UNIVERSITY OF NOTRE DAME
STANDARD FORM ENTERTAINMENT CONTRACT

Name of Artist(s): _____

Agent/Company (if any): _____

Address: _____ Telephone: _____

_____ Email: _____

Date of Agreement: _____

Date of Performance: _____ Time of Performance (EST): _____

Artist(s) Shall Arrive Before (EST): _____

Type of Performance(s): _____

Location of Performance(s) ("Venue"): _____

Purchaser: UNIVERSITY OF NOTRE DAME
NOTRE DAME, INDIANA 46556

Notre Dame Contact Person: _____ Email: _____

Club/Organization/Hall: _____ Telephone: _____

Agreed Price for Performance(s): **Flat Guarantee of** _____
Note: The Agreed Price for Performance represents the total sum to be paid to Artist hereunder; no additional amounts will be paid by Purchaser to Artist for air travel, ground transport, meals, lodging, backline, or any other expenses incurred by Artist. ***Prior to the date of performance, Artist must provide a completed I9 form (individual) or W9 form (business) along with this signed Agreement, in order for payment to be processed by the University.***

University Check Made Payable to: _____

IN WITNESS WHEREOF, the undersigned have set their respective hands on the Date of Agreement recited above.

UNIVERSITY OF NOTRE DAME:

By _____
M. Brian Coughlin
Associate Vice President for Student Development
Date: _____

ARTIST:

By _____
Agent (or Authorized Signature)
Date: _____

This Contract is subject to all terms and provisions in the attached University of Notre Dame Entertainment Contract Rider.

UNIVERSITY OF NOTRE DAME ENTERTAINMENT CONTRACT RIDER

The terms and provisions of this University of Notre Dame Entertainment Contract Rider ("the Rider") are incorporated by reference into the attached University of Notre Dame Standard Form Entertainment Contract, dated _____ ("the Contract"), between the University of Notre Dame du Lac ("Purchaser"), and _____ _____ ("Artist").

1. The parties to this Rider and the Contract intend the relationship between them to be one of an independent contractor and customer. Artist is an independent entity not affiliated with, in partnership with, in a joint venture with or employed by Purchaser. The Contract and this Rider shall not be construed as a joint venture or partnership and the relationship between Purchaser and Artist is not intended as such. Artist and Artist's employees, agents, servants, representatives or contractors are not and shall not be deemed to be, an employee, agent, servant, representative or contractor of Purchaser. The manner, means and methods of providing the services contemplated in the Contract and the Rider are to be under the sole direction and control of Artist, with the exception of Artist's departure and arrival times and the minimum or maximum length of performance. Artist is engaged on a non-exclusive basis and may be retained by other parties for performances provided, however, that Artist shall not agree to any performances that conflict with Artist's obligations arising under the Contract and this Rider. None of the benefits provided by an employer to its employees, including but not limited to any wages or compensation, health insurance, workers' compensation insurance, unemployment insurance or any other benefits available to employees of Purchaser shall be available from or through Purchaser to Artist or the employees, agents, servants, representatives or contractors of Artist at any time. Artist represents and warrants that it has in place and will maintain in effect throughout the contract term insurance in an amount sufficient to cover Artist and its employees, agents, servants, contractors and representatives who are performing Artist's obligations arising out of the Contract and this Rider, including but not limited to sufficient coverage for work-related injuries sustained by Artist's employees, employers' liability coverage, auto liability coverage and general liability coverage.

2. Artist shall remain liable for its acts and the acts of its agents, servants, employees, representatives and contractors during the performance of any of Artist's obligations arising under the Contract and this Rider and during any travel to and/or from the University. Artist hereby undertakes and agrees to indemnify, defend and hold harmless Purchaser and its affiliates, successors, assigns, employees, agents, servants, contractors, representatives, officers and trustees (collectively "Indemnified Parties"), in their individual and official capacities, from any and all losses, claims, demands, expenses, damages (including loss of use), judgments, costs (including attorneys' fees), actions and causes of action arising out of the negligence or intentional acts or omissions of Artist or its employees, servants, agents, contractors or representatives, and shall defend any suit or action brought against any Indemnified Party based on any such alleged injury (including death) or damage and shall pay all damages and claims resulting therefrom.

3. Artist agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations, whether existing or in the future, in performing its obligations arising out of the Contract and this Rider. Artist agrees to deduct, pay and remain solely responsible for any necessary workman's compensation insurance premiums, income taxes, required withholdings, unemployment insurance premiums, agent's fees or commissions, or union dues arising out of the performance of Artist's obligations arising under the Contract and/or this Rider, and Artist will hold Purchaser harmless against any such expenses, fees, commissions and/or alleged violation(s) of any local ordinances, codes, statutes and/or regulations, as well as against any claim(s) by any Union(s) and/or Agent(s) for benefits, fees, commissions, dues or other payments arising out of or resulting from the performance contemplated herein.

4. Artist represents and warrants that in performing its obligations under the Contract and this Rider it is not and will not be infringing upon any property right, patent right or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Artist (or anyone in conjunction with the ownership or presentation of the performance by Artist) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Artist will indemnify, defend and hold harmless Purchaser against and from any and all loss, claim, damage, cost, attorneys' fees or other loss whatsoever.

5. The Contract and this Rider shall be governed by the laws of the state of Indiana. Any dispute between Artist and Purchaser concerning the validity, construction and/or effect of the Contract and/or this Rider shall be resolved by the Superior Court of St. Joseph County, Indiana. By executing this Rider, Artist hereby submits to the jurisdiction and venue of said court and knowingly and voluntarily waives the right to later challenge the same in any forum.

6. Unless otherwise agreed by the parties in writing, Artist shall, subject to Paragraph 7 below, provide all necessary equipment for the performance at Artist's sole expense. Subject to Paragraph 7 herein, Purchaser is not responsible for any equipment unless otherwise specifically provided for in this Agreement. Artist shall be prepared to begin the performance precisely at the date and time set forth on the attached Contract. Any required setup shall be completed by Artist in advance of said date and time.

7. Artist agrees to use the Venue's in-house sound and light systems to be operated by Purchaser approved technicians. Purchaser to advance the event no less than two (2) weeks prior to the performance, per the Venue's sound and light specifications as set forth in the Technical Information sheet attached hereto as Exhibit A and incorporated herein by reference as though fully set forth.

8. Artist and Artist's crew agree to vacate the designated green room within one hour after completion of performance. Artist and Artist's crew agree to vacate University property including parking lots within one and one-half hour after the completion of the performance. Artist is prohibited from loitering in the performance area of the Venue thirty minutes before doors open or after the performance without prior permission from Event Coordinator.

9. The performance is a closed University event, open only to members of the Notre Dame community. Any promotion by the Artist must list the show as a "private date", including tour schedule, websites, social media, etc. Artist may submit a guest list with a maximum of ten (10) people. All guests must be over 18 years old, remain in the performance room only, and may only enter the performance Venue when doors open. Guest list must be submitted to Event Contact forty-eight hours prior to the start of the event. All material in the Artist's performance must be acceptable for an all-ages show.

10. Artist shall be responsible for all payments to any support talent, including an opening act, the Artist provides. If support talent is included by the Artist, the support talent must utilize the University of Notre Dame Standard Form Entertainment Contract without change or revision; all Support talent added must be approved by the Purchaser prior to the issuance of such a contract. Additionally, the Purchaser reserves the right to contract, in its discretion, an additional act(s) for the performance, without approval from the Artist.

11. If an Act of God, including inclement weather, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-sight mechanical difficulties (e.g., a power failure), changes to Purchaser's campus policies related to the COVID-19 pandemic, or other legitimate causes beyond the control of the parties should render the performance contemplated by the Contract and this Rider impossible, the parties shall not be liable to one another for any damages they sustain. In such an event, the parties shall attempt to reschedule the performance for another mutually convenient date and time. If

rescheduling is not possible, then the Contract and this Rider shall become null and void upon either party's written notification to the other at its last known address. In such an event, neither party shall have any other or further obligation to the other arising out of the Contract and/or this Rider; provided, however, that in the event any amount was prepaid by Purchaser such shall be promptly refunded by Artist.

12. If the performance is canceled or a change of date is required by the Artist for any reason other than those set forth in Paragraph 11 above, then the Artist agrees to reimburse Purchaser for its bona fide out-of-pocket expenses.

13. In accordance with Purchaser's policy, no deposits or advance payments shall be made or required prior to the performance contemplated hereunder. **Prior to the date of performance, Artist must provide a completed I9 form (individual) or W9 form (business) along with this signed Agreement, in order for payment to be processed by the Purchaser.** Payment will be made by University check, payable as provided in the Contract, within 30 days following the performance.

14. Artist grants to Purchaser, during the event and while Artist is on Purchaser's premises for the event, permission to photograph, or otherwise capture permanently, and use for non-commercial purposes, Artist's image, likeness, words, verbal expressions or other depiction (collectively "Images"). Artist irrevocably grants permission for the Purchaser to capture such Images and fully and forever discharges and releases the University from any claim for damages of any kind arising out of the use or publication of the Images by the University in accordance with this Paragraph. Further, Artist waives any claim for any kind of compensation for the University's use or publication of the Images in accordance with this Paragraph.

15. The Artist agrees that there shall be no promotion, inciting or encouragement of negative crowd behavior (including without limitation body surfing or moshing) by Artist, its artists, band members, crew, agents, employees or anyone else accompanying Artist (collectively the "Artist Personnel"). If any actions by Artist Personnel are in conflict with any policies, rules or regulations of Purchaser while Artist is on Purchaser's property, and Artist Personnel fail or refuse to correct the same upon verbal notification by Purchaser, then Purchaser shall have the right to immediately terminate the performance and cancel the Contract and this Rider with no liability whatsoever. Artist Personnel shall not be under the influence of any intoxicating beverages, narcotics or drugs at any time while on Purchaser's property. Additionally, Artist understands and agrees that no firearms, weapons, body armor, intoxicating beverages, narcotics or drugs may be brought onto Purchaser's property. Any violation of this provision will result in immediate termination of the Contract and this Rider by Purchaser with no liability whatsoever.

16. Artist understands and agrees the Purchaser reserves the right, through and including the day of the performance, prior to the start of Artist's performance at the event, to immediately terminate, without liability, this Rider and associated Contract, should Purchaser determine, for any reason in Purchaser's sole discretion, that Artist's performing at the event may be detrimental to Purchaser (or its agents, employees, students or guests) in Purchaser's sole discretion.

17. The Contract and this Rider represent the entire agreement between the parties hereto and supersede all prior negotiations and/or agreements between the parties. Any additions, deletions or revisions to the Contract and/or this Rider must be in writing and initialed by both parties in order to be valid.

18. Any damage to Purchaser's property or any rented equipment which results from the acts or omissions of Artist and/or its employees, agents, servants, representatives or contractors shall be the responsibility of Artist and payment for any such damage shall be made by Artist within thirty (30) days of written notification of the damage by Purchaser.

19. In the event of any conflict, inconsistency or incongruity between the terms of the Contract and this Rider, or between this Rider and any other Contract or Rider concerning the subject matter hereof, the terms and provisions of this Rider shall in all respects govern and control.

20. In signing the Contract and this Rider, the undersigned parties hereby represent and warrant that they are duly authorized representatives of the person or entity for which they sign and legally entitled to enter binding contracts on its behalf; that they have read this entire document; that they understand the terms and provisions of this document; that they know this document will affect their legal rights and/or those of the person or entity they represent; and that they have signed this document knowingly and voluntarily. Contracts signed by a student or individual without appropriate signature authority from the University are voidable at the sole discretion of the University.

21. Since the essence of the Contract and this Rider concern the specific individuals and the unique personalities and talents of Artist, Purchaser will only pay the fee specified in the Contract if the Artist performing is, in fact, the specific Artist agreed upon. If in the case of a group, the entire group does not perform, or if the Artist is not the Artist specified in the Contract, payment of the fee shall not be required unless Artist has notified Purchaser of the change in advance of the performance and Purchaser has agreed, in writing, to allow the group to perform with less than the entire group or with performers other than those contemplated when the Contract was executed.

22. All of the terms and provisions of this Rider and the Contract shall be enforceable irrespective of whether the Artist is being compensated or is performing free of charge, such as in the case of a benefit performance.

23. Artist shall have the right to sell and distribute merchandise containing the name, voice, likeness and logo of Artist and any member thereof (collectively "Artist's Merchandise") at a location designated by Purchaser within the venue. Artist is solely responsible for selling and distributing Artist's Merchandise.

24. Artist and all of Artist's employees, agents, servants, contractors, representatives, and guests who will be present on Purchaser's property agree to follow all of Purchaser's then-existing campus policies regarding the COVID-19 pandemic.

25. **ADDITIONAL PROVISIONS: (Must be initialed here by each party)**

_____

_____

_____

_____

IN WITNESS WHEREOF, the undersigned parties have set their respective hands on the Date of Agreement recited in the attached Contract.

UNIVERSITY OF NOTRE DAME DU LAC:

By: _____
M. Brian Coughlin
Associate Vice President for Student Development

Date: _____

ARTIST

By: _____
AGENT (or Authorized Signature)

Date: _____