

# Columbia Artists Management LLC

## ARTIST / ATTRACTION FIXED COMPENSATION AGREEMENT

Agreement made this 05 day of February 2014 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 TANGO BUENOS AIRES (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 Tuesday, January 13, 2015 at 8:00pm.**

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

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

- (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 (\$) **9,000.00** (the "compensation")

**Nine thousand dollars (\$9,000.00). Fee is special and confidential.**

**ALL PAYMENTS BY UNIVERSITY CHECK**

**UNIVERSITY CANNOT PAY DEPOSITS**

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 PRESENTER 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**

6/30/14

**CATERING MUST STAY WITHIN THE BUDGETED AMOUNT**

**UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT**

**IN-HOUSE SOUND, LIGHTS & PRODUCTION**

*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.*

## 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.

## Technical Requirements Addendum to Contract

## TANGO BUENOS AIRES

This Addendum is hereby made part of the contract dated \_\_\_\_\_, 20\_\_\_\_ between Columbia Artists Management LLC, ("CAMI") and \_\_\_\_\_ ("Presenter"). This addendum and the contract are collectively referred to herein as the "Agreement". Where specifically stated, this Addendum modifies, amends and supersedes certain and specific paragraphs of the contract.

This Agreement may not be assigned by the Presenter and any purported assignment of the same by the Presenter without the written consent of CAMI shall be null and void. Unless canceled by CAMI by written notification of the Presenter at least 6 weeks prior to the date of engagement herein, this Agreement shall be binding upon the parties hereto, their successors and assigns. CAMI shall have no liability to the Presenter by reason of its cancellation of this Agreement in accordance with the preceding sentence.

**GENERAL INFORMATION:** The touring staff of Tango Buenos Aires consists of Company Manager, Production Manager and Assistant Production Manager who are to have the sole responsibility for the direction of the presentation with respect to lighting, staging and load-in and load-out procedure.

**LOCAL PRESENTOR AGREES TO FURNISH AT OWN EXPENSE:**

**STAGE REQUIREMENTS:** Company has sole access to the stage and surrounding area from load in through load out. The ideal stage dimensions for this company for this company are 36 feet wide and 36 feet deep from front curtain to cyc. 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.

- a. Dance Floor: Presenter will provide a grey or black marley dance floor. It should extend from the first set of legs to the black back drop and it should extend 6' into each wing, right and left. The seams can run along the stage or up and down. Edges around the floor and on each seam can be taped with cloth backed black gaffers tape (shure tape or equivalent). All tape to be provided by presenter. Floor to be in place and taped prior to CAMI scheduled load in.
- b. The stage shall be cleaned and clear of all items not related to this production prior to the company's arrival at the theatre. Presenter shall make exclusively available the theatre for such times as CAMI deems necessary for the purposes of rehearsal, hanging lights, and inspecting costumes, sets and lights. Any other use of the theatre shall be mutually agreed upon.
- c. The stage and backstage area shall be mopped by the local crew before rehearsal and prior to each performance

TANGO BUENOS AIRES



- d. Platform 8 feet deep x 16 feet long x 16" high to be set up upstage against the Cyc for the musicians. *16" high only DTS*

MASKING REQUIREMENTS:

- 5 pairs flat black legs (soft) without pleats *28' x 12'*
- 5 borders 8' x 50' with pipe and pipe socket
- 1 black out drop 40' x *50' 24'*
- 1 white ~~plastic seamless~~ cyclorama or white filled scrim *hardwall cyc only DTS*
- 1 black scrim 40' x *50' 20'*

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

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.

MUSIC STANDS: 6 music stands with lights and 6 chairs are required for on-stage orchestra, and may have to be relocated at some point in the performance.

PIANO: Grand piano tuned to 442 is required for this performance. The piano will sit upstage right in line with the platform for musicians. The piano must be tuned on the day of the performance prior to CAMI scheduled load in time. There will not be ample "quiet time" for a piano tuning once load in and rehearsal begins.

*in-house sound system only - r.m.*

SOUND SYSTEM: A good quality sound system with FOH console capable of minimum 32 channels with 8 aux (pre and post fader switches), graphic equalizer, appropriate amplification equalization and delay if necessary for the venue. PA mix and Monitor mix are controlled from FOH console. The console must have switchable phantom power and all cables must be shielded.

- a. Microphone requirements
  - a. seven standard instrument microphones, preferably condensers, for the orchestra, on low 3' - 4' booms
  - b. 2 wireless handhelds
  - c. 4 wireless lavaliers
  - d. 2 direct boxes for guitars
- b. Dual CD player with auto-stop
- c. Ten monitor speakers, two for each side of the stage for side fill and 6 band monitors, volume to be separately controlled from house speakers, with minimum potential of 400 W each. Must have separate volume control from audience speakers

- d. 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.
- e. 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
- f. Public Address system for announcements to the audience.

LIGHTING REQUIREMENTS:

Presenter agrees to provide, at it's own expense, all lighting instruments, mountings, color, control capacity, cable, and rigging necessary to implement the touring light plot of the Company, to include the following:

In-house lighting only - mrm

- a. ETC Expression Light Board
- b. Minimum capacity of at least 48 channels/dimmers at 6.0 KW each, or equivalent capacity using greater number of channel/dimmers at lesser wattage each.
- c. Lighting instruments: the following (or reasonable substitutes):
 

*6x16 Ellipsoidal Spotlights (Lekos) 1K	36
6x12 " " " 1K	75
6x9 " " " 1K	48
Par 64 MFL	20
3-Cell FarCyc (or equivalent)	24
Follow Spots	2

\*(or: normal Front-of-House units for the particular theater.)

In all cases, Production Manager will determine what constitutes acceptable substitutes. Kliegel Step-Lens Lekos not acceptable under any circumstances.

- d. 8 Side Booms <sup>10' tall only</sup> ~~12-14 feet~~ tall with bases and proper means of securing.
- e. ~~Sufficient side-arms~~ for 32 sidelight instruments on the booms. *No sidearms DES*
- f. All adaptors, two-fers, and cable required by plot.
- g. Correct color frames for all instruments on plot plus ~~color change units~~. *No color ch. units DES*
- h. 2 Follow-spots sufficient to push through stage lighting.
- i. Rugs or other coverings to cover all cable placed on floor, plus tape to secure same.
- j. Gobo or pattern-holders for 16 6x12 and/or 6x9 Lekos as specified in the plot
- k. All color (gel) as specified by light plot.

ADDITIONALLY, THE PRESENTER AGREES TO HAVE ALL THE LIGHTING HUNG, PATCHED, PLUGGED, COLORED, THE GENERAL STAGE WASHES FOCUSED, AND SPECIALS READY TO BE FOCUSED IN ACCORDANCE WITH THE COMPANY'S LIGHT PLOT PRIOR TO THE CAMI PRODUCTION MANAGER'S ARRIVAL AT THE THEATRE, UNLESS OTHER ARRANGEMENTS ARE AGREED TO IN WRITING BETWEEN THE PRODUCTION MANAGER AND THE PRESENTER. In the event that CAMI's production staff is requested to assist the presenter in any of the pre-focus activity the presenter shall pay directly to the staff \$250 each, cash at the beginning of each day their assistance is required. The presenter shall also provide hotel accommodations for those days.

hree  
rooms  
only - ASA ← DRESSING ROOM REQUIREMENTS:

- 1 One star dressing room for male dancer
- 2 One star dressing room for female dancer
- 3 one chorus room for female dancers, or several smaller rooms, as necessary
- 4 one chorus room for male dancers, or several smaller rooms, as necessary
- 5 One chorus room for musicians, for dressing and warm-up

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. Company must have sole access from load in through load out.

STAGEHAND REQUIREMENTS:

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

Crew requirements, estimated time and space requirements for load-in, set-up, hang, focus, technical rehearsals and load-out for all activities shall be arranged by the Presenter, at its own cost. CAMI accepts the list of such requirements as set forth below as complete for the performance to be presented during this engagement.

i. **LOAD-IN, SET-UP AND LOAD-OUT:** As required by local jurisdiction, however we suggest the following as the minimum crew to accomplish the necessary tasks.

**LOAD-IN & SET UP:** 12 hour call.

- |    |              |          |
|----|--------------|----------|
| a. | Carpenters   | Head + 1 |
| b. | Electricians | Head + 3 |
| c. | Flymen       | Head     |
| d. | Sound        | Head + 1 |
| e. | Wardrobe     | Head + 1 |

## ii REHEARSALS AND SHOW CALLS

- a. Carpenters Head + 1 (for main curtain)
- b. Electricians Head + 2 (for follow spots) + 1 (board operator)
- c. Props Head (needed only for sweeping and mopping the stage)
- d. Sound Head + 1
- e. Wardrobe Head

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. Local Presenter agrees to assume all costs for stagehands, whether union or nonunion.

WARDROBE REQUIREMENTS: Presenter agrees to fulfill the following wardrobe requirements:

- a. two (2) ironing boards and irons & 1 industrial clothing steamer
- b. racks for hanging costumes
- c. A washing machine and tumble dryer — as Available DTS
- d. tables set stage left and right for costumes and water
- e. two wardrobe assistants (dressers) at least one wardrobe assistant must be able to make minor sewing repairs.

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. A minimum of 4 individuals are required to load and unload the truck.

AUDITORIUM AVAILABILITY: Company requires use of auditorium 5 hours prior to show on day of performance. Load-in time will be set when Production stage manager contacts local Presenter one week prior to performance date.

LUGGAGE: Luggage consists of approximately 10 suitcases with costumes, props, instruments, coat hangers for costumes. The trunks containing costumes should be placed in the corridor of the dressing rooms and the company road crew will be on hand to direct placement of the cases

TRUCK and BUS PERMITS: Local Presenter agrees to obtain all permits and authorizations necessary to allow a fifty-three foot trailer plus tractor access to loading door one hour prior to and for the duration of the take-in and take-out, and parking space for the full size charter bus.

HOTEL & TRANSPORTATION

- a. Presenter will provide and pay for 25 single rooms and 1 suite at a first class hotel
- b. Presenter agrees to meet Company at the airport and supply one (1) late model MCI, Vanhool or Prevost passenger coach with drivers for the transportation of the company and the personal baggage from the airport to the hotel and theatre as necessary from the time of arrival to the time of departure. Please note the production staff often travels at separate times from the rest of the company. They will require special arrangements due to their schedules and the number and size of the cases they transport.

BILLING:

Billing shall be as follows:

**A Columbia Artists Production  
Direct from Buenos Aires, Argentina**

**TANGO BUENOS AIRES**

Any and all advertising and promotion for Company (print, radio, video) shall be listed as outlined above. Any and all promotional materials and advertising must be submitted to Columbia Artists Management for approval before it is released to the media and general public.

COMPANY SEATS: ~~20~~ <sup>10 small venue - nsw</sup> complimentary tickets per performance.

AMENITIES: The area should be set up close to the dressing rooms, for the exclusive use of the company upon arrival to the theatre and should include the following:

Must stay within the budgeted amount - nsw

- a. A large Urn or Kettle to provide constant source of hot water for making tea.
- b. Fresh regular coffee (no decaffeinated needed)
- c. Ample cups for the company and crew (25)
- d. Tea bags (black, green and herbal teas), lemon, honey, sugar and milk
- e. Cold drinks to include Coke, Diet Coke, Sprite, and fruit juices, i.e. orange juice, apple juice, grape juice
- f. Ice and 4 cases of purified spring water
- g. In addition, presenter must provide 25 deli sandwiches, 25 yogurts (plain and assorted fruit), assorted fresh fruit, chocolate bars, and salty snacks. Please provide appropriate flatware for the above.
- h. A hot meal for 25 persons following performance served buffet style.

**\*\*\*Please note beverages and snacks must remain in place until the end of the show – they cannot be cleared once the show begins.**

READ AND UNDERSTOOD BY

PRESENTOR'S TECHNICAL DIRECTOR D. Skocall DATE 6/12/14

AGREED TO AND ACCEPTED BY:

PRESENTOR [Signature] DATE \_\_\_\_\_

DATE 6/30/14

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

TANGO BUENOS AIRES

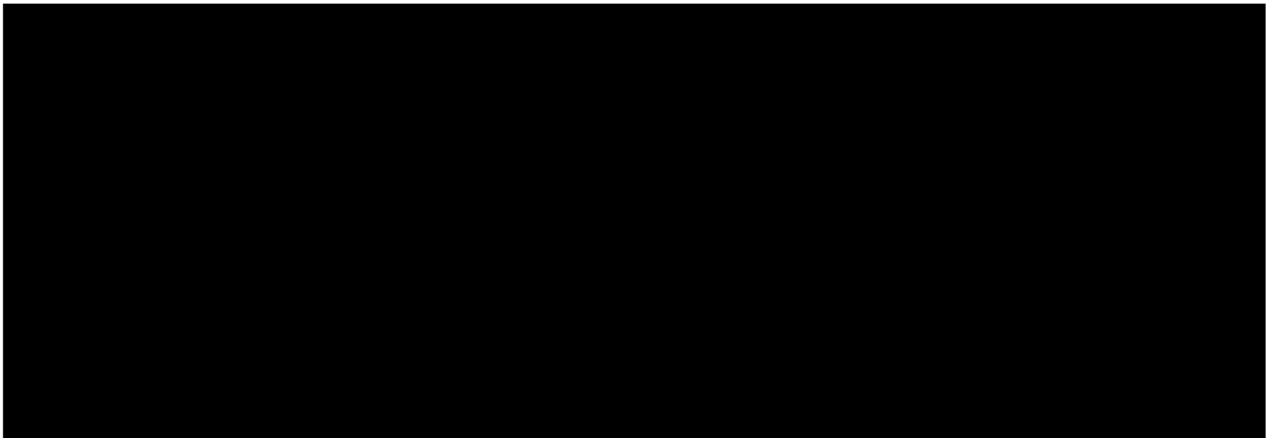


CONTACT SHEET

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New York, NY 10019

Executive Producer:  
Andrew S. Grossman, Senior Vice President  
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W. Seton Ijams, Vice President  
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**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