

Syracuse University
House Rider

Purchaser: SYRACUSE UNIVERSITY
Artist: LYNN CONWAY
Terms: \$2,000 and travel expenses
Engagement: Tuesday, March 26, 2019

1. Purchaser agrees to pay the Artist as consideration for the Artist's services the amounts set forth under "Terms" above. Payment shall be made in the form of a Syracuse University check immediately following performance, provided signed agreement is returned in acceptable form at least fifteen (15) business days prior to engagement. Otherwise, check will be mailed following the event to the appropriate address within fifteen (15) business days. If applicable, any and all city, state and federal amusement taxes shall be paid by the Purchaser.
2. Each party shall, to the fullest extent permitted by law defend, indemnify and hold each other, as well as their respective agents, representatives, principals, employees, trustees, officers and directors, harmless from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, judgments, and claims by or on behalf of any person, firm, corporation, entity or governmental authority if caused by the negligent or intentional act or omission of the indemnifying party, its agents, representatives, principals, employees, trustees, officers or directors.
 - lc ✕ Artist shall procure and maintain, at their own expense, Commercial General Liability Insurance written on an occurrence basis with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate to cover their responsibility referred to in Paragraph 2 above.
 - lc ✕ The liability policy shall name Syracuse University as an additional insured with respect to the event. Coverage shall be on a primary and non-contributory basis ahead of any other insurance carried by the University.
 - lc ✕ The Artist shall file with the University, certificates evidencing the required insurance that names Syracuse University as an additional insured and indicates the insurance is primary and non-contributory with respect to the event.
4. For safety reasons, Purchaser's management maintains control of production, including doors and lights, at all times.
 - a. Purchaser maintains control of the venue and any surrounding University owned buildings or property. Artist will not be allowed free access to any of these facilities except for the direct performance space, any production offices, and hospitality or green rooms set forth in this contract or attached addendums.
5. All elements of production for this event must be approved through the Purchaser. This includes, but is not limited to, the use of the stage, power limitations of the venue, special effects, load-in schedules, and placement of equipment.
 - a. Any Purchaser owned or rented equipment damaged or lost by Artist negligence will result in a renegotiated payment.
 - b. Only Purchaser provided or approved credentials will be recognized for the entirety of the engagement.

6. Artist agrees that no member of the performing group or its entourage will encourage, incite, or participate in any form of stage diving, moshing, slam dancing, or other forms of high-risk behaviors. Alcohol and other controlled substances are not permitted on stage and will not be provided as part of the artist's hospitality request. All Purchaser venues and those venues that are being expressly rented or reserved by Purchaser are, and should be considered at all times, smoke-free buildings.
 - a. Artist hereby agrees that under no circumstance will members of the audience be invited, encouraged, or otherwise permitted to join the Artist backstage, in hospitality rooms, on stage or otherwise to participate in the presentation or preparation of the Artist's show.
7. Artist is responsible for managing behaviors of Artist's entourage and guests backstage and elsewhere in and around the venue. Artist must provide designated list of on stage performers by name prior to performance. All others are not allowed on stage.
8. In the event that the Purchaser is providing accommodations as per the terms of this contract, the Artist will be held responsible for any damages that might be incurred due to the Artist or Artist's guests. This includes providing credit information to the hotel for security deposit purposes.
9. Purchaser will not provide any added service or item not expressly outlined in this House Rider or any documents attached hereto.
10. Purchaser employs experienced, trained T-shirt personnel for event work. These personnel are supervised by and report to Purchaser's Department of Public Safety. The on-site supervisor will meet with artist's management to coordinate house rules for the event if necessary.
11. Merchandise may be sold during this event, with 100% Artist and 0% to Purchaser/Venue. Purchaser will provide a table and space in accordance with their policies and limitations. No merchandising price match or limit for any other artists based on billing shall be granted.
12. Artist may not perform a publically advertised show within 60 miles of Syracuse, NY for 30 days prior or 30 days after the engagement date without written consent of Purchaser.
13. Late arrival of Artist for load in will cause a reduced or cancelled sound/line check. The day of show schedule may not be held or modified due to Artist's absence or tardiness. The Artist will be expected to comply with departure times to and from the dressing room(s) which shall be established by the Purchaser. If the day of show schedule is delayed or interrupted in any way by the Artist failing to follow the directions of the Purchaser, except where the delay is beyond the control of the Artist, the performance fee will be reduced by 10% and delivered by mail within fifteen (15) days.
14. Failure on the part of the Artist to appear for their scheduled performance time which causes a reduced or cancelled set will be remedied by a renegotiated performance fee.
15. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New York, without regard to principles of conflicts of law. Jurisdiction of any litigation with respect to this Agreement shall be in New York, with venue in a state or federal court of competent jurisdiction in Onondaga County. Should conflicts arise between the performer's agreement and this Agreement, then the provisions of this Agreement shall supersede all other agreements and attachments.
16. Purchaser reserves the right to document performance through picture and video recording for internal University publicity and advertising uses.
17. Purchaser's box office will be used exclusively for all ticketed events. No presale through non University or University related distribution is allowed.

18. Purchaser reserves the right to add any other acts on support, which are to be determined at Purchaser's sole discretion.

PURCHASER: SYRACUSE UNIVERSITY

By: _____

Date: _____

Purchaser's Representative:

ARTIST: ARTIST NAME

By: Lynn Conway

Date: Jan. 16, 2019

Artist or Artist's Representative:

Name: _____