

Columbia Artists Management LLC

ARTIST / ATTRACTION FIXED COMPENSATION AGREEMENT

Agreement made this **29** day of **January 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 **Orquesta Sinfónica del Estado de México** (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**

(c) Number of Performances: **1**

(d) Type of Performance(s), Day(s), Date(s), Time(s) and Place(s):

One (1) performance on Wednesday, March 18, 2015 at 8:00 PM.

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

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

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT _____

IN-HOUSE SOUND, LIGHTS & PRODUCTION _____

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)**

(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: rmf7001@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 **(\$ 20,000.00** (the "compensation")
Twenty thousand dollars (\$20,000) guaranteed.

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

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.

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 ~~book 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 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

By: _____
Title

**Andrew S. Grossman
Senior Vice President
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 attendants 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 MÉXICO CITY,
ORQUESTA SINFÓNICA DEL ESTADO DE MÉXICO**
(NATIONAL SYMPHONY ORCHESTRA OF MÉXICO)
Enrique Bátiz, Music Director and Chief Conductor

All of the provisions set forth in this rider are hereby incorporated in the Artist/Attraction Fixed Compensation Agreement with the same force and effect as though set forth in the main body of said Agreement with the same force and effect as though set forth in the main body of said Agreement.

Presentor agrees to furnish the following at its sole expense:

STAGE

*36' Deep From Proscenium
DR*

a. 2107 square feet of stage space (48 feet wide by ~~42 feet deep~~) cleared, cleaned, ready to receive instruments and equipment, and with acoustical shell in place at least 7 hours prior to concert (or prior to daytime rehearsal if requested by the Orchestra) unless otherwise specified by the orchestra representative. No curtains at sides or back of stage.

b. Regular symphony set on stage consisting of 80 straight backed, padded, sturdy chairs (non-folding and without arms), 65 sturdy music stands (non-folding) and one conductor's podium with rail and music stand. The number of chairs and stands may vary depending on repertoire to be performed. Numbers to be advised as far in advance as possible prior to performance.

c. Sufficient backstage space (approximately 2000 square feet) adjacent to concert stage for Orchestra's equipment. A stage plot is provided. Please make certain that this plot and the accompanying information is made available to the suitable staff member who will be supervising the orchestra's technical requirements.

d. Diagrams (ground plans) of stage, backstage, loading dock and dressing room facilities, map of city and directions to backstage doors to be attached and returned with this addendum.

BACKSTAGE PERSONNEL

a. Backstage security from time of load-in until completion of load-out (minimum one).

b. Stagehands as requested by Orchestra and required by local conditions and in accordance with local union regulations (1 electrician and 3 property men for load-in and load-out and 1 electrician and 1 property man for performance) under the direction of Orchestra's stage manager.

c. Adequate house personnel (with keys) to provide access and orientation at the time of load-in and upon Orchestra's arrival at the hall prior to its first service.

d. Loaders for the truck as required by applicable union standards (minimum 4). If loaders are engaged by Orchestra's representatives, Presentor agrees to pay the charges.

LIGHTING / TEMPERATURE

a. Good overhead white lighting at reading level (approximately 80-foot candle), acceptable to Orchestra's representative, evenly distributed over entire stage area. No footlights, front spots or colored gels.

b. Hall and stage properly heated or cooled. On-stage temperature should be approximately 70 degrees Fahrenheit (not less than 68 degrees and not more than 74 degrees Fahrenheit).

c. Equipment or machines such as air conditioners or ventilating fans which can be heard on stage or in hall to be turned off during performance and rehearsal, if any.

DRESSING ROOMS - 3 rooms total backstage - non

- 1 large, clean, private dressing room near the stage with lavatory facilities, clean towels and mineral water with clean glasses, for conductor.
- 1 large, clean, private dressing room near the stage with lavatory facilities, clean towels and mineral water with clean glasses, for soloist.
- 1 dressing room for concert master.
- 1 dressing room for manager/staff of Orchestra. This room should have a desk, chairs, and direct dial phone if possible. ——— mgr
- 1 large dressing room for female musicians
- 1 large dressing rooms for male musicians

All dressing rooms must be in the same building as the auditorium and have adequate toilet facilities. In the dressing rooms, chairs for each musician, coat racks and hangers are required. ALL DRESSING ROOMS MUST BE ADEQUATELY HEATED OR AIR CONDITIONED ACCORDING TO LOCAL CONDITIONS. Dressing rooms and spaces designed as smoking areas must be clearly identified, and the Local Manager shall provide adequate house personnel to direct orchestra members to these rooms upon arrival at the hall prior to the first service.

STARTING TIME

Concert will start no later than 5 minutes past publicity announced starting time except by mutual agreement. In the event the Presentor unilaterally effects a delayed starting time which results in overtime payment to musicians an/or local crew, Presentor is responsible for overtime payment.

INSTRUMENT REQUIREMENTS

The Orchestra shall require one 9-foot Steinway Concert Grand piano in good playing condition, evenly regulated, evenly voiced and properly tuned at A-442 pitch. The instrument must be tuned and available for the orchestra at the time of the load-in. Minimum tuning requirements: 1 tuning on day of performance and 1 tuning check prior to the concert. Presentor will be notified as far in advance as possible prior to performance whether a piano will be needed.

PROGRAMS

a. Presenter agrees, at its own expense, to print and distribute a sufficient quantity of house programs for the concert(s), including the program copy furnished by the Orchestra, even if the quantity of program copy requires more program pages be printed than customary for Presenter's other concerts.

The program copy to be furnished by Orchestra for house program includes: billing of Orchestra, conductor and soloist, list of compositions to be performed and the movements of each, program credits and restrictions (see below), program notes, biographies of Orchestra, conductor and soloist, and listing of Orchestra personnel (musicians) and Orchestra's executive staff.

b. All brochures, advertising and programs shall state: "Programs and artists subject to change without notice." Any program change shall be without penalty or fee reduction to Orchestra.

c. Presenter agrees to furnish advance proof of house programs not less than two weeks before concert for Orchestra's approval as to page format and credits.

d. Presenter agrees to furnish a sufficient number of house programs for Orchestra's musicians prior to concert and 50 copies of printed house program for Orchestra's archives to be delivered to Orchestra's librarian backstage before start of concert. Presentor will also furnish 5 copies of all posters and other materials used in the promotion of the concert, including advertising and reviews.

PROGRAM CREDITS

Presenter agrees to provide appropriate credit to any tour sponsor(s) or underwriter(s), whether a commercial or non-commercial organization(s), such credit to appear in all advertising display materials and house program in form and substance as requested by Orchestra.

Presenter agrees to print credit lines, as submitted by Orchestra, on program page including, but not limited to tour sponsor(s), piano, recording companies and tour management.

RESTRICTIONS

a. Presentor agrees that no concert is to be recorded, broadcast, televised or photographed or otherwise extended beyond the auditorium without the prior written consent of Orchestra and will take all reasonable measures to assure that there will be no violation of this provision.

b. Presentor agrees to include in printed program and on program page the statement: "The photographing or sound recording of this concert or possession of any device for such photographing or sound recording is prohibited."

c. In the event that Orchestra wishes to have concert recorded, broadcast, televised or otherwise extended beyond the auditorium, Presentor agrees to make the auditorium available for the installation, operation and removal of all necessary facilities. All costs relative to such installation, operation and removal shall be borne by Orchestra and Presentor shall not receive any fee, remuneration or compensation for any such extension of concert.

d. Presentor agrees that no concert will be utilized as a benefit, fundraising event, or other such function without prior written consent of the Orchestra.

e. Presentor agrees not to arrange any open rehearsal without Orchestra's written agreement.

PARKING SPACE

a. At loading dock for Orchestra's 45-foot tractor trailer available not less than 30 minutes before pre-arranged load-in time and 30 minutes before end of concert.

b. At backstage entrance for conductor's car, Orchestra's staff car and Orchestra's 3 buses before, during and after concert and rehearsal, if any. Orchestra will advise arrival times of these vehicles 24 hours in advance.

c. Any necessary parking permits.

CAR

~~Car and driver, if required by Orchestra, to meet conductor and party and soloist/s, if any, at airport upon arrival and drive them to hotel, and between hotel and auditorium for rehearsal and performance, and from hotel to airport upon departure.~~

- Truck can not be left unattended by the driver while on campus - MSA

- Parking for two buses on campus - MSA

MSA

TICKETS

10 small venue - NA

a. 12 Complimentary tickets (excellent locations) to be delivered to management representative of the Orchestra (not to any musician) upon arrival at backstage.

b. 15 tickets (excellent locations) to be purchased by Orchestra's management representative until 2 hours before concert time.

HOSPITALITY

Backstage area must be provided with mineral or hot water, sandwiches, snacks, juices, soft drinks, coffee, and tea for all musicians and personnel in the Orchestra.

CONDUCTOR AND SOLOIST

In addition to the provisions of item 16 of the Contract, it is understood and agreed that Orchestra will not be held liable for damages in the event of the conductor's or soloist's inability to appear due to illness, accident or personal problems, and that Presenter will accept such substitute conductor and/or soloist as may be provided by Orchestra.

AGREED:



LOCAL PRESENTER

AGREED:



Andrew S. Grossman
Senior Vice President
Columbia Artists Management, Inc.

6/30/14

**DIRECT FROM MÉXICO CITY,
ORQUESTA SINFÓNICA DEL ESTADO DE MÉXICO**
(NATIONAL SYMPHONY ORCHESTRA OF MÉXICO)

CONTACT SHEET

COLUMBIA ARTISTS MANAGEMENT INC.
1790 BROADWAY AVENUE
NEW YORK, NY 10019

PRODUCER:
ANDREW S. GROSSMAN, SENIOR VICE PRESIDENT
TELEPHONE: 212-841-9558
FAX: 212-841-9726

W. SETON IJAMS, VICE PRESIDENT
TELEPHONE: 212-841-9752
FAX: 212-841-9726

FOR ADDITIONAL INFORMATION INCLUDING PRESS MATERIALS AND
BIOGRAPHIES, PLEASE REFER TO:

WWW.CAMI.COM

GROSSMAN DIVISION

**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

For University Center

Updated: April, 2009