

# Columbia Artists Management LLC

## ARTIST / ATTRACTION FIXED COMPENSATION AGREEMENT

Agreement made this **15** day of **October 2013** by and between **Columbia Artists Management LLC** (hereinafter called the "Artist/Attraction"), c/o Manager at 5 Columbus Circle @ 1790 Broadway, New York, NY 10019 for the services of **National Acrobats of China** (the "Artist"), and **Humboldt State University** with its principal place of business at **Humboldt State University Center Arts 1 Harpst Street Arcata CA 95521-8299** (hereinafter called "Presenter").

1. **Details of Performance(s)** (a) Presenter hereby engages from Artist/Attraction the services of Artist for the Performance(s), on the date(s), time(s), and place(s), and for the compensation all as set forth herein, and Artist/Attraction hereby agrees that Artist shall render such services, subject to the terms and conditions set forth herein.

(b) Manager shall mean: **Columbia Artists Management LLC** IN-HOUSE SOUND, LIGHTS & PRODUCTION  
 (c) Number of Performances: **2**  
 (d) Type of Performance(s), Day(s), Date(s), Time(s) and Place(s): **7PM**

**One (1) performance on Wednesday, September 10, 2014 at 8:00 PM, and one (1) student performance on Thursday, September 11, 2014 at 9:30 AM.** UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

Technical Rider is attached. Rider is an integral part of contract.

(e) Rehearsal(s), Date(s), Time(s), and Place(s):

**CATERING MUST STAY WITHIN THE BUDGETED AMOUNT**

(f) Theatre Name, Address, Seating Capacity, Stage Entrance:

**John Van Duzer Theatre**  
**John Van Duzer Theatre Humboldt State University 1 Harpst Street Arcata CA 95521 (Capacity: 862)**

Contract is between U.S. corporation, Columbia Artists Management LLC, and "the Presenter." No federal tax is required to be withheld under IRS regs. Columbia Artists Management LLC is solely responsible for any federal tax withholding.

(g) Piano(s), Make and Size Required: **See addendum**

(h) Person to Notify On Arrival:

(i) Presenter's Representative Phone & Fax Numbers: **Mr. Roy Furshpan, Director Business: 1-707-826-4411 Fax: 1-707-826-5980 Private: 1-707-826-5684 Email: rm77001@humboldt.edu**

(j) Recommended Hotel and Address:

2. **Compensation** The compensation to be paid by the Presenter to the Artist/Attraction shall be the sum of **( \$ ) 11,000.00** (the "compensation")  
**Eleven thousand dollars (\$11,000) guaranteed.**

**Fee is special and confidential. ALL PAYMENTS BY UNIVERSITY CHECK**

3. **Payment of Compensation** The compensation hereunder shall be paid by the Presenter to the Artist/Attraction no later than the intermission of the first performance. Payment shall be made only by bank or certified check made payable to Manager on behalf of Artist/Attraction.

4. **Letter of Credit** Presenter shall furnish Manager upon the execution of this Agreement with a clean unconditional irrevocable Letter of Credit payable by sight draft drawn on a United States commercial bank in the amount of the compensation. Such Letter of Credit shall be in form and substance acceptable to the Manager on behalf of Artist/Attraction. Sums evidenced by such Letter of Credit shall be immediately payable to Manager on behalf of Artist/Attraction by presentation to such bank of Manager's draft at sight of any time commencing fourteen (14) days prior to the date of the first scheduled Performance and continuing until thirty (30) days after the date of the last scheduled Performance.

5. **House Seats** Number of house seats reserved at the regular price/complimentary for Artist/Attraction per Performance until (1) hour prior to each such Performance.

6. **Binding Effect:** THIS AGREEMENT SHALL NOT BE BINDING UPON THE ARTIST/ATTRACTION UNTIL EXECUTED BY THE ARTIST/ATTRACTION. IF THIS AGREEMENT IS EXECUTED BY THE MANAGER ON BEHALF OF ARTIST/ATTRACTION, THE MANAGER IS EXECUTING THIS AGREEMENT ONLY AS A MANAGER FOR THE ARTIST/ATTRACTION, IS NOT OBLIGATED TO PRESENTOR HEREUNDER, AND SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR DEFAULTS OF THE ARTIST/ATTRACTION, THE ARTIST, OR FOR THE NON-PERFORMANCE BY THE ARTIST/ATTRACTION OF ITS OBLIGATIONS HEREUNDER. THE NON-ARRIVAL OF THE ARTIST CAUSED BY ANY INCOMPLETE OR INACCURATE INFORMATION FURNISHED BY PRESENTER AS SET FORTH ABOVE SHALL NOT RELIEVE PRESENTER FROM FULFILLMENT OF ITS OBLIGATIONS HEREUNDER.

ALL OF THE PROVISIONS SET FORTH AS "ADDITIONAL PROVISIONS" AND ALL OF THE REQUIREMENTS SET FORTH IN ANY ADDENDUM ANNEXED TO THIS AGREEMENT ARE HEREBY INCORPORATED IN THIS AGREEMENT WITH THE SAME FORCE AND EFFECT AS THOUGH SET FORTH IN FULL ON THIS PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above set forth.

By: \_\_\_\_\_  
 Presenter (Organization Name)  
 By: **X** \_\_\_\_\_  
 Presenter (Name)  
 By: \_\_\_\_\_  
 Title

By: \_\_\_\_\_  
 Artist/Attraction  
 By: \_\_\_\_\_  
 Manager **Andrew S. Grossman**  
 Senior Vice President  
 By: \_\_\_\_\_  
 Columbia Artists Management, LLC

## ADDITIONAL PROVISIONS

7. **Requirements:** Presenter agrees to furnish and fulfill the following Requirements as well as those Requirements set forth in any Addendum annexed hereto at its sole cost and expense for each Rehearsal and Performance.

- a) A PIANO(s), PROPERLY TUNED, if required.
- b) a microphone on the stage of the Theatre and a sound system in good working order, if required.
- c) (1) the Theatre, properly lighted, heated, equipped and cleaned; (2) ushers, ticket sellers, ticket takers, all necessary attaches and special police; (3) suitable dressing rooms for the personnel of the Artist/Attraction and space for equipment.
- d) (1) any necessary personnel which may be required by Artist/Attraction to unload the vehicles carrying the Artist/Attraction's equipment and property, to bring such equipment and property to such place within the Theatre as the Artist/Attraction's representative shall determine, and after the last Performance to remove such equipment and properties from the Theatre and to return such equipment and properties and load such equipment and properties on the vehicles; and (2) all other personnel which may be necessary in connection with the Performance(s) and Rehearsal(s) including without limitation, stage hands, spot light operators, stage carpenters, electricians, sound technicians, dressers, property men, wardrobe personnel, additional and/or standby musicians, and any other local labor which shall be necessary and required by Artist/Attraction, and/or required by any union having local jurisdiction.

8. **Unions:** The Presenter agrees to adhere to and abide by the applicable rules and regulations of all unions having jurisdiction over the Performance(s).

9. **Presenter's Warranties and Representations:** Presenter hereby warrants and represents to Artist/Attraction as follows: (a) that it has or will have a lease for the Theatre covering the date or dates of the Performance(s) and Rehearsals, that during the Performance(s) the lease will be in full force and effect, and neither Presenter or Theatre will be in default thereof, and that the lease will be exhibited to Artist/Attraction or Manager upon request. (b) that admission to the Performance(s) and seating in the Theatre shall be without regard to race, color, religion, or national origin. (c) that the Presenter will be solely responsible for payment of all charges, assessments, royalties or license fees required to be paid for the right to perform all music performed at the Performance(s).

10. **Advertising Material:** Presenter agrees to use only photographs furnished by the Artist/Attraction. Upon Presenter's request Artist/Attraction may, but is not obligated to, furnish such quantities of press materials, heralds, window cards and three-sheet posters as the Artist/Attraction in its sole discretion deems necessary or desirable. Presenter agrees to imprint, distribute and display properly all materials so received without charge or alteration. Presenter hereby agrees that Manager on behalf of Artist/Attraction shall have the right to approve the contents of all advertising and publicity materials Presenter wishes to utilize both as to form and substance and such approval shall not be binding upon Manager unless in writing executed by Manager.

11. **Concessions:** Subject to whatever standard house concession is in effect on the date of this Agreement, the Artist/Attraction shall have the right, to have such persons as it may desire sell souvenir program books in the lobby of the Theatre immediately prior to and after each Performance and during each intermission. Presenter shall not directly or indirectly receive any fee, remuneration or other compensation in connection with such sales, agrees to turn over to the Artist/Attraction any such fee, remuneration or other compensation as and when received by it, and agrees to use its best efforts to enable the Artist/Attraction to sell such souvenir program books without cost to it.

12. **Program:** The Artist/Attraction will select and provide the works to be performed for the Performance(s). If the Artist/Attraction has a choice of works, or a variety of programs, the Presenter, on reasonable prior written notice to Manager, shall have the right to select the program or works from such choices. The Artist/Attraction shall furnish Presenter with copy for each program to be performed and Presenter agrees at its own expense to print and distribute for each Performance a sufficient quantity of house programs conforming to the program copy furnished by the Artist/Attraction.

13. **Credit to Manager:** All programs shall carry a credit to Manager, Artist's piano company, and Artist's record company(s), in position and prominence as Manager may specify, either in any Addendum annexed hereto or by prior written notice to Presenter, and shall include such other credit lines as Manager may reasonably request.

14. **Restrictions:** Presenter agrees to prevent the broadcasting, recording, transmission, photographing, or any other transmission or reproduction of the Performance(s) or any part thereof by any means or media now or hereafter known including but not limited to audio, visual, or audio-visual means. Presenter further agrees that unless specifically set forth in this Agreement, the Performance(s) by the Artist/Attraction shall not be in conjunction with the performance of any other performer and that no assisting artist not part of the Artist/Attraction shall perform at a performance without the prior written consent of the Artist/Attraction.

15. **Indemnity:** Presenter hereby agrees to indemnify Artist/Attraction, Artist and Manager from and against any claim of breach of any of Presenter's representations, warranties and agreements hereunder and from any claims of third parties of any kind, nature, or description for personal injuries or property damage in connection with the Performance(s), except with respect to any claim proven to be due solely to the willful act of Artist or Artist/Attraction, from which claim Artist/Attraction similarly agrees to indemnify Presenter.

16. **Impossibility of Performance:** in the event that the performance of any of the covenants of this Agreement on the part of the Artist/Attraction Artist or Presenter shall be prevented by act of God, physical disability, the acts or regulations of public authorities or labor unions, labor difficulties, strike, war, epidemic, interruption or delay of transportation service, or any other causes beyond the reasonable control of such party, such party shall be relieved of its obligations hereunder with respect to the Performance(s) so prevented on account of such cause. If the Performance(s) shall be prevented for any of the foregoing causes, neither the Presenter nor Artist/Attraction shall be under any obligation to present the Performance at a different time, except that if the Performance(s) shall be prevented for any of the foregoing causes, the Presenter shall use its best efforts to re-engage the Artist/Attraction within a twenty-four (24) month period on the same terms and conditions set forth herein, subject however to the Artist's availability. In the event the Artist consists of persons other than the featured performer and one or more of such persons cannot perform for any reason, Artist/Attraction shall have the option either to use its reasonable efforts to furnish a substitute for each such person, which substitute Presenter agrees to accept, or to perform without such person, in which event the Artist/Attraction shall not be liable for such failure of any such person to perform, or to treat such person's unavailability as an Act of God on the part of Artist and Artist/Attraction.

17. **Notices:** All notices to Presenter and Artist/Attraction shall be in writing addressed, in the case of Presenter, to its address set forth above, and in the case of Artist/Attraction, to Manager at its address set forth above.

18. **Modification, Etc.:** This Agreement contains the entire understanding of the parties, shall be amended or modified only by a writing executed by Presenter and Artist/Attraction, or Manager on its behalf, and shall be construed, governed and interpreted pursuant to the laws of the State of New York applicable to agreements wholly to be performed therein. Presenter shall not have the right to assign this Agreement or any of Presenter's obligations hereunder.

19. **Remedies:** In the event Presenter breaches or defaults in the due performance of this Agreement or any of its warranties, representations, or agreements hereunder, or in the event prior to the date of the first Performance the Presenter has failed, neglected or refused for any reason whatever to perform any obligation under any agreement with any other artist or attraction, or if in the sole opinion of the Manager, the financial standing or credit of Presenter has been impaired or is unsatisfactory (and any of such events shall hereinafter be deemed an "Event of Default"), then and upon the occurrence of an Event of Default, Artist/Attraction shall have the right to terminate this Agreement and its obligations hereunder. Presenter acknowledges that Artist/Attraction has refused offers for other performances in order to enter into this Agreement and that Artist/Attraction has incurred substantial out of pocket expenses in connection herewith; and therefore agrees, in an Event of Default, that any and all sums payable to Artist/Attraction as compensation be immediately due and payable, that any and all sums paid to Artist/Attraction or Manager, in its behalf shall be retained by Artist/Attraction as liquidated damages, and that Artist/Attraction shall have the right to present any letter of credit furnished it for payment. Artist/Attraction shall have, in addition and not in lieu of those remedies set forth above, the right, if there is an Event of Default, to exercise all of its rights and remedies against Presenter at law or in equity. All such rights and remedies may be exercised cumulatively, or in the alternative at the sole discretion of Artist/Attraction.

20. **Service of Process:** Presenter hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York, New York County, and the jurisdiction of the United States District Court for the Southern District of New York for the purpose of any suit, action or other proceeding which may be brought by Artist/Attraction against Presenter arising out of or based upon this Agreement or the subject matter thereof. Presenter hereby waives, and agrees not to assert, in any such suit, action, or proceeding, any claim that it is not subject to the jurisdiction of the above named Courts, that its property is exempt from attachment or execution, that such suit, action or proceeding is brought in an inconvenient form, or that the venue of such suit, action or proceeding is improper. Presenter hereby consents to service of process by registered mail at the address to which notices are to be given and agrees that such service shall be deemed effective upon Presenter as if personal service had been made upon Presenter within New York State, New York County.

Addendum to Contract

Direct from Beijing, The National Acrobats of the People's Republic of China  
**Performing "Cirque Peking"**

**Official tour under the auspices and aegis of the Ministry of Culture  
The People's Republic of China**

LOCAL PRESENTER AGREES TO FURNISH AT OWN EXPENSE:

*36' deep*  
*D48*  
STAGE REQUIREMENTS: The ideal stage dimensions for this company are 44 feet wide by ~~40 feet~~ deep (from front curtain to backcloth). The minimum stage dimensions are 32 feet wide and 30 feet deep. There should be a depth of 4 feet free of all obstructions between backcloth and back wall for fast cross-overs.

The floor of the stage must be of wood or linoleum, and the surface must be smooth and even, without shellac, wax or polish. In advance of the Company's arrival, the stage must be thoroughly washed with plain hot water WITHOUT SOAP, and all holes must be stopped up. Nails, splinters, etc., must be removed.

SOUND SYSTEM:

- a. The Company carries tow DENON DN-961FA professional compact disc players. These machines are stereo and each has two active balanced outputs using 3-pin XLR (or Canon) type connectors. The output level is -4dBm. The quality of both the music and the players is exceptional. In order to take full advantage of this quality it is necessary for the presenter to provide a professional quality mixing console capable of accepting at least 8 inputs (two stereo compact disc players, two microphones, and two spares). **THE INPUT LINES FROM THE TO THE VENUE'S SOUND CONSOLE MUST NOT CARRY PHANTOM POWER.** The minimum output configuration of the console should include a stereo send to the house system and a separate mono or stereo send to the stage monitors.

The two players are wired to a common remote and must be operated by the Company Manager. The Company Manager is an experienced operator, however, he is not a member of IATSE. Depending on local union regulation it may be necessary for the presenter to hire an additional sound operator to sit with the Company Manager during the show.

- b. Appropriate amplification and audience speakers for the particular venue in all cases to include side stacks (Meyers or Apogee speakers). **SOUND SYSTEM TO BE EQUALIZED FOR CLASSICAL MUSIC.**
- c. At least one monitor speaker for each side of the stage, volume to be separately controlled from house speakers.

- d. Headset communication linking all of the following on one channel:  
Stage Managers (both sides of stage)  
Sound Operators  
Follow-spot Operators  
Light Board Operator(s)  
Fly Rail
- e. Public address system for announcements to the audience.

**LIGHTING REQUIREMENTS:** The Company carries no lighting of its own. For an ideal presentation, the Company requires full stage lighting according to a plot which will be sent ahead of the Company's arrival, including front-of-house lighting, overhead spots and borders, toms, cyc lighting specials and backlighting from position directly in front of cyc, all board controlled. Standard blue, red, pink, amber and green gels will be needed. Every effort should be made to hang the plot with house equipment, prior to the arrival of the Company's Stage Manager, who will then be able to concentrate on fine focus and last minute details. A ladder must be available for focusing.

Two "Super Trouper" or "Trouper" follow spots are required for soloists. "Troupettes" are usually inadequate with other stage lighting. Headset communication is necessary between Stage Manager, light boards and follow spots.

Please be certain to make sure all equipment is in working order prior to arrival of the Company so time is not lost in preparing for the performance.

**DRAPERY:**

- 1) Front theatre curtain, if available
- 2) Three legs on each side of the stage, black or other dark color
- 3) Blue cyclorama or sky cloth
- 4) Rear curtain which opens horizontally (from the center to each side, hung in front of cyclorama).

**BILLING:**

Direct from Beijing, The National Acrobats of the People's Republic of China  
*Performing "Cirque Peking"*

**PIANO REQUIREMENTS:** No piano is required. If there is a piano on stage, it should be removed prior to load-in.

**STANDBY MUSICIANS:** The Company has no requirement for local musicians, but if any city's local union regulations require that standby musicians be employed, this shall be a local expense and local presenter hereby agrees to assume it.



DRESSING ROOM REQUIREMENTS:

- 3 rooms total  
backstage - non

- 1) One room for Director
- 2) One large dressing room for women, or several smaller rooms, as necessary
- 3) One large dressing room for me, or several smaller rooms, as necessary

All rooms should have make-up tables, a chair for each performer, mirrors and mirror lights, clothes racks and hangers. Rooms must be clean. Access must be provided for adequate rest room facilities and hot and cold running water.

HEATING REQUIREMENTS: It is essential that the dressing rooms be unlocked, heated (depending on climate and season of the year) and ready for use upon the Company's arrival at the theatre. The backstage should also be heated.

STAGEHAND REQUIREMENTS:

Local presenter will be responsible for providing at its expense stagehands as required by local union rules. THIS IS NOT A YELLOW CARD ATTRACTION.

Eight stagehands are usually sufficient to load in, set up and load out the production. Stagehands should be available for three hours for set-up and two hours for take-out. In most cases, this will be the minimum union requirement. One or two pressers are needed only for load-in.

A lesser number of stagehands will be needed to work, the show, and in union situations the minimum requirement will prevail.

Where no union rules are in effect, local presenter must arrange for and pay requisite number on non-union men needed for the presentation of the concert. The minimum stagehand requirement in most cities is ten men. Local presenter agrees to assume all costs for stagehands, whether union or nonunion.

WARDROBE ASSISTANTS: Local presenter will furnish 2 ironing boards, one steamer and washer/dryer plus two local wardrobe assistants to assist in pressing and care of costumes. Calls for wardrobe assistants will be established by the CAMI stage manager in advance of the performance.

LOADERS: Should local rules require the use of Transfer Men (loaders for the handling of equipment, costumes, props, etc., from truck to stage and return) these shall be provided by local presenter and at local presenter's sole cost.

AUDITORIUM AVAILABILITY: Company requires use of auditorium as early as feasible on day of performance. Load-in time will be set when Company stage manager contacts local presenter one week prior to performance date.

Truck cannot be left unattended by the driver - ASR

TRUCK AND BUS PERMITS: Local presenter agrees to obtain all permits and authorizations necessary to allow a forty-five foot tractor-trailer access to loading door one hour prior to and for the duration of the take-in and take-out, and parking space for the charter bus.

COMPANY SEATS: Presenter agrees to reserve <sup>10 Small Venue - ASR</sup> 20 tickets for the Company's use at no charge to the Company.

AMENITIES: An area should be set up close to the dressing rooms for the exclusive use of the Company upon arrival at the theatre and should include the following:

- a. A large urn or kettle to provide a constant source of hot water for making tea.
- b. Enough cups for the Company and crew (40)
- c. Tea and coffee with lemon, sugar and milk.
- d. Cold drinks to include Coke, Diet Coke, Sprite, Perrier and fruit juices i.e., orange juice and grapefruit juice.
- e. Ice and 30 large bottles of water (such as Evian).
- f. In addition, presenter must provide 40 deli sandwiches along with 20 yogurts (plain and assorted fruit), plus assorted fresh fruit and chocolate bars. Please provide appropriate flatware for the above.
- g. A hot meal for 40 persons following all performance to be served buffet style.

READ AND UNDERSTOOD BY

PRESENTER'S TECHNICAL DIRECTOR DT Stockwell DATE 6/17/14

AGREED AND ACCEPTED BY:

PRESENTER [Signature] DATE \_\_\_\_\_

DATE 6/30/14  
Andrew S. Grossman, Senior Vice President

THE NATIONAL ACROBATS OF THE PEOPLE'S REPUBLIC OF CHINA

CONTACT SHEET:

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Grossman Division  
1790 Broadway, 16<sup>th</sup> Floor  
New York, NY 10019

Executive Producer:

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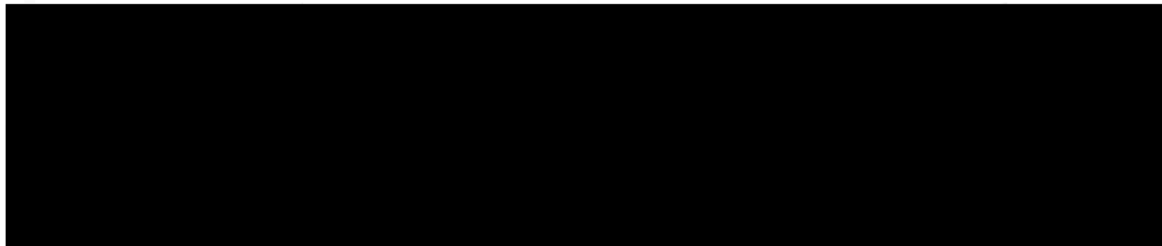
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*Stephanie Cali*  
Evan Hammond, Contract Administrator  
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For additional information including press materials, biographies, technical addendum flyers, and program information, please refer to our website:

[www.cami.com](http://www.cami.com)



**CENTERARTS/UNIVERSITY CENTER/HUMBOLDT STATE UNIVERSITY/A.S.  
PERFORMANCE RIDER**

THIS AGREEMENT is hereby made a part of the attached contract.

1. **INDEMNIFICATIONS.** Artist(s) and Artist's Representatives shall hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, Humboldt State University, CenterArts, University Center, HSU Associated Students, and the officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expenses, costs of every nature, and causes or actions arising out of or in connection with the Artist's use or occupancy of the premises, provided that such claims, demands, losses, liabilities, costs or expenses are due or are claimed to be due to the willful or negligent acts or omissions of Artist or Artist's personnel.
2. **EXCLUSIVE PERFORMANCE(S).** Artist(s) will not accept any other engagement for a performance of any kind prior to, or 90 days following the performance(s) hereinabove described within a radius of 150 miles from the location(s) of the performance(s) hereinabove described, or of any portion or portions thereof, without express written permission of CenterArts. In the event of any such unauthorized performance or announcement, the performance(s) described hereinabove, or any portion or portions thereof, may be cancelled by CenterArts, and such cancellations shall be without prejudice to CenterArts' other rights and remedies hereunder.
3. **AGENT'S WARRANTY.** ARTIST warrants that AGENT has full and current legal authority to act on behalf of Artist.
4. **COMPLIMENTARY TICKETS.** CenterArts shall be the only party authorized to issue complimentary tickets to the performance(s) described hereinabove. A maximum of 10 complimentary tickets shall be given to Artist. All complimentary tickets shall be appropriately distinguished and shall not be counted in determining gross receipts.
5. **NON-PERFORMANCE NOT A DEFAULT.** Neither Artist nor CenterArts shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, acts or regulations of public or University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, interruptions of electrical power, other acts of God, or any cause beyond the control of Artist and CenterArts.
6. **ANTICIPATORY BREACH.** In the event that, after the execution of this Agreement, Artist's agent, or Artist's Designated Representative indicates or states that Artist is unwilling or will be unable to appear or present the performance(s) hereinabove defined, and such failure is not excusable under Paragraph 5 hereinabove; or in the event that Artist or any member of Artist's traveling component deemed by CenterArts in its sole discretion to be material to the performance(s) hereinabove defined, or to any portion or portions thereof, or any authorized agent of Artist takes any voluntary affirmative action which, in CenterArts' sole discretion, renders substantial performance of Artist's contractual duties hereunder impossible, CenterArts may cancel the performance(s) hereinabove defined, or any portion or portions thereof, and in addition, Artist shall be responsible for payment of any and all costs, expenses, damages (including CenterArts' actual expenses incurred in preparation for the performance(s) hereunder) and claims from such cancellation. Any breach or anticipatory breach of this Agreement by Artist shall be deemed a material breach.
7. **MERCHANDISING PERCENTAGE.** CenterArts takes 20% of gross merchandising receipts for this engagement.



8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES ON CAMPUS.

9. Total catering budget shall not exceed the amount budgeted and accepted by the performer's representative in the original offer.

10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider AND TECHNICAL SPECIFICATIONS OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET. This rider is made an integral part of all agreements.

11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, the cost of backline equipment), or any equipment not listed as available in the Van Duzer Theater technical specifications packet, regardless of whether or not they are listed as requirements in the Artist's rider, unless these requirements are specifically written into the payment section of the contract face for this engagement, as well as the deal memo for this engagement, if a deal memo has been issued.

12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee.

13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, and all obligations of any of the parties hereto shall bind his, her, or its heirs, executors, personal representatives, successors and assigns. A fully executed contract for this engagement shall be deemed an acceptance of the terms in this rider, regardless of whether or not this rider has been countersigned by the artist or an authorized representative of the artist.

14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contract.

\_\_\_\_\_  
For Artist

\_\_\_\_\_  
Tax ID/Social Security #

\_\_\_\_\_  
For CenterArts

*Heidi Blum*  
\_\_\_\_\_  
For University Center

Updated: April, 2009