

**INDIANA STATE UNIVERSITY
STANDARD ADDENDUM
ENTERTAINMENT CONTRACTS**

This addendum is an essential part of the attached contract dated _____
between INDIANA STATE UNIVERSITY BOARD OF TRUSTEES (“University”) and
_____ (“Artist”) through

_____ (“Agent”). The parties hereby agree that
the following shall be considered as part of such contract, and that the terms and
conditions set forth in this Addendum will control in cases where the terms of the
contract and the terms of this Addendum are in conflict. This Addendum and the
associated contract shall be referred to as the “Agreement”.

PRODUCTION: _____

PLACE OF PERFORMANCE: _____

DATE & TIME OF PERFORMANCE: _____

The University agrees to pay as full compensation for the performance(s) a total of
_____ by University check to:

Federal ID # _____

1. This Agreement and any compensation payable under the terms hereof cannot be assigned or transferred without the mutual written consent of the Artist and the University.
2. This Agreement contains the complete understanding of the parties.
3. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Indiana.
4. No payment under this Agreement shall be made until services have been rendered and/or materials received, except where deposit is required by contractual agreement. Neither the Artist nor the Agent will be paid in full until after the performance.

5. In the event that either the University or the Artist is unable to fulfill its obligations due to damage or destruction of the venue by fire, verified disability of the Artist, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, or any unforeseen occurrence rendering the performance impossible, neither the Artist nor the University shall be held legally responsible for any damages arising from the cancellation of the performance(s) to which this Agreement relates. Cancellations or changes of date for reasons other than those listed above shall render the Artist liable for any expenses incurred by the University in connection with this event.
6. The Artist agrees to provide a Federal Employee Identification Number or Social Security Number, as the case may be, and a telephone number in the space provided in the signature block.
7. Artist will provide University with information detailing stage needs at least five (5) weeks prior to performance. Such needs will include, but not be limited to: the minimum playing area desired; lighting equipment; sound equipment; size of cast by gender; and stage crew requirements.
8. Artist agrees to notify University of the expected time of arrival of materials and crews. In the event of the late arrival of materials and/or crews, Artist shall reimburse University for its actual out-of-pocket expense for local labor and other expenses incurred on account of such delay.
9. It is understood the house will open to the public thirty (30) minutes before the performance time agreed in the Agreement.
10. Local transportation, housing, and meals, etc., to be arranged and paid for by Artist or Artist's representative.
11. Artist agrees not to sell items such as souvenir programs, books, photographs, or records on the premises of the place of performance without prior approval.
12. Notwithstanding Paragraphs 13 and 16 of this Addendum, Artist is responsible to insure against his/her/its liabilities, and University is responsible to provide insurance coverage for its own liabilities. Artist shall provide proof of such insurance in the form of a certificate of insurance naming Indiana State University and Indiana State University Board of Trustees as additional insured to the University before performing under this Agreement.
13. It is understood that any clause of this Agreement referring to Artist's union regulations are not binding upon University. Artist hereby agrees to indemnify and hold University harmless with regard to the same.

14. University reserves the right to approve all sound equipment supplied by Artist. University will be held responsible for placement of all sound equipment supplied by Artist. It is further agreed that all audio levels will be set in consultation with University representatives.
15. The cost of supplying stage personnel for any rehearsal, other than a standard cue-to-cue rehearsal not to exceed two hours, will be the responsibility of Artist.
16. Artist shall indemnify and save harmless University, its officers, agents, and employees from and against any and all damage to property or injuries to or death of any person or persons, including property of University and shall defend, indemnify, and save harmless University, its officers, agents, and employees from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any and all nature whatsoever in any way resulting from or arising out of, directly or indirectly, Artist's use of occupancy of the premises, or any part thereof, including acts of commission or omission of employees, representatives or agents of Artist.

For Indiana State University Board of Trustees: For Artist:

If this Addendum is signed by Agent, then Agent expressly warrants that it is authorized by Artist to execute this Addendum on behalf of Artist, and they shall be jointly and severally responsible for any breaches of this Agreement.

AGENT: _____
 ADDRESS: _____
 NAME: _____
 TITLE: _____
 SIGNATURE: _____
 FEIN OR SSN: _____
 PHONE: _____

RETURN SIGNED ADDENDUM AND CONTRACT TO:

Indiana State University
 Terre Haute, IN 47809
 Phone:

Fax: