



LOYOLA UNIVERSITY OF CHICAGO PERFORMANCE CONTRACT

This Loyola University of Chicago Performance Contract (this "Contract") is made and entered into as of the "Contract Effective Date" set forth in **Exhibit A** attached to this Contract, as amended, updated, added to and supplemented from time to time ("**Exhibit A**"), by and between Loyola University of Chicago ("Loyola") and the performer set forth in **Exhibit A** ("Performer"). If Loyola and Performer are parties to any other contract (including any specifications, contract riders, touring riders, attachments, exhibits or other documents attached thereto or submitted therewith, an "Other Contract") in connection with the event(s) identified in **Exhibit A** (each an "Event"): (1) this Contract modifies the Other Contract as set forth in this Contract; and (2) if this Contract conflicts with the terms contained in any Other Contract, the terms in this Contract will control. Loyola and Performer hereby agree as follows:

1. **Exhibit A.** **Exhibit A** sets forth general and specific details and information relating to each Event.
2. **Personnel.** Loyola will provide, at its expense, security personnel, ticket sellers, ticket takers and electricians necessary for each Event, as determined by Loyola in its sole discretion. Loyola will also provide, at its expense, lighting and sound technicians if Performer notifies Loyola that such technicians are needed prior to the Contract Effective Date. Loyola, in its sole discretion, will determine the number of Loyola personnel to be provided for each Event and direct and supervise the activities of Loyola personnel. Performer will be responsible, at its expense, for providing and supervising all Performer Personnel (as defined below). As used herein, "Performer Personnel" means: (a) any workers, personnel and employees of Performer or any Performer affiliate, subsidiary or parent; (b) any other workers, personnel, staff, employees, directors, trustees, officers, agents, consultants, subcontractors or affiliates of Performer or Performer's affiliates, subsidiaries or parents; and (c) any other individuals or entities with whom Performer or Performer's affiliates, subsidiaries or parents contract or who are otherwise acting on behalf of Performer or whose acts Performer may otherwise be liable for, including without limitation any independent contractors, consultants and subcontractors, artists, performers, comedians, musicians, stage hands, merchandise sellers and any non-Loyola Event personnel.
3. **Equipment and Facilities.** Performer will contact Loyola's applicable Contact Person set forth in **Exhibit A** (the "Loyola Contact Person") in advance of each Event to arrange for use of Loyola stage and sound equipment. Such equipment is limited. Except as may be provided in a separate rider mutually agreed to by the parties, Performer will be responsible, at its expense, for providing any other stage or sound equipment for each Event. Loyola does not have dressing room facilities; provided, however, that arrangements for use of alternate facilities may be arranged by contacting the applicable Loyola Contact Person. All equipment and facilities provided by Loyola are as is.
4. **Load-in/Load-Out.** Load-in of any equipment will be at the time and location designated by Loyola. Performer will contact Loyola's Department of Campus Safety in advance to make arrangements for parking of any vehicles. Performer will load-out immediately after each Event.

5. **Event Content.** Performer, at its expense, will obtain all intellectual property rights, including musical performing rights licenses, necessary for each Event. Performer will ensure that the content of each Event will not: (a) create a safety concern; (b) involve partisan political activity; or (c) be used as a platform to disparage Loyola's Jesuit, Catholic identity or mission. Performer will ensure that the content of each Event will be consistent with the prohibitions against obscene, indecent and profane programming as set forth in any Applicable Laws and any Applicable Loyola Policies (each as defined below) and that each Event will be "radio-friendly". Performer will not use pyrotechnics on Loyola's properties, premises, campuses, locations or facilities (collectively, "Loyola Properties"). Loyola, in its sole discretion, will determine the sound level for each Event, which may be below the normal performance level of Performer. While on Loyola Properties, Performer will not engage in any disruptive behavior including without limitation using obscene language, making threats, harming others and possessing, distributing, consuming or being under the influence of alcohol or illicit drugs. As used in this Contract: (a) "Applicable Laws" means all applicable laws, rules, regulations, legal requirements, policies, protocols, procedures and standards governing or relating to this Contract or any Other Contract, any Event or the duties, obligations or business practices of Performer (including without limitation 18 U.S.C. § 1464 and the Federal Communications Commission's enforcement policies); and (b) "Applicable Loyola Policies" means all applicable policies, rules, regulations, systems, processes, programs and equipment of Loyola that Loyola requires non-employee contractors, guests and visitors to any Loyola Properties to comply with, including without limitation Loyola's relevant information technology policies, alcohol and other drugs policy, non-smoking policy and parking services policy. No later than one week after the Contract Effective Date, Performer, at its expense, will provide Loyola with Performer images, photographs, video and audio footage and other related materials, as reasonably requested by Loyola, for use by Loyola at or in connection with the Event, on Loyola's social media accounts and other promotional materials and publications and for Loyola's operational, business, promotional and student and community engagement purposes, and Performer authorizes and consents to all such use by Loyola. Performer will have no right to any royalties or other fees in connection with such use by Loyola.

6. **Ticket Revenues.** Loyola will furnish and sell any tickets for each Event. Loyola will retain any and all revenue from the sale of such tickets. Neither Performer nor any Performer Personnel will have any right to any portion of such revenue, to be present in Loyola's box office or to review records related to ticket revenues for any Event. Loyola, in its sole discretion, will determine the ticket prices.

7. **Payment.** Payments by Loyola pursuant to this Contract and any Other Contract may be made via check, wire transfer or ACH, as determined by Loyola in its sole discretion. For any wire transfer or ACH, upon Loyola's request, Performer will provide Loyola with complete and accurate wire transfer or ACH instructions. As of the Contract Effective Date, Performer will have provided to Loyola a complete and accurate Internal Revenue Service Form W-9. Loyola will not make any deposits or advance payments or post any bonds, unless otherwise mutually agreed upon by Loyola and Performer. Loyola will not pay or reimburse for Performer's lodging, transportation or other expenses, unless otherwise mutually agreed upon by Loyola and Performer.

8. **Liability.** Any provision in any Other Contract making Loyola liable or otherwise responsible for any damage, loss or injuries caused by Performer, a third party (including without limitation any Event attendees) or a Force Majeure Event (as defined below) is stricken. Any provision in any Other Contract whereby Loyola makes representations and/or warranties of any kind is stricken. The individuals signing this Contract and any Other Contract on behalf of Loyola assume no personal liability for the obligations assumed by Loyola. Any provision in any Other Contract limiting Performer's or any Performer Personnel's liability for Performer's or any Performer Personnel's act, error or omission is stricken. Any provision in any Other Contract limiting or disclaiming any of Performer's or any Performer Personnel's representations or warranties is stricken. Performer is fully liable and responsible for the acts, errors and omissions of Performer and/or any Performer Personnel and for ensuring all Performer Personnel comply with this Contract and any Other Contract.

9. **Indemnification.** Performer hereby releases and agrees to indemnify and hold harmless Loyola, its affiliates and their respective trustees, officers, directors, agents and employees from and against any claims, demands, suits and causes of action of every kind or character, and any resulting or related liabilities, obligations, incidental and consequential damages, costs, fines, and expenses, including reasonable attorney's fees (or, at the option of Loyola, Performer will provide a defense), related to or arising out of: (a) each Event; (b) the performance of Performer or any Performer Personnel under this Contract or any Other Contract (including without limitation any act, error or omission); (c) any services, equipment, products or other materials provided by Performer or any Performer Personnel under this Contract or any Other Contract; (d) Performer's or any Performer Personnel's alleged or actual breach or violation of any representation or warranty in this Contract, any Other Contract or otherwise; (e) any alleged or actual infringement on or violation of, in whole or in part, any patent, copyright, trademark, trade secret or intellectual property or other proprietary right or interest of any other person or entity by Performer or any Performer Personnel; or (f) any alleged or actual act, error or omission of Performer or any Performer Personnel. Any provision in any Other Contract requiring Loyola, its affiliates or their respective trustees, officers, directors, agents or employees to indemnify, release, defend or hold harmless Performer and/or any other party is stricken. This Section 9 will survive the termination of this Contract and any Other Contract.

10. **Insurance.** Performer and its subcontractors will purchase and maintain, at all times during the term of this Contract and any Other Contract and at its own expense, insurance as will protect Performer and Loyola from claims which may arise out of or result from the operations under this Contract and any Other Contract, whether such operations be by Performer or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All coverage set forth below will be placed with companies reasonably acceptable to Loyola, and at a minimum, will have an AM Best Rating of A-/VII. Prior to the execution of this Contract and any Other Contract, and upon renewal of each policy required hereunder, Performer will provide Loyola with certificates of insurance showing compliance with the insurance requirements set forth below. Performer will provide for 30 days written notice to Loyola prior to cancellation, or material change, of any insurance referred to therein. Performer will maintain the following insurance in the types and amounts described below. The limits of insurance may be satisfied by any combination of primary and excess insurance. (a) Commercial General Liability (CGL) Insurance with a limit of not less than \$3,000,000 each occurrence, or up to the policy limit, whichever is greater. Loyola, its trustees, officers, employees and affiliates, including Mundelein College, will be included as an additional insured under the CGL; such insurance will apply as primary with respect to any other insurance or self-insurance programs afforded to Loyola. (b) Business Auto Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance will cover liability arising out of any auto (including owned, hired, and non-owned autos). (c) Workers Compensation Insurance with statutory limits and Employers Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury by accident, and \$1,000,000 each employee for bodily injury by disease, and including a waiver of subrogation in favor of Loyola University of Chicago.

11. **Force Majeure.** If either party is unable to perform under this Contract or any Other Contract due to unforeseen events beyond the party's reasonable control ("Force Majeure Event") and that party gives the other party prompt written notice of such inability: (a) such inability will not be considered a breach of this Contract or any Other Contract; (b) this Contract and any Other Contract will be deemed terminated; and (c) both parties will be relieved of performing under this Contract and any Other Contract (including without limitation Loyola's payment obligations); provided, however, that if a Force Majeure Event occurs and an Event is cancelled as a result of the Force Majeure Event, the parties will attempt in good faith to reschedule such Event at a mutually agreed upon date and time.

12. **Term and Termination.** The term of this Contract and any Other Contract will commence on the Contract Effective Date and will expire on the "Contract Expiration Date" set forth in **Exhibit A**, unless sooner terminated in accordance with this Contract. Any extension of this Contract and any Other

Contract must be mutually agreed upon by the parties in writing in accordance with Section 21 of this Contract. Loyola may terminate this Contract and any Other Contract for any reason upon written notice to Performer. Upon termination, Loyola will be relieved of performing under this Contract and any Other Contract (including without limitation Loyola's payment obligations). If Performer terminates this Contract and any Other Contract prior to an Event for reasons other than a Force Majeure Event, Performer will return any deposit made by Loyola for such Event and will reimburse Loyola for its out-of-pocket expenses within 14 days of Performer's receipt from Loyola of a written statement of such expenses.

13. **Status of Parties**. Any provision in any Other Contract making Loyola grant, license or otherwise provide Performer or any other party with an exclusive right, license or interest is stricken. The parties agree that no legal relationship of any kind exists as a result of this Contract or any Other Contract, other than the covenants expressly contained herein and therein. Neither this Contract nor any Other Contract will constitute, create, give effect to or otherwise imply a joint venture, partnership or business organization of any kind. The parties are independent parties and the personnel of one party will not be deemed the personnel of the other. Each party will be solely responsible for payment of all compensation and employee benefits owed to each party's respective personnel, including payment of any taxes related to employment and workers' compensation insurance. Performer agrees to be responsible for Performer Personnel and all acts, errors and omissions of Performer Personnel and compliance by Performer Personnel with all Applicable Laws and all Applicable Loyola Policies. Performer agrees to be solely responsible for, and will indemnify and hold harmless Loyola from, fees, salaries, payroll, or other federal, state, and local taxes, unemployment insurance, workers' compensation coverages or other benefits or charges relating to any services, equipment, products or materials furnished by Performer Personnel under this Contract or any Other Contract. No Performer Personnel are employees, joint employees or agents or otherwise under the control or direction of Loyola. Performer will in no way indicate, suggest, state or otherwise imply that any Performer Personnel are employees, joint employees or agents or otherwise under the control or direction of Loyola. Loyola has no authority and will not participate in hiring, firing, promotion, demotion or disciplinary decisions with respect to Performer Personnel. In no event will any Performer Personnel wear any uniforms or other clothing or display any other identification, item or other material that displays, contains or otherwise shows any Loyola Mark (as defined below) or otherwise states, implies, suggests or indicates that such Performer Personnel are students, affiliates, agents, employees, officers, directors or trustees of Loyola. This Section 13 will survive the termination of this Contract and any Other Contract.

14. **Notice**. Performer will identify in writing the individual to whom Loyola will send any notices. Any notices from Performer to Loyola will be sent to the applicable Loyola Contact Person (with copies to: (a) Loyola University of Chicago, Division of Student Development, 1032 W. Sheridan Road, Chicago, IL 60660, Attn: Vice President for Student Development, Email: jneufe@luc.edu; and (b) Loyola University of Chicago, Office of the General Counsel, 820 N. Michigan Avenue, Seventh Floor, Chicago, IL 60611, Attn: Vice President and General Counsel, Email: pcostas@luc.edu) and any other person identified in writing by Loyola. All notices will be sent by electronic mail, certified mail, registered mail, overnight carrier or hand-delivery. Notices sent by email will be deemed effective when the recipient acknowledges having received the email, either by an email sent to the sender's email address or by another delivery method in accordance with this Section 14. Notices sent by certified mail, registered mail, overnight courier or hand delivery will be deemed effective upon delivery.

15. **Compliance**. Performer agrees to comply in all respects with all Applicable Laws and all Applicable Loyola Policies. Performer agrees to obtain any permits, certifications, licenses, accreditations, approvals and any other permissions (without material qualifications) necessary for or governing or relating to this Contract or any Other Contract, any Event or the duties, obligations or business practices of Performer. Performer agrees to not take any action in violation of any Applicable Law or any Applicable Loyola Policy that could result in liability being imposed on Loyola. Performer agrees to ensure that all Performer Personnel involved in performing this Contract or any Other Contract

comply in all respects with this Contract, any Other Contract, all Applicable Laws and all Applicable Loyola Policies. Without limiting anything in this Section 15, Performer will not discriminate against any student, employee, applicant, customer, guest or any other person at any time because of race, color, religion, national or ethnic origin, ancestry, sex, age, disability, marital status, parental status, sexual orientation, gender identity, military/veteran status or any other factor protected by any Applicable Law.

16. **Representations.** Performer represents and warrants to Loyola: (a) that Performer is fully authorized and empowered to enter into this Contract and any Other Contract and perform hereunder and thereunder; (b) that Performer entering into this Contract and any Other Contract and performing hereunder and thereunder requires no further authorization or consent; (c) that Performer entering into this Contract and any Other Contract and performing hereunder and thereunder does not violate, breach or otherwise conflict with any contract between Performer and any other person, firm or organization; (d) that this Contract and any Other Contract, when executed and delivered by Performer, will be valid and binding obligations of Performer, enforceable in accordance with their terms, conditions and provisions; (e) Performer has neither received gifts or gratuities from, nor given (and has no plans to give) gifts or gratuities to, Loyola, its affiliates or their respective trustees, officers, directors, agents or employees, nor participated in any other unethical conduct in connection with this Contract, any Other Contract or any Event; and (f) is authorized to do business in the State of Illinois. This Section 16 will survive the termination of this Contract.

17. **Access to Loyola Property.** Performer agrees to be permitted to be present at an applicable and appropriate Loyola Property, as determined by Loyola in its sole discretion, only to the extent necessary to perform under this Contract and any Other Contract, and nothing in this Contract or any Other Contract will be construed to require or permit Performer to be present at any other Loyola Property, except as agreed upon by the parties. Loyola will have access to all Loyola Properties at all times with or without notice. Any loss, damage or destruction to any Loyola Property resulting from Performer's or Performer Personnel's acts, errors or omissions will be repaired to Loyola's satisfaction at Performer's expense. Should Performer fail to comply with this Section 17, Loyola may bill Performer for services to bring Performer into compliance. Plans for repair of any Loyola Property must be approved in writing by Loyola.

18. **Dangerous Objects.** The possession, display, and/or use of dangerous objects including without limitation firearms (including BB or pellet guns), fireworks, smoke bombs, explosives, ammunition, hunting knives, swords, sabers, or anything that could be perceived or misrepresented as a weapon is prohibited on Loyola Properties (collectively, "Dangerous Objects"). Performer acknowledges and agrees that no Performer Personnel will possess, display, and/or use any Dangerous Objects on Loyola Properties.

19. **Taxes and Tax Exemption.** Performer will at all times, at Performer's expense, be responsible for all applicable returns, reports, taxes and assessments arising out of each Event. Performer will specifically be responsible to bill, collect, file returns, remit and be liable for all sales and use taxes, if applicable, on all sales of food and beverages, other tangible items (including without limitation any equipment, products and materials) and services rendered from each Event. Performer acknowledges that Loyola is exempt from any Illinois sales or use tax. Loyola is organized exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time. At all times, the parties will operate the arrangements contemplated by this Contract and any Other Contract in furtherance of Loyola's exempt purposes and, in the event of a conflict between Loyola's exempt purposes and any provision of this Contract or any Other Contract, Loyola's exempt purposes will control. Notwithstanding anything to the contrary in this Contract or any Other Contract, Loyola reserves the right to take any action regarding the arrangements contemplated by this Contract or any Other Contract necessary to protect Loyola's tax-exempt status, including without limitation immediate termination of this Contract or any Other Contract. Performer acknowledges that Performer has not received or relied upon any tax advice, guidance or consultation

from Loyola in connection with this Contract or any Other Contract. Performer agrees that Performer is not entitled to and will not take any tax position that is inconsistent with being a service provider to Loyola with respect to any Loyola Property. The parties acknowledge that Loyola's payments to Performer constitute reasonable compensation for Performer's services contemplated by this Contract and any Other Contract. The provision by the Performer of the services contemplated by this Contract and any Other Contract is solely incidental to the primary functions of the Loyola Properties.

20. **No Rights to Intellectual Property.** Performer recognizes Loyola's ownership and title to Loyola's names, logos, trademarks, service marks and trade names whether or not registered (collectively, the "Loyola Marks"). Performer agrees to not act to impair the rights of Loyola in and to the Loyola Marks. Performer has no license or other rights to print, display or otherwise use, and will not acquire any rights in, the Loyola Marks. Any unauthorized use or modification to the Loyola Marks is expressly prohibited. Nothing in this Contract or any Other Contract will confer upon Performer any right of ownership in the Loyola Marks, and Performer agrees to not represent or use the Loyola Marks in a manner that suggests that such rights are conferred.

21. **General.** Neither party will assign or subcontract this Contract or any Other Contract, in whole or in part, without the prior written consent of the other party, and any assignment or subcontract made without consent will be null and void. This Contract and any Other Contract will be modified or amended only by written contract executed by each of the parties (except that **Exhibit A**, including without limitation all Event Schedules thereto (which are part of an incorporated into **Exhibit A** and this Contract), may be amended, updated, added to, modified or supplemented, as mutually agreed to by the parties, without separate execution of this Contract by each of the parties), and any attempt by one party to otherwise unilaterally modify or amend this Contract or any Other Contract will be null and void. This Contract and any Other Contract will be governed by and construed under the laws of the State of Illinois. Any action relating to this Contract or any Other Contract will be brought in a court of competent jurisdiction situated in the County of Cook, State of Illinois. Any provision in any Other Contract requiring Loyola to submit to arbitration, mediation or other alternative dispute resolution is stricken. Nothing contained in this Contract or any Other Contract will be construed or interpreted as prohibiting, limiting, impairing or restricting Loyola from purchasing products, equipment, materials or services of any kind from or contracting with other vendors or service providers of any kind. Notwithstanding anything to the contrary in this Contract or any Other Contract: (a) all performance undertaken and payments made prior to the Contract Effective Date will be deemed to have been undertaken or made in anticipation of, and subject to, the provisions of this Contract and any Other Contract; and (b) all provisions of this this Contract and any Other Contract that contain continuing obligations or that by their nature should survive expiration or termination of this Contract and any Other Contract, along with all representations and warranties made herein and therein, will survive the expiration or termination of this this Contract and any Other Contract.

For LOYOLA UNIVERSITY OF CHICAGO:

For PERFORMER:

Signature: _____
Name: Jane Neufeld
Title: Vice President for Student Development
Date: _____

Signature : _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

General Information for Event(s)

1. Contract Effective Date: _____
2. Contract Expiration Date: _____
3. Performer: _____

4. Performer Type (check applicable type):

 Entertainer/Artist Speaker DJ
5. Performer's Contact Person: _____
 - a. Phone: _____
 - b. E-mail: _____
6. Address of Performer: _____

Specific Details of Event(s)

See Event Schedule(s) that are part of and incorporated into this **Exhibit A**.

*This **Exhibit A** is a part of and incorporated into the Loyola University of Chicago Performance Contract dated as of the above Contract Effective Date listed above by and between Loyola and the Performer listed above.*

Performance Event Schedule

1. Event (name, topic and/or type): _____
2. Event date: _____
3. Event location: _____
4. Length of Event: _____ Start Time: _____ End Time: _____
5. Performer to report to: _____ Time: _____
6. Loyola's Contact Person for the Event: _____
 - a. Title/Department: _____
 - b. Phone: _____
 - c. E-mail: _____
7. Address of Loyola: _____
8. Total agreed price for engagement of Performer: _____
9. Payment due date(s): _____
10. Expenses paid/reimbursed by Loyola (if any): _____

This Event Schedule is a part of and incorporated into the Loyola University of Chicago Performance Contract by and between Loyola and _____, including without limitation Exhibit A thereto.