



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-Parkside, 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 alternations shall not be considered exclusive in the event that this paragraph applies.

1. EVENT DESCRIPTION

Date(s): Time(s):
Event Location:

2. ENTERTAINER/SPEAKER INFORMATION

Name:
W-9 Required:
Permanent Address:

Phone:
Fax:
Email:

If Entertainer/Speaker is represented by an Agent and payment is to be made to the Agent, the following information must be supplied:

Agent Name:
FEIN Number (required):
Permanent Address:

Phone:
Fax:
Email:

3. UNIVERSITY CONTACT

900 Wood Rd.
Kenosha, WI 53141-2000
Phone: 262-595- Fax: 262-595-
Email:

4. COMPENSATION

Table with 3 columns: Item, Amount, and Notes. Rows include Fee/Honorarium, Lodging, Meals, Transportation, Other, and TOTAL COMPENSATION.

State CASH ADVANCE DEPOSIT amount only if required by Entertainer or Speaker: N/A

5. PAYMENT All payments will be in the 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 with 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 ENTERTAINER'S ONLY

- (a) Non-Wisconsin Resident: The University must withhold 6% of Total Compensation payments to non-Wisconsin resident Entertainer's if accumulated payments for services exceed \$3,200.00 in a calendar year and the Entertainer has not filed WT-11 or provided a waiver from the Department of Revenue.

Non-Wisconsin resident Entertainers 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) from performance in Wisconsin will exceed \$7,000.00.

If the non-Wisconsin resident Entertainer does not show proof to the University that such bond or security deposit was file 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.

- (b) U. S. Residents: Withholding is required at the rate of 28% 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 Purchasing Department, 900 Wood Rd., Kenosha, WI 53141. Purchasing will be 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, subject to the limitations in Section 16, infra.
- (c) If due to illness, accident, or a force majeure event, including but not limited to, acts of God, acts of nature, severe weather, epidemic, pandemic, public health order, quarantine restrictions, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, and strikes, Artist or Purchaser fail to perform their obligations under this agreement, the agreement is cancelled, and neither party shall be liable for any payment to the other party, provided that the party failing to perform conveys written evidence supporting the condition(s) causing failure to perform, and that the failure to perform is beyond the reasonable control and without the fault or negligence of the party
- (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. 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) Sale of any souvenir items or programs by Entertainer/Speaker shall only be permitted upon specific written amendment to this Standard Rider with University 30 days prior to date of engagement, and then subject to the terms listed.
- (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. The Entertainer/Speaker agrees the events will be subject to Covid protocols in place at the time of the event/activity.
- (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.

(g) Fog machines and strobe lights are not permissible.

12. **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. All Agreement amendments shall be issued by the Purchasing Department.

13. **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
**For the Board of Regents of the
 University of Wisconsin System
 dba the University of Wisconsin-Parkside**

(Please print name)

Signature:
By: _____

Date: _____

Accepted By
Entertainer/Speaker Name

(Please print name)

Signature:
By: _____

Agent’s Name: _____
(If Applicable) (Please Print)

Agent’s Title: _____
(Please Print)

Date: _____