

Steven Barclay Agency
ENGAGEMENT CONTRACT

CONTRACT #: **BC021215-DD**

This contract entered into as of **February 12, 2015** by and between the **STEVEN BARCLAY AGENCY**, 12 Western Avenue, Petaluma, CA 94952, the duly authorized agency of the speaker, hereafter referred to as "Agency" and

SPONSOR: Humboldt State University
hereafter referred to as "Sponsor." Agency will provide the services of

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

SPEAKER: BILLY COLLINS
hereafter referred to as "Speaker," to lecture (perform) at the date, time, place specified below.

DATE OF APPEARANCE: Tuesday, April 26, 2016

TIME: 8 PM

PROGRAM: Billy Collins agrees to the following program: in the afternoon (Time TBA) he will require a 1-hour rehearsal onstage with Aimee Mann; at 8PM he will perform in a 90 mins program with Aimee Mann, and evening of acoustic music (Aimee Mann) and spoken word / poetry (Billy Collins). There will be no intermission. Before the event, backstage, he will be happy to sign copies of his books that can be sold as signed books by your local bookseller who comes on site to sell books in the lobby. All times and formats are to be mutually agreed upon. No intermission. No Opening act.

PLACE: Van Duzer Theatre (seats 812) Arcata CA

OTHER: Any other activities must be cleared through our office ahead of time. Scaling of \$45 & \$15 as indicated in offer.

No lecture or program or any part thereof is to be reproduced, including but not limited to the reproduction by broadcasting, video-taping or tape-recording, without the written permission of the Agency or Speaker.

Sponsor agrees to pay Agency as consideration for Speaker's services the amount set forth under TERMS below. Payment shall be made by the Sponsor 3 DAYS BEFORE THE DATE OF APPEARANCE payable to: Steven Barclay Agency _____ and mailed to: STEVEN BARCLAY AGENCY, 12 Western Avenue, Petaluma, CA 94952. Reimbursable travel expenses will be invoiced by the Agency at time of booking and are due from Sponsor upon receipt of invoice. Should Sponsor default on this contract for any reason other than Act of God clause, Sponsor will be liable for FULL payment (100%) of the honorarium with less than 60 days before the event, or 50% of the honorarium if more than 60 days before the event. **ALL PAYMENTS BY UNIVERSITY CHECK _____ UNIVERSITY CANNOT PAY DEPOSITS**

TERMS: A confidential honorarium of \$10,000 (all inclusive) PLUS all tech indicated on tech sheet. Some minimal local ground transport may be requested.

It is understood that this Contract is binding on both parties; it cannot be cancelled except as follows: The Agency and Sponsor mutually agree that either party may cancel this contract and all parties shall be released from any liability or damages hereunder, if the Speaker or Sponsor is unable to fulfill the terms of this contract due to an act of God or any other legitimate conditions beyond the control of the Speaker or Sponsor. However, it is agreed by both parties that best efforts will be made by both parties to so adapt that the lecture be presented as scheduled.

Contact:

Roy Furshpan
CenterArts
Humboldt State University
1 Harpst Street
Arcata, CA 95521
TEL (707) 826-4411 _____
EMAIL roy.furshpan@humboldt.edu

The representative of Sponsor, in signing this Contract, warrants that (s)he signs as a duly authorized representative of the Sponsor and does not assume personal liability. The Agency representative warrants that the Agency has express authority to sign on behalf of the Speaker.

The fully-executed returned copy of the Contract is acknowledgement that Speaker has accepted this engagement and has agreed to appear at the time and place specified above. **The STEVEN BARCLAY AGENCY reserves the right to withdraw this offer should this contract not be signed and mailed within ten (10) business days of the date "entered into."**

This Contract is governed by the laws of the State of California and cannot be changed except in writing and signed by both parties.

BY: _____
(Sponsor)

BY: _____
(for the Steven Barclay Agency)

Please sign and return three copies of this Contract to the **STEVEN BARCLAY AGENCY**, 12 Western Avenue, Petaluma, CA 94952. A fully signed and executed contract will then be returned to you for your files.

Billy Collins & Aimee Mann:
An Evening of Poetry, Acoustic Music & Conversation
Technical Requirements

This performance has 3 artists onstage – Billy Collins (vocals), Aimee Mann (vocals/guitar), and Paul Bryan (vocals/bass).

This performance is a **75 – 90 minute show with no intermission**.
Please determine a late seating cue with the artists onsite.

The artists will require up to a **60 minute tech rehearsal before the house opens** to run through all of the audio and lighting requirements.

Venue to provide the following equipment:

AUDIO

- Audio system in place and fully functional 2 hours before scheduled tech rehearsal
- Three (3) floor audio monitors
- Three (3) vocal microphones – wired is fine
- Three (3) boom microphone stands – for vocal mics onstage
- ~~Three (3)~~ ^{2 only} wireless vocal microphones – kept backstage, just in case a vocal mic fails
- Two (2) instrument cables – feeds for bass and guitar

PROPS

- Two (2) large rugs
- One (1) music stand
- Three (3) stools
- Two (2) short cocktail tables with two (2) matching black tablecloths
- Six (6) bottles of water

LIGHTING

- Lighting that is hung, circuited, and focused prior to scheduled tech rehearsal.
- Basic front wash that provides enough visible light onstage to read and perform.
- Individual specials for Mr. Collins, Ms. Mann, and Mr. Bryan.
- Please note that the artists may move away from their instruments and stools

NOTE: This sheet is ONLY to indicate mandatory needs for Mr Collins. Ms Mann's tech needs are approximate here and her specific needs must be detailed with her own agent and in those contract agreements.

**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.

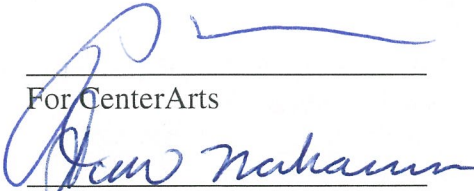
13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, 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