

BROWN STUDENT ACTIVITIES' RIDER

This rider shall be considered an integral part of the performance agreement dated _____ between the "Brown Concert Agency," a recognized student organization at Brown University (hereinafter called "Purchaser") and _____ (hereinafter called "Artist") for the performance of services as outlined on the accompanying Performance Agreement. The parties agree as follows:

1. No pyrotechnics or fog machines permitted.
2. No alcohol or illegal drugs will be used by Artist or his/her agents at any time while on the Brown University campus in connection with this agreement.
3. Purchaser shall have 100% control over publicity, advertising, and promotion of service.
4. Brown University reserves the right to control the sound level of engagement, specifically calling for a maximum continuous sound noise level. The sound level of the engagement must comply with City of Providence Noise Ordinances and University policy.
5. Purchaser requests one photographer be permitted to attend the full lecture or performance from each of the following campus publications: the *Liber Brunensis* (campus yearbook), the *Brown Daily Herald* (campus newspaper) a "the college hill independent" (a weekly campus magazine) and Brown University's Media Relations Office for media coverage solely in campus publications.
6. Purchaser shall not itself video or audio tape, broadcast, record, televise, webcast or simulcast Artist's performance or lecture without written permission of the Artist. Purchaser shall make reasonable efforts to not permit others to record lecture or performance. Purchaser shall not have any liability for third parties who engage in actions contract to any terms of this section.
7. While the Producer has the right to record Artist's performance, public use or distribution of such recording requires written permission of Purchaser, if artist intends to record.
8. Brown University Department of Public Safety has sole discretion in determining security measures and requirements.
9. Artist agrees that he/she and his/her agents will not damage, alter, modify, attach, append or in any way or manner affect any of the property, fixtures, or real estate of Brown University or location of engagement. If in the opinion of Purchaser, this clause is violated any payment due will be fully withheld pending settlement for damage.
10. The University requires that any and all equipment be handled entirely by professional staff. Any crew provided by Purchaser at the request of the Artist and working under the supervision of the Artist and/or his/her agents' direction will be properly instructed and supervised by Artist or his/her agents. If the Artist requires a stage load-in or load-out with heavy equipment, professional movers must be hired by the Purchaser. The Artist must notify the Purchaser to notify them of the need for such arrangements must be made.
11. In performing services and accepting payment under the accompanying performance agreement, Artist is deemed an Independent Contractor and shall not act as nor be considered an agent of the Purchaser or Brown University. As such, there will be no employee benefits provided. There will be no withholding of any state or federal taxes or assessment; however, based on the services provided, Brown University shall, on behalf of Purchaser, issue an IRS Form 1099 in Artist's name.
12. Artist and his/her agents agree to indemnify and hold harmless Purchaser and Brown University from any claim, damage, liability, injury, expense, or loss arising out of Artist's performance of services under this Contract which is not directly caused by the gross negligence of Purchaser or its agents.
13. Artist and his/her agents shall observe and abide by all applicable RI state and federal laws and regulations, including, but not limited to, those of Brown University relative to conduct on its premises.
14. Sponsorships shall not be used directly or indirectly to suggest that the Artist, Purchaser or Brown University endorses, uses or otherwise is associated with a particular product or service. Banners and other signage shall not be located within the venue of the engagement and advertising for the

engagement shall not include any type of sponsorship by products, services, companies. The only sponsorship that will be noted in advertisements and programs for an engagement will be those from Brown University departments, student organizations, and academic grants. Artist may not secure sponsorship in connection with the engagement unless written permission is obtained from the Purchaser.

15. If Artist notifies Purchaser of intentions to sell merchandise, the Purchaser shall provide a table in a clean, well-lit and highly visible area to the Artist for such sales; however, Artist will provide adequate staffing to manage the merchandise table. Artist shall have the sole and exclusive right to sell and distribute Artists' own merchandise including, without limitation, merchandise contacting the name, voice, likeness and logo of the Artist. Artist shall retain one-hundred percent (100%) of the gross receipts resulting from the sale of recorded merchandise such as CD's and DVD's; Artist shall retain eighty percent (80%) of the gross receipts resulting from the sale of all other merchandise with the Purchaser receiving twenty percent (20%) of the gross receipts resulting from the sale of all other merchandise. Artist shall provide the Purchaser with their earned percentage of merchandise sales immediately following the close of the engagement or prior to the Artist departing the engagement whichever comes first. Purchaser shall at its sole cost, prohibit the sale or distribution of all unauthorized or so-called "Bootleg" merchandise in and immediately adjacent to the Venue.
16. The sale of food or drinks at the engagement (if arranged by the Purchaser) shall not be in the immediate area of the stage; Purchaser shall make every effort to locate the concessions near the rear of the performance venue. Alcoholic beverages will not be sold at the engagement.
17. This rider, the accompanying performance agreement, and any and all attached riders or addendums are not valid without three signatures: one for Artist, one for Purchaser, and one for the Brown University Student Activities Office.

Purchaser: Brown University

Artist: _____

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Brown University Student Activities Office

Signature: _____

Printed: _____