and additional costs resulting from the change shall be shared equally by the ARTIST/COMPANY and UNIVERSITY.

(f) **Lighting.** If the ARTIST/COMPANY is using Sangamon AUDITORIUM house lighting, lighting instruments, gel color and gobos must be selected from current inventory. No instruments will be rented or purchased for this engagement. For a complete list of stage equipment and specifications, see the Sangamon Auditorium Information Guide, available online at www.sangamonauditorium.org. Outriggers on all lifts must be used. All material and personnel lifts and all lifts and ladders must be used in a safe manner.

(g) **Acoustics.** ARTIST/COMPANY understands that the acoustics in the Sangamon AUDITORIUM are excellent and are controllable through moveable banners, and that the AUDITORIUM management has every expectation that the ARTIST/COMPANY and their staff will recognize management suggestions concerning maximum sound levels and sound mixing.

(h) **Artist/Performer Property.** The UNIVERSITY assumes no responsibility for any property brought into the AUDITORIUM by the Artist/Performers unless loss and/or damage is the result of the willful misconduct or gross negligence of UNIVERSITY employees.

(i) **Position of the Sound Board.** All technical seats kills including pit seat usage and sight line kills must be agreed upon prior to the full execution of the contract. The sound board except in rare cases approved by the Auditorium Technical for of Sangamon Auditorium, must be located in the normal position in center of the main floor on a lowered table lift to avoid sight line issues. Lighted control or camera displays must be curtailed or masked to avoid their serving as a distraction to the audience behind them.

(k) **Runners.** The UNIVERSITY will provide runners at the ARTIST/COMPANY sole expense. Runners must be UNIVERSITY employees or students and will use UNIVERSITY vehicles.

2. Front of House

(a) **Curtain Raiser Speech.** Sangamon AUDITORIUM has an active, ongoing fundraising effort and occasionally will conduct a "curtain raiser" speech delivered from the stage by an AUDITORIUM staff member beginning at the publicized performance starting time and lasting no longer than three minutes. Please adjust your stage planning accordingly. Introductions shall be subject to ARTIST/COMPANY approval.

(b) **Pre-show Announcement.** UNIVERSITY will play an announcement prohibiting the usage of electronic devices such as cell phones and cameras between 2 and 5 minutes before each performance.

(c) **Concessions.** ARTIST/COMPANY may sell such items as souvenir programs, books, photographs or recordings, subject to concessionaire requirements as stated in the Merchandise Sales Attachment. If merchandise will be sold by a third party vendor, a fully executed Vendor Agreement will be required. (either form, NOT both are required for merchandise sales). This form must be fully executed not later than 4 weeks ahead of the event. The UNIVERSITY may operate its own gift shop separately from ARTIST/COMPANY concessions area. UNIVERSITY will not offer merchandise for sale that duplicates that of ARTIST/COMPANY.

(d) **Intermission.** When used, the AUDITORIUM standard intermission is twenty minutes in length.

3. Marketing, Sponsorship, Program

(a) The ARTIST/COMPANY will provide program, marketing and publicity materials by the date requested by AUDITORIUM Associate Director of Marketing, and in the quantities and condition specified. The Associate Director of Marketing reserves the right to edit any copy published under the authority of AUDITORIUM. If program copy is not supplied by the dates requested, no copy will be published. Publicity materials received after the date requested will be returned to the ARTIST/COMPANY at their expense. Shipping costs are the responsibility of the ARTIST/COMPANY representative.

(b) UNIVERSITY shall retain the right to obtain local sponsorship(s) for this engagement. Sponsorship(s), underwriting or advertising will be used for purposes deemed appropriate by UNIVERSITY. This will not interfere with the ARTIST/COMPANY sponsors or national touring underwriting; however, in no case shall the ARTIST/COMPANY sponsor or national touring sponsor preclude the rights of AUDITORIUM to carry out its local sponsor prerogatives within its local markets. UNIVERSITY will sign no clauses delineating ARTIST/COMPANY sponsor requirements; however, approval and allowance of such requests will not be unreasonably withheld. Approval and placement of signage within the lobbies of the AUDITORIUM will be at the UNIVERSITY's discretion. ARTIST/COMPANY agrees to make a reasonable effort whenever possible to allow recognition of the local sponsor in all advertising materials.

(c) Should the agreement include a division of net proceeds UNIVERSITY hereby discloses that electronic and print advertising it places for this engagement shall be placed by its own internal advertising agency and will, therefore, collect customary agency commissions of fifteen percent.

(d) The UNIVERSITY reserves the right to create VIP and Meet and Greet events. The upcharge for VIP ticketing will be divided equally between the UNIVERSITY and ARTIST/COMPANY.

4. Terms of Payment

(a) Except payment to foreign nationals, payments to the ARTIST/COMPANY will be made by UNIVERSITY check immediately following the last performance. No cash or other form of payment will be made. Post-performance settlement payments will be made by UNIVERSITY check, sent within five business days of the settlement.

(b) If Artist is a non-resident alien performer, 30% of the gross income amount will be withheld as required by IRS regulations and an additional 5% of the gross income amount will be withheld as required by Illinois Statute unless documentation proving an approved reduction or an exemption applies, or a copy of a Central Withholding Agreement (CWA) is received by the University at least 15 days prior to the performance.

(c) UNIVERSITY does not make advance payments or deposits.

(d) **Undocumented Fixed Local Expenses.** The parties have agreed upon a flat sum deductible by UNIVERSITY as Fixed Local Expenses. Fixed Local Expenses shall be undocumented, and the sum agreed upon shall cover preliminary set-up and after-hours and daily running of box office, customary janitorial service, group sales expenses, house technical director, full use of stage and equipment, strip and restore stage, front of house staff including ushers and ticket takers, local stage overhead, general and administrative expenses, licenses and permits, opening night expenses, customary police and security, public and press relations, theatre rent, available in-house lighting and sound equipment, telephone installation and long distance charges for (X) lines, utilities, legal and accounting fees.

5. Liability

(a) With respect to insurance, the PROCUDER is responsible for its liabilities and the University affirms its self-insured status for its own liabilities only.

(b) ARTIST/COMPANY agrees to indemnify and hold the University harmless from and against any and all claims for bodily injury or property damage in connection with or relating to any actions, claims or demands by third parties, in tort, to the extent that such actions, claims or demands are based upon any acts, defaults or neglects of the ARTIST/COMPANY, its employees, agents, and/or subcontractors.

(c) For the purposes of liability insurance required to be carried hereunder:

1) ARTIST/COMPANY shall cause a Certificate of Insurance to be issued naming the **Board of Trustees of the University of Illinois as an additional insured**. The Certificate of Insurance shall be provided by an insurance company licensed to do business in the State of Illinois with a rating of B+:VI or better in the current edition of Best's Key Rating Guide. This Certificate of Insurance must be received and approved before commencement of operations. The Certificate must evidence the following coverage in at least the limits stipulated. The ARTIST/COMPANY must agree to maintain such insurance for the duration of the program or the term for which services will be rendered: Workmen's Compensation (including Occupational disease) under the terms of the Illinois Workmen's Compensation Act; Employer's Liability: five hundred thousand dollars (\$500,000); Public Liability: Bodily Injury, one million dollars (\$1,000,000) Combined Single Limit -OR- one million dollars (\$1,000,000) per occurrence, non-owned and hired automobile insurance with minimum limits of one million dollars (\$1,000,000) and Property Damage, five hundred thousand dollars (\$500,000) per occurrence. All policies shall provide that in the event of cancellation, non-renewal or material change, the UNIVERSITY shall be given 30 days prior written notice.

2) Assigned subcontractors must comply with the same insurance coverage and shall secure the Certificate of Insurance in favor of the University and submit such evidence of insurance through the ARTIST/COMPANY.

6. Other

(a) **Engagement Conflict.** ARTIST/COMPANY agrees that it will not perform any other engagement including classes, clinics, workshops or other services generally recognized as part of residency activity during a period of thirty days prior to or following the engagement hereunder within a radius of seventy-five miles from the location of the performance(s) set forth herein without express written permission of the UNIVERSITY. Such locations specifically include Bloomington/Normal, Decatur, Champaign-Urbana and Jacksonville, Illinois. The ARTIST/COMPANY shall advise the AUDITORIUM Director of any professional related engagement(s) within this radius during the term covered by this Contract.

(b) **Authority.** If the ARTIST/COMPANY signs this Contract, the ARTIST/COMPANY expressly warrants that it is authorized by the ARTIST/COMPANY to execute this Contract.

(c) **Termination of Contract.** In the event, beyond the reasonable control of UNIVERSITY, the premises of the AUDITORIUM or the Public Affairs Center shall be destroyed or damaged such that the show cannot take place as scheduled or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, weather or an emergency declared by a governmental agency, this Contract may be terminated by the UNIVERSITY. Notwithstanding the foregoing, UNIVERSITY shall pay the agreed upon compensation to ARTIST/COMPANY even if the engagement is canceled due to inclement weather provided the ARTIST/COMPANY is present at the AUDITORIUM and willing and able to perform, except UNIVERSITY shall not be required to pay said compensation if, because of such weather conditions, governmental authorities declare a state of emergency which necessitates the closure of the UNIVERSITY.

(d) **Contradictory Provisions.** Notwithstanding any other provisions, if any provision of this Contract Rider conflicts with any provision of the underlying Contract, this Rider shall supersede the provision of the underlying Contract.

(e) **Indication of Changes to Contract.** Changes made to items within this Contract by UNIVERSITY are indicated by adjacent initial blocks and will be considered valid and accepted by ARTIST/COMPANY and ARTIST/COMPANY when Contract is

initialed in each initial blocks and signed and returned to UNIVERSITY, unless otherwise noted therein. If ARTIST/COMPANY shall make any changes to Contract, ARTIST/COMPANY must initial next to all requested changes. After UNIVERSITY has received the Contract back from ARTIST/COMPANY, UNIVERSITY will review changes and if they are considered valid and acceptable, UNIVERSITY will initial next to all accepted changes. Any changes that are not acceptable by either party may be negotiated between the parties until an acceptable agreement can be reached.

(f) **Licenses.** The University has a license agreement with BMI, SESAC, and ASCAP. ARTIST/COMPANY/Artist agrees that the University shall not be responsible for any royalties above and beyond the BMI, SESAC, and ASCAP blanket coverage the University currently has that must be paid on copyrighted material, performance right fees and/or musical rental, if any. ARTIST/COMPANY/Artist agrees to pay any royalties (above and beyond the BMI, SESAC, and ASCAP blanket coverage), if required, to be paid on copyrighted material, performance right fees and/or music rental, if any, to ensure that the University is held free and clear from all such liabilities connected with the performance(s).

(g) **Governing Law.** This contract shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and performed wholly within such state without giving effect to conflict of laws principles. Parties acknowledge and agree that exclusive jurisdiction is in the Court of Claims of the State of Illinois, Sangamon County, Illinois for any claim, cause of action, or suit arising from this contract brought against the UNIVERSITY.

(h) **Tax Expenditure.** This contract is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (PA 93-0552). <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=093-0552>

(i) **University Policy.** The ARTIST/COMPANY agrees to abide by all written rules and regulations of the UNIVERSITY and the AUDITORIUM for matters having to do with the presentation of this event, and Artist further agrees to abide by all UNIVERSITY rules and regulations which designates the UIS campus as a tobacco free campus. ARTIST/COMPANY will receive adequate notice of same.

(j) **Notices.** Any notice provided for herein shall be in writing and shall be personally served or mailed by first class postage prepaid, certified mail, return receipt requested, by serving or addressing the same to: Robert Vaughn, Director, Sangamon Auditorium, University of Illinois at Springfield, One University Plaza, MS PAC 397, Springfield, IL 62703, and to the ARTIST/COMPANY at the address provided below.

This Sangamon Auditorium Contract Rider is standard legal form approved by the office of University Counsel in April, 2009.