

UCA ARTS RIDER

Any contract or agreement to which the University of Central Arkansas ("UCA") is a party shall be deemed to have the following provisions incorporated by reference:

(1) "Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature."

(2) "Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:

(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;

(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;

(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon.

UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.

Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA."

(3) "The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage."

(4) "Remedies; Force Majeure: In addition to any remedies UCA may have at law or in equity, UCA shall have no obligation or liability to Artist for payment of the compensation provided for herein nor shall UCA be obligated to reschedule the Performance(s) if the Performance(s) is prevented by (i) Artist's failure for any reason to be available for the rehearsal(s) or Performance(s) provided for herein or (ii) by accident, riots, civil unrest, insurrection, war, terrorist act, act or order of any public authority, strikes, lockouts, other labor difficulties, fire, flood, epidemics, natural disasters, acts of God, widespread power shortages/outages or other conditions or events, similar or dissimilar, or any threat thereof, beyond UCA's control.

If, as a result of the circumstances set forth in the preceding paragraph, UCA cancels all Performance(s) hereunder prior to Artist's commencement of travel therefor, any sums advanced or paid to Artist will be returned to UCA with the exception that if such cancellation is due to causes beyond artist's control, paid non-refundable airfare that cannot be recovered need not be refunded."