

CONTRACT ID#: 95294 (please refer to contract ID for all correspondence)

The undersigned ARTIST and PURCHASER agree to the following terms on: **March 30, 2018**

1. NAME OF ARTIST/EVENT: **Andy Gross**
2. PURCHASER INFORMATION: **Purdue University
Kasi Jones
610 Purdue Mall
West Lafayette, IN 47907
PHONE: 7654963627**
3. PERFORMANCE DAY(S)/DATE(S): **8/18/2018 to 8/18/2018**
4. PERFORMANCE PLACE: **Elliott Hall of Music- 712 3rd Street- West Lafayette, IN 47907**
5. ESTIMATED ARRIVAL TIME: **TBD Evening Event**
SHOWTIME: **TBD Evening Event**
TOTAL AMT OF TIME: **60 minutes**
6. AGREED PRICE: **\$4600**
Deposit of **\$0 to be sent with signed contracts.**
Balance of **\$4600 (see Additional Agreement Provisions).**
- All checks should be payable to: **Funny Business Agency, Inc. Our FED ID# 38-3227974**
7. LODGING: **No**
8. ADDITIONAL AGREEMENT PROVISIONS:
Rider: **Yes** (see any attached rider if yes)
Purchaser to provide Sound?: **Yes** Stage?: **Yes** Lights?: **Yes**
Purchaser agrees to email or fax signed contract within 5 business days to secure entertainment. Balance of **\$4600** to be mailed first business day following the event. The information on the attached addendum is incorporated as part of this agreement. Purchaser to provide professional sound and lights as well as requirements per artist rider attached.

AGREED BY FUNNY BUSINESS AGENCY, INC

AGREED BY OFFICIAL PURCHASER REPRESENTATIVE:

BY: *Michael Yoda* DATE: 3/30/18

BY: *M. R.* DATE: *4/4/18*

*per Approved by Beth Scott Contracting
w/ inclusion of Purdue University Speaker Addendum*

Addendum to Contract # 95294

- 1) It is understood that the ARTIST is an independent contractor and is not an employee of Funny Business Agency, Inc. and that the ARTIST shall have exclusive control over, and means, method and details of, fulfilling his obligation under this contract, except for performing time(s).
- 2) In the event of cancellation of this agreement by the ARTIST for any reason, Funny Business Agency, Inc., will attempt to arrange comparable talent that is acceptable to the PURCHASER. The PURCHASER understands that the fees for a replacement may be higher or lower than for the ARTIST and that a new agreement will be necessary to bind the replacement.
- 3) Funny Business Agency, Inc., agrees to refund to the PURCHASER any advances or deposits received from the PURCHASER in the event that the ARTIST cancels the contract and Funny Business Agency, Inc., cannot arrange comparable talent that is acceptable to the PURCHASER. The foregoing rights of cancellation shall be in addition to any other provision(s) regarding cancellation in this contract. Failure by the PURCHASER to present the engagement, except in a Force Majeure occurrence, does not relieve PURCHASER of obligation to pay in full.
- 4) 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 social security laws, worker's compensation insurance, income taxes, state employment insurance taxes or contributions, and public liability insurance.
- 5) Force Majeure: Notwithstanding any other provision of this agreement, in the event that the performance of any obligation under this contract by any party to this contract (ARTIST, PURCHASER or Funny Business Agency, Inc.) is prevented due to acts of God, any government restriction, wars, hostilities, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of any party, then such party shall not be responsible to the other parties for failure of performance in its obligations under the agreement. The terms of this clause shall not exempt, but merely suspend, any party from its duty to perform the obligations under this contract as soon as practicable after a force majeure condition ceases to exist. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay Artist the full amount of the guarantee set forth in this Agreement.
- 6) The parties agree that this agreement represents the full and complete understanding between them, and there are no other oral or verbal understandings except as set forth in this contract. Any controversies arising between the ARTIST and the PURCHASER pertaining to this contract shall be resolved by the courts of the state wherein the engagement was, or was to be performed.
- 7) The Official Purchaser Representative, in signing this contract, warrants that he signs as a properly authorized representative of PURCHASER and does not assume any personal liability for meeting the terms of the contract.
- 8) In the event that the ARTIST is required to place the collection of any sums due under this contract in the hands of an attorney for collection, or sums due are collected by suit or through a court bankruptcy, then the PURCHASER agrees to pay all court costs, interest and actual attorney fees incurred as a result of such collection efforts.

- 9) Funny Business Agency acts only as agent for Artist and assumes no liability hereunder and in furtherance thereof and for the benefit of Funny Business Agency, Inc., it is agreed that neither Purchaser nor Artist will name or join Funny Business Agency, Inc. as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either Purchaser or Artist.
- 10) Purchaser agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement(s), including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, all necessary first class sound equipment in perfect working condition including amplifiers, microphone(s) in number and quality required by Artist, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and Purchaser shall pay all other necessary expenses in connection therewith. This paragraph is further subject to any requirements set forth in Artist's production rider (if any).
- 11) In the event Purchaser fails or refuses to provide any of the items as herein stated, or fails or refuses to make any of the payments as provided herein or to proceed with the Engagement, Artist shall have no obligation to perform this agreement and shall retain any amounts theretofore paid to Funny Business Agency, Inc. or Artist in his/her behalf by Purchaser, and Purchaser shall remain liable for the full balance of the contract price herein set forth.
- 12) Purchaser agrees to pay any and all local, State and/or Federal rental, amusement, sales or other such taxes as required by law.
- 13) Purchaser agrees that Artist may cancel and terminate this contract and the services to be rendered hereunder for any reason and without liability, by giving the Purchaser at least thirty (30) days written notice prior to the first performance date. Artist agrees to refund to Purchaser any advances or deposits received from Purchaser in the event Artist cancels the contract pursuant to this provision. The foregoing rights of cancellation shall be in addition to any other provision respecting cancellation contained in this agreement.
- 14) Purchaser shall not itself, nor shall it permit or authorize others (including, without limitation, Purchaser or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise the lecture(s) (or any part thereof) and/or ARTIST at any time during the Engagement.
- 15) Artist's name, voice, logo and/or likeness may not be used as an endorsement of any product or service in connection with any commercial tie-up without Artist's prior written consent.
- 16) Purchaser hereby indemnifies and holds Funny Business Agency, Inc., as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fee, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of (a) Purchaser's negligence, act(s) or omission(s) or breach of this contract or (b) any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of the Artist.

AGREED TO BY:

DATE:

[Signature]
Per Approved by Beth Scott, Contracting
w/ inclusion of Purdue University Speaker Addendum

ANDY GROSS RIDER

REQUIREMENTS

- Quality microphone (prefer Shure brand with back-up mic on hand). Wireless or wired are both acceptable. If using wireless, please use new batteries. Sound system must be of professional quality adequate for the size of the room (no in-ceiling speakers without Artist approval).
- A METAL traditional mic stand with a round base, no legs
- A way to hook up an iPod near the stage and/or sound board. This is a very simple and common hook up. If possible, a backup CD player to have on-hand as well with an operator.
- Riser or stage MINIMUM of 18 inches high and 8' x 12'
- Dinner and dessert MUST be finished before Andy goes on. During the performance we also STRONGLY recommend that the employees stop clearing tables as well! We also suggest that a 5-10 min. warning be given prior to performance so the rest room, cigarette breaks, etc. can be finished before the show.
- No dance floor in between the stage and the audience. The audience should be as close to the stage as possible. No more than 3'x4' from the edge of the stage.
- (1) Small cocktail (or similar) table with a black cloth on stage. About waist high.
- (1) Armless chair

SUGGESTIONS FOR IDEAL PRESENTATION (NOT MANDATORY)

- Light colored curtain or drape behind the stage. Prefer to avoid black. Something lighter colored with a pattern to the fabric is best.
- Image magnification with camera operator to project some of the tricks up on a screen. It allows Andy to perform some really cool popular sleight of hand if there is a camera and screen available. **Recommended for larger groups when possible.**
- A way to turn down the house lights and keep the stage area well-lit. This is a nice touch as turning down the house lights is the universal sign for audiences to settle in and pay attention and it adds to ambiance of the show. **This is strongly suggested.** A well-lit stage makes a better experience for everyone.

Purchaser: _____

Date: _____

*Per Approval by Beth Lott, Contracting
w/ inclusion of Purdue University Speaker Addendum*

PURDUE UNIVERSITY

ADDENDUM TO CONTRACT

1) **Order of Precedence**

This Addendum is attached to and modifies the Engagement Agreement between Purdue University and **ANDY GROSS** (Artist) and is hereby incorporated into and made a part of the Agreement. All terms in this Addendum have the same definition as provided in the Agreement to which it is appended. In the event of any conflict between the terms and conditions in any conversations and or any other documentation and this Addendum, this Addendum shall govern.

2) **Compensation**

Purdue University, as a legal entity, is a higher education institution of the State of Indiana. The laws of the State of Indiana require that all payments for services and/or materials cannot be made until services have been rendered and/or the materials received; therefore, no deposit can be paid. The fee can be paid by University check as soon as possible upon conclusion of the Engagement.

For payment(s) made to a corporation, LLC, or other classification using a Federal Identification number, a completed and signed/dated IRS Form W-9 is required; it can be found at www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3

OR:

For payment(s) made to an individual, or entity using an individual's Social Security Number, a completed, signed/dated Purdue University Payee Certification is required; this form will be forwarded to the Payee when determination is made.

The enclosed Purdue University Payee Certification is made part of this agreement. It must be completed, signed and returned so that the fee may be paid.

3) **Non-resident Aliens and Federal Tax Withholding**

International artists and/or company members are subject to Internal Revenue Service (IRS) Federal Withholding Taxes at the rate of 30% of gross income unless a Central Withholding Agreement (CWA) or other IRS approved reduction or exemption from withholding certificate (e.g., W-8BEN) has been provided to Purdue University not less than 30 days prior to the performance date. See also www.artistsfromabroad.org

Individuals travelling under a *valid work visa* must apply for a U.S. Social Security Number (SSN). If denied, an Individual Tax Identification Number (ITIN) for solo artists or an Employer Identification Number (EIN) for organizations must be obtained.

Further information may be found at:

Tax Treaties <http://www.irs.gov/pub/irs-pdf/p901.pdf>

CWA: <http://www.irs.gov/businesses/small/international/article/0,,id=106060,00.html>

W-8BEN: <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

ITIN/EIN: <http://www.irs.gov/businesses/small/article/0,,id=97860,00.html>

4) **Insurance**

Purdue University does not name others as additional insured under our policies. Artist is to be paid for performing on our premises and is, therefore, expected to carry and maintain general liability coverage for such performance(s), performer(s), and/or company/enterprise members. **Artist will provide to Purdue University, at least ten (10) days prior to the Engagement, a Certificate of Insurance (COI) which provides evidence of the following coverages, which apply to acts arising out of this Engagement, including rehearsal periods and post-production periods.** Such coverage shall be with companies which hold a Best's rating of not less than "A", and shall be in amounts not less than the following:

- General Liability of at least \$1,000,000 per occurrence for bodily injury, property damage, and personal injury.
- Auto Liability of at least \$1,000,000 per occurrence (if providing own transportation for activities contracted in this Engagement)
- Workers Compensation per Indiana State statute

This certificate must include the name and date of the event, and list "The Trustees of Purdue University" as certificate holder.

Additionally, in regard to pyrotechnics:

- Purdue University Department of Safety and Security must be notified sufficiently in advance surrounding the event and must approve the event.
- The University has established standards entitled Fire Safety Standards for Pyrotechnic Displays. These standards must be complied with at all times.
- Any promoter or provider of pyrotechnics must agree by contract to provide Purdue and its Trustees with evidence of at least \$5 million in comprehensive liability coverage for incidents associated with pyrotechnics. Purdue and its Trustees must be named as an additional insured on the policy provided by that pyrotechnics vendor.
- The contract signed with the pyrotechnics provider shall include a suitable indemnity agreement by which the provider agrees to indemnify Purdue and its Trustees for any and all claims resulting from a pyrotechnics incident.

5) Indemnification

Artist/Producer agrees to indemnify and hold harmless Purdue University, its affiliates, officers, employees, and representatives from and against any losses, costs, damages and expenses resulting from claims for bodily injury or property damage or personal injury arising out of our engagement (including set-up, rehearsals, performance, and tear-down) at Purdue University, unless such bodily injury, property damage, or personal injury is determined to be the result of the sole negligence of Purdue University, its affiliates, officers, employees or representatives.

Where applicable by law, Purdue University agrees to indemnify and hold harmless Artist/Producer, their affiliates, officers, employees, and representatives from and against any losses, costs, damages and expenses resulting from claims for bodily injury or property damage or personal injury arising out of their engagement (including set-up, rehearsals, performance, and tear-down) at Purdue University, unless such bodily injury, property damage, or personal injury is determined to be the result of the negligence of Artist/Producer, their affiliates, officers, employees or representatives. Purdue University's obligation to hold Artist/Producer, their affiliates, officers, employees, or representatives harmless shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of the University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the University is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant in Indiana and all appropriate defenses had been raised by the University.

6) Conflict of Interest

An Indiana criminal statute (IC 35-44-1-3) prohibits public servants from knowingly or intentionally having a pecuniary interest in, or deriving a profit from, any Agreement or purchase connected with an action by the governmental entity which such person serves, with certain stated exceptions. Accordingly, if any person having any interest in Artist is an officer or employee of Purdue, disclosure of this fact must be made so that the possible application of this statute may be investigated.

7) Force Majeure / Cancellation

In the event that the performance of the covenants of this Agreement on the part of the Artist or University should be prevented by act of God; physical disability or illness of the Artist, death or life-threatening illness of an immediate family member of a key member of Artist; the acts or regulations of public authorities or labor unions, labor difficulties, lockout, boycott, strike; earthquake, flood, fire, accident, explosion, epidemic/pandemic; war, local/national acts or threats of terrorism, local/national state of emergency; interruption or delay of transportation service; weather conditions that render the performance impossible, **or any other mutually-agreed-upon cause** beyond the reasonable control of such party, such party will be relieved of its obligations hereunder

with respect to the Engagement so prevented on account of such cause. If the Engagement should be prevented for any of the foregoing causes, neither the University nor Artist will be under any obligation to present the Engagement at a different time. If Artist should cancel this Engagement for any reason not mentioned herein, Artist will reimburse University for all documented out-of-pocket expenses.

re Epidemic/Pandemic: Without limiting the foregoing, Artist understands and agrees that, for the purposes of this force majeure clause and agreement, the University as an instrumentality of the State of Indiana to which the legal and law-enforcement jurisdiction, emergency management, and life/health safety responsibilities have been delegated, shall have the sole right to determine whether or not there exists an epidemic/pandemic situation that should either limit public assembly at the University or the travel of individuals to or from the University.

8) Advertising

Artist agrees not to use Purdue University's logos and licensed trademarks without the expressed written permission of Purdue.

9) Campus Policies / Hospitality / Technical Information

Purdue University is an alcohol-free and tobacco-/smoke-free campus.

Recommended airport: Indianapolis International Airport [1.5 hours].

Local ground transportation: University regulations prohibit use of 15-passenger vans due to high risk of accident [rollovers].

10) Artist/Tour Sponsorships

University regulations do not allow sponsor signage on the stage of our performance venues; signage is allowed in the entry (lower) lobby of Elliott Hall of Music. However, University regulations prohibit all signage that includes brand name image or reference to the following: alcohol, tobacco, personal products [including contraceptives and anything of a sexual nature], and political activity. Purdue University has an exclusive contract with Coca-Cola for pouring rights and the right to promote cold beverages on the West Lafayette campus; any exceptions must be approved by Coca-Cola.

11) Sex Offender Registry Check Requirement

Purdue University is taking significant measures to protect students and children at Purdue. The University is taking the unprecedented position of expecting all providers of services and goods to fully cooperate with us in assuring a safe environment here at Purdue.

Artist and its subcontractor(s), if any, shall perform security clearance background checks on all Artist's and its subcontractor(s)'s officers, agents, staff, employees and volunteers assigned to have access to Purdue facilities (Venue) to identify whether any such individual is a registered sex offender pursuant to Zachary's Law, Ind. Code § 11-8-8 et. seq. or the equivalent law of the individual's state of residence. Artist shall not assign any individuals identified as registered sex offenders to perform work or services at the Venue. Purdue University reserves the right to immediately remove any individuals identified as registered sex offenders from the Venue. Artist shall be solely responsible for any costs associated with background checks and/or remedies. Purdue University reserves the right to require that additional background checks be made on any of Artist's and its subcontractor(s)'s officers, agents, employees or volunteers assigned to have access to the Venue.

Purdue reserves the right to perform a security clearance background check on any individual signatory to this Agreement to identify whether any such individual is a registered sex offender pursuant to Zachary's Law, Ind. Code § 11-8-8 et. seq. or the equivalent law of the individual's state of residence.

12) Governing Law/Exclusive Jurisdiction/Exclusive Venue

This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

13) General

In the event any party hereto pursues litigation to enforce this Agreement, then the prevailing party is entitled to recover reasonable attorneys' fees and court costs. If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect. This Agreement contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein. Amendments, modifications or changes of or to this Agreement must be made in writing and signed by a duly authorized representative of both parties. Artist may not assign any rights under this Agreement. Subject to the foregoing sentence, this Agreement shall be binding upon Purdue and Artist, their successors and assigns.

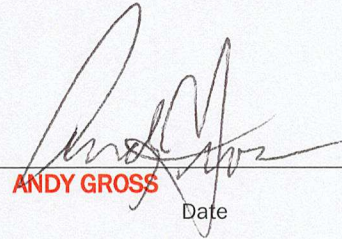
Accepted:

PURDUE UNIVERSITY

Date

ANDY GROSS

Date

 4/16/18