



Chapter Nine

Purchasing and Contracting Entertainment

The process of purchasing and contracting entertainment is one of the least understood and most troublesome aspects of producing a campus activities event, yet it does not have to be that way. Through appropriate preparation and planning, your programming board can start from a secure foundation upon which good negotiations and a “win-win” contract can be built. The result of being an educated buyer in the campus programming market is the production of successful programs and events.

To help you reach this goal, you will need to learn how to use an artist’s contract and the negotiation process as a tool for creating a well-run event. As you talk with the artist or agency, both of you have the opportunity to benefit from an atmosphere of teamwork and mutual consideration. It is from this spirit that all successful events develop. This chapter discusses the various steps necessary for you and the artist, or agent, to develop a spirit of teamwork.

The first step is yours—that being to develop a detailed calendar and a budget for the semester or programming year (See Chapter Two, Examples 2.3 and 2.5). This budget will tell you how much money you can spend for each proposed event on your calendar. From your programming calendar, you will know the

types of events you need to program. Ideally, your programming calendar will have been created on the basis of one or more of the survey, or assessment, methods described in Chapter Three. These assessments will have taken into account your organization’s mission, goals and objectives. All these items will help shape your programming choices and, at the same time, help your organization make the wisest programming choices.

Once you have a budget that shows how much your organization can afford to spend in the form of artist fees, transportation and hospitality expenses, you are ready to begin your search for entertainers, lecturers or novelty events to fill the open slots on your programming calendar. With this detailed information, your organization can eliminate from consideration those acts that are too expensive or that do not fit your current mission and goals. At this point, you are ready to preview artist showcases at events like the NACA National Convention and NACA regional conferences, among others. In addition, it is very likely your organization has been receiving artists’ promotional packets, CDs or videotapes. These resources can help you narrow down choices even further. Another source of potential artist listings include the *NACA Mem-*

Next, you will want to get a sense of the performer's general date availability, and at the same time see if they will be in your region of the country around the time you would like to bring them to campus. To assist in gathering this information you will want to review the Tour Schedules and the Artist Performance Reports published by NACA to help generate names and ideas for potential artists. From the Tour Schedules, which NACA publishes online, you can get a sense of the attraction's availability and search for acts that already have contracts with schools that are close enough to form a block booking (see "Utilizing NACA's CO-OP Buying Process" later in this chapter for more information). In the Artist Performance Reports, you can read other schools' evaluations of various NACA member artists. In addition, you should also do an Internet search to see if the artist or agent has a Web site. By visiting a site, you may be able to download additional information about an artist's availability.

Potential Artists/Attractions Worksheet

Event Name: _____

Proposed Event Date(s): _____

Artist/Attraction	Date Fees (based upon agent's description or artist's promo)	Proposed Availability	Venue Venue	Availability
_____	_____	_____	_____	_____
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Reminder: Please keep in mind that artist and venue date availability are always subject to change, so be sure to remain in close contact with both your school's scheduling office and the artist's agent when it appears you have serious interest in a given act performing within a specific venue.

To help you keep track of all this information, you will want to create a worksheet that lists artist or attraction fees, potential date availability, proposed campus venue for the event and venue availability. An example of how this form might be designed appears in Example 9.1.

Getting the Best Price—Utilizing NACA's CO-OP Buying Process

To get started, review the CO-OP Buying/Tour Schedules published online by NACA. This list represents the current tour schedules for hundreds of programs you may have an opportunity to cooperatively book. The Tour Schedules may provide you with information on pre-existing “anchor” dates around which you can build a block of CO-OP dates.

CO-OP Buying is not and should not be “impulse buying.” CO-OP Buying is an opportunity for your programming board to make informed decisions based on the needs of your campus. There may be a specific event or two (Parent’s Weekend, Homecoming, etc.) for which you know you need a specific artist or program. Make a list of the top 10 kinds of events you plan every year and plan on CO-OP booking five of those events while on site. After making the connection with NACA associate members on site, you can book dates through the CO-OP Buying process year-round. You also may be able to get support from your

on-campus constituents to spend up to a specific dollar amount.

You will need to have the following items in place before trying to book any CO-OP dates:

- Calendar that lists all special events, breaks, athletic events, etc.
- Information on your campus facilities where you present programs and the dates that they are available. You might even want to put a “hold” on certain dates, if your campus policies allow you to do so.
- A copy of your programming budget so that you can keep track of all commitments you may make or firm leads you may establish as they relate to the money you have available.
- The ability to be flexible. Not everyone can have the same artist during the first week of a particular month. The key phrase in Cooperative Buying is the ability to cooperate with other schools and with the artist/agency so that everyone benefits.

TIP:

The success of CO-OP meetings depends on you. The more prepared you are at these meetings the quicker business will get done. Meet with other schools in your area and work with the associates during the Campus Activities Marketplace time to get tentative blocks set prior to the meetings. At the meeting, all you will have to do is make them official. Also, make sure to set times for your delegation to meet as a group during the Convention or regional conference to discuss artists that you may be interested in pursuing. With the group's support, you will be able to come closer to solidifying your commitment to contracting a particular artist or program. So, go ahead and decide when you can hold delegate meetings while on site, write them in your schedule, and inform the rest of the students who will be going to the Convention or regional conference with you.

CO-OP Fundamentals

Several unique terms are used in the CO-OP Buying process on site at NACA events. As a delegation, your programming board members will need to understand the different levels of commitment schools will be able to express while investigating potential CO-OP dates. “SI” stands for Strong Interest and indicates a school is very interested in the act/artist; however, no formal commitment has been made. “CB” means Commitment to Block and indicates willingness on the part of a school to commit to the present act/artist if a block forms. “CR” stands for Contract Requested on Site. It means a school has agreed to contract with the act/artist. This does not mean you need to sign a contract at the Convention, conference, or festival. However, understand that you are making a written request for one. When the agency signs a CO-OP Buying Form with “CR” indicated, it has accepted your offer.

To ensure that your programming board makes the most of the available CO-OP Buying opportunities when attending NACA Conventions and regional conferences, attend all showcases and stay for their entirety. There are many different artists and attractions represented in each showcase, so keep an open mind and look for things that will satisfy the various needs of your campus. While you are doing this, NETWORK! Meet with other schools before CO-OP meetings and get to know what interests you might share. Schools can save thousands of dollars if they are prepared to do business together. Informal networking opportunities result in actual CO-OP Buying business during regional Cooperative Buying meetings.

You can accomplish the same CO-OP Buying goals throughout the year by following the same steps of program exploration, school networking and date negotiation via telephone calls, e-mails and faxes with other schools and agents or artists.

CO-OP Follow-up

Schedule a CO-OP update meeting with your board as soon as you return to campus, or as soon as a potential block has formed if you are CO-OP booking with other NACA schools on your own. If you are not able to obtain permission from your program board or your senate to commit to a contract while you are on site or in negotiations, this meeting can give you the opportunity to finalize your plans. Involve all parties needed to provide approval. Dates discussed at the Convention, regional conference, or on your own will disappear quickly! For this reason, contact all agents to whom you talked within two weeks of returning to campus, or after initiating your own CO-OP negotia-

tions. Follow up on all CO-OP forms that you submitted at Conventions or regional conferences and let the agencies know when you will be able to give them a “yes” or a “no” on the dates in question. Finalize all negotiation activity that you may have done. Complete the communication loop.

Shortly after the Convention or conference, review the CO-OP Buying Final Report information that will be mailed to your school. Look to see if any activity formed in your area on any additional artists. Even if you did not submit a form on site, you may be able to save some money by joining a block after a Convention or regional conference.

This is also the time for your programming board to follow-up on any signed CO-OP forms. Your board must do this during the specified post-Convention or post-regional conference time frame to guarantee prices.

Negotiating the Deal

The Basics of Contracts and Riders

Now that you have previewed talent from showcases or promotional materials available at the booths of agencies and self-represented artists, met with your delegation and generated a list of potential artists you are considering bringing to campus, and attended orientation to learn the intricacies of NACA's CO-OP Buying Process, it is time to begin to discuss the specifics of the deal. Please note that the steps described in the following paragraphs apply equally to purchasing entertainment outside of an NACA event. It is very likely you will have already established a price with the agent or artist before requesting a contract or before submitting a CO-OP form to NACA. Before either of these steps, you will have established how much your programming board could spend. Your Budget Request/Event Proposal Form discussed in Chapter Two, if approved as submitted, will give you these figures (See Example 2.1). When you discuss the specifics of hosting the artist or attraction, you will then be presented with a copy of the performance contract. The first time you read this agreement, its associated riders, and other attachments you will very likely be overwhelmed. However, by understanding basic elements of a contract, you can minimize your confusion.

To begin, a contract can be defined as a written agreement between an artist, or agent, and your school. This agreement details the rights and responsibilities between the artist/agency and your school. In order for a contract to be a valid and enforceable legal document, the six elements of a contract must be fulfilled. According to Matthews (1987) these elements are

- an offer by one party and acceptance by the other or counter offers and acceptance
- both parties must be legally capable of entering into an agreement
- legal consideration or a specified amount of money
- forms on which the document is written
- genuineness of consent with no errors or misrepresentations by either party
- the document contract must be for a legal purpose (p. 39).

In addition, the contract will give specific technical and artist requirements in separate documents that supplement the contract. These documents are known as technical, artist and sponsor (school) riders. The contract spells out the broad terms of your agreement with the agency and artist, while the riders contain information for the specific performance your programming board is considering.

As you began your discussions with the agent in the Marketplace booth, or on the telephone, you will have covered the most basic elements first:

- location/venue requirements
- the artist's fee, the artist's availability for block booking (i.e. CO-OP Buying)
- specific technical requirements (i.e. sound and lighting systems and stage size)
- other artist requirements (performance supplies, food, lodging or hospitality, for example)
- travel expenses
- any deposit requirements

When you actually sign the agreement, most of these items will be detailed in one or more of the contract riders. For example, the technical rider tells your programming board what kinds of staging, sound and lighting systems are necessary for the performance to take place. The artist rider will spell out the particular needs the artist has, and these can include items such as the number of dressing rooms and facilities required for the artist(s), food/meal needs, and the number of road crew required for load-in/load-out and stage set-up. The sponsor rider will be attached by your school and serves to protect the interest of the school.

For these reasons, the programming board advisor should always review any contract sent to the programming board before it is signed. Also, you should assume that your school's legal department will have to review the contract before your programming board can commit to any of its terms. By allowing for plenty of negotiation and review time for the contract negotiation process, you will save yourself and your fellow programmers unnecessary stress and concern. It is essential that you are very clear with the artist or the artist's representative about the contractual limitations at the beginning of the contract negotiation process. Hopefully, before you reach this point, you will

have already discussed many of the specific requirements with the artist's representative.

One additional item your programming board might need to consider is taxes. Some artists may request an amount as net pay (after tax). Of course, any tax payments of this kind would have to be made through your school's accounting office and would probably have to be cleared through your school's legal counsel. Consult your advisor if an agent or artist makes any kind of request like this and let the agent or artist know you will need to gain special approval(s) for their request.

Sponsor Rider

Your school, as event host, will probably add a sponsor rider. This document will spell out the specific conditions under which the performance will take place on your campus. Most colleges and universities have standard sponsor riders required for any artist or agency you may bring to the school. Typically a sponsor rider will also spell out any applicable state, local or college regulations, will clarify that the artist is a private employee; will specify payment methods and all other financial obligations; and will contain provisions for program delays, illness or cancellation, including indemnity clauses specifying who is legally liable for any damages or injury that may result from, or during, the event or performance. These sponsor riders protect your programming board and your school.

Artist Riders

Because you will be expected to fulfill any and all obligations spelled out in the contract riders, it is absolutely necessary that you request copies of these early on in the negotiation process. By carefully reviewing the riders with your advisor and sometimes with your school's legal counsel—and asking questions as needed—your programming board can determine important things such as whether or not your proposed venue is capable of hosting the event.

As previously mentioned, one of the purposes of a contract rider

Before making or accepting a formal offer, either orally or in writing, you need to be sure your programming board can meet all of the major contract requirements and can cover the expenses contained in the contract and rider. At this point the absolute non-negotiable items must be made clear.

is to communicate all the technical and performance needs of the artist. A rider can address any number of performance-related requirements, and because of this fact, it may well include "hidden" costs for your programming board. The up-front costs of the artist's fee, transportation and hotel accommodations are usually easily estimated, and even a novice programmer would think to discuss these costs with the artist's agent. Other costs, however, are not so obvious and can threaten an otherwise adequate event budget. These costs can include

- the number and types of meals required for the artist and his or her assistants, personal manager and others
- technical requirements that require the rental of specialized lighting or sound equipment
- who will set ticket prices for the event
- how many seats, if any, will be available for press or complimentary tickets
- whether the artist is entitled to a percentage of the box office proceeds

Before making or accepting a formal offer, either orally or in writing, you need to be sure your programming board can meet all of the major contract requirements and can cover the expenses contained in the contract and rider. At this point, the absolute non-negotiable items must be made clear. For example, if you absolutely cannot provide a 40' x 40' stage and the artist will accept nothing else, there is no point in making an offer when you know you cannot fulfill the obligations.

Again, as with everything else involved in the contracting process, ask questions about any requirement or request that you do not understand. Also, keep in mind that your programming board does not have to agree to every condition or request simply because the artist has included it in a rider. Everything in a contract is negotiable, but you must discuss any proposed changes to the contract or its riders before signing it. Be sure you document all discussions and changes accordingly.

Rights and Responsibilities of Sponsor

Your programming board has an obligation to communicate openly and honestly with artists and agents and to complete all artist requests before the performance. In addition, there are at least three other situations that must be discussed with an agent before you sign a contract. They include the following:

- Commercial Tie-Ins/Event Co-Sponsorships—You will need to let the artist's agent know if you are planning to co-sponsor the event with any other on- or off-campus group. The artist may have contract requests regarding billing on a marquee or other name recognition

concerns. If you plan on producing event souvenirs that include the artist's name or picture, you must get the artist's approval beforehand.

- **Opening Acts**—It is customary for a headlining act to have final say on the choice of any opening act. If you have already signed a contract with the headlining act, be sure to get approval before signing a contract with an opening act.
- **Program Content**—Openly discuss any concerns your programming board may have regarding the content of an artist's performance. It is much better to select an artist whose material is suited to your audience's tastes, or your school's requirements, than to expect an artist to radically alter his performance for your event.

Rights and Responsibilities of the Artist

The single most important responsibility an entertainer has is to perform to the best of his or her ability. The contract gives the artist certain rights to help ensure his or her ability to meet this obligation. These rights also exist to prevent anyone from altering the manner, form or content of their performance.

Artist responsibilities include the following:

- **Guild/Union Jurisdiction**—The artist is expected to respect the requirements of any guild or union with jurisdiction on the campus or in the venue. A guild or union is a collective bargaining labor organization that negotiates minimum wages, working conditions and terms for all its members, which must be respected by any employer whose business is considered under guild/union jurisdiction.
- **Cancellations**—It is the artist's responsibility to communicate any events such as sickness, double bookings, or more lucrative engagements as soon as he or she becomes aware of them. Be aware that some artists include a "television clause" in their contracts, which allows them to cancel a date if an opportunity to appear on television arises.

Acts of God/Natural Disasters

Virtually all contracts address the occurrence of an "act of God," which would render it impossible for either the school or the artist to carry out the performance. This category traditionally includes effects of government action or laws; labor unions; strike; civil upheaval or war; epidemic; the interruption or delay of transportation service; natural disasters such as floods, hurricanes, tornadoes or fire; or any other event beyond the control of the school or the artist.

Making Changes to a Contract or a Rider

It is very likely that in the course of your negotiations with the artist or agent, you will need to remove or change one or more requirements within the contract or one of its riders. Usually this action will be based on advice from an advisor or will be a requirement of your school's legal department. In making these changes, Strauss (1991) recommends the following method:

- Make two copies of the entire document, including any riders.
- Review one copy of the contractual package and identify for yourself needed alterations.
- Contact the agent and discuss your concerns and/or ideas—also inquire as to any questions/concerns regarding the sponsor rider.
- Come to an agreement on the change.
- Mark the change on the original contract.
- Return the contract to the agent for his/her initials.
- Maintain the 'clean' copy of the original for your records (p. 40).

TIP:

Interested in upgrading your CO-OP interest level on site once a form is turned in?

Moving "up" to the CR or CB level helps the entire CO-OP process work better, but be aware of the commitment you are making if you do so. Once you "upgrade" to one of these levels, you cannot "downgrade." Other schools and the particular act are counting on you to be a part of the block so that everyone gets the routing and pricing they need. Discuss upgrading with your delegation and have an advisor review any contract before you do so. Make sure to use the Campus Activities Marketplace time to discuss ALL contract and rider requirements for the program with the representing agency before you upgrade to a CR or CB. Be an informed consumer! (Note: Sample copies of contracts and riders for all showcasing artists and alternates can be found in the CO-OP Buying Center in the Campus Activities Marketplace.)

Ethical Considerations

To help prevent broken agreements and to ensure goodwill, both you and the artist or agent with whom you are dealing should strive to conscientiously adhere to the widely accepted ethical principles described below. Please note that the term “agency/attraction” is defined as any act, artist, performer, speaker, individual, group, product or service that is either self-represented or represented by an agency.

As a programming board member, you should negotiate potential agreements only if you have the authority to do so. When discussing potential performance dates with agents, return telephone calls and answer any correspondence promptly (i.e. letter, fax or e-mail). Agents/attractions expect you to respond promptly to offers and, if you are accepting or declining an offer, to be clear and explicit about your intentions. As a programmer, promptly sign and return all contracts, riders and addenda, and, once again, be clear about who has the authority to sign agreements, etc. During the negotiation process, be certain that offers, acceptances, revisions and requests for information are expressed in writing to ensure clear understandings.

Never sign an agreement without thoroughly understanding all parts of it. Programmers should be clear about the methods and timing of payment during negotiations and in the contract. For your own protection, specify all activities and expectations of the attraction in writing—the agency or firm is responsible for informing the attraction of your school’s expectations.

When dealing with any agency, you as a programmer have a right to expect that anyone acting on behalf of the agency/attraction will negotiate potential agreements only if they have the authority to do so. You also have a right to be informed by agencies/attractions about exclusive and non-exclusive representation rights, arrangements or agreements. The agency/attractions should return your telephone calls and answer your correspondence promptly. As a programmer, you deserve to have a clear understanding about who in the agency/attraction has the authority to sign agreements, approve changes, etc., on behalf of the artist/attraction. In addition, an attraction should be able and willing to fulfill the elements of any offer made to a school and, if an offer is conditional, make such conditions clear to the school member during negotiations. Agencies/attractions who sign contracts on behalf of an artist are responsible for honoring the agreement unless the contract specifically states otherwise. Likewise, school programmers have a right to be promptly informed if any contract requirement cannot be fulfilled by agencies and/or the attraction.

Ethically, oral agreements and commitments should be honored, but oral agreements are not necessarily binding—both schools and agencies should complete a written contract. Similarly, neither agencies/attractions nor student programmers should discuss potential bookings for dates they believe might fall through, and agencies/attractions should not enter into agreements with the express intent to offer a substitute or replacement for the agreed upon attraction.

To help ensure fairness in their agreements, agencies/attractions and school programmers should avoid excessive requirements or demands in any contract riders. Alternatively, agencies/attractions should quote student programmers fair market value fees for performances that are equivalent to fees usually paid to the attraction by other schools. Lastly, both agencies/attractions and student programmers should honor the terms of any agreements made by former agents or former programmers (NACA, p. 184).

These principles have been paraphrased from the NACA *Statement of Business Ethics and Standards*. An excellent resource for educating your programming board on ethical business principles, the NACA Statement can be found online at www.naca.org/NACA/About/Statements/BusinessEthics.htm.

The Best Events Begin and End with One Word—Integrity

The key to turning the programming opportunities before your board into successes is to conduct yourself and your programming board business dealings with integrity and fairness. By embodying these two concepts, you can eliminate most potential problems and minimize potentially serious misunderstandings. By keeping the promises your programming board makes in signing a contract, dealing fairly and honestly, and only promising those things you know you can deliver, you help ensure that your events occur as planned. This creates credibility in the eyes of your fellow students and your school’s faculty and staff. This credibility, in turn, helps reinforce your board’s image as an organization whose members behave with integrity, which is exactly the kind of programming board with which an artist or agency wants to do business. As you can see, your integrity as individuals and as a programming board will allow you the opportunity to do business with those agencies that represent the best in the campus activities marketplace.

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