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

Today’s Date: _______ This rider serves as an addendum to 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 rider agreement. Any legal claim brought pursuant to this Agreement shall be filed in a court having jurisdiction over Marion County, Oregon.

- University policy prohibits deposits or advance payment in connection with this rider agreement or the contract.

- Performer(s) agrees that he/she will neither be in possession nor be under the influence of any alcohol or illegal drugs while on campus.

- If this agreement is cancelled by Performer anytime after 30 days prior to the scheduled performance, 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 agreement 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, Performer and Willamette University shall respectively be relieved of their obligations stated in this agreement or any associated contract.

- Performer agrees as part of this agreement, to 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 or rider agreement have no conflict of interest related to the performance or agreement execution.

- Performer or Service Provider agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 and Title VI as implemented by 45 CFR 80 and 84 which states in part, “No qualified persons shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

- **Indemnification.** Each party, including its officers, directors, students, licensees, managers, and employees (“Indemnor”) shall indemnify, defend and hold harmless for, from and against the other, its officers, directors, students, licensees, managers and employees, (“Indemnitee”) for, from and against all costs, claims, losses, liabilities, penalties, fines, citations, expenses, forfeitures or other damages, including but not limited to settlements, defense costs, judgments, court costs, expert(s) fees and reasonable fees of attorneys, incident to, and which it may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of Applicable Law, to the extent that such damage was caused by, in whole or in part, incident to or arose out of this Agreement, the Performer, and the Indemnor’s: (i) breach of this Agreement; or (ii) negligent or willful act(s) or omission(s); or (iii) violation of governmental law, regulation, order or rule or (iv) any employment, worker’s compensation or other related claim by Indemnor’s employees, agents or subcontractors. Nothing in this section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all Applicable Law.

- **Insurance.** It is further agreed and understood by Willamette University and Performer, that 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. Performer further agrees to add Willamette University as a named additionally insured on their general liability insurance policy. A certification of this must be presented to an official representative of Willamette University before the performance begins.

- **Worker’s Compensation:** Performer or service provider shall carry worker’s compensation if required by Oregon law, ORS 656.001

- Any deviation from the conditions stated below and those set forth in this rider agreement and the contract, without prior written consent of both parties, constitutes a breach of contract. If a breach occurs, damages as stated in the rider and contract 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

Updated 11/20/2015