

Celtic Fiddle Festival Performance Contract

An agreement dated this 14 May 2014 by and between the ARTISTS, known as Celtic Fiddle Festival, and the VENUE/PROMOTER known as Roy Furshpan /CenterArts Humboldt State University . It is agreed by and between the ARTISTS and the VENUE/PROMOTER, named above, as follows:
This contract is contingent on the some of the ARTISTS receiving a US work visa.

1. VENUE/PROMOTER Contact information:

Name: Roy Furshpan/CenterArts Humboldt State University
Address: CenterArts Humboldt State University, 1 Harpst St., Arcata, CA 95521
Phone: 707-826-3011 Email: Roy.Furshpan@humboldt.edu
Contact info to be put on the web: www.humboldt.edu/centerarts 707-826-3928

IN-HOUSE SOUND, LIGHTS & PRODUCTION *RH*

2. Performance dates, times, length, load in and sound check:

Date & Time of Performance: Sunday 15 February 2015, 8 pm
Number of sets: Two 45 minute
Load in & sound check time: Load in TBA, sound check per advance

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

ALL PAYMENTS BY UNIVERSITY CHECK *RH*

3. Location of performance:

Name: Van Duzer Theatre/ CenterArts Humboldt State University,
Address: 1 Harpst St., Arcata, CA
Phone: 707-826-3928 Web address: www.humboldt.edu/centerarts
Contact person/phone on day of event: Michael Moore mgm8@humboldt.edu 707-826-3928

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

4. Compensation to be paid: \$4000 flat fee. **Payment due to ARTISTS at conclusion of show.** Checks payable to Loftus Music. Tax ID number available upon request. Accommodations (4 hotel rooms) will be provided for the ARTISTS by the VENUE/PROMOTER, rooms 2 smoking 2 non smoking, unless otherwise arranged, including parking fees if applicable. **If possible**, please provide 2 bottles red wine, cheese, fruit, bread, & bottled water in green room or dressing room. Thank you!

*Hotel rooms for one night @ the - m/r
Red Lion Hotel in Eureka or Hotel Arcata *RH**

5. Technical requirements will be supplied by the VENUE/PROMOTER, as outlined in the attached Stage Plot.

6. Merchandise: The ARTISTS will be provided with the opportunity to sell their merchandise on the date of the performance, ~~with no commission taken without prior arrangement~~ *80/20 - m/r RH*

7. Promotional materials at website: www.celticfiddlefestival.com

Number of promo CDs to be sent and where: 10

*Attn: Michael Moore, Jr.
CenterArts/ HSU
1 Harpst St.
Arcata, CA 95521 *RH**

8. Additional terms or info:

9. Unpredictable circumstance: This contract will be considered void for both ARTISTS and VENUE/PROMOTER in the case of unpredictable circumstance, such as but not limited to, accident, illness, strike, natural or man made disaster, or cosmic cataclysm.

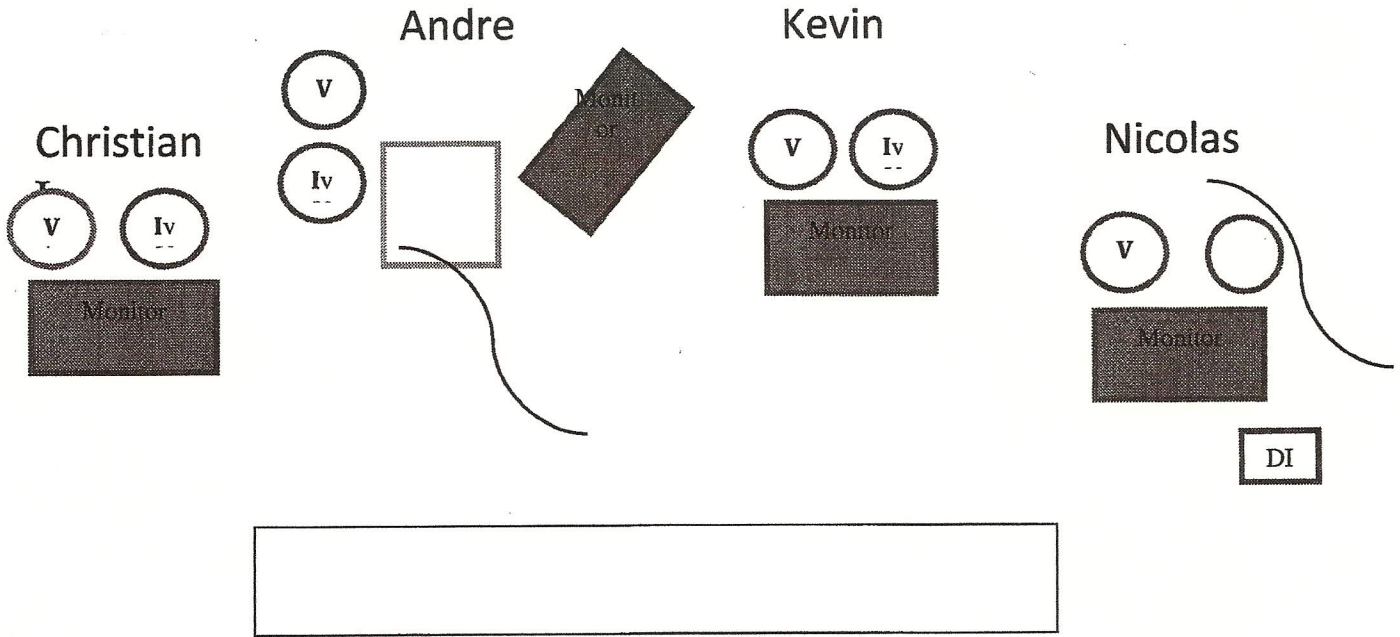
Please return ASAP. You can confirm by replying to this email and entering "I accept this agreement" at the beginning of your reply. Or print, sign, scan and return, thanks!

Ruby Hoy

Agent for ARTISTS _____ Ruby Hoy Date 14 May 2014
Ruby Hoy - working for traditional music & musicians www.rubyhoy.com

Agent for VENUE/PROMOTER _____ Date _____
[Signature]

Celtic Fiddle Festival



**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.

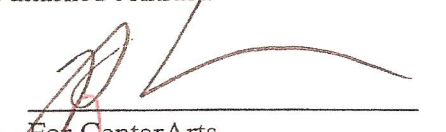
14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contract.



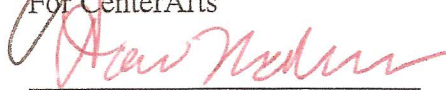
For Artist



Tax ID/Social Security #



For CenterArts



For University Center

Updated: April, 2009