

**UNIVERSITY OF MISSISSIPPI  
GERTRUDE C. FORD CENTER FOR THE PERFORMING ARTS  
VENUE ADDENDUM – Revised April 2020**

This Venue Addendum between the Artist/Agent/Performer/Producer and the Ford Center (“Center”) is an integral part of the contract. The parties agree that this Venue Addendum is incorporated into the contract and agree that should any provision of the contract conflict with this Venue Addendum, the terms of the Venue Addendum control.

**METHOD AND FORM OF PAYMENT COMPLIMENTARY TICKETS:**

Payments are made by check and sent by regular US mail from the University of Mississippi, or presented after the performance as per the contract. Cash and Certified Check payments are not possible. Where the performer participates in box office revenue, the settlement will be made by check sent via regular mail. This could be as many as fourteen (14) days after the performance. Any charges related to damages or use of the facility incurred by the performer will be brought to the Producer’s attention to review prior to payment deduction from final proceeds.

Complimentary tickets shall be limited to twelve (12) only, or the number specified in the performance contract, whichever is lesser, with seating locations at the sole discretion of the Center. The tickets will be released 24 hours prior to the performance time unless the artist informs the Center and the Center approves the request. A reservation list must be conveyed to the Center no later than 24 hours prior to the performance time.

**MERCHANDISE SALES:**

The Center will retain 15% of all such sales. All such activity including placement of merchandise and signage shall be at the sole discretion of the Center. No tables will be placed in the lobbies of the Center without the permission of the Director of the Center. The Center can provide sellers on request by the Artist and provide a cash box for sales, but cannot provide a credit card machine. Ford Center lobby furnishings and appointments are not to be disturbed in any manner. Nothing shall be attached to any wall surface in the lobby or theatre spaces in any manner whatsoever.

**HOSPITALITY:**

Arrangements for meals are made with outside catering services. It is the responsibility of the performers to discard trash and keep the backstage area clean and clear of food waste.

Any and all food and beverage items provided by the Center are for on-site consumption, unless arrangements are made in advance for providing take-out containers. The Center will not stock buses or hotel rooms.

Alcoholic beverages are not allowed on stage or backstage, nor are they provided for the performers by the Center.

**WARDROBE AND DRESSING ROOMS:**

Dressing rooms and backstage areas are cleaned prior to all events. During performance runs access by cleaning staff is restricted to avoid potential damage to costumes, sets and props. It is the responsibility of the artist to keep this space clean and orderly. If special cleaning is required, please inform the Center and arrangements will be made to meet this need. Companies will be billed for excessive wear and tear or abuse of the facility and facility resources.

**Under no circumstances is smoking allowed in any area of the Center.**

When the Center provides laundry services, the Center will only launder clothing that is related to the production. Personal laundry is the sole responsibility of the cast and crew. The Center has two large capacity washing machines, two large capacity dryers, ironing board, iron, and one commercial grade garment steamer. Only distilled water is to be used in the steamer and iron.

**HOUSE CREW AND PRODUCTION SUPPORT:**

Volunteers, student assistants and paid professional Center staff support operations. Special care is taken to place volunteers and students in departments in which they will perform successfully.

At any time that the Center management observes any crew member idle during load in, show call and load out, and after discussion with the tour production manager, the Center will release all or portions of the local crew complement.

**HOUSE OPENING AND CURTAIN:**

The theatre will be clear and dark of any production activity and ready to open thirty minutes prior to curtain time for the event. Curtain time shall be at the time stated in the contract. The theatre is required by law to play a house fire announcement that also addresses recording devices and cell phone restrictions prior to the start of any performance. There will be a curtain speech by the Director to acknowledge sponsors and provide updates of Center activities.

**HOUSE SOUND EQUIPMENT AND LOCATION:**

Center sound and lighting installations are not to be disassembled, altered or tampered with in any manner. Performers shall work within the parameters of the Center’s technical capacities, and it is understood that the sound and lighting equipment in the Center is suitable and acceptable to the performer. The Center will have the final and sole authority to approve or change the manner in which the performer operates the Center’s systems. The Center shall determine acceptable sound pressure limits that shall be maintained throughout the performance.

**FORCE MAJEURE CLAUSE:**

Each party’s obligations to perform the agreement will be excused in the case of a Force Majeure Event.

A “Force Majeure Event” is defined as acts, omissions, accidents and events which are beyond the control of the party claiming Force Majeure and which prohibit that party’s performance of its obligations under this Agreement including, without limitation, (i) acts of God, (ii) strikes or labor disruptions in the area where the Event is scheduled to be held, (iii) civil riots or disturbances in the area where the Event is scheduled to be held, (iv) weather events in the area where the Event is scheduled to be held, (v) acts or threats of terrorism in the area where the Event is scheduled to be held, (vi) epidemics, pandemics or similar public health conditions/emergencies, which result in quarantine or similar limitations or restrictions on travel or congregation in the area where the Event is scheduled to be held, (vii) damage to the venue where the Event is scheduled to be held rendering it unsafe or unsuitable for giving of live entertainment performances and/or hosting events, (viii) national or local calamity, (ix) fire, (x) war, (xi) the acts or regulations of any public authority, (xii) or any other cause beyond the control of such party that renders such performance impossible.

If the Event is cancelled due to a Force Majeure Event, neither party is required to perform its obligations under the agreement and neither party is entitled to any claims against the other for losses or damages resulting from the cancellation of the Event except that the Producer/Artist shall repay the Ford Center any and all monies paid to the Producer/Artist by the Ford Center in the form of deposits, advances, or guarantees. Such repayment by the Producer/Artist shall be made to the Ford Center within thirty (30) days of the Force Majeure Event.

If the Event is cancelled due to a Force Majeure Event, neither party is under any obligation to present the Event at another time and place, but the parties nonetheless will engage in good faith efforts to reschedule the Event on an alternate date.

**FORD CENTER EXCLUSIVITY CLAUSE:**

The Ford Center is the sole sponsor of this engagement. Therefore, the artist (artists) shall not appear in any other setting - public, private or otherwise - nor shall the artist (artists) agree to meet privately with individuals back stage or in any setting in connection with this appearance absent prior approval of the Director of the Ford Center. This includes private social dinners, classroom appearances or other similar activities. Further, the artist (artists) shall not appear within 90 miles of Oxford, Mississippi (including the Memphis, Tennessee metro area) sixty (60) days prior to and sixty (60) days following the date of this engagement, unless negotiated specifically in the performance contract.

This addendum is part of any artist agreement with the Center and shall remain in force unless otherwise agreed to in writing by the Center.

Agreed to by Artist/Agent/Performer/Producer or their authorized representative:

Date:

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Agreed to by the Center:

Date:

Julia Aubrey, Executive Director of the Ford Center \_\_\_\_\_

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