

RIDER
TO A PERFORMANCE CONTRACT
BETWEEN

THE UNIVERSITY OF IOWA
AND

(hereinafter "PERFORMER")
FOR AN EVENT ON [DATE]
AT [place]

Additional Contract Provisions

1. This contract is considered cancelled without penalty in the event of illness or Act of God making it impossible for either the UNIVERSITY or PERFORMER to fulfill said obligations.
2. Use of facilities and any and all services performed pursuant to this contract or related to the EVENT shall comply with all applicable laws, rules, regulations, and lawful orders of public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. This includes, but is not limited to University of Iowa policies and procedures governing security, solicitation, pyrotechnics, alcoholic beverages, and use of facilities.
3. The UNIVERSITY shall be responsible for claims on account of personal injury or wrongful death resulting from the EVENT, caused by the negligent or wrongful acts or omissions of UNIVERSITY employees, to the extent permitted by Chapter 669 of the Code of Iowa and pursuant to the procedures thereunder.
4. The PERFORMER shall be responsible for claims on account of personal injury or wrongful death resulting from the EVENT, to the extent such damage or injury was caused by acts or omissions of PERFORMER or PERFORMER's officials, employees, agents, representatives, guests, or invitees, resulting from the EVENT, or caused by property or equipment owned or controlled by the PERFORMER. This includes but is not limited to situations where damage or injuries have arisen after the PERFORMER has encouraged unruly crowd activity, for example. PERFORMER further agrees to indemnify and hold harmless the State of Iowa; the University of Iowa; the Board of Regents, State of Iowa and their employees, agents, and representatives to the extent any and all such claims arise out of acts or omissions of PERFORMER or PERFORMER's officials, employees, agents, representatives, guests, or invitees.
5. PERFORMER agrees to notify the UNIVERSITY of any features of the EVENT that are potentially dangerous to the PERFORMER, UNIVERSITY personnel, or members of the audience, or features of the EVENT that may be in conflict with state or local laws, rules, or regulations. Notification must be made in writing no less than thirty (30) days prior to the performance.
6. This agreement shall be construed and enforced in accordance with the laws of the State of Iowa, which shall be the forum for any proceeding or suit in law or equity arising from or incidental to this agreement. This agreement is binding upon the parties hereto and their personal representatives and is not assignable by either party.
7. Deposit payments to PERFORMER prior to performance are contingent upon full performance. If the EVENT is canceled, PERFORMER may be liable to UNIVERSITY for all prior payments depending upon the

circumstances of the cancellation. If the EVENT was canceled as a result of circumstances beyond the control of the UNIVERSITY, all prior payments to PERFORMER become due to UNIVERSITY immediately upon cancellation.

8. _____

THE UNIVERSITY OF IOWA

SPEAKER

BY _____

BY _____

Andrew M. Ives, Jr.
University Business Manager
Room 4 Jessup Hall, Iowa City

OR

Thomas R. Baker
Associate Dean of Students
Room 249, Iowa Memorial Union

[amended by trb 7/01]