



UNIVERSITY OF NOTRE DAME

STUDENT ACTIVITIES OFFICE

315 LaFortune Student Center
Notre Dame, Indiana
46556 USA

tel (574) 631-7308
fax (574) 631-8139
email saos@nd.edu
web nd.edu/~saos

UNIVERSITY OF NOTRE DAME
STANDARD FORM ENTERTAINMENT CONTRACT

Name of Artist(s): The Jack Jacks

Agent/Company (if any): Middle Man, Inc

Address: 1234 Oak Street Telephone: 333-333-3333
Beverly Hills, CA 90210 Fax: 333-111-1111

Date of Agreement: January 5, 2011

Date of Performance: February 14, 2011 Time of Performance (ET): 9-10pm

Outline specifically the type of performance and the start and end time.

Artist(s) Shall Arrive Before (ET): 6pm

Type of Performance(s): one (1) 60 minute musical performance

Location of Performance(s): Stepan Center

Purchaser: UNIVERSITY OF NOTRE DAME
NOTRE DAME, INDIANA 46556

Notre Dame Contact Person: Billy Smith

Club/Organization/Hall: Rock Out Club Telephone: 574-888-8888

Agreed Price for Performance(s): \$500

The agreed price for performance should be a flat fee. If the Artist would like for your group to pay for travel, include this is the flat fee, i.e. "fee is inclusive of airfare, hotel, etc" instead of reimbursing costs.

University Check Made Payable to: Jack Smith

Federal ID # or Social Security Number of Check Recipient: 987-65-4321

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 Affairs - Student Development

ARTIST:
By Artist should sign here
AGENT (or Authorized Signature)

Date

Date January 5, 2010

This agreement 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 this reference into the attached University of Notre Dame Standard Form Entertainment Contract, dated January 5, 2011 ("the Contract"), between the University of Notre Dame du Lac ("Purchaser") and Jack Smith ("Artist").

- 1 The parties to this Rider and the Contract intend the relationship between them to be one of an independent contractor and customer. No employee, agent, servant, representative or contractor of Artist shall be, or shall 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. None of the benefits provided by an employer to its employees, including but not limited to any wages or compensation, workers' compensation insurance or unemployment insurance 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 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, 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 them, or any of them, 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 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 provide all necessary equipment for the performance at Artist's sole expense. 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 If an Act of God, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-sight mechanical difficulties (e.g., a power failure) 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.
- 8 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 7 above, then the Artist agrees to reimburse Purchaser for its bona fide out-of-pocket expenses.
- 9 In accordance with Purchaser's policy, no deposits or advance payments shall be made or required prior to the performance contemplated hereunder. Payment will be made by University check, payable as provided in the Contract, immediately following the performance.
- 10 If any actions by Artist or Artist's employees, agents, servants, or representatives are in conflict with any policies, rules or regulations of Purchaser while Artist is on Purchaser's property, and Artist or its employees, agents, servants or representatives 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(s) and Artist's employees, agents, servants and representatives shall not be under the influence of any intoxicating beverages, narcotics or drugs at any time while on 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.
- 11 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.
- 12 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.
- 13 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.

14 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.

15 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.

16 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.

17 ADDITIONAL PROVISIONS: (Must be initialed here by each party)

1. Purchaser will provide 2 microphones and 2 tables.

Artist would initial here

If there is an additional Artist Rider, speak with SAO on how to incorporate it into the contract.

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:

ARTIST:

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

By _____
AGENT (or Authorized Signature)

Date _____

Date _____

Include any additional provisions here. THE ARTIST SHOULD INITIAL NEXT TO EACH PROVISION, or create a bracket around all of the provisions, and the Artist only needs to initial once.