

COODER - WHITE - SKAGGS Van Duzer Theatre Arcata, CA

Agent: Bobby Cudif | bcud6@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Wednesday, April 15, 2015 by and between RS ENTERTAINMENT, INC. ("ARTIST COMPANY"), which shall furnish the services of COODER - WHITE - SKAGGS ("ARTIST"), and CENTERARTS/HUMBOLDT STATE UNIVERSITY ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement.

This Performance Contract between ARTIST COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and ARTIST COMPANY hereby agree as follows:

1. ENGAGEMENT / VENUE:

VENUE: Van Duzer Theatre
ADDRESS: Humboldt State University 1 Harpst Street Arcata, CA 95521 United States
SUPPORT: NONE/EVENING WITH
DATE OF SHOW(S): Mon, Oct 5, 2015 8:00PM SET LENGTH: 90 Minutes
NO. OF SHOWS: 1 ANNOUNCE: 05.15.2015 Mon
DOORS: 7:30PM ON SALE: 05.16.2015 Tue

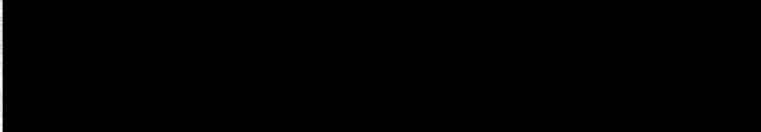
2. COMPENSATION:

\$ 40,000.00 guaranteed to ARTIST (the "Guarantee").
Flat Guarantee, PLUS Accommodations and Piano.

UNIVERSITY CANNOT PAY DEPOSITS

3. PAYMENT TERMS:

PURCHASER shall pay a deposit in the amount of \$ 4,000.00 to PARADIGM TALENT AGENCY no later than Friday, September 4, 2015.



124 12th Ave., South, Ste. 410 Nashville, TN 37203

ALL PAYMENTS BY UNIVERSITY CHECK

The balance of the Guarantee shall be paid to and in the name of ARTIST COMPANY by cash or cashier's check not later than the evening of the Engagement.

4. PRODUCTION:

PURCHASER to provide and pay for Sound, Lights, and Piano, approved by ARTIST. IN-HOUSE SOUND, LIGHTS & PRODUCTION

5. OTHER PROVISION(S):

ACCOMMODATIONS: PURCHASER to provide first class accommodations. Number of rooms: Nine (9) At the Red Lion in Eureka, CA for one night.

6. BILLING:

100% Headline

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

RECEIVED SEP 15 2015

Performance Contract 60870.pdf

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RECEIVED SEP 18 2015

[[Status 3]]

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124 12TH AVE., SOUTH, STE. 410 | NASHVILLE, TN 37203 | 615-251-4400 | 615-251-4403 FAX | APV LIC#008179 APR 15, 2015

COODER - WHITE - SKAGGS | **CONTRACT DUE BY 04/30/15**

Agent: Bobby Cudd : bcudd@paradigmagency.com

7. **TICKET SCALING AND PRICES:**

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL
Student	812	-	25.00	20,300.00
General Admission DOS	0	-	05.00	0.00
CAP: 812	TOTALS:	812	0	66 \$ 20,300.00 GROSS POTENTIAL

8. **MERCHANDISE:**

ARTIST receives 80% of soft-goods and 90% of recorded materials; VENUE sets. *Artist prefers to sell.*

9. **CONTACT DETAILS:**

ARTIST: COODER - WHITE - SKAGGS
RS Entertainment, Inc.
c/o Paradigm
124 12th Ave. S. Suite 410
Nashville, TN 37203
615-251-4400

PURCHASER: CenterArts/Humboldt State University
1 Harpst Street
Arcata, CA 95521
707-826-3528
carts@humboldt.edu
Roy Furchpan
707-826-3528
roy.furchpan@humboldt.edu

10. **ATTACHMENTS:**

PURCHASER shall fully comply with and abide by all of the terms and conditions set forth in ARTIST'S RIDER, attached hereto and incorporated herein by this reference, at PURCHASER'S sole cost.
The ADDITIONAL TERMS attached hereto form a part of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PURCHASER

Roy Furchpan
CenterArts/Humboldt State University
1 Harpst Street
Arcata, CA 95521
E-Mail Contact To: carts@humboldt.edu

By _____
Its _____

ARTIST

Charlotte Scott
RS Entertainment, Inc.
c/o Paradigm
124 12th Ave. S. Suite 410
Nashville, TN 37203
615-251-4400

By *Charlotte Scott*
Its *General Manager*

~~COOPER - WHITE SKAGGS Van Diver Theatre North Carolina CT DUE BY 04/30/15~~

Agent: Bobby Cude | bobby@paradigmagency.com

ADDITIONAL TERMS AND CONDITIONS

1. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever in the absence of a specific written agreement with Artist relating to and permitting such recording, reproduction or transmission.
2. It is expressly understood by the Purchaser and the Artist who are parties to this contract that neither the Federation nor the Local Union nor Paradigm are parties to this contract in any capacity and, therefore, that neither the Federation nor the Local Union nor Paradigm shall be liable for the performance or breach of any provision hereof.
3. A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating with the Artist performing the engagement and the Purchaser.
4. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond Artist's control.
5. Provided Artist is ready, willing, and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof, in full, regardless of acts of God, fire, accident, riot, strike, or any event(s) of any kind of character whatsoever.
6. Purchaser's violation or failure to perform or fulfill any of the terms, covenants or conditions set forth in this agreement shall constitute a material breach, which shall entitle Artist not to appear or perform for any performance(s) of this engagement without any liability to Purchaser; and in such event, Purchaser shall be obligated to Artist for the full amount of compensation guaranteed to Artist; in addition to any and all other remedies for such breach which remedies shall be cumulative. In addition, if, on or before the date of any scheduled performance, Purchaser has failed, neglected or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is in Artist's opinion unsatisfactory, Artist shall have the right to demand the payment of all compensation forthwith. If Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel Artist's engagement by notice to Purchaser to that effect, and in which event Artist shall retain any amounts theretofore paid by Purchaser. Each term covenant and condition hereof is an essential condition precedent to Artist's obligation to perform and any breach by Purchaser shall entitle Artist to recover, without limitation, damages for any loss of good will and injury to Artist's reputation, all costs and disbursements of Artist in reliance upon this engagement and Artist's actual attorney's fees and costs in connection with any suit, arbitration or other proceeding whether or not reduced to final judgment or award, arising out of this contract or engagement or to enforce the terms hereof.
7. Purchaser shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deduction whatsoever.
8. In the event the payment to Artist shall be based in whole or in part on receipts of the performance(s) hereunder, Purchaser agrees to deliver to Artist a certified statement of the gross receipts of each performance within two (2) hours following such performance. Artist shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of Purchaser relating to gross receipts of this engagement only.
9. Purchaser agrees to furnish at its own expense on the date and at the time of the performance(s) above-mentioned, all that is necessary for the proper presentation of the entertainment presentation, including a suitable theater, hall or auditorium, well heated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and public address system in perfect, working condition including microphones in number and quality required by Artist, dressing rooms, all necessary electricians and stage hands, all lights, tickets, house programs, all licenses including musical performing rights licenses, special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distribution of circulars, display newspaper advertising in the principal newspapers and Purchaser shall pay all other necessary expenses in connection therewith. Purchaser will pay all music royalties in connection with Artist's use of music, and in addition, the costs of any musicians (including Contractor) other than those furnished by Artist as part of Artist's regular company. Purchaser agrees to pay all amusement taxes. Purchaser shall comply with all regulations and requirements of any union or unions that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by Purchaser and Artist. Purchaser agrees to comply promptly with Artist's directions as to stage settings for the performance hereunder. If Artist so requires, Purchaser will furnish at its own expense all necessary facilities, electricians, stagehands and other personnel for lighting and dress rehearsals. Purchaser shall furnish at its own expense all other items and personnel (including but not limited to any and all personnel, including musicians, as may be required by any national required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefore, except for those items and personnel which ARTIST herein specifically agrees to furnish.
10. Artist shall have the sole exclusive control over the production, presentation and performance of the engagement hereunder, including but not limited to the details, means and methods of the performances of the performing Artists hereunder, and Artist shall have the sole right as Artist may see fit to designate and change at any time the performance personnel other than the Artist hereinafter specifically named.
11. Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by Artist to Purchaser hereunder and whenever there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
12. This constitutes the sole, complete and binding agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York. Purchaser shall not have the right to assign this Agreement, or any provision thereof, but Artist shall have the right from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in part to any person, firm or Corporation.
13. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make Artist liable in whole or in part for any obligation that may be incurred by Purchaser in Purchaser's carrying out any of the provisions hereof, or otherwise. The person executing this Agreement on Purchaser's behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.
14. If Purchaser is providing air transportation, Artist management is to receive hard tickets (or the financial equivalence) NO E-TICKETS, no less than 1 (one) month prior to engagement, or date may be cancelled and deposit (whether received or due) will be forfeited.
15. PARADIGM ACTS ONLY AS AGENT FOR ARTIST AND ASSUMES NO LIABILITY.

COODER-WHITE-SKAGGS

Federal I.D. # 62-1503260
RS Entertainment, Inc.

ADVANCE TEAM

PRODUCTION MANAGER/IN-EAR ENGINEER:
(Production/Monitors)

JERRY LLOYD
[REDACTED]

ROAD MANAGER / FOH ENGINEER:
(Travel Advancement - hotel, ground, runner, hospitality
On-Site Merchandise)

JERRY LLOYD
[REDACTED]

BACKSTAGE:
(Backstage/ Guest List
Advancement)

CHARLOTTE SCOTT
[REDACTED]

PUBLICITY & MARKETING:
(Interviews, Electronic Press Kits)

ABSOLUTE PUBLICITY
Don Grubbs
[REDACTED]

MERCHANDISE:

RICHARDS & SOUTHERN
Chaise Crosslin
[REDACTED]

DEPOSIT INFORMATION:
Deposit Checks made payable to:

PARADIGM
[REDACTED]

Or Wire

*Be sure to include Artist Name and Play Date on wire.

SETTLEMENT:
Checks made payable to:

RS ENTERTAINMENT, INC.

BOOKING AGENT:

ARTIST MANAGERS:

RESPONSIBLE AGENT:
BOBBY CUDD
Paradigm

124 12th Avenue S. Ste. 410
Nashville, TN 37203
615-251-4400 - Office
615-251-4411 - Fax
bcudd@paradigmagency.com

CHARLOTTE SCOTT (contracts)
RS Entertainment (Ricky Skaggs)
329 Rockland Road
Hendersonville, TN 37075
615-264-8877 - Office
615-264-8899 - Fax
charlotte@skaggsfamilyrecords.com

JOHN DORRIS
Hallmark Directions (Sharon White)
713 18th Ave. South
Nashville, TN 37203
615-320-7714 - office
ejbutler@hallmarkdirections.com

COLIN NAIRNE
Mcklam Feldman Management (Ry Cooder)
#200 1505 West 2nd Ave Vancouver BC V6H 3Y4 Canada
604-630-3199 office
604-732-0922 fax
nairne@mfmnet.com

Cooder-White-Staggs
Production Rider

This production rider regarding the contract dated 4-15-15 between RS Entertainment, Inc. f/s/o Cooder-White-Staggs (ARTIST) and Center Arts/Humboldt State Univ. (BUYER) for the engagement on 10-5-15 in Arcata, CA, is part of the attached contract and thereby incorporated by reference.

Following is all necessary production information for the above mentioned performance. Please give this information to your in-house production crew or your contracted production company.

I. STAGING

- A. Minimum stage size: 24' width x 16' depth x 1' height. For taller stages place steps up stage left and up stage right to facilitate access.
- B. Stage surface must be level and completely cleared of any equipment not being used in conjunction with date.
- C. 12' wide x 8' deep space to be used in house for house audio console and ~~lighting console~~. This will be in house center approximately 65' from center of stage. Two (2) 3' x 8' banquet tables to be placed at load-in for consoles. *lighting inside Booth DTY*
slightly off center DTY
- D. The following requirements pertain to outdoor shows only:
1. Stage covering must cover entire performance and monitor mix area at a minimum height of 10' above stage surface.
 2. House sound and lighting covering must be 12' wide x 8' deep at a height of 7' above ground.

II. LIGHTING

← in House Lighting System only DTY

The following are practical suggestions for lighting the production:

- A. Front truss / position:
1. Six (6) ellipsoidals or PAR 64s to provide a 6 kilowatt wash.

2. One (1) 1 kilowatt ellipsoidal special.

B. Rear truss / position;

Four (4) washes of 1 kilowatt fresnels or PAR 64s at 4 kilowatts per wash.

C. Appropriate dimmer racks and light console to operate light rig.

D. Two (2) Super troupers spotlights (or equivalent) in good working order with gel changers.

E. Experienced light board operator and two (2) experienced spotlight operators.

F. Clearcom headset system with individual stations for: spotlights (two), lighting console, dimmers, and house lights.

III. FOH SYSTEM ← *IN House Sound System Only*

A. House Console: 40 channel or larger mixing console with four (4) band parametric EQ, insert jacks, and at least one (1) front facer auxiliary send (Midas, Yamaha, or better quality console). **NO BOSE OR MACKIE SOUND SYSTEM TO BE USED AT ANY TIME.**

B. House Outboard Gear:

1. Reverb: One (1) high quality reverb. Acceptable units are Lexicon PCM 80, Yamaha SPX 900 or like quality units.

2. Compressors: Eight (8) channels of compression. Acceptable units are BSS, dbx 160A, dbx 166AA or better quality units.

C. High quality 3, 4, or 5 way sound system capable of providing clear, undistorted, evenly distributed direct sound throughout venue. System must be able to sustain musical program of frequencies from 20 Hz to 20 kHz

(+ or - 3 dB) at mean level of 108 dB and handle peak levels of 116 dB, measured (C weighting) from house mix position.

Acceptable speaker components are EAW, JBL, Meyer, EV, Vertec Line Arrays or comparable units.

D. System should be set up in stereo with two (2) one-third octave equalizers, two (2) high quality limiters for mains, high quality active crossover and snake. Please also provide a CD player for tuning system and pre-show music.

E. Two (2) positions of intercom: house mix position and monitor mix position.

F. See attached Stage plot and Input List for position of on-stage gear, microphone and DI specifications, and configuration of system inputs. System requires sufficient microphone stands, microphone clips and cables to support all input needs.

← M House
Mic package
only
DS

IV. MONITOR SYSTEM

We provide our own monitor world including a digital console and IEM wireless unless otherwise requested.

V. BACKLINE

Steinway - MUR

Provide Yamaha Concert Grand Piano minimum 7' tuned day of show in addition to any additional requirements specified in advance.

VI. DRESSING ROOM

- Three rooms total backstage - MUR

A. When possible, please provide a minimum of three (3) dressing rooms: one (1) room for Ry Cooder, one (1) room for Sharon Skaggs, and (1) room for Ricky Skaggs. Each room should have adequate lighting, air conditioning or heating (as appropriate to weather), electrical outlets, Internet access when available with password and a private bathroom facility with hot and cold running water and mirrors.

B. BUYER agrees to be solely responsible for the security of items in the dressing rooms.

VII. CATERING

- A. During day of production, please provide one (1) pot of black coffee and condiments, twenty-four (24) small bottles of spring water, assorted bottles of fruit juices, assorted soft drinks diet and regular, coffee cups, and ten (10) hand towels.
- B. When possible, please provide eight (8) full course hot meals preferably consisting of the following: entree (chicken, fish, fajitas, BBQ, steak, or roast beef), three (3) vegetables, dinner salad with choice of dressing, dessert, and drinks (spring water, assorted fruit juices, iced tea, soft drinks, coffee). Please also provide two (2) entrees of either Wild Salmon or Chicken

DS

Breast with a side of quinoa or brown rice and fresh steamed vegetables, and either 2 lentil salads, beets or kale salad with choice of dressing. No alcoholic beverages please.

VIII. SECURITY

A. BUYER will provide security for all Artist dressing rooms, backstage door, any stage access, house and lighting position and bus. No one is to be allowed backstage either prior, during, or after performance without approval of RS Entertainment, Inc. personnel. Consult Road Manager to coordinate security.

B. BUYER will make a reasonable effort prior to, during, and after the performance to maintain an orderly audience.

C. RS Entertainment, Inc. personnel shall have access to all areas of venue.

IX. VENUE ACCESS AND STAGE HANDS

A. ARTIST personnel require three (3) hours of uninterrupted load-in, set-up, and soundcheck time prior to audience admission to the performance venue.

B. BUYER shall provide support for load in and load out. A minimum of 3 sober stage hands.

C. BUYER shall provide parking for one (1) forty-five (45') foot tour bus at stage entrance. If available, shore power for bus would be appreciated: 220 Volt service (2 hot, 1 neutral, 1 ground), 30 Amps per leg.

D. BUYER agrees that ARTIST's show start time will be no later than 9:00 p.m.

X. BOX OFFICE

A. BUYER to furnish a box office statement and unsold tickets or computer printout after Cooder-White-Skaggs show has started. This does not apply where ARTIST'S fee is a flat

rate guarantee.

B. The release of any box office information (gross ticket sales, attendance, etc.) to any individual, media or trade publication, without the express written consent of RS Entertainment, Inc. is strictly prohibited.

C. ARTIST requests twenty (20) comp tickets and ten (10) holds for buys positioned in the first ten (10) rows center front.

These are to be held for ARTIST's use only.

XI. ADVERTISING AND PROMOTION

A. There will be no audio or video equipment brought in by ticket buyers unless authorized in advance by RS Entertainment, Inc. Audio taping, videotaping, or broadcasting of a Ricky Skaggs performance, without the expressed written consent of RS Entertainment, Inc., is strictly prohibited. No Flash Photography permitted.

B. All advance interviews, special promotions, or other needs involving radio, television, or press must be cleared through Absolute Publicity at least three (3) working days prior to the interview deadline or start of promotion.

C. There will be no signs, cards, banners, or any advertising material within fifty (50) feet of the stage, nor shall the names Cooder-White-Skaggs be used or associated directly or indirectly with any product or service without the express written consent of RS Entertainment, Inc.

D. ARTIST shall receive 100% equal billing in all advertising and publicity including, but limited to, air time, newspaper and trade ads, fliers, posters, marquee, etc.

E. Photos and other press materials can be obtained through RS Entertainment, Inc.

XII. CANCELLATION

A. In the event that this engagement is not presented on the day and time scheduled because of

inclement weather, the ARTIST shall be paid in full provided they are present and ready to perform.


B. ARTIST'S obligation hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riot, strikes, and labor disputes, epidemics, and any order or act of public authority, or any other cause similar or dissimilar, beyond ARTIST's control.

C. ARTIST shall have the right to cancel the engagement, without liability, upon written thirty (30) days notice to BUYER prior to performance.

XIII. ANTICIPATED BREACH OF CONTRACT

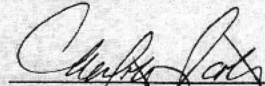
It is expressly agreed that Paradigm has the right, on behalf of the Artist at anytime, to require payment in full prior to ARTIST'S departure for engagement(s) mentioned on the face of this contract. The BUYER'S failure to comply with these provisions shall be considered willful breach of contract and all deposits in possession of Paradigm shall be retained on behalf of the Artist.


ACCEPTED AND AGREED TO:



BUYER

ACCEPTED AND AGREED TO:





COODER-WHITE-SKAGGS

DAY LIST

- _____ Ben Fergeson (Single Suite)
- _____ Johnny Dollar (Single Suite)
- _____ Sharon Skaggs, Cheryl White (Double)
- _____ Buck White (Single)
- _____ Joachim Cooder (Single)
- _____ Mark Fain, Guitar Tech (Double)
- _____ Jerry Lloyd, Grant Hartford (Double)
- _____ Driver (Single)

COODER-WHITE-SKAGGS

OVERNIGHT LIST

- _____ Ben Fergeson, Sharon White (Single King Suite)
- _____ Johnny Dollar (Single King Suite)
- _____ Buck White (Single – Join with Gheryl White's Room)
- _____ Cheryl White (Single-Join with Buck White's Room)
- _____ Joachim Cooder (Single)
- _____ Mark Fain (Single)
- _____ Jerry Lloyd (Single)
- _____ Grant Hartford, Guitar Tech (Double)
- _____ Driver (Single)

ALL QUIET ROOMS NOT NEAR ELEVATORS OR VENDING/ICE MACHINES

**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.

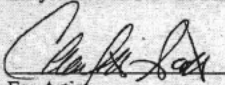
10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider 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.


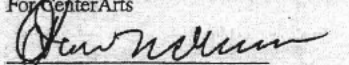
12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee.

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



Humboldt State University • 1 Harpst Street • Arcata, California 95521
707.826.4411 • Fax 707.826.5980

To whom it may concern:

In order to process your payment we are required to receive a signed and completed payee data record. The payee data record is to be completed with the information of the entity we will be making the check out to, whether it's the artist, agent or other artist representative. Please return the attached form to our office with the fully executed contract. If you have completed a W-9 form for us in the past, please note that the payee data record is now required in lieu of a W-9 form. If you have any questions regarding either of these forms please call our office at 707-826-3928.

In compliance with the California Franchise Tax Board policy for non-resident withholdings, we are required to withhold 7% from the artist fee payment. If an agent/representative of artist is acting as withholding agent, please provide us with the necessary documents that confirm their status as withholding agent. If the person or entity we are paying qualifies as a California resident or is exempt, please provide us with CA Form 590 to verify the exemption or California resident status. If you would like to request a reduced withholding amount, please contact the CA Franchise Tax Board at 888-792-4900 for more information.

In addition to the California State Taxes, if the performer is a foreign national we will be required to withhold 30% for the Federal portion of the taxes. A W-8 form will be required to begin the payment process for a non-US citizen. Please contact our office at 707-826-3928 for more information.

Sincerely,

Jessica L. Lende
CenterArts



PAYEE DATA RECORD (REV 4-2007)



Required in lieu of IRS W-9 Form when conducting business with the Humboldt State University Center and CenterArts

PLEASE RETURN TO:	CenterArts, University Center Humboldt State University 1 Harpst Street Arcata, CA 95521		
Section I PAYEE (REQUIRED)	PAYEE BUSINESS NAME <i>RS Entertainment INC.</i>	PHONE NUMBER <i>(615) 264-8877</i>	PURPOSE: Information contained in this form will be used to prepare information returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments. (See Privacy Statement on reverse)
Section II PAYEE ENTITY AND TAX I.D. NUMBER (TIN) (REQUIRED)	<p align="center">CHECK ONE BOX ONLY IN THIS SECTION</p> <p>IF YOU USE YOUR SOCIAL SECURITY OR ITIN NUMBER TO FILE YOUR INDIVIDUAL/BUSINESS TAXES:</p> <p><input type="checkbox"/> INDIVIDUAL / SOLE PROPRIETOR SOCIAL SECURITY NUMBER / ITIN _____</p> <p>IF YOU USE A BUSINESS TAX ID NUMBER TO FILE YOUR BUSINESS TAXES:</p> <p><input type="checkbox"/> EXEMPT CORPORATION <input type="checkbox"/> LEGAL CORPORATION (Attorney/Law Firm) <input type="checkbox"/> MEDICAL CORPORATION <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> ALL OTHER CORPORATIONS <input type="checkbox"/> ESTATE OR TRUST</p> <p>FEDERAL TAX IDENTIFICATION NUMBER (TIN) <i>62-1503260</i></p>		NOTES: Governmental entities, federal, state, and local (including school districts) are not required to submit this form. Payment will not be processed without an accompanying taxpayer I.D. number
Section III PAYEE RESIDENCY DECLARATION All Payments Made Are Subject To Federal And California State Tax Laws (REQUIRED)	<p>IS THE PAYEE OR THE BENEFICIARY OF THE PAYMENT A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN? (APPLIES TO ALL PAYEES)</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If artist is not a US Citizen, please contact the CenterArts office at 707-826-4411 for more information.)</p> <p>CALIFORNIA STATE TAX WITHHOLDING STATUS (APPLIES TO ALL PAYEES)</p> <p><input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA <input checked="" type="checkbox"/> Nonresident (See Reverse) Payments to non residents for services may be subject to state withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/GOODS ONLY SOLD TO CALIFORNIA</p> <p>FEDERAL INCOME TAX WITHHOLDING STATUS (APPLIES TO INDIVIDUALS ONLY):</p> <p><input checked="" type="checkbox"/> I am a US Citizen <input type="checkbox"/> I am a Permanent Resident Alien and I have a Green Card <input type="checkbox"/> I am Not a U.S. Citizen and I Do Not Have a Permanent Resident Green Card</p> <p>Note: All Foreign Citizens/Entities must complete a tax analysis before payments can be made.</p>		MANDATORY RESPONSE NOTES: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trust is a California resident. c. Rules for assessing State taxes differ significantly from Federal tax rules. (Please see reverse) NOTE: Prior to making payments to foreign citizens, United States tax laws require all employers to perform a tax analysis with respect to country of citizenship to determine residency for Federal tax purposes. (Please see reverse)
Section IV CERTIFYING SIGNATURE (REQUIRED)	<p>Under penalties of perjury, I hereby certify that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</p> <p>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) TITLE <i>Charlotte Scott</i> <i>General Manager</i></p> <p>SIGNATURE DATE PHONE NUMBER <i>Charlotte Scott</i> <i>9-18-15</i> <i>(615) 264-8877</i></p>		
Section V W-9 CERTIFICATION (REQUIRED)	<p>Under penalties of perjury, I hereby certify that:</p> <p>1. The number shown on this form is my correct taxpayer identification number (or I am writing for a number to be issued to me), AND</p> <p>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND</p> <p>3. I am a U.S. person (including a U.S. resident alien).</p> <p>See reverse for W-9 Certification Instructions</p> <p>SIGNATURE OF U.S. PERSON DATE <i>Charlotte Scott</i> <i>9-18-15</i></p>		