



12. **INDEPENDENT CONTRACTOR:** It is specifically agreed that the ARTIST and his/her agent, in fulfilling the terms and conditions of this agreement, are acting as independent contractors and not as agents or employees of the PURCHASER or NORTHWESTERN UNIVERSITY. It is further understood that the ARTIST agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to federal and state social security laws, employee compensation and unemployment insurance and contributions, income taxes, public liability insurance requirements.
13. **CONTRACT AUTHORITY:** If someone other than the ARTIST signs this contract, the person signing for the ARTIST expressly warrants that she/he is authorized by the ARTIST to execute this contract for the ARTIST for this engagement at the time and place specified in this contract. NORTHWESTERN UNIVERSITY honors only contracts signed by the Vice President of Student Affairs or his/her designee.
14. **DEPOSITS AND METHOD OF PAYMENT:** No deposits or advance payments will be made prior to the first performance. The ARTIST must furnish the PURCHASER with a fully executed contract including completed ARTIST and PURCHASER addenda no later than TWENTY (20) working days prior to the date of this performance. Compensation shall be a University issued check. Any cash payments are against NORTHWESTERN UNIVERSITY policy and will not be honored under any circumstances.
15. **CONCESSIONS/MERCHANDIZING:** The ARTIST shall pay to the NORTHWESTERN UNIVERSITY, twenty-five percent (25%) of all proceeds from the sale of merchandise. If the ARTIST wishes to sell any merchandise, including but not limited to: T-shirts, tape cassettes and compact discs, etc., the ARTIST must first obtain the permission of the PURCHASER. The sale of these items is the sole responsibility of the ARTIST. Payment of state sales tax on the ARTISTS' portion of the souvenir item income is the responsibility of the ARTIST. The PURCHASER reserves the right to inventory merchandise in and out.
16. **GOVERNING LAW:** The laws of the State of Illinois shall govern this contract, rider and agreement.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement and understanding among the parties and supersedes all prior agreements, oral or written. Any change, amendment or other modification of this Agreement must be in writing and signed by all parties to this Agreement in order to be effective. In the event of any conflict between the NORTHWESTERN UNIVERSITY rider and any other contract, rider or portion of the agreement, then the NORTHWESTERN UNIVERSITY rider will govern and control.
18. **PURCHASER SIGNATURE:** The representative(s) of the NORTHWESTERN UNIVERSITY and/or PURCHASER in signing of this contract warrants that she/he signs as a properly authorized representative and does not assume personal liability for meeting the terms of the contract.
19. **INDEMNITY:** The ARTIST agrees to indemnify and hold harmless the NORTHWESTERN UNIVERSITY its trustees, officers, employees, and agents from and against any and all claims for loss, cost, injury, or damage to persons or property, including claims of employees or agents of the ARTIST, arising out of or alleged to be due to activities conducted by the ARTIST or its employees, agents or guests on property of the NORTHWESTERN UNIVERSITY. The ARTIST further agrees to obtain adequate policy or policies of comprehensive liability insurance sufficient to satisfy its indemnification and hold harmless obligations hereunder and to name the NORTHWESTERN UNIVERSITY, its trustees, officers, employees, and agents as additional insured under said policy or policies. As used herein, the reference to adequate comprehensive liability insurance shall mean policies of insurance in the following amounts:
- LIABILITY: \$3,000,000.00 EACH OCCURRENCE
  - WORKER'S COMPENSATION: ILLINOIS STATE REQUIREMENT
  - AUTOMOBILE LIABILITY: \$3,000,000.00
  - OTHER REQUIREMENTS: \_\_\_\_\_
20. **RETURN OF CONTRACT:** NORTHWESTERN UNIVERSITY/PURCHASER has signed this contract to which this rider is an addendum prior to signature by the ARTIST. The action of returning said contract constitutes an offer by NORTHWESTERN UNIVERSITY/PURCHASER to enter into an agreement on the terms herein stated, but unless said agreement is signed by the ARTIST or his /her Representative and returned to NORTHWESTERN UNIVERSITY/PURCHASER on or before the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, this offer shall be automatically withdrawn without further notice, and this contract shall be completely null and void unless otherwise agreed to, in writing, by both parties.

\_\_\_\_\_  
NORTHWESTERN UNIVERSITY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ARTIST'S NAME

\_\_\_\_\_  
ARTIST SIGNATURE

\_\_\_\_\_  
PERSON SIGNING FOR ARTIST