OHIO UNIVERSITY RIDER

1. To the extent that any of the terms and conditions contained in the contract form to which this Standard Rider is attached, or any other addenda or rider thereto attached by the Artist, or his agent, are in conflict with or contradictory to any of the terms of this Standard Rider, the terms contained in this Standard Rider will prevail.

2. The parties will attempt to cross out and alter any inapplicable wording in the original contract, as deemed appropriate. However, such alterations should not be considered exclusive to the extent that the above section #1 applies.

3. In no event shall Ohio University be required to make any advance payments or deposits. Payment will be received after performance with a University check.

4. It is understood that the Artist executes this agreement as an independent contractor and is not an employee of Ohio University. As such, the parties will each be responsible for their own acts of negligence as determined by law. Artists shall be solely responsible for payment of all of its federal, state and local employment and other taxes.

5. Details and manner of performance are under control of the Artist, or in instances where a group is involved, the leader of the Artist. However, Ohio University has the right to direct the Artist to discontinue any activity constituting a violation of any University policies, federal, state or local laws.

6. Any requirements that Ohio University comply with terms, provisions, or directions of agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are known to and agreed to by Ohio University, in writing, in advance of contract execution or are made a part of this agreement prior to the signing of this agreement by Ohio University.

7. The performing Artist or company shall notify Ohio University at least fourteen (14) days prior to the event of the expected time of arrival of company materials and/or company crews. In the event of late arrival of company materials and/or crews, the company shall reimburse Ohio University for any out-of-pocket expenses for stagehands and other expenses incurred on account of such delay.

8. In the event the Artist or company is more than 15 minutes late to a performance, or if a vital performing member(s) is/are not present, or if the Artist arrives at the performance site noticeable under the influence of intoxicating beverages, narcotics, or drugs, Ohio University reserves the right to make an adjustment to performer fees based on the number of refunded tickets.

9. Anticipated starting times specified in the contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence the Artist is required to be at place of performance a sufficient period of time prior to scheduled time of commencement so as to permit timely production. Columbus Airport is approximately 75 miles from performance site; driving time is approximately one and one half hours. Plan for flight to arrive no less than four (4) hours before performance time.

BREACH OF CONTRACT:
1. This contract and any proceedings conducted hereunder shall be governed and enforced by the laws of the State of Ohio.

2. This contract, and the terms and conditions contained herein, may be enforced by Ohio University and by each performer who is a party to this contract or who has, in fact, performed the engagement contracted for (herein called "Participating Artist"), and by the agent(s) of each participating artist.
3. Disputes regarding the terms of the Agreement or claims arising out of its execution or performance may be in any Ohio court with competent jurisdiction.

CANCELLATIONS:
1. Either party may cancel this agreement without obligation to the other if cancellation notice is received in written form at least 30 days before appearance date.

2. The Artist agrees to furnish payment to Ohio University for actual appearance preparation costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after billing.

3. If, due to illness, accident or other causes legally known as Acts of God, the Artist or Purchaser is forced to cancel a contract, neither party, nor any representative shall be liable for any payment.

DISPUTES
1. In the event any on-site dispute shall develop between the Artist and Purchaser, action to resolve the same shall be delayed if the Artist requests, until a representative of the local musicians union has been advised of same and has been given an opportunity to participate in the resolution thereof. However, in no event shall such procedures be deemed to excuse the Artist delay in timely performance of more than 15 minutes.

INSURANCE:
1. Ohio University carries liability protection for all of its employees. All other individuals and organizations must provide their own liability coverage.

2. Damages to the premises, equipment or properties of Ohio University caused by the Artist or Artist's staff, either intentionally or through negligence, will be paid for by the Artist or may be deducted from the fee.

3. Ohio University assumes no responsibility for equipment, costumes, etc., utilized by the Artist, except in such instances where Ohio University agrees, in writing, to accept custody of same and then only to the extent that loss or injury is occasioned by Ohio University's negligence or intentional acts.

OTHER:
1. No performance of the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, unless there is a specific written agreement with the Artist relating to and permitting such recording, reproduction, or transmission. The university will make reasonable effort to prevent individuals from doing so.

2. The performing Artist or company's rider will be followed exactly by Ohio University unless otherwise indicated on the face of the rider when contracts are returned to the Artist. Failure to provide an up-to-date rider or complete information on technical requirements of equipment prior to the concert or show will result in the Artist paying any additional expenses for equipment or resetting of equipment necessary.

3. The Artist certifies that all equipment requested in this agreement for usage at said performance will be utilized at said performance. Any equipment not used by the Artist shall be paid for by the Artist and any such costs will be deducted from the agreed upon fee prior to payment by Ohio University.

4. It is agreed that the performance is open to the public and that the Artist agrees not to give a performance within a one hundred fifty (150) mile radius of Ohio University four (4) weeks before/after appearing at Ohio University without the approval of Ohio University.
5. Ohio University reserves the right to all stage announcements made at the engagement. Ohio University may additionally take whatever steps it deems necessary to protect the health, safety, and welfare of the persons attending the performance covered by this agreement.

6. Ohio University will not use any of its funds to purchase any form of alcoholic beverages. Sponsoring members and/or Ohio University staff are not obligated to obtain alcoholic beverages for the Artist regardless of source of funds. University policy does not permit alcohol and smoking on university property.

7. Sale of souvenir items or programs by the Artist shall only be permitted upon specific written agreement with Purchaser 21 days prior to the date of engagement, and then subject to the terms thereof. Ohio University requires vendor to pay house 20% of all sales.

8. The Artist is solely responsible for payment of royalty fees or dramatic rights and dramatic musical works and/or performance fees, fee required by unions and similar organization, and similar costs. The Artist shall indemnify Ohio University against any liability or damages, including attorney fees, which may arise as a result of violation by the Artist of copyright laws.

For Artist ___________________________ Date ___________________________

For Ohio University ___________________________ Date ___________________________

Advisor or Director of the Campus Involvement Center