LOYOLA UNIVERSITY OF CHICAGO
PERFORMANCE/VENDOR CONTRACT

This Loyola University of Chicago Performance/Vendor Contract (this “Contract”) is made and entered into as of the “Contract Date” set forth in Exhibit A attached to this Contract by and between Loyola University of Chicago (“Loyola”) and the participant set forth in Exhibit A (“Participant”). If Loyola and Participant are parties to any other contract (including any specifications, contract riders, touring riders, attachments or other documents attached thereto or submitted therewith, an “Other Contract”) in connection with the event identified in Exhibit A (the “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 Participant hereby agree as follows:

1. **Exhibit A.** Exhibit A sets forth certain specific details and information relating to the Event.

2. **Personnel.** Loyola will provide, at its expense, security personnel, ticket sellers, ticket takers and electricians necessary for the Event, as determined by Loyola in its sole discretion. Loyola will also provide, at its expense, lighting and sound technicians if Participant notifies Loyola that such technicians are needed prior to the Contract Date. Loyola, in its sole discretion, will determine the number of Loyola personnel to be provided for the Event and direct and supervise the activities of Loyola personnel. Participant will be responsible, at its expense, for providing and supervising all Participant Personnel (as defined below). As used herein, “Participant Personnel” means: (a) any workers, personnel and employees of Participant or any Participant affiliate, subsidiary or parent; (b) any other workers, personnel, staff, employees, directors, trustees, officers, agents, consultants, subcontractors or affiliates of Participant or Participant’s affiliates, subsidiaries or parents; and (c) any other individuals or entities with whom Participant or Participant’s affiliates, subsidiaries or parents contract or who are otherwise acting on behalf of Participant or whose acts Participant 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.** Participant will contact Loyola’s Contact Person set forth in Exhibit A (the “Loyola Contact Person”) in advance of the 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, Participant will be responsible, at its expense, for providing any other stage or sound equipment for the Event. Loyola does not have dressing room facilities; provided, however, that arrangements for use of alternate facilities may be arranged by contacting 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. Participant will contact Loyola’s Department of Campus Safety in advance to make arrangements for parking of any vehicles. Participant will load-out immediately after the Event.
5. **Event Content.** Participant, at its expense, will obtain all intellectual property rights, including musical performing rights licenses, necessary for the Event. Participant will ensure that the content of the Event is in accordance with the Catholic, Jesuit identity of Loyola and 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 the Event will be “radio-friendly”. Participant may 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 the Event, which may be below the normal performance level of Participant. While on Loyola Properties, Participant 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, the Event or the duties, obligations or business practices of Participant (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 Property to comply with, including without limitation Loyola’s relevant information technology policies, alcohol and other drugs policy, non-smoking policy and parking services policy.

6. **Ticket Revenues.** Loyola will furnish and sell any tickets for the Event. Loyola will retain any and all revenue from the sale of such tickets. Neither Participant nor any Participant 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 the 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, Participant will provide Loyola with complete and accurate wire transfer or ACH instructions. As of the Contract Date, Participant 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 Participant. Loyola will not pay or reimburse for Participant’s lodging, transportation or other expenses, unless otherwise mutually agreed upon by Loyola and Participant.

8. **Liability.** Any provision in any Other Contract making Loyola liable or otherwise responsible for any damage, loss or injuries caused by Participant, 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 Participant’s or any Participant Personnel’s liability for Participant’s or any Participant Personnel’s act, error or omission is stricken. Any provision in any Other Contract limiting or disclaiming any of Participant’s or any Participant Personnel’s representations or warranties is stricken. Participant is fully liable and responsible for the acts, errors and omissions of Participant and/or any Participant Personnel and for ensuring all Participant Personnel comply with this Contract and any Other Contract.

9. **Indemnification.** Participant 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, Participant will provide a defense), related to or arising out of: (a) the Event; (b) the performance of Participant or any Participant Personnel under this Contract or any Other Contract (including without limitation any act, error or omission); (c) Participant’s or any Participant Personnel’s alleged or actual breach or violation of any representation or warranty in this Contract, any Other Contract or otherwise; (d) 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 Participant or any Participant Personnel; or (e) any alleged or actual act, error or omission of Participant or any Participant 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 Participant and/or any other party is stricken. This Section 9 will survive the termination of this Contract and any Other Contract.

10. **Insurance.** Participant 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 Participant 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 Participant 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, Participant will provide Loyola with certificates of insurance showing compliance with the insurance requirements set forth below. Participant will provide for 30 days written notice to Loyola prior to cancellation, or material change, of any insurance referred to therein. Participant 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 the Event is cancelled as a result of the Force Majeure Event, the parties will attempt in good faith to reschedule the Event at a mutually agreed upon date and time.

12. **Termination.** Either party may terminate this Contract and any Other Contract by giving written notice to the other party, and upon such termination, both parties will be relieved of performing under this Contract and any Other Contract (including without limitation Loyola’s payment obligations); provided, however, that: (a) if Participant notifies Loyola of such termination less than 30 days prior to the Event and such termination is for reasons other than a Force Majeure Event,
Participant will return any deposit made by Loyola for the Event and will reimburse Loyola for its out-of-pocket expenses within 14 days of Participant’s receipt from Loyola of a written statement of such expenses; and (b) if Loyola notifies Participant of such termination less than 30 days prior to the Event and such termination is for reasons other than (i) a Force Majeure Event, (ii) Participant's breach or violation of this Contract or any Other Contract or (iii) Participant’s failure to return signed versions of this Contract and any Other Contract to Loyola by 5:00 p.m. CST, three business days prior to the Event date, Loyola will pay the agreed price for the Event to Participant within 14 days of the termination.

13. **Status of Parties.** Any provision in any Other Contract making Loyola grant, license or otherwise provide Participant 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. Participant agrees to be responsible for Participant Personnel and all acts, errors and omissions of Participant Personnel and compliance by Participant Personnel with all Applicable Laws and all Applicable Loyola Policies. Participant 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 furnished by Participant Personnel under this Contract or any Other Contract. No Participant Personnel are employees, joint employees or agents or otherwise under the control or direction of Loyola. Participant will in no way indicate, suggest, state or otherwise imply that any Participant 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 Participant Personnel. In no event will any Participant 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 Participant 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.** Participant will identify in writing the individual to whom Loyola will send any notices. Any notices from Participant to Loyola will be sent to the 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.** Participant agrees to comply in all respects with all Applicable Laws and all Applicable Loyola Policies. Participant 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, the Event or the duties, obligations or business practices of Participant. Participant 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. Participant agrees to ensure that all Participant 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, Participant 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.** Participant represents and warrants to Loyola: (a) that Participant is fully authorized and empowered to enter into this Contract and any Other Contract and perform hereunder and thereunder; (b) that Participant entering into this Contract and any Other Contract and performing hereunder and thereunder requires no further authorization or consent; (c) that Participant entering into this Contract and any Other Contract and performing hereunder and thereunder does not violate, breach or otherwise conflict with any contract between Participant and any other person, firm or organization; (d) that this Contract and any Other Contract, when executed and delivered by Participant, will be valid and binding obligations of Participant, enforceable in accordance with their terms, conditions and provisions; (e) Participant 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 the 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.** Participant 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 Participant 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.

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 property (collectively, “Dangerous Objects”). Participant acknowledges and agrees that no Participant Personnel will possess, display, and/or use any Dangerous Objects on Loyola property; provided, however, that employees of government law enforcement agencies who are required to carry firearms at all times are exempt from this prohibition.

19. **Taxes and Tax Exemption.** Participant will at all times, at Participant’s expense, be responsible for all applicable returns, reports, taxes and assessments arising out of the Event. Participant 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 and services rendered from the Event. Participant 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. 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 this Contract or any Other Contract, Loyola’s exempt purposes will control. Notwithstanding any contrary provision of 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. Participant acknowledges that Participant has not received or relied upon any tax advice, guidance or consultation from Loyola in connection with this Contract or any Other Contract. The parties acknowledge that the Loyola’s payments to Participant constitute reasonable compensation for Participant’s services contemplated by this Contract and any Other Contract. The provision by the Participant 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.** Participant 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”). Participant agrees to not act to impair the rights of Loyola in and to the Loyola Marks. Participant 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 Participant any right of ownership in the Loyola Marks, and Participant 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 may be modified or amended only by written contract executed by each of the parties, and any attempt by one party to 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 or services of any kind from or contracting with other vendors or service providers of any kind. All performance undertaken and payments made prior to the Contract 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. 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:**

By: ____________________________
Name: Jane Neufeld
Title: Vice President for Student Development

For **PARTICIPANT:**

By: ____________________________
Name: __________________________
Title: ___________________________
EXHIBIT A
Event Details

1. Contract Date: ________________________________________________________________

2. Participant: ________________________________________________________________

3. Participant Type (check applicable type):
   □ Non-Performance Vendor     □ Entertainer/Artist
   □ Speaker                   □ DJ

4. Participant’s Contact Person: ________________________________________________
   a. Phone: _________________________________________________________________
   b. E-mail: _________________________________________________________________

5. Address of Participant: _____________________________________________________

6. Loyola’s Contact Person: ____________________________________________________
   a. Title/Department: _______________________________________________________
   b. Phone: _________________________________________________________________
   c. E-mail: _________________________________________________________________

7. Address of Loyola: __________________________________________________________

8. Event (name, topic and/or type): _____________________________________________

9. Event date: __________________________________________________________________

10. Event location: __________________________________________________________________


12. Participant to report to: ___________________________ Time: _____________________

13. Total agreed price for engagement of Participant: __________________________________
   a. Deposit amount/due date (if any): __________________________________________
   b. Non-deposit/remaining amount/due date: ______________________________________

14. Expenses paid/reimbursed by Loyola (if any): ____________________________________