

Addendum for Gustavus Adolphus College Standard Agreements

Gustavus Adolphus College will be referred to as “PRESENTOR” hereafter.

This addendum is an essential part of the attached contract. The parties to said contract agree that the following shall be considered as part of the terms of such agreement.

- 1. CONTRACT RETURN.** Gustavus Adolphus College has signed the contract to which this is an addendum prior to signature by the performing ARTIST(S). The action of Gustavus Adolphus College in returning said contract constitutes an offer to enter into an agreement on the terms herein contained, but unless said agreement is signed by the performing ARTIST(S) and returned to the College on or before the **30 day of December, 2013**, this offer shall automatically be withdrawn, without further notice, and this contract shall be completely null and void.
- 2. TECHNICAL REQUIREMENTS.** ARTIST(S) must provide PRESENTOR with the full technical requirements in writing at least fourteen (14) calendar days in advance of the performance. Any additional costs incurred by PRESENTOR as a result of changes required by the ARTIST(S) from the technical requirements previously agreed to by the PRESENTOR shall be reimbursed by the ARTIST(S).
- 3. TECHNICAL CONSTRUCTION.** In order for the load-in, set-up, and load-out to be as efficient as possible, ARTIST should send a technical specification sheet. Any further questions should be referred to the Campus Activities Office, Gustavus Adolphus College. Telephone: (507) 933-7598.
- 4. AUDITORIUM AND LABOR.** The PRESENTOR will not provide costume mistresses, pressers, and other labor normally paid for by the ARTIST(S). At least ten (10) days before the performance date, the ARTIST(S) must notify the Campus Activities Office of the personnel required for rehearsal and for the performance, and state the expected time of arrival of the ARTIST(S). Failure to notify the Campus Activities Office of arrival time and crew requirements shall cause PRESENTOR to determine crew requirements and have crew report one (1) hour prior to performance time.
- 5. ALCOHOL POLICY.** In accordance with the Gustavus Adolphus College Alcohol Policy, ARTIST(S) and retinue covenant not to consume alcoholic beverages or illegal substances on campus.

NO SMOKING POLICY. It is further agreed that none of the aforesaid shall smoke in College buildings.

It is an express condition of this contract that if any of the foregoing policies are violated by the musicians, performers, or anyone connected with the act, that up to 100% of fees due for the performance shall be forfeited as liquidated damage for the violation of these policies.

6. **SOUND CONTROL.** PRESENTOR shall have precedence in selecting the appropriate volume for Gustavus Adolphus College facilities.

7. **PAYMENT OF FEES.**

- a. All persons traveling or performing with _____ are to be the ARTIST'S (ARTISTS') agents and, if paid, are to be paid by the ARTIST(S) and not Gustavus Adolphus College.
- b. The contract fee agreed upon is an all-inclusive fee, and no additional fees or charges will be paid. All transportation costs will be paid by the ARTIST(S).
- c. Artists/Speakers may be subject to 2 percent nonresident entertainer tax on gross compensation.
- d. All contracts require completion of a federal W-9 form.
- e. Gustavus Adolphus College will not make deposit payment, and will pay the full price agreed upon at the conclusion of the program. Payment will be by check issued from the Gustavus Adolphus College Business Office.
- f. In the event that the performance or any of the covenants of the agreement on the part of ARTIST(S) or PRESENTOR shall be prevented by an Act of God, physical disability, the acts of public authorities or labor unions, labor difficulties, strike, civil tumult, war, epidemic, or any cause beyond their or its reasonable control, ARTIST(S) and PRESENTOR shall be respectively relieved of their obligation hereunder with respect to the performance(s) so prevented and ARTIST(S) shall be under no obligation to present performance(s) at any other time.
- g. If the ARTIST(S) is late for the performance (time stated in the contract) for any reason other than an Act of God, a settlement in fee will be negotiated prior to the ARTIST(S) performing. (Usually 10% of the fee will be deducted.)
- h. If the ARTIST(S) cancels the concert or performance for any reason other than an Act of God, all bona fide out of pocket expenses caused Gustavus Adolphus College will be paid immediately by the ARTIST(S) upon presentation of a certified statement of such expenses to the ARTIST(S) or ARTIST'S (ARTISTS') agent.

8. **LIABILITY.** This contract is between _____ and Gustavus Adolphus College. The person signing for the College assumes no personal liability for payment of said fee.

AGREED TO AND ACCEPTED:

FOR: GUSTAVUS ADOLPHUS COLLEGE

BY: _____

Kenneth Westphal

Vice President for Finance and Administration

DATE: _____

Print (ARTIST): _____

Signature: _____

ADDRESS: _____

SSN OR FEID #: _____

PHONE: _____

DATE: _____