

CAMI Music LLC

ARTIST / ATTRACTION FIXED COMPENSATION AGREEMENT

Agreement made this **26** day of **January 2015** by and between **Cameron Carpenter** (hereinafter called the "Artist/Attraction"), c/o Manager at 5 Columbus Circle @ 1790 Broadway, New York, NY 10019 for the services of **Cameron Carpenter** (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: **CAMI Music LLC**
- (c) Number of Performances: **1**
- (d) Type of Performance(s), Day(s), Date(s), Time(s) and Place(s):

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT _____

One (1) performance on Thursday February 11, 2016 at time 8:00pm.
Technical rider is attached and is an integral part of this agreement.

IN-HOUSE SOUND, LIGHTS & PRODUCTION _____

- (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)

- (g) Piano(s), Make and Size Required:

- (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 (\$9,000) USD plus three (3) rooms for one (1) night. - Red Lion in Eureka, or the Hotel Arcata - N. 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 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: _____
 Artist/Attraction

By: **X** _____
 Presenter (Name)

By: _____
 Manager

By: _____
 Title

By: _____

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 PIANO(s), PROPERLY TUNED, if required.
 - a microphone on the stage of the Theatre and a sound system in good working order, if required.
 - (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.
 - (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.

Please disregard any previous riders you may have received.

CAMERON CARPENTER

CAMERON CARPENTER

Contract Rider

This rider is hereby part of the contract between **Cameron Carpenter** (hereinafter referred to as "ARTIST") and _____ (hereinafter referred to as "PURCHASER"), contract dated _____.

The performance is scheduled to take place on the _____ day of _____, in the year _____, at _____ in _____.

The purpose of this rider is to facilitate the best performance possible. PURCHASER should study this rider and make the necessary provisions contained herein. ARTIST's management will make every reasonable effort to notify PURCHASER of any changes. **Any difficulties, problems or proposed changes to this rider must be approved by ARTIST.**

THIS RIDER IS SUBJECT TO CHANGE BY ARTIST ONLY.

PURCHASER SHALL PROVIDE AND PAY FOR THE FOLLOWING:

1. Billing

ARTIST is to be billed only as "Cameron Carpenter featuring the International Touring Organ". No other bylines may be used.

The following text will be included in the program: "Cameron Carpenter appears by arrangement with Columbia ARTIST's Music, LLC. Mr. Carpenter records exclusively for Sony Classical."

www

2. **Performance**

- a) ARTIST reserves the right to approve all other acts on the bill.
- b) There will be absolutely NO tape recording, video recording, photography or radio broadcasts during sound check or performance unless prior written permission is granted by ARTIST Representative.
- c) All music played in the venue before, during, and after the performance is subject to ARTIST's approval.
- d) ARTIST retains the right to choose to perform with or without an intermission.

3. **Payments**

Performance fee checks should be made payable to "CAMI Music LLC" and given to the Tour Manager during intermission of the performance. If a check is to be mailed, please send it directly to CAMI Music at the address below within one (1) business day following the performance.

CAMI Music
1790 Broadway, 16th Floor
New York, NY 10019
ATTN: Toby Tumarkin

4. **Transportation**

PURCHASER will provide **professional ground transportation** including luggage handling where needed, from the arrival airport to the hotel upon ARTIST's arrival; from the hotel to the rehearsal and Concert location throughout ARTIST's visit; and, upon ARTIST's departure, from either the hotel or the Concert location to the departure airport, including when departure airport is different than arrival airport

5. **Loaders**

A crew of four house personnel is needed for the first two hours of load-in, and for a two-hour load-out. An engineer, driving the organ truck, will oversee load-in, connection, load-out, and general logistics.

6. **Schedule**

Preceding evening: Local arrival of truck, organ and engineer; probable air arrival of ARTIST.

Concert day

N.B.: Personnel access to the hall during all setup and rehearsal is strictly limited to appropriate venue front of house staff, crew, and ARTIST's personnel (driver, engineer, ARTIST's assistant, etc.). All access of other persons is directly subject to ARTIST's approval. At no time may anyone photograph or video record the International Touring Organ's components, setup or physical consist without ARTIST's approval. At no time may any person may play, operate or otherwise interact with the International Touring Organ without ARTIST's approval and without the ARTIST attending in person.

9:00AM: Arrival of truck and 4 crew at venue; unloading of all equipment from truck onto stage or near-stage staging area.

(9:00AM-c.1:00PM: ARTIST arrival at ARTIST's discretion as determined on arrival with engineer).

9:30AM-10:30AM: With truck unloading completed or nearly complete, engineer supervises crew in subwoofer placement and approximate placement of speaker cases. Once completed, engineer begins console unloading and assembly. House staff provide stage and offstage power connections. The organ's wireless/cordless LED lighting system is unloaded and charged at this time, for which purpose PURCHASER will provide access to house power.

N.B.: Access to venue's high-speed internet connection may be needed.

10:30AM-11:30AM: With console assembled, engineer completes all quick-connect audio connections to speaker cases, subwoofers, amplifiers, and check all data and power connections. In venues with robotic stages, crew are available to support site-specific staging of the organ as desirable (rear of stage higher than front of stage, etc.) With all connections completed, the organ comes online.

11:30 AM: Crew may depart.

c. 11:30 AM/on ARTIST arrival: ARTIST performs standardized diagnostics, balancing and bass testing, sound pressure tests, auto playback tests and other adjustments specific to the venue. Minor adjustments to speaker placements are likely. Sound technician, working with Tour Manager, calibrates low-output setting on house system, using S/PDIF input from organ. House system should be left on, once calibrated, throughout rehearsal.

1:00PM—1:30PM: Lunch catered at venue.

1:30PM—6:30PM: Rehearsal time reserved, for use at ARTIST's discretion. At ARTIST's discretion, there may be time for a media call, outreach or other event. Dinner is catered one half-hour before house open. As soon as the organ's LED lighting system has reached a full charge, it is disconnected from charging by Engineer, placed in position in the organ, tested, and then switched off. An off-stage access to the house (grand) piano will be provided to ARTIST should he require it at any time during his rehearsal. The piano does not need to be tuned.

Immediately before house open: Organ's final test is complete (c. 1 minute) by ARTIST or Engineer, and LED lighting system is turned on. In some cases and at ARTIST's discretion, the fabric reveal cover is placed on the console.

Immediately following the concert: the engineer oversees the disconnection of the speaker components and console, and engineer and crew complete load-out within 2 hours.

6. International Touring Organ

The ARTIST will bring his International Touring Organ, which consists of a modular console assembled from six components in armored cases, a supercomputer/amplifier unit in three armored cases, and a proprietary audio system consisting of specialized speakers mounted in ten (10) wheeled road cases and eight (8) specialty subwoofers. The ten speaker cases each have a footprint of approximately 2.5' x 4.5'. Cabling for the speaker cases is housed in the base of each case.

Where a house sound system is available for use, PURCHASER will provide technician and mixing board connections to connect the organ, via S/PDIF (Sony/Philips Digital Interface), to the ITO's system for "discrete support" (typically 5% to 15% output).

The console footprint is 9' x 7' and does not require any special platform or stage extension. The console has recessed wheels and is easily moveable once assembled. The ARTIST prefers to have the console placed as close to the stage lip as possible, in the center of the stage, with his back to the audience. Wherever possible, the supercomputer/amplifiers should be located offstage, but they can be located on stage if necessary with no audio or visual disruption.

Venue will provide a high-speed Internet connection. The International Touring Organ has a self-contained wireless Internet system for uplinking remotely to the Marshall & Ogletree laboratory in Needham, MA., for the purposes of remote diagnostics and troubleshooting when needed. However, access to the venue's Internet connection is requested as a backup pathway in case the venue is out of range of the organ's system, or in case the organ's system is down or otherwise offline for whatever reason.

TERMINOLOGY

The International Touring Organ is always to be referred to thusly:

International Touring Organ

This is a proper name and it, including capitalization, is always to be used in referring to the instrument. It is not to be referred to by any other name ("digital organ", "touring organ", etc.) and quotation marks are not to be used ("International Touring Organ").

PHYSICAL CONSIST OF THE INTERNATIONAL TOURING ORGAN

Modular Console flight case weights and measures, including console components

NOTE THESE MEASUREMENTS ARE THE CASES, NOT THE PARTS OF THE CONSOLE ASSEMBLED ONSTAGE

1) Right Side Jamb	61"x 33"x 46" (155 x 84 x 117 cm)	475lbs. (216kg)
2) Keyboards	56"x 43"x 46" (143 x 110 x 117 cm)	675lbs. (307kg)
3) Left Side Jamb	61"x 33"x 46" (155 x 84 x 117 cm)	475lbs. (216kg)
★ - 4) Pedal case	87"x 48"x 35" (221 x 122 x 89 cm)	685lbs. (311kg) - <i>Will need to ★ Forklift thru Sceneshop DB</i>
5) Support Legs	60"x 25"x 41" (153 x 64 x 105 cm)	480lbs. (218kg)
★ - 6) Hydraulic Lift	86"x 41"x 23" (219 x 105 x 59 cm)	575lbs/261kg + 250lbs/114kgs of spare parts in case
	= 825lbs/375kgs	

Subwoofers

Large sub #1 83"x 32"x 20" (211 x 82 x 51 cm) 280lbs + 15 pounds of hardware/wheels to be added = 295lbs (134kg)
Large sub #2 83"x 32"x 20" (211 x 82 x 51 cm) 280lbs + 15 pounds of hardware/wheels to be added = 295lbs (134kg)
Large sub #3 83"x 32"x 20" (211 x 82 x 51 cm) 280lbs + 15 pounds of hardware/wheels to be added = 295lbs (134kg)
Large sub #4 83"x 32"x 20" (211 x 82 x 51 cm) 280lbs + 15 pounds of hardware/wheels to be added = 295lbs (134kg)
Note that all large subs will have wheels and handles added to them and will probably be a bit taller therefore.

Small sub #1	38"x 30"x 12" (96 x 76 x 31 cm)	100lbs. (46kg)
Small sub #2	38"x 30"x 12" (96 x 76 x 31 cm)	100lbs. (46kg)
Small sub #3	38"x 30"x 12" (96 x 76 x 31 cm)	100lbs. (46kg)
Small sub #4	38"x 30"x 12" (96 x 76 x 31 cm)	100lbs. (46kg)

Supercomputers

Computer flight case and connections, #1 c.24"x24"x48"	250 lbsgs. (114kg)
Computer flight case and connections, #2 c.24"x24"x48"	250 lbsgs. (114kg)
Computer flight case and connections, #3 c.24"x24"x48"	250 lbsgs. (114kg)

10 Speaker carts

Measurements each cart: 25.5 inches deep, 49 inches wide, 63 inches tall
Total each cart c.640lbs (291kg) - Round up to 700lbs (318kg) each
Total for 10 speaker carts c. 7000lbs (3,175kg)

7. Power Requirements

A minimum of 7 dedicated 20-amp circuits is required for safe operation

8. **Acoustic Shell**

Should the venue have acoustic shells, please have them available for use at the ARTIST's discretion.

9. **Lighting**

The organ travels with a 16-unit set of lightweight, wireless, cordless rechargeable battery-powered LED lights (8 "par" uplights and 8 "bar" speaker lights) providing basic RGB uplighting and effect wash lighting throughout the infrastructure of the organ. Convenient non-DMX wireless operation via remote control can be synced to house lighting control where desired. **PURCHASER will provide access to house power for charging the lights on the concert day. Please also provide a water based hazer for use with the lighting during the performance**

See attached lighting addendum for looks throughout the show. Each look will be advanced with the tour manager.

10. **Cameras and Screens**

ARTIST will travel with a professional camcorder with a mini converter and tripod to display ARTIST's playing to audience during the performance. PURCHASER will provide a projector still store or computer/switcher connection for use with the PURCHASER provided video system. PURCHASER is responsible for all cabling that connects onstage camera with the projector. The aspect ratio for screen and projector is 16 x 9; output is SDI or HDMI. The screen should be hung at least 30' upstage from the curtain, or as far as possible, and at least 6' above the stage.

11. **Microphone**

PURCHASER will provide a wireless hand-held mic and music stand next to the organ console for ARTIST's use during the performance

12. **Technicians**

PURCHASER agrees to provide, at no cost to ARTIST or ARTIST's Representative, the professional personnel necessary to operate house lighting; all necessary back and front house staff (and page turner, if requested), each at PURCHASER's expense, during Concert, and for two hours before and one hour after Concert.

Tour Manager will direct and stage manage the performance and will require a table and chair stage right, with a clear sightline of the ARTIST as well as a headset for communication between the video and light board operators.

13. **Security and Security Escort**

PURCHASER shall ensure that adequate security will be in place to protect ARTIST. This must include security guards posted at dressing rooms and backstage at all times. If ARTIST chooses to meet the audience before the concert, he will be escorted by a security guard who will remain in close proximity of ARTIST during the greeting. If there is an album signing or other public event following the performance, a security guard will escort ARTIST from his dressing room to the signing or other event, remain in close proximity to ARTIST during the event, and escort ARTIST back to his dressing room following the event.

14. **Parking**

PURCHASER shall arrange for secured parking near the venue, at no cost to ARTIST.

*- 1 tour bus or
up to 4 cars - NJA*

15. **Dressing Room**

A. Approval. PURCHASER will provide two (2) dedicated dressing rooms; one (1) for the ARTIST and the other for his Tour Manager, all day on the day of Concert and for up to two hours following Concert, and will reserve and prepare such rooms in advance for this purpose. Where possible, ARTIST will be provided with a dressing room with piano. PURCHASER will take ARTIST to dressing room area upon ARTIST's first arrival at venue to insure that the facilities will meet ARTIST's requirements based on the specifics, below.

B. Preparation. ARTIST's dressing room must be comfortable, well-lit, and well-ventilated, in clean condition, afford privacy, and be in a location well away from public traffic. Dressing room should have a working door lock operable from the inside; a large well-lit mirror; working electrical outlet(s); a dedicated bathroom with sink and toilet (sink must have running hot water); and a sturdy table and chair. Any windows in the dressing room must have blinds, shades, or other coverings affording privacy. It is sometimes the practice of ARTIST to spend at least forty-five minutes alone in the dressing room before concert, and it will be appreciated that ARTIST not be disturbed during this time.

PURCHASER will provide the following in ARTIST's dressing room one hour before the start of Concert:

- a. three (3) half-liter bottles of non-carbonated Poland Spring® or FIJI® bottled water;
- b. two (2) quart containers of organic 2% or whole milk, on ice or in appropriate cooling container;
- c. one clean, operable coffeemaker, hot-pot or other device for preparing hot water;
- d. appropriate heavy mug (for tea) and spoon;
- e. one fruit-and-cheese plate with ripe fruit;
- f. one box of Celestial Seasonings® or other decaffeinated Peppermint Tea;
- g. honey for tea.

C. If PURCHASER is unable to provide a dressing room area meeting these guidelines, PURCHASER is responsible for providing a suitable hotel in close proximity to the concert venue, and for arranging and providing timely ground transportation to and from hotel, so that ARTIST may use the hotel as a dressing room. In this case, PURCHASER is also responsible for supplying the items in B, above, to ARTIST's hotel well in advance of concert (or for absorbing cost of hotel's provision of same).

16. Hospitality

In addition to dressing room provisions, PURCHASER must provide meals for ARTIST:

Hot meal is to be provided in dressing room or greenroom at venue. Buyouts are ok with advance notice. In lieu of providing meals for ARTIST, PURCHASER will pay \$75.00 (either in a separate check or added to the amount of Fee) to cover the cost of food procured or brought by ARTIST.

- a) Hot Entree – we appreciate a variety of choices. Personnel may change. Please advance menu with tour manager.
Guidelines:
 - Monday/Saturday - Chicken-based Dinner
 - Tuesday/Friday – Pasta Dish (no lasagna)
 - Wednesday– Mexican Dish – Chicken & Vegetarian (Mild)
 - Thursday/Sunday – 50% Beef, 50% fish choices
 - b) Soup or salad
 - c) Dessert
 - d) Tea, coffee, water, juice, soft drinks
- *** Please keep dinner items available from Dinner time until 30 minutes before show time.

17. Accommodations – Red Lion in Eureka, or the Hotel Arcata – *etc*

PURCHASER will provide four (4) rooms for up to three nights' lodging at a **four star hotel or better**. The hotel must provide wireless Internet access. The hotel facility must either have a gym with aerobic equipment and free weights or must be within close proximity (safe walking distance or short taxi ride) from a gym or sports club. PURCHASER must submit hotel information for ARTIST approval no later than two (2) weeks in advance of the engagement.

18. Tickets & Passes

PURCHASER will provide 10 tickets to the performance, at no cost to ARTIST. ARTIST shall have full control of distribution of all passes with access to backstage areas. Promotional tickets beyond 10 allotted to ARTIST must be

requested in writing and approved by ARTIST or ARTIST's management. Unapproved promotional tickets will be counted as "sold" tickets in final ticket count.

The merchandise split is 80/20

19. Merchandise

ARTIST and/or their representatives shall have the exclusive right to sell and distribute their merchandise at and around the venue. ~~The PURCHASER shall not be entitled to and shall not receive any portion of the sale of said merchandise.~~ The venue shall supply one (1) experienced and competent seller, whom is to be assigned the responsibility of overseeing and confirming the "counting in" and "counting out" of all merchandise at no cost to the ARTIST. PURCHASER and/or venue manager acknowledges that these individuals are first and foremost employees of the venue, and hence assumes responsibility for their actions or inactions.

20. Recording

Recording of the ARTIST by media outlets for local, regional, national, or other news broadcast, when in advance of concert or during concert, is permissible, if such recordings are undertaken in normal documentary and/or news magazine style. Limited video recording of ARTIST in advance of the performance by media outlets, for promotion of the concert, is permissible and ARTIST is in general very supportive of this.

If PURCHASER wishes to make audio and/or video recording of Concert, **PURCHASER must request, in writing, ARTIST's permission through CAMI Music, well in advance of Concert** (via email, or on hard copy on official stationery of venue or responsible party), specifying name and contact information of recording technician and/or company hired to make the recording, basic information about the recording equipment and format to be used, and information as to the likely use and audience of the proposed recording. PURCHASER acknowledges that ARTIST may deny permission to record without explanation. PURCHASER further acknowledges that no recording may be made without written permission from CAMI Music in advance, and that spoken permission may not be given from ARTIST when on site.

Regardless of whether any recording is made of Concert, PURCHASER agrees that **rehearsals will not be recorded, broadcast, televised, videotaped, photographed, filmed, webcast (streamed), or otherwise reproduced or extended beyond the rehearsal site in any way whatsoever.** This includes, but is not limited to, capturing, if applicable, of organ playback files (as MIDI files or in any other format or medium currently in existence or to be invented) during live performance; if applicable, organ playback files (as MIDI files or in any other format or medium currently in existence or to be invented) prepared by ARTIST in advance for use during performance; if applicable, organ playback files (as MIDI files or in any other format or medium currently in existence or to be invented) that may be made by ARTIST during rehearsal for the purpose of ARTIST's own comparative listening or other preparatory activities; and recording, in any way, of closed-circuit systems used to broadcast ARTIST's performance on screens for the benefit of a live audience.

PURCHASER acknowledges that ARTIST retains the right, including after permission is obtained from CAMI Music, to cancel or withdraw permission to record, up to and including immediately before and during Concert, for any reason whatsoever, without explanation, and that such decision on ARTIST's part need only be communicated orally to be binding on PURCHASER.

PURCHASER is further advised that violation of these terms in any way by PURCHASER, whether through intent, omission, oversight, default, or any other reason, may be immediately actionable by ARTIST, and that in case of any action or proceeding initiated by ARTIST as a result of such violation, PURCHASER will be held fully responsible for any and all legal fees, attorney's fees, and court costs as may be incurred by ARTIST for the duration of such action or proceeding. Furthermore, PURCHASER agrees that in case of such action, ARTIST may, at ARTIST's discretion, directly sue PURCHASER without first suing the recording engineer and/or recording company originally retained by PURCHASER.

In addition to all of the above contained in 18 ("Recording"), PURCHASER will observe the following terms:

Cameron Carpenter Contact Sheet

BOOKING INQUIRIES

Toby Tumarkin
Columbia Artist's Music LLC

+1 212-841-9563 | phone
[REDACTED]
[REDACTED]

MARKETING INQUIRIES

Jean Lee
Columbia Artist's Music LLC

+1 212-841-9508 | phone
+1 212-841-9719 | fax
jlee@camimusic.com

TECHNICAL & ADVANCE INQUIRIES

Samuel Nelson
Tour Manager & Organ Technician

+1 617- 281-0387 | phone
[REDACTED]

MEDIA AND PRESS INQUIRIES

Amanda Sweet
Bucklesweet Media

+1 202-636-3507 | phone
[REDACTED]
[REDACTED]

TRAVEL AND HOSPITALITY

Susan Slaymaker *Assistant to Cameron Carpenter*
Slaymaker Special Projects

[REDACTED]
[REDACTED]

MARKETING SUPPORT

[REDACTED]
[REDACTED]

PURCHASER Information Form

Please complete this information for itinerary purposes.

PURCHASER Roy Furshpan

PURCHASER address (mailing only)
CenterArts/Humboldt State U. 1 Harport Street, Arcata, CA 95521

Venue name Van Duzer Theatre

Venue Physical address
Same as purchaser

Hall capacity 800 Stage Dimensions _____


Phone numbers: Main 707-826-3928 Fax 707-826-5980

Emergency 707-826-⁵⁶⁸⁵ Box Office 826-3928 Backstage N/A

Recommended Nearby Hotels
Red Lion Hotel or Hotel Arcata

CONTACTS

Director Roy Furshpan

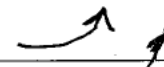
Phone 707-826-3928 Fax 707-826-5980 e-mail 

Tech Director Dan Stockwell

Phone 707-826-3928 Fax 707-826-5980 e-mail daniel.stockwell@humboldt.edu

Event Coordinator Michael Moore, Jr.

Phone 707-826-3928 Fax 707-826-5980 e-mail mjm8@humboldt.edu

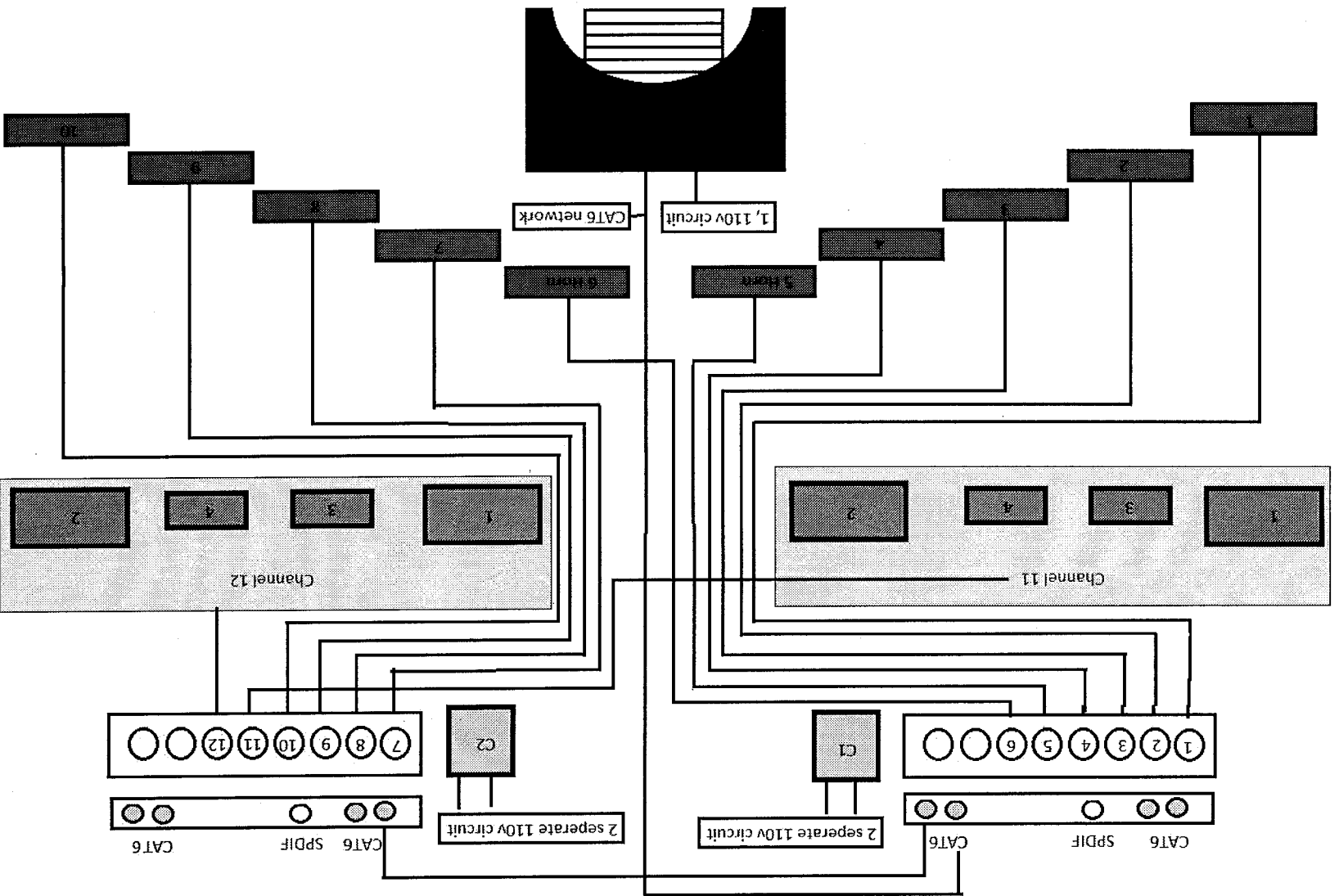
Marketing/Publicity Michael 

Phone _____ Fax _____ e-mail _____

FOH Manager Michael 

Phone _____ Fax _____ e-mail _____

Stage Plot



camimusic

Cameron Carpenter featuring the International Touring Organ
Contract Rider
December 2014

**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