This Addendum (this “Addendum”) amends and is hereby incorporated into the Agreement (the “Agreement”) made by and between Princeton University Class of [_____] (“Class”), and ___________________ (“Artist/Performer”), and is effective as of this _____ day of ________________, ______. The Trustees of Princeton University (“University”) is a third-party beneficiary to the Agreement and this Addendum, and has imposed certain limitations and restrictions upon Class in connection with Class’ hire of Artist/Performer pursuant to the terms and conditions of the Agreement and this Addendum (the “Engagement”). If any conflict or inconsistency exists between the terms of the Agreement and this Addendum, the terms of this Addendum shall control and govern.

For good and valuable consideration, the parties agree as follows:

1. **ENGAGEMENT:** Artist/Performer will appear at [insert venue of engagement] on [insert date of engagement] from [insert start time of engagement] to [insert end time of engagement] to [insert description of engagement] (the “Performance”). Additional Engagement details: _______________________________________________________

2. **PROPERTY DAMAGE:** Neither Class nor University will be responsible for any property of Artist/Performer. Should any damage to Class and/or University’s property, including but not limited to facilities or equipment, (a) be caused by Artist/Performer or Artist/Performer’s employees, agents or guests, or (b) be incited or encouraged by Artist/Performer or Artist/Performer’s employees, agents or guests, Artist/Performer will be responsible for the costs of repair or replacement and will reimburse Class and/or University, as applicable, immediately upon presentation of a certified statement of such costs.

3. **SECURITY AND ARTIST/PERFORMER’S CONDUCT:** Artist/Performer will comply with all security measures and procedures adopted by University. Artist/Performer agrees not to engage in or encourage audience participation in behaviors that in any way threaten or endanger personal safety or security, including but not limited to stage diving, crowd surfing, floating or moshing. Artist/Performer agrees not to enter the audience at any point during the Performance, nor invite or encourage audience members to come onto the stage, unless previously approved in writing by Class as part of the Performance. Artist/Performer acknowledges that such behaviors significantly increase the risk of injury to patrons. Artist/Performer will be responsible for any and all damage or injury arising from any such incident, and acknowledges that such conduct triggers Artist/Performer’s obligations under Paragraph 7 below.

4. **ACCESS AND ALCOHOL:** Class will NOT PROVIDE Artist/Performer or Artist/Performer’s employees, agents or guests with access to any Reunion event (other than for the Performance) or any alcoholic beverages.

5. **PROMOTION/USE OF PRINCETON NAME OR MARKS:** Artist/Performer may never use University’s name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of University’s Office of Alumni Affairs. 2

6. **MERCHANDISE:** Artist/Performer will not sell any products which refer to, or in connection with, the Engagement, including but not limited to the sale of CDs, records, tapes or other mementos, unless agreed upon in writing by University’s Office of the Alumni Association. 3

7. **INDEMNIFICATION:** Artist/Performer will defend, indemnify and hold harmless Class, University and their respective officers, employees, trustees, agents and representatives from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney’s fees and costs, sustained or alleged to have been sustained as a result of (a) any activities of Artist/Performer or its employees, independent contractors, invitees or agents in connection with the Performance, as well as preparation for, support during, breakdown after and/or transportation in connection with, the Engagement; and (b) any activities of Class or University taken at the direction of Artist/Performer. Artist/Performer’s obligations to defend, indemnify and hold harmless, as set forth above, are not extinguished or limited by Class or University being alleged or found to be

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1 If the details of the Performance are set forth in the Agreement, this provision can be replaced with the following: “The parties agree to the venue, date, time and other details of Artist/Performer’s performance (the “Performance”) and the Class’s payment obligations set forth in the Agreement.”

2 Note to Classes: Any use by Artist/Performer of Princeton University’s name or trademark requires prior approval from the Office of Alumni Affairs.

3 Note to Classes: Any sale of products on campus requires prior approval from the Office of Alumni Affairs.
partially negligent (including actively negligent), unless University is proven to be solely negligent, in which case such obligations are extinguished.

University will not defend or indemnify, and will not agree in advance to hold harmless, Artist/Performer under any circumstances. There will be no limitation of Artist/Performer’s liability except as set forth in this Paragraph.

8. **INSURANCE:** If the Performance is to be held on University property, Artist/Performer agrees that it has or will acquire prior to the Performance Commercial General Liability insurance coverage for personal injury, bodily injury and property damage with a minimum combined single limit of $1,000,000 per occurrence/aggregate.

All such policies must be underwritten by a carrier rated at least “A-” in Best’s Key Rating Guide. “The Trustees of Princeton University, including its officers, employees and agents” must be named as additional insureds. Certificate(s) evidencing the above insurance coverages—with a statement that University is an additional insured and that the insurance afforded is primary insurance as to any other valid and collectible insurance in force—must be sent to University’s Office of Alumni Affairs, P.O. Box 291, Princeton, NJ 08542-0291, before the Performance begins.

Artist/Performer is solely responsible for payment of premiums and deductibles for all of the required insurance. Should any of the required insurance policies be cancelled or materially changed, Artist/Performer will provide thirty (30) days prior written notice to University’s Office of the Alumni Association. Artist/Performer will NOT ENTER upon University property to perform hereunder unless Artist/Performer is insured in accordance with the above requirements. Artist/Performer will indemnify University for any loss suffered by Class and University for the failure of Artist/Performer to be so insured.

Artist/Performer shall assess its own risk hereunder. If Artist/Performer in its sole discretion deems it appropriate and/or prudent, Artist/Performer shall maintain higher limits and/or broader insurance coverages than the minimum required by University above. Artist/Performer shall not be relieved of any liability or other obligations hereunder by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types.

[Artists/Performers who are deemed to be amateur entertainers (garage bands, groups who play for a hobby) are not required to provide proof of general liability insurance and this Paragraph 8 can be deleted. The final determination of whether the Artist/Performer qualifies as an amateur entertainer will be made by the Risk Management department and all inquiries should be channeled through: Missy McGinn, 609-258-3349; hmcginn@princeton.edu.]

9. **APPLICABLE LAW/VENUE:** All disputes regarding the construction, interpretation and the parties’ obligations under this Agreement will be governed by the laws of the State of New Jersey, notwithstanding any of that state’s laws to the contrary, regardless of the location of the Engagement. The venue and jurisdiction for the resolution of any such disputes will be Mercer County, New Jersey.

10. **MISCELLANEOUS:** Artist/Performer warrants that it will comply with all federal, state and local laws as well as University policies applicable to its performance hereunder, including but not limited to those relating to nondiscrimination, equal employment opportunity, and affirmative action. The representative of Class signing this Addendum warrants that he/she is a duly authorized representative of Class and does not assume any personal liability. The representative of Artist/Performer, if any, signing this Addendum warrants that he/she is a duly authorized representative of Artist/Performer. Class and Artist/Performer warrant that entering into this Agreement is not restricted or prohibited by any existing agreement to which they are parties.

11. **SURVIVAL:** This Paragraph and Paragraphs 2, 3, 5, 7, 8, 9 and 10 hereunder will survive the termination of this Addendum and the Agreement for any reason.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their respective authorized representatives as of the date first set forth above.

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**Princeton University Class of [____]**

By: ____________________________
Name: __________________________
Title: __________________________
Address: __________________________

**Artist/Performer**

By: ____________________________
Name: __________________________
Phone: __________________________
Email: __________________________
Address: __________________________

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4 If Paragraph 8 is deleted, references to Paragraphs 9 and 10 should be changed to Paragraphs 10 and 11.