



STANDARD RIDER TO ENTERTAINER OR SPEAKER AGREEMENT

This **STANDARD RIDER** is an essential part of the attached Entertainer's/Speaker's Agreement/Contract, both documents which are hereinafter called the "Agreement", between the University of Wisconsin Oshkosh, hereinafter called the "University", and the undersigned performer or speaker, hereinafter called the "Entertainer/Speaker".

To the extent that any of the terms and conditions contained in the Entertainer's/Speaker's Agreement/Contract form to which this Standard Rider is attached, or any other addendum or rider attached thereto by Entertainer/ Speaker, or their Agent, are contradictory to any of the terms of this Standard Rider, the University expressly rejects such contradictory terms and the terms contained in this Standard Rider shall be controlling. The parties will attempt to cross out and alter any inapplicable wording in the Entertainer's or Speaker's Agreement, as deemed appropriate. However, such alterations shall not be considered exclusive in the event that this paragraph applies.

1. EVENT DESCRIPTION: _____

Name of Performer(s): _____

Date of Performance: _____ Start time: _____ End time: _____

Number and length of sets: _____

Event Location: _____

2. ENTERTAINER STAGE/LEGAL NAME: _____

Social Security Number (required): _____

Permanent Address: _____ (Street Address)
_____ (City, State, Zip Code)

Phone Number: _____ email address: _____

A completed IRS Form W-9 is required for the Entertainer.

If an Agent represents Artist and the Agent will receive payment, the following information must be supplied:

AGENT NAME: _____
FEIN Number (required): _____
Permanent Address: _____ (Street Address)
_____ (City, State, Zip Code)
Phone Number: _____ email address: _____

A completed IRS Form W-9 is required for the Agent.

Please indicate payee (please check one): Artist Agent

If the entertainer is a group, please see: 7(a) Individual Members of a Group Not Owned by Anyone; and complete on page 6 the required Entertainer contact information for each member.

3. UNIVERSITY CONTACTS:

Contact Information:
Name: _____

Contract Approval:
Name: James A. Fletcher

Title: _____
Campus Address: _____
Phone/FAX: _____
Email: _____

Title: Vice Chancellor Campus
Address: Dempsey Hall 236 Phone/
FAX: 920-424-3030
Email: worm@uwosh.edu

4. COMPENSATION:

Performance Fee: _____
Lodging: _____
Meals: _____
Transportation: _____
Other: _____

TOTAL COMPENSATION \$ _____

5. PAYMENT:

All payments will be in form of a check issued by the University and will be payable to ENTERTAINER/SPEAKER OR AGENT as indicated in Number 2 above.

6. INDEPENDENT CONTRACTOR:

The Entertainer/Speaker, its officers, agents and employees (if applicable), in the performance of this Agreement shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the University. The Entertainer/Speaker agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of the University. As such, the parties will each be responsible for their own acts of negligence as determined by law.

7. WITHHOLDING REQUIREMENTS FOR ENTERTAINERS AND SPEAKERS

(a) Non-Wisconsin Resident: The University must withhold 6% of Total Compensation payments to non-Wisconsin resident Entertainers/Speakers if accumulated payments for services exceed \$7,000.00 in a calendar year and the Entertainer/Speaker has not filed WT-11 or provided a waiver from the Department of Revenue.

Non-Wisconsin resident Entertainers and Speakers are required to file a bond or place a security deposit with the Wisconsin Department of Revenue at least six days prior to the date of performance to assure payment of State of Wisconsin income taxes if total compensation earned (paid directly or on behalf of Entertainer/Speaker) from performance in Wisconsin will exceed \$7,000.00.

If the non-Wisconsin resident Entertainer/Speaker does not show proof to the University that such bond or security deposit was filed with the Wisconsin Department of Revenue, State of Wisconsin law provides that the University shall deduct 6% of the total performance Agreement compensation and remit said amount as withheld for State of Wisconsin income tax purposes.

Total Contract Price: The amount of consideration indicated in the contract as the price for the nonresident entertainer's performance, including amounts payable in money or the cash value of any medium other than cash. It also includes any specific amounts to be paid to the nonresident entertainer (for example, amounts to be paid to the nonresident entertainer for travel expenses) or subcontracted services such as lighting, sound, or any other special services or properties required by the nonresident entertainer.

Accumulative Total Contract Price: If a nonresident entertainer performs a number of times during the same calendar year, for separate total contract prices of less than \$7,000 each, the nonresident entertainer may still be subject to the surety bond/cash deposit requirement or employer withholding at the time the accumulative total contract prices exceed \$7,000, and thereafter, during the same year. (**Note:** It is the responsibility of the nonresident entertainer or their representative to notify an employer if their accumulative total contract prices exceed \$7,000.) At the time the \$7,000 threshold is met, the amount of the surety bond or cash deposit, or the amount to be withheld by the employer, is based on the *accumulative* total contract price with that employer for the year, not just the amount in excess of \$7,000.

Individual Members of a group Not Owned by Anyone: In the case of a nonresident entertainment group of independent members, not owned by any single member of the group or any other sole proprietor, partnership, or corporation, *the total contract prices must be determined for each separate independent member*. The group must provide the employer with a signed statement from the leader of the group, or the promoter or managers, attesting to the members' distributive shares of the contract price. False statements made under this provision are subject to State of Wisconsin Department of Revenue income penalties for the filing false returns, and copies of such statements must be submitted to the Department of Revenue by the employer.

- (b) U. S. Residents: Withholding is required at the rate of 31% on payments for services if social security number is not provided.
- (c) Non-U.S. Resident Aliens: The appropriate tax will be withheld based on IRS Section 1441 and existing tax treaties. Withholding is required at 30% (less pro-rated personal exemption amount) on payments for services unless:
 - (1) Income is non-U.S. source.
 - (2) Payment is effectively connected with a U.S. trade or business and individual has filed Form 4224, or
 - (3) Income is partially or totally exempt or subject to a reduced withholding rate due to a tax treaty or pro-rated personal exemption amount and individual has filed Form 8233 to claim the exemption or reduced rate.

8. **LIABILITY:**

- (a) The University, as an agency of the State of Wisconsin, is self-insured for liability protection. Such protection applies to the University and their employees only. The Entertainer/Speaker and all other individuals and organizations must provide their own liability coverage.
- (b) The Board of Regents of the University of Wisconsin System agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Board of Regents further agrees to hold harmless the Entertainer/Speaker, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.
- (c) Entertainer/Speaker agrees to hold the University harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Entertainer or Speaker arising out of or in connection with this Agreement except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

9. **DISPUTES:**

- (a) This Standard Rider, the Purchase Order (if applicable), the Entertainer/Speaker's Agreement/Contract, and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Wisconsin.
- (b) All disputes shall be submitted in writing to the Vice Chancellor of Finance and Administration, 800 Algoma Blvd, Oshkosh, WI 54901 who will be the final authority for all disputes not resolved through the sponsoring organization. Disputes regarding the terms of the Agreement or claims arising out of its execution or performance may be resolved in any Wisconsin court with competent jurisdiction.
- (c) This Standard Rider, and the terms and conditions contained herein, may be enforced by the University and by each Entertainer/Speaker who is a party to this Agreement, or who has, in fact, performed the engagement contracted for, and by the agent(s) of each Entertainer/Speaker.

10. **CANCELLATIONS:**

- (a) Either party may cancel this Agreement without obligation to the other if cancellation notice is received in written form at least 30 days before appearance date.
- (b) Entertainer/Speaker agrees to furnish payment to the University for actual appearance preparation costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after billing.
- (c) If, due to illness, accident, or other causes legally known as Acts of God, Entertainer/Speaker is forced to cancel the Agreement, neither party, nor any representative shall be liable for any payment.
- (d) Legal representation of the University is provided by the State of Wisconsin Attorney General's Office or designee, according to the Wisconsin State Statutes. The University is not authorized to enter into any Agreement which may include binding arbitration, hold-harmless, or indemnification clauses without legislative action granting such authority.

11. **SOUND:**

- (a) Performers will not exceed a maximum sound pressure level of 90db indoors during the hours of 8:00am-5:00pm, Monday-Friday, 100db indoors during the hours of 5:00pm-Midnight, Sunday-Saturday, and 104 db outdoors at the Front of House mix location with a professional decibel meter set on fast response. Level check will be made throughout the performance including sound checks. Performers must be prepared to lower level of stage amps in order to ascertain a good mix and stay within the limits set.
- (b) UW Oshkosh Staff and volunteers have the right to direct Artist to discontinue any activity, including sound amplification level, which disrupts the normal operations of the University, or constitutes a violation of University Policy, as well as any federal, state, or local laws.

12. **EXPLOSIVES AND FLAMMABLES:**

Artist shall not use or permit the use of any substance of an explosive or highly flammable nature, including gasoline, kerosene, camphene, and naphtha except theatrical pyrotechnics. Theatrical pyrotechnics may be used only with prior approval of the City of Oshkosh's Fire Department and the University of Wisconsin Oshkosh's Vice Chancellor of Finance and Administration or his designee.

13. **MISCELLANEOUS:**

- (a) No speech shall be recorded, reproduced, or transmitted from the place of speech, in any manner or by any means whatsoever, unless there is a specific written amendment to this Standard Rider, initialed by the Entertainer/Speaker, relating to and permitting such recording, reproduction, or transmission. The University will make a reasonable effort to prevent individuals from doing so.
- (b) The Entertainer/Speaker is solely responsible for payment of royalty fees, and/or dramatic rights and dramatic musical works and/or performance fees, fees required by unions and similar organizations, and similar costs. The Entertainer/Speaker shall indemnify the University against any liability or damages, including attorney fees, which may arise as a result of violation by Entertainer/Speaker of copyright laws.
- (c) The sponsoring campus organization shall receive a \$15 flat fee for any merchandising.
- (d) In connection with the performance of work under this Agreement, the Entertainer/Speaker agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), sexual orientation as defined in s. 111.32(13m), or natural origin. Except (as defined in s. 16.765) with respect to sexual orientation, the Entertainer/Speaker further agrees to take affirmative action to ensure equal employment opportunities. The Entertainer/Speaker agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- (e) Details and manner of speech are under the control of the Entertainer/Speaker. However, University has the right to direct Entertainer/Speaker to discontinue any activity constituting violation of University policy, as well as any federal, state, or local laws.
- (f) Anticipated starting times specified in this Agreement, subject to minor modifications because of unanticipated occurrences, are of the essence and hence, Entertainer/Speaker is required to be at place of performance a sufficient period of time prior to schedule time of commencement so as to permit timely presentations.

14. **ENTIRE AGREEMENT AND NOTICE:**

- (a) This Standard Rider, the Entertainer's or Speaker's Agreement and Purchase Order (if applicable) constitute the entire Agreement between the parties.
- (b) Any requirements that University comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by University, in writing by the persons listed below, in advance of the Agreement execution or are made part of this Agreement prior to the signing of the Standard Rider by the University.
- (c) This Agreement may be modified or amended in writing signed by authorized signatories of the Contractor and University.

15. **EXECUTED CONTRACT SIGNATURE:**

This Standard Rider shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties. The undersigned represents that he/she is a representative authorized to sign on behalf of the Entertainer/Speaker and to enter into this Agreement.

The parties have agreed to and executed this Standard Rider as of the dates indicated below:

ACCEPTED BY:
UNIVERSITY OF WISCONSIN OSHKOSH

ACCEPTED BY:
ENTERTAINER/SPEAKER NAME _____
(Please Print)

Signature: _____

By: _____

AGENT'S Name _____
(If Applicable) (Please Print)

Name: Jeanne Schneider
Title: Controller

Agent's Title: _____
(Please Print)

Date: _____

Date: _____

Signatures delivered by email in PDF format or facsimile shall be effective.

Individual Members of a Group Not Owned by Anyone

1. ENTERTAINER STAGE/LEGAL NAME: _____

Social Security Number (required): _____

Permanent Address: _____ (Street Address)
_____ (City, State, Zip Code)

Phone Number: _____ email address: _____

Total Performance Fee: _____

* A completed IRS Form W-9 is required for the Entertainer.

2. ENTERTAINER STAGE/LEGAL NAME: _____

Social Security Number (required): _____

Permanent Address: _____ (Street Address)
_____ (City, State, Zip Code)

Phone Number: _____ email address: _____

Total Performance Fee: _____

* A completed IRS Form W-9 is required for the Entertainer.

3. ENTERTAINER STAGE/LEGAL NAME: _____

Social Security Number (required): _____

Permanent Address: _____ (Street Address)
_____ (City, State, Zip Code)

Phone Number: _____ email address: _____

Total Performance Fee: _____

* A completed IRS Form W-9 is required for the Entertainer.

4. ENTERTAINER STAGE/LEGAL NAME: _____

Social Security Number (required): _____

Permanent Address: _____ (Street Address)
_____ (City, State, Zip Code)

Phone Number: _____ email address: _____

Total Performance Fee: _____

* A completed IRS Form W-9 is required for the Entertainer.

5. Attach additional Sheets if necessary