

**Willamette University – Office of Student Activities
Performance and Related Activities Rider**

Today's Date: _____

This rider becomes part of the contract dated _____ between Willamette University and _____
(hereinafter referred to as performer).

- The laws of the State of Oregon apply in the execution, interpretation, and enforcement of this agreement.
- University policy prohibits deposits or advance payment in connection with this agreement.
- The performer(s) agrees that he/she will not be under the influence of any alcohol or illegal drugs while on campus.
- If this contract is cancelled by the performer anytime after 30 days prior to the scheduled performance, the performer will reimburse Willamette University for all production, advertising, promotion, and labor costs incurred to the date of cancellation.
- In any event that the performance of any aspect(s) of this contract shall be prevented by any act of God, physical disability, acts or regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, war, epidemic, interruption of transportation, or any other proven cause beyond control, the performer and Willamette University shall respectively be relieved of their obligations stated in this contract.
- The performer agrees as part of this contract that he/she will comply with all applicable laws regarding discrimination on the basis of race, creed, color, sex, handicap, and sexual orientation.
- All parties who sign this contract rider have no conflict of interest in this contract.
- Willamette University shall indemnify, protect, and hold performer, the individual members of performer's managers, accountants, attorneys, agents and their respective contractors, employees, licensee, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expenses whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the Performance. Performer, performer's managers, accountants, attorneys, agents and their respective contractors, employees, licensee, and designees (collectively, the "Indemnified Parties") shall indemnify, protect, and hold Willamette University, its directors, officers, employees, students, agents and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expenses whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the Performance.
- It is further agreed and understood by Willamette University and the performer that the performer shall carry worker's compensation and \$2 million general liability insurance to cover any and all liabilities which may occur during his/her stay or performance. The performer further agrees to add Willamette University as additionally insured on general liability to the insurance policy. A certification of this insurance must be presented to an official representative of Willamette University before the performance begins.
- Any deviation from the conditions stated below and set forth in this rider and contract without prior written consent of both parties constitutes a breach of contract. If a breach occurs, damages as stated in the rider will apply or payment will be held pending an equitable adjustment between the performer and Willamette University.
- Performance conditions:

Office of Student Activities Designee Signature

Performer's or Authorized Agent's Signature

Date

Date