



CHARLES W. HUNT COLLEGE UNION
State University of New York
College at Oneonta
Oneonta, NY 13820-4015
607.436.2410 fax: 607.436.2415



MEMORANDUM

RE: Enclosed Contract

Attached please find the proposed contractual agreement between _____
(organization) as Presenter and _____(performer) as the Artist.

As you will note, the Contract Rider of the SUNY Oneonta Student Association has been attached and made part of the agreement by the Presenter. Also made part of this agreement are any attachments (Section B), if applicable. (**no**),

Please return signed originals to this office immediately so that payment may be processed. You may make and keep copies as you require. Please give special attention to Item #9 of the Rider which requires social security number and/or employer identification numbers. The Presenter's Agent will not issue payment on agreements without this information (unless an invoice is attached). Also give notice to the cut-off date for the return of finalized documents. This date is established to allow for the completion of the payment process.

Thank you for your continuing cooperation. If you should have any questions or should you wish to discuss the contents of this document, please feel free to contact me at the number listed below.

Sincerely,

William G. Harclerod
Director of Campus Activities

**CONTRACT RIDER OF THE
SUNY ONEONTA STUDENT ASSOCIATION**
Hunt College Union – SUNY Oneonta
Oneonta, NY 13820

Rider attached to and made part of the agreement dated _____ between the SUNY Oneonta Student Association, hereinafter referred to as the Presenter and _____, hereinafter referred to as the Artist.

Section A:

1. **This contract exists between the Presenter and the Artist.** This contract in no way represents an agreement between State University of New York, its Agents, Employees, or Associates and the Artist.
2. **Because of the geological location of SUNY Oneonta, the Presenter is empowered to enact an “Act of God” clause stating that, “If in the determination of the Presenter, there is a possibility of personal danger/injury/accident due to inclement weather, the Presenter may postpone the engagement at any stage of production for rescheduling at a later date without financial penalty to the Presenter”.** Rescheduling shall be arranged at the mutual convenience of the Presenter and the Artist and shall meet with the scheduling limitations and convenience of both parties.
3. **The Artist or his/her Agent is to contact the Hunt College Union at 607.436.2550 between the hours of 9:00am and 4:00pm, Monday through Friday, at some period in the five (5) working days prior to the Artist’s scheduled appearance at SUNY Oneonta for the purposes of notifying the Presenter of: performance site directly preceding appearance at SUNY Oneonta; name of the contact person and phone number at that location; expected time of arrival in the local area and mode of transportation; where accommodations have been made if applicable); and expected time of arrival of the Artist’s Technical Crew (if applicable).** Should unavoidable delays be encountered, the Artist and/or his/her Agent are responsible for all follow-up calls. Contact should be made directly with the Hunt College Union.
4. **If rehearsal/technical run-through is required, the Artist must be available ninety (90) minutes prior to the scheduled start of the performance. The Artist must be at the performance site at least sixty (60) minutes prior to the scheduled start of the performance in any case.** Should unavoidable delays be encountered, the Artist and/or his/her Agent are responsible for all follow-up calls. Contact should be made directly with the Office of Campus Activities.
5. **The presenter assumes the right to cancel, abrogate, and cause to null and void this contract at any time preceding the performance should the Artist be unable to perform as a result of the influence of intoxicating beverages, narcotics, or any other drug, or through physical illness.** Determination of ability to perform shall be made by the Director of Campus Activities, or his/her designee, acting as Agent for the Presenter. In the event of such cancellation, the Artist shall not be eligible for payment in any form, including those for transportation, room and board, fees, et al.
6. **No deposits or advance payments shall be made by the Presenter prior to the performance.** Payment shall be made under the terms and conditions of this contract in the form of school check(s) in instances where the stipulations of this contract have been fully satisfied. If in the determination of the Presenter, the Artist has failed to satisfy the intent of this agreement, payment may be withheld to all agents, pending renegotiations of this agreement by the Director of Campus Activities or his/her designee, acting as Agent for the Presenter and the Artist’s representative. In instances where payment is withheld, the delivery of a “second check(s)” will be in accordance with the limitations/procedures under which the Presenter operates as a student organization.
7. **Permission to videotape.** The Artist and his/her Agent grant the Presenter full right to videotape the performance for the purposes of addition of selected portions to the Presenter’s video archive. The Presenter shall have dominion over segments selected and is empowered to use archive materials for self-promotion and future program selection. The presenter acknowledges the full legal right of ownership of materials presented and pledges to take reasonable precautions to guard the integrity of said recordings. The Artist waives recourse against the Presenter for illegally obtained copies of materials for him/herself, his/her heirs and executors. (Artists may obtain copies of unedited materials for \$10 – VHS format through the Hunt College Union).
8. **Permission to photograph.** The Artist and his/her Agent grant the Presenter full right to photograph (digital and on film) the performance for archive and possible use in Campus Newspaper (State Times), Yearbook (Oneontan) and other campus publications.
9. **Technical Specifications.** The Artist specifically assumes all liability for damage, injury, and/or death that might occur as a result of equipment failure or accident during any phase of the pre-performance, performance, or post-performance. In addition, the Artist pledges prompt and expeditious load-out following performances.
10. **Union fees, Welfare, and insurance obligations are part of the cost of production and are included in the compensation specified in this contract.** Therefore, the Presenter will not be responsible for the payment of those obligations and the Artist

agrees to hold the Presenter harmless for any such cost, fees, or expenses related hereto. As required by federal law, the Artist agrees to provide below valid social security numbers (s) or Federal Employer Identification Numbers for the purposes of reporting income derived. Failure to supply such information in a timely manner will exempt the Presenter from delivering payment immediately following the performance.

11. **The Presenter and Artist must initial any additions, deletions, or modifications of this agreement.** The Presenter reserves the right to reject any contract which carries unacceptable stipulations. Any additions, deletions, or modifications initiated by the Presenter must be accepted by the Artist. If changes initiated and initialed by the Presenter and returned to the Artist are returned without being initialed, this agreement shall be interpreted as though those changes were accepted and shall be enforced as such. The Presenter reserves the right to cancel, abrogate, and cause to be null and void this contract should the stipulations contained herein be unacceptable to the Artist.
12. **The Presenter reserves the right to cancel, abrogate, and cause to be null and void this agreement if not properly signed and returned to the Coordinator of Campus Programming, with required information supplied by the close of the working day (4:00 p.m.) on: 8/27/2007.**
13. **If this contract is signed by individuals other than the Artist or group leader, that person expressly warrants that he/she is authorized by the Artist/group to execute the contract for the engagement specified by this agreement. It is the responsibility of Agency to share all materials with performer.** Individuals signing on behalf of the Presenter and the Artist assume no personal liability for the meeting of the terms of this agreement.
14. **This contract shall be construed and interpreted under and in accordance with the laws of the State of New York and any litigation arising from this contract shall be contested in the State of New York.**
15. This agreement and the attached documents constitute the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter are hereby superseded.
16. In the event of a conflict of terms, those stipulations stated in this agreement (Contract Rider of the Student Senate of SUNY Oneonta) shall take precedence over and shall prevail over any printed, typed, or handwritten terms located elsewhere in the contract. It is understood that this agreement supersedes any Artist requirement in conflict with SUNY Policy.

Representing the Presenter L.S.

Representing the Artist L.S.

Date

Date

Presenter's Rider, Section B

Publicity and Media Appearances

To make the most of your appearance in Oneonta, we ask that you make yourself available to Campus and Local Media outlets.

Pre-Arrival Publicity:

- WONY-FM, SUNY Oneonta's Student Radio Station
- State Times, Suny Oneonta Student Newspaper
- WSKG-FM, NPR affiliate, Binghamton
- Other: _____
- Videotape sample of performance
- Audio Recording for use in publicity (CD preferred) and permission to distribute to students

Day of Show Publicity:

- WONY-FM, SUNY Oneonta's Student Radio Station
- State Times, Suny Oneonta Student Newspaper
- WSKG-FM, NPR affiliate, Binghamton
- Press Conference
- Classroom Presentations
- Other: _____

Post Show Publicity:

- WONY-FM, SUNY Oneonta's Student Radio Station
- State Times, Suny Oneonta Student Newspaper
- Oneontan, SUNY Oneonta's Yearbook
- Other: _____

Contact for Arrangements:

Name: _____ Phone: _____ E-Mail: _____