

## **Addendum for Gustavus Adolphus College Standard Agreements**

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

\_\_\_\_\_ will be referred to as “ARTIST” 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and returned to the College on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2023, this offer shall automatically be withdrawn, without further notice, and this contract shall be completely null and void.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.

**TOBACCO FREE CAMPUS.** Gustavus Adolphus College is a tobacco free college. Tobacco use is prohibited within all College grounds, College owned or leased properties, and in College owned, leased, or rented vehicles even when used outside campus grounds.

**It is an expressed 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.
- i. If COVID-19 causes the purchaser to close the campus, the performance is cancelled without monetary liability as long as the "Artist" is informed at least 48 hours before the scheduled performance time.

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.

9. **CERTIFICATE OF INSURANCE.**

At least 45 days prior to the ARTIST's beginning date, the ARTIST must supply the College with a Certificate of Insurance in form acceptable to the College. "Gustavus Adolphus College, its Officers, directors, employees, and agents" must be named as an "Additional Insured" on the policy. The certificate shall be an original or email copy is also acceptable.

The ARTIST(S) agrees to hold harmless the College and the College's Officers, directors, employees, and agents from and against all claims, liabilities, losses, damages, costs and expenses relating to any death or injury occurring in connection with the ARTIST(S)'s attendance at any or all of the conference or special event.

Limits established must be:

\$1 million Commercial General Liability per occurrence.

\$2 million Commercial General Liability per aggregate.

\$1 million Automobile Liability

\$500,000 Bodily Injury by Disease and Accident for Workers Compensation

Also: The ARTIST(S) must notify the College 30 days in advance of any changes or cancellation of insurance coverage.

NOTE: ARTISTS (S) unable to provide proper evidence of the required insurances can be directed to <https://securerespialeventinsurance.com/EIIA> to purchase a TULIP policy through the EIIA Special Events program.

**10. LOSS OR DAMAGE TO COLLEGE PROPERTY**

The ARTIST(S) is/are liable to the College for any loss, theft, damage or destruction of any property of the College caused by the ARTIST(S) group or guest. The College will issue a cost statement for the repair or replacement of the lost, stolen or damaged property.

**11. LOSS OR DAMAGE TO ARTIST(S) GROUP PROPERTY**

The College is not liable to the ARTIST(S) for any property that is lost, stolen, damaged or destroyed of the ARTIST(S) or guests.

**12. SUPERVISION**

The ARTIST(S) must provide adult supervision (21 years of age and older) of any minor ARTIST(S) guests (18 years of age and under).

**13. ACKNOWLEDGED**

At its discretion, Gustavus Adolphus College retains the right to host or decline to host, any conference, convention, or special event. Contracts are approved by the college on an annual basis upon the discretion of the CFO, Vice President for Finance and Treasurer.

The ARTIST(S) assumes the responsibility for the management, supervision and operation of the ARTISTS (S) special event pertaining to this document. College policies and procedures supersede all ARTIST(S) policies associated with the operation of the special event.

**AGREED TO AND ACCEPTED:**

**FOR: GUSTAVUS ADOLPHUS COLLEGE**

**Print (ARTIST):** \_\_\_\_\_

**BY:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Curtis J. Kowaleski

CFO, Vice President of Finance and Treasurer

Gustavus Adolphus College

**ADDRESS:** \_\_\_\_\_

**SSN OR FEID #:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_