

MICHIGAN STATE UNIVERSITY RIDER

In regard to the appearance of the artist scheduled to perform under the name _____ (“Artist”) at Michigan State University on _____, 201_, this **Michigan State University Rider** (the “MSU Rider”) sets forth additional terms and conditions regarding said engagement and is hereby made part of the Agreement dated _____, 201_ (the “Performance Agreement”), between **Michigan State University on behalf of its** _____ (“MSU”) and _____ (“Agent”). If any terms of the Performance Agreement and the MSU Rider conflict, the terms of the MSU Rider shall control.

1. Artist, and Artist’s agents, representatives and employees agree to comply with the rules and regulations of MSU (<http://trustees.msu.edu/ordinances/>) and all applicable local, state and federal laws, both during the performance and otherwise while on campus. , This includes, but is not limited to MSU’s Ordinance 18.00 prohibiting firearms and weapons on campus, Policy on Sexual Harassment and Anti-Discrimination Policy.
2. Artist and Artist’s agents, representatives and employees are prohibited from provoking crowd disorder by any means, including by encouraging the audience to light matches or cigarette lighters or approach or come on to the stage.
3. Artist, and Artist’s agents, representatives and employees are prohibited from appearing in public on MSU’s campus with an open alcoholic beverage or a controlled substance (which, for purposes of this Rider means a substance or a counterfeit substance classified in schedule 1, 2, or 3 pursuant to sections 7211 to 7216 of the public health code, 1978 PA 368, MCL 333.7211 to 333.7216), and from violating MSU policies and ordinances prohibiting the use or possession of illegal drugs, including medical marijuana. No alcoholic beverage or controlled substance may be brought into MSU facilities. MSU may not use funds for the purchase of alcoholic beverages for Artist or otherwise in connection with the Performance Agreement.
4. No pyrotechnic devices shall be used without the prior express written consent of MSU. Any such device shall be subject to applicable fire laws and shall be administered by a person with professional experience in pyrotechnics. Artist shall be responsible for obtaining all applicable permits.
5. MSU shall have the right to terminate the Performance Agreement and cancel the engagement upon the occurrence of the following events:
 - a. If, prior to the date of the engagement, Artist is charged or arrested in connection with any crime or violation of any ordinance, statute, law or similar governing regulation (excluding minor traffic or parking offenses);
 - b. If, prior to or at the time of the performance, MSU determines, in its reasonable discretion, that Artist is under the influence of intoxicating beverages or drugs or is unable, as determined in the sole and reasonable discretion of MSU, to perform in a professional manner in connection with the engagement;
 - c. Artist is not present and ready to perform at the scheduled starting time, provided, however, that, in lieu of terminating, MSU may reduce Artist’s compensation by a prorated amount for each fifteen (15) minutes delay ;
 - d. If, for any reason other than those listed in Paragraph 6 hereof, Artist or Artist’s agents or representatives informs MSU that Artist is unwilling or unable to appear or perform as scheduled; or
 - e. If Artist or Artist’s agents, representatives or employees fail to comply with any other terms of this Rider.

If MSU cancels the engagement or terminates the Performance Agreement for any of the foregoing reasons, any amounts paid in advance shall be returned to MSU, MSU shall have no further liability to Artist or Agent and Artist and Agent shall be jointly and severally liable to MSU for all bonafide out-of-pocket expenses incurred by MSU in connection with the engagement. Agent shall reimburse MSU for such out-of-pocket expenses within 30 days of receipt of an invoice from MSU.

6. Neither Artist, Agent, nor MSU shall be liable for the failure to appear, present or perform if such failure is caused by, or due to, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, or any other cause beyond their control (which, for Artist and Agent, shall not include any causes identified in Paragraph 5 hereof).

If Artist fails to appear or perform as scheduled for any of the foregoing reasons, MSU shall be relieved of its obligation to pay Artist.

7. MSU shall provide the performance facility and equipment for Artist required by the terms of the Performance Agreement, all of which shall be in good working order. Artist shall be responsible for any property or equipment damage, other than normal wear and tear, caused by Artist or Artist's agents, employees or representatives. Repair or replacement costs shall be deducted from the compensation due to Artist under the Performance Agreement.
8. Artist agrees to perform a complete and thorough sound check at the time and place specified by the event venue and technical staff. Technical staff will work with Artist to attain the highest possible quality sound for the venue. Artist agrees to maintain throughout the performance sound levels within the range allowable by Michigan law.
9. MSU requests _____ complimentary tickets to the engagement.
10. Artist agrees not to accept any engagement of any sort or kind within thirty (30) days prior to or after the scheduled date of the event at any venue that is within a sixty (60) miles radius of MSU's East Lansing, MI campus.
11. Artist agrees not to park vehicles on campus grounds or sidewalks without the prior written consent of MSU and understands and acknowledges that doing so without written consent would constitute a violation of MSU traffic ordinances.
12. MSU reserves the right to make public announcements prior to and during the engagement for the purpose of enforcing fire, safety and public assemblage laws and ordinances.
13. Each party hereto (an "Indemnifying Party") shall defend, indemnify, and hold harmless the other party (the "Indemnified Party"), its board members, officers, employees, and agents from and against any claims, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney fees, arising from or relating to the Indemnifying Party's breach of, or willful or negligent acts or omissions in connection with, the Performance Agreement or this MSU Rider, excluding anything arising from the Indemnified Party's negligence or misconduct.
14. Artist shall be liable for all copyright royalties and fees associated with its performance. Artist agrees to hold MSU harmless against any and all costs, losses, damages, attorney fees and/or claims of infringement or violations of any copyright or proprietary right arising out of Artist's engagement.
15. The Performance Agreement, including any Artist rider attached thereto, and this MSU Rider constitute the entire agreement between the parties and no representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated therein. Neither the Performance Agreement nor this MSU Rider may be amended except in writing signed by the parties.
16. The parties hereto agree that the laws of the State of Michigan shall govern the interpretation and legal effect of the Performance Agreement and MSU Rider.
17. Agent represents and warrants that it has full and binding legal authority to act on behalf of Artist, including the power to sign the Performance Agreement and MSU Rider. Agent assumes full liability to MSU for any alleged act or omission of Artist and shall be fully liable to MSU if Artist shall fail or refuse to perform fully hereunder.

Now, intending to be bound, Artist has caused its duly authorized representative to execute this MSU Rider.

[AGENT]

Name:

Title:

Date: