

**Contracts and Riders Readers Responses; Southworth Update;  
Free Speech Update.**

March, 2002

This month, I will share some readers comments on the contracts and riders topic. I will also give you some updates on some other issues we have been discussing.

First, I should mention that I will be hosting another discussion at this month's APCA conference in Jacksonville, Florida, the weekend of March 7-10, 2002. Some of the topics we will be covering at the upcoming APCA conference will be the Supreme Court decision in Southworth v. Board of Regents, sexual harassment on campus, free speech, contracts and riders, risk management, and whatever other issues happen to come up.

Our goals for the discussion will be to update you on these issues and to try to get some of our new additions to the campus market up to speed. I hope to see some of you there.

Lastly, before we get to this month's updates, I want to add one more personal note. I have an agent. Gina Kirkland of Kirkland Productions has been kind enough to agree to represent me for booking lectures. If any of you would ever like to talk to Gina about booking me for a lecture seminar at your campus or business, you can reach her at (214) 264-4651 or [gina@kirklandproductions.com](mailto:gina@kirklandproductions.com). Kirkland Productions is on the web at <http://www.kirklandproductions.com>. The address is 3305 Dibrell Dr., Plano, TX 75023.

Meanwhile, lets get back to work.

Readers' Comments on Contract Riders

First, I wanted to share with you a couple of the email responses I got on the riders issue. I picked one response from an activities director and one response from an agent to represent the general gist of most of the responses I got. I think it is important for each side to listen to the other side and try to understand why they are saying what they saying.

First, a letter from a campus activities director who, like many of you, was "fed up":

Dear Mr. Lambert,

As a professional who deals with entertainment contracts/riders on a daily basis, I would like to see certain limitations or restrictions applied to the practice of outrageous demands in riders. I would like for colleges to perhaps have their own riders that agents must agree with (i.e. maximum amounts for airfare or "shared travel"). For example, I recently had a run-in with an agent/artist who keeps adding things to his/her "shared travel" request. I think it would have ultimately been less expensive to pay for an isolated date. I won't work with this agent/agency in the future because of this circumstance...I think it is time that schools stand up for themselves (and their budgets) and make some sort of united front against these crazy demands and the agents/artists making them. I've gotten to the point that I simply won't book acts who make these kinds of requests...

Signed,

Fed up!!

Next, a letter from an agent who feels like she is being persecuted unfairly:

Dear Mr. Lambert,

I want you to know that I have to agree with you when you say that there have been abuses of contract riders. But a lot of the problems are due to the misunderstanding of the law by both agents and school administrators...A good agent will tell you that a contract rider is a necessity, because we have no way of knowing things like the exact dimensions of the room where our artists are supposed to set up, or how much travel is going to cost. Add to that variables like shared travel expenses for block bookings and you can see that we use riders because we simply don't know what the final costs or dimensions or whatever are...While some agents have abused the riders, most do not. Used properly, they make everybody's job a lot easier!

I think that both of our writers are correct. First, we should note that, even though we have all heard the horror stories time and time again, rider abuse is still the exception, rather than the norm. And, like them or not, they are an absolute necessity in some cases. But, by exercising some patience and taking some precautions, rider abuse can be nearly eliminated. More importantly, it can be eliminated without taking such drastic steps as writing draconian clauses into schools' contracts and starting a "battle of the forms," as several readers suggested.

We will definitely be back to the subject of contracts and riders again. But first, I want to give you a couple of quick updates.

## SOUTHWORTH UPDATE

The Oyez Project (<http://www.oyez.com>) has put the Oral Arguments and the Opinion of the Supreme Court in the Southworth case on the Internet. You can log on to the Oyez website and listen to the Oral Arguments of the attorneys in the case and the Opinion of the Court using RealAudio, or any other similar web-enabled audio program.

The Opinion of the Court can be found at:

<http://oyez.nwu.edu/dynaram.cgi?>

case\_id=756&resource=98-1189op\_x123.rm

The Oral Arguments in the case can be found at:

[http://oyez.nwu.edu/dynaram.cgi?  
case\\_id=756&resource=argument.rm](http://oyez.nwu.edu/dynaram.cgi?case_id=756&resource=argument.rm)

I highly recommend listening to these files. Not only are they a great way to get a rare view into the inner workings of the Court, which is always interesting, they are also a great way to get some insight into the reasoning behind the Court's Opinion in that landmark case.

In the Oral Argument on Southworth, the Court presents counsel for both sides with several poignant questions and hypothetical situations which any director of student activities would find very useful in understanding and following the Court's Opinion. Indeed, some of these hypotheticals could prove to be prophetic of a future case. As I have said before, future lawsuits on this issue are almost guaranteed.

## FREE SPEECH IN UNIVERSITY-SPONSORED EMAIL UPDATE

Last year, we discussed the case of Mary Pichelmann, the woman who filed suit against the University of Wisconsin at Milwaukee for forcing her to remove a Gloria Steinem quote from the signature line of her university-sponsored email. Although the case struck a heated debate in our forum, it didn't go very far in the United States District Court. Last October, U.S. District Judge Rudolph Randa dismissed Ms. Pichelmann's lawsuit, finding that the quote was "vulgar" and "inappropriate". Well, it appears only Gloria Steinem and I believe otherwise (there's something I never thought I would hear myself say). Ms. Pichelmann's attorneys have stated an intent to appeal.

We will almost certainly revisit both of these important issues again sometime soon. In the meantime, I hope to see some of you in Jacksonville.

Email me at:

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You can also contact us via "snail mail" by writing to:

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