

**UNIVERSITY CANNOT PAY DEPOSITS**

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT *[Signature]*



**CREATIVE ARTISTS AGENCY**  
 2000 Avenue of the Stars  
 Los Angeles, CA 90067  
 424-288-2000/288-2900 Fax

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT *[Signature]*

**ELECTRONIC**

AGREEMENT made this 24<sup>th</sup> day of Apr, 2014  
 Between Dana Carvey Enterprises, Inc. (hereinafter referred as "PRODUCER"), furnishing the services of the artist(s) professionally

known as Dana Carvey (hereinafter referred to as "Artist") and Center Arts (hereinafter referred as "PURCHASER"). It is mutually agreed upon between the parties as follows: The PURCHASER hereby engages the PRODUCER and the PRODUCER hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions herein set forth, including those attached hereto entitled "Additional Terms and Conditions".

1. Name and Address of Place of Engagement: Van Duzer Theatre - Arcata, CA

2. Date(s), Showtime: Thu, Aug 28, 2014 @ TBA 8:00 P.M. - 11

3. Additional Information:

- Billing:** Artist to receive 100% headline billing.
- Performance Length:** Artist to perform one (1) complete set.
- Sound and Lights:** Purchaser to provide and pay for first class sound & lights.
- Support Talent:** TBD per artist.
- Additional Provisions:** Artist's Rider must be signed by Purchaser prior to Artist's performance and returned with the contract.

Purchaser to provide and pay for:

- \*First class sound, lights & backline to Artist's approval.
- \*Airfare in the form of 1 first class & 1 coach round-trip flights.
- \*First class hotel accommodations subject to Artist's approval in the form of (1) suite & (1) deluxe single room for (1) nights.
- \*Local ground transportation (suburban or other luxury SUV) & catering per Artist's rider.
- \*Guitar per Artist's rider

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

*Hotel caterer or Red Lion* *[Arrow pointing to rider items]*

BALANCE of guarantee is due 3 days prior to the showdate via certified check, money order, or wire transfer. Checks are to be made payable to Artist's corporation and sent to Creative Artist Agency. DANA CARVEY DOES NOT PICK UP ON SITE.

**Merchandise:** 80/20  
**Who Sells:** Venue sells

**4. COMPENSATION AGREED UPON (Amount and Terms):**

**\$40,000.00 guarantee**

TICKET SCALING:	Show Type:	Public Event		
General Admission	812	@	\$65.00	\$52,780.00
Student		@	\$25.00	\$0.00
<b>Total Capacity:</b>	<b>812</b>		<b>Gross Potential:</b>	<b>\$52,780.00</b>
<b>Total Tax%</b>	<b>.00%</b>		<b>Tax/Deductions:</b>	<b>(\$0.00)</b>
			<b>Net Potential:</b>	<b>\$52,780.00</b>

ALL PAYMENTS BY UNIVERSITY CHECK *[Signature]*

**5. DEPOSITS/CONTRACTS: \$20,000.00 due on or before Jun 1, 2014 - Full compensation due 8/28/2014 - 12.**

Purchaser will make payments as follows: all payments shall be paid by certified check, money order, bank draft, wire transfer, or cash. *University*  
 Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on *check*  
 behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. **CONTRACTS MUST BE RETURNED WITHIN 30 DAYS OF RECEIPT, BALANCE of Guarantee, Plus Percentage Payments, if any, and Sound and lights Payments, if any, to be paid in United States Currency by PURCHASER to ARTIST no later than Prior to Performance, evening of engagement**

6. Riders Attached Hereto Are Hereby Made a Part Hereof.

7. If Artist is Headlining This Engagement: "All Support Talent is Subject to Artist Approval."

8. If Artist is Supporting This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."

9. 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 the Producer relating to and permitting such recording, reproduction or transmission.

Signed: *[Signature: Dana Carvey]* (ARTIST/PRODUCER)  
 PRODUCER: Dana Carvey Enterprises, Inc.

Signed: *[Signature]* (PURCHASER)  
 PURCHASER: Center Arts - Arcata, CA by Roy Furshpan

Return all signed copies to Agent:  
 Joanna Scott  
 Agreement No. 585202

THE ABOVE SIGNATURES CONFIRM THAT THE PARTIES HAVE READ AND APPROVE EACH AND ALL OF THE "ADDITIONAL TERMS AND CONDITIONS" ATTACHED HERETO.

Dana Carvey - Van Duzer Theatre - Arcata, CA (Buyer: Center Arts - Arcata, CA)

Mail To: Roy Furshpan; Center Arts; Humboldt State University - 1 Harpst Street; Arcata, CA 95521  
Business phone: 707-826-4411; Business fax: 707-826-5980

#### Additional Terms and Conditions

The following additional terms and conditions are incorporated in and are part of the Agreement attached hereto.

1. PURCHASER agrees that it shall be solely responsible to provide a safe environment for the performances set forth in the Agreement (the "Performances") including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Performances and all persons and equipment are free from adverse weather and other conditions, situation and events ("Adverse Conditions"). PRODUCER and Artist shall not have any liability for any damage or injury caused by such Adverse Conditions. PURCHASER further agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the Performances, and if required by PRODUCER, any and all rehearsals therefor, including, but not limited to:
  - a. Equipment, materials, labor, licenses, permits, including, but not limited to, a suitable theater, hall or auditorium (well-heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by PRODUCER, a public address system in perfect working condition (including microphone(s) in number and quality as required by PRODUCER), and comfortable, well-lighted dressing rooms;
  - b. All stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the Performance(s), including, but not limited to, scenery, properties and baggage;
  - c. Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the Performance(s), and any rehearsals therefore; provided, however, that PRODUCER shall have the right to name such musical contractor and to approve such musicians;
  - d. All lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and security, ushers, ticket sellers for advance or single sales (wherever such sales take place), and ticket takers;
  - e. Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers, and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity.
2. PURCHASER will comply promptly and professionally with PRODUCER'S directions regarding the arrangement of stage decor and settings for the Performance(s).
3. PRODUCER will have sole and exclusive control over the production, presentation, and performance of the Performance(s), including but not limited to, the details, means, and methods of the performances of the performing artist hereunder. PRODUCER shall have the sole right as PRODUCER sees fit to designate and change, at any time, the performing personnel.
4. The Performance(s) to be furnished by PRODUCER shall receive billing in such order, form, size, and prominence as directed by PRODUCER.
5. PURCHASER will comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER or PRODUCER, or otherwise used in the Performance(s);
6. PURCHASER will not have the right to broadcast or televise, photograph, or otherwise reproduce the Performance(s), or any part thereof.
7. Except for local press in commercially reasonable numbers, any free admissions will be subject to PRODUCER'S prior written approval.
8. In the event that payment to PRODUCER will be based in whole or in part on the receipts of the Performance(s):
  - a. Ticket prices must be submitted to and approved by PRODUCER in writing before tickets are ordered or placed on sale;
  - b. PURCHASER will deliver to PRODUCER a certified statement of the gross box office receipts of each such performance within two (2) hours following such performance; and
  - c. PRODUCER will have the right to have its representative present in the box office at all times. Such representative will have the right to examine and make extracts from box office records of PURCHASER relating to gross box office receipts of the Performance(s). PRODUCER will have the right, at its own expense, to audit PURCHASER's box office records relating to gross box office receipts of the Performance(s) upon reasonable notice on or before the date two (2) years after the Performance(s). Such audit will be conducted during normal business hours, and at PURCHASER's normal place of business where PURCHASER maintains such receipts.
9. PRODUCER will have the sole and exclusive right, but not the obligation to sell souvenir programs and other souvenir items, including audio recordings in any and all formats and media, in connection with, and at, the Performance(s). The receipts thereof will belong exclusively to PRODUCER. PURCHASER will make reasonable accommodations to facilitate PRODUCER's sales activities.

Dana Carvey - Van Duzer Theatre - Arcata, CA (Buyer: Center Arts - Arcata, CA)

10. PURCHASER agrees that PRODUCER may cancel the Performance(s) hereunder, in PRODUCER's sole discretion, by providing at least thirty (30) days notice to PURCHASER prior to the Performance(s) date. In such event, PRODUCER will return any amounts previously paid by PURCHASER pursuant to this Agreement, and shall have no further obligations.

11. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of PURCHASER has changed, been misrepresented or been impaired, PRODUCER may cancel the Agreement without payment or penalty of any sort.

12. In the event that PURCHASER fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:

- a. PRODUCER, in its sole and exclusive discretion, may immediately terminate this Agreement;
- b. PRODUCER will have the right to retain any amounts theretofore paid by PURCHASER;
- c. PURCHASER will immediately reimburse PRODUCER for any out-of-pocket costs incurred by PRODUCER and/or Artist as a result of PURCHASER's breach;
- d. PURCHASER will remain liable to PRODUCER for the guarantee and any additional compensation due PRODUCER, as set forth in the Agreement; and
- e. PRODUCER and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

13. In the event of an alleged material breach of this Agreement by PRODUCER and/or Artist, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Performance, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar damages.

14. Currency. Unless otherwise provided herein, CAA will hold all deposits in United States Dollar accounts. Purchaser shall bear any currency conversion risks associated with delivering funds in other than United States Dollars or requesting deposit refunds (when such refunds are applicable) in other than United States Dollars.

15. Force Majeure.

a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to Artist or a member of Artist's immediate family, any of Artist's musicians, or any of PRODUCER's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by PRODUCER or Artist; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within PRODUCER's or Artist's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond PRODUCER's or PURCHASER's reasonable control.

b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 15(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.

c. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay PRODUCER the full amount of the guarantee set forth in this Agreement.

15.1 In the event that this Agreement concerns a support artist performance, and the headline artist of such engagement does not perform for any reason (except a Force Majeure Event cancellation for which Section 15 above will apply), if Artist is ready and willing to perform the services set forth herein, PRODUCER will be entitled to receive the full, agreed upon compensation set forth in this Agreement.

16. Insurance

a. PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). The policy shall name PRODUCER, Artist, each individual member of Artist, and their respective agents, employees, directors, officers, principals, representatives, and shareholders as additional insured's.

b. In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. PURCHASER shall supply PRODUCER with certificates of insurance showing

Dana Carvey - Van Duzer Theatre - Arcata, CA (Buyer: Center Arts - Arcata, CA)

coverage of the above at least ten (10) business days prior to the Performance date; provided, however, that if PURCHASER does not provide such certificate by the foregoing date, PRODUCER may, in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of insurance as set forth herein, PRODUCER may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.

c. The insurance policies described herein will contain provisions requiring the insurance company to give PRODUCER at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to PRODUCER for written approval prior to any such change taking effect.

#### 17. Indemnification

a. PURCHASER shall indemnify, protect, and hold PRODUCER, Artist, the individual performing members of Artist, Artist's managers, accountants, attorneys, agents, and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (i) PURCHASER's breach or alleged breach of the Agreement; and (ii) the Performance, including, but not limited to:

1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance;
2. Any and all loss, damage, and/or destruction occurring to PRODUCER's, Artist's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control;
3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and
4. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by PRODUCER. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to PRODUCER, and PRODUCER expressly agrees to such claim, deduction, or offset in writing.

b. If an insurable risk occurs, resort to the procedures set forth in the insurance policies required hereunder, and any resulting remedies, will be the sole remedy of PURCHASER.

18. PURCHASER shall pay all taxes and fees incurred due to Performance(s), including all amusement taxes.

19. UNDER NO CIRCUMSTANCES WILL PRODUCER AND/OR ARTIST BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE PARTIES' PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF PRODUCER AND/OR ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY PRODUCER. PRODUCER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. PRODUCER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY PRODUCER AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF PRODUCER OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

21. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party.

22. The Parties each acknowledge that CREATIVE ARTISTS AGENCY, LLC acts only as agent for PRODUCER, and assumes no liability hereunder.

23. Except for the Parties' acknowledgment in Section 22 above, that Creative Artists Agency, LLC assumes no liability hereunder, in the event of any inconsistency between these Additional Terms and Conditions and Artist's Rider (attached hereto and incorporated by reference herein), the

**Dana Carvey - Van Duzer Theatre - Arcata, CA (Buyer: Center Arts - Arcata, CA)**

terms of Artist's Rider will control.

24. This Agreement shall be construed in accordance with the laws of the State of California without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in Los Angeles, California in accordance with the commercial rules and regulations then in effect of the American Arbitration Association. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performances or any element thereof. Wherever or whenever there is any conflict between any provision of this Agreement and any such 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.

25. In the event that the performing artist(s) are members of the American Federation of Musicians ("AFM"), PURCHASER agrees that a representative of AFM will have access to the place of engagement covered by this agreement for purposes of communicating with the performing artist(s) and PURCHASER; provided, however, that PURCHASER acknowledges that AFM is not a party to this agreement and is not liable for the performance or breach of any provision hereof.



ADDITIONAL RIDER TO CONTRACT DATED : April 24th, 2014  
 BY AND BETWEEN Dana Carvey - Dana Carvey Enterprises, Inc.  
 (hereinafter referred as PRODUCER), AND Center Arts  
 (hereinafter referred as PURCHASER) FOR PERFORMANCE (S) AT Van Duzer Theatre  
 IN Arcata, CA ON Thu, August 28th, 2014 @ TBA

**Expenses**

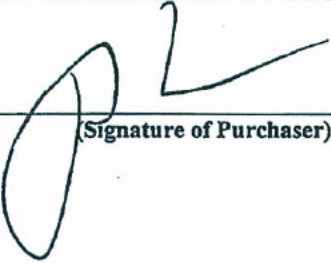
**VARIABLE EXPENSES:**

**Total Variable %:** .00% **Total Variable \$ :** \$ .00

FIXED EXPENSES:			
House Nut	\$49,625.00		
Notes:		Total:	\$49,625.00

If the PURCHASER has other or greater expenses, the contract shall not be affected (except advertising, stagehands or catering, which may increase with written approval of ARTIST's management). If, however, the bona fide aggregate paid bills related to any of the above listed costs shall total less than stated herein, the expenses will be reduced by the difference between the total listed costs above and actual total listed costs as established to the reasonable approval of ARTIST's auditors based on the books, records, and paid bills maintained in connection with the event. It is the responsibility of the PURCHASER to have on hand at the event any and all original paid or unpaid bills needed to document said expenses. Any expenses not so documented will be the PURCHASER's sole responsibility.

**ACCEPTED AND AGREED TO BY:**

  
 \_\_\_\_\_  
 (Signature of Purchaser)

  
 \_\_\_\_\_  
 (Signature of Artist)

ALL PAYMENTS BY UNIVERSITY CHECK \_\_\_\_\_

UNIVERSITY RIDER <sup>as amended</sup> IS MADE AN INTEGRAL PART OF THIS AGREEMENT \_\_\_\_\_

IN-HOUSE SOUND, LIGHTS & PRODUCTION \_\_\_\_\_

UNIVERSITY CANNOT PAY DEPOSITS

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

## **DANA CARVEY – RIDER**

*2013 rider*

**Any/All Rider revisions are subject to Artist Management's approval.**

### **AGENT**

**ROBERT NORMAN  
2000 Ave of the Stars  
Los Angeles, CA 90067  
(424) 288-2000  
(424) 288 -3771 fax  
rnorman@caa.com**

### **PLEASE NOTE:**

Dana Carvey does not pick-up balance of fee or buyout checks on site.  
Please send the balance either via wire transfer to CAA or via FEDEX with the check payable to his corporation "Dana Carvey Enterprises, Inc." to CAA, attention Robert Norman.  
Must be received a minimum of 3 business days prior to the performance date.

**AGAIN, DO NOT GIVE DANA ANY CHECKS AT THE SHOW.**

In regard to the proposed DANA CARVEY engagement in \_\_\_\_\_  
on \_\_\_\_\_ this rider sets forth additional terms and conditions  
regarding said engagement and is hereby made a part of the contract dated \_\_\_\_\_  
between DANA  
CARVEY ENTERPRISES, INC. f/s/o DANA CARVEY (ARTIST) and \_\_\_\_\_  
(PURCHASER).

This rider has been prepared to enable ARTIST to give his best performance. In order to accomplish this, it is necessary that the points contained herein are met. If there are any problem fulfilling any of the requirements, please contact:

Robert Norman, CAA: (424) 288-2000, RNORMAN@CAA.COM

1. Artist shall receive one hundred percent (100%) star billing in all advertising, including but not limited to, all marquees, lights, displays, programs, and in general any and all forms of advertising and/or publicity relating to the engagement. ARTIST or his representative must approve all advertising.

2. ~~DEPOSIT~~ payment is due to CAA as noted in the deposit section on ~~contract~~ BALANCE of guarantee is to be paid prior to performance via ~~certified check, money order, or wire transfer~~. Checks are to be made payable to Artist's corporation and sent to Creative Artist Agency.

University  
check - no

- a. In cases where the ARTIST is being paid on a percentage basis, PURCHASER agrees to deliver to the ARTIST at least two weeks prior to the date of this performance, a plot plan and printer's manifest of the house (a notarized, signed statement from the printer of the tickets, listing the number of tickets printed at each price). Purchaser further agrees to have on hand, at the place and time of the performance, all unsold tickets for counting and verification by a representative of the ARTIST. ARTIST shall be compensated for the difference between the number of unsold tickets on hand and shown to his representative and the number of printed as shown by the ticket manifest. If the purchaser shall violate any of the preceding provisions of the paragraph, it shall be deemed that the Purchaser has sold a ticket for each seat in the house (and permitted standing room) at the highest ticket price for which the house is scaled. Purchaser further agrees to give said representative the right to enter the box office at any time during or after the performance and to examine and



make extracts from the box records of the Purchaser relating to the gross receipts of the engagement

- b. A written box office statement certified and signed by the Purchaser will be furnished to the ARTIST prior to the intermission. Purchaser shall not sell tickets to the performance herein as part of the series or other concerts without written consent of the ARTIST. All tickets printed under the manifest shall be of the one stub, one price variety. There shall be no multiple price tickets printed.

Example of tickets prohibited under this agreement are:

- I. One price for students and a different price for general admission on the same ticket.
- II. One price for tickets bought in advance and a different price for tickets bought at the gate, on the same ticket.

If purchaser violates this paragraph, he shall be liable for the total amount of tickets sold at the highest price on the tickets.

- c. Complimentary tickets for <sup>10 small venue</sup> ~~twenty (20)~~ good seats shall be held in the artist's name, and the tour manager will inform the Purchaser as to their use prior to the performance. Complimentary tickets available for Purchaser's use shall be limited to a maximum of one percent (1%) of the capacity of the house, and will be strictly enforced. Any additional complimentary tickets requested by Purchaser must be approved in advance by ARTIST representative.
- d. Under no circumstances shall the Purchaser, ARTIST, or anyone else associated with this engagement be given seats to disperse in the first ten (10) rows of the venue without prior written consent of the ARTIST or his representative. These first ten (10) rows must be sold to the general public.
- e. All tickets shall be printed by a bonded ticket house, or if the performance is at a college university, the official printing department of the school. Purchaser agrees not to discount tickets or to offer tickets at a premium without first obtaining permission in writing from the ARTIST. If Purchaser does sell or distribute discount or complimentary tickets without prior approval or in excess of the number printed, he shall be liable for the full ticket price of each ticket sold or distributed.
- f. No standing room may be sold without the prior written approval of the ARTIST.

- g. The specific capacity, gross potential, and ticket price breakdown of the facility where the ARTIST is to perform under this agreement must be clearly printed on the face of the contract to which this agreement is attached.
              - h. In the event that the terms of this agreement do not include a percentage participation by the ARTIST, it is agreed and understood that said non-participation is predicated on the fact that admission to the concert (or potential gross as stated on the face of the contract) must be a condition of the contract and adhered to.
3. ARTIST reserves the right to approve any and all radio, television, newspaper, and/or magazine interviews made in the conjunction with this performance requiring the participation of ARTIST or any member thereof.
4. ARTIST or his representative must have approval of opening act.
5. In the event ARTIST has a tour sponsor, all terms and conditions of sponsor's rider must be adhered to by Purchaser. In addition, all complimentary tickets required by the sponsor shall be separate from complimentary tickets provided to ARTIST under this agreement.
6. The purchaser shall warrant and guarantee proper security at all times to insure the safety of ARTIST and the instruments, costumes, and personal property during and after the performance. Purchaser shall provide clearly identifiable security personnel, who are to be stationed on or around the stage at the discretion of ARTIST during ARTIST'S performance. One security person must be stationed outside the dressing room at all times upon the arrival of ARTIST until his departure,, and the departure of his equipment from the premises.
7. Purchaser shall provide a first class dressing room for ARTIST. Dressing room should be capable of being locked, ~~and the key shall be in the possession of~~ ARTISTS representative. In addition, Purchaser shall provide the following items, at purchaser's sole cost and expense, at least thirty (30) minutes prior to showtime:

Vegetable tray for four (4) people

Fruit and cheese tray

Three (3) large bottles and six (6) small bottles of Evian water on ice

Three (3) bottles of Bud Light

Ice

One (1) large bath size towel and one (1) small hand towel

8. Purchaser agrees to furnish ARTIST with the following, at no cost to the ARTIST: First class sound and light system (to be approved by ARTIST'S REPRESENTATIVE)

-One (1) Yamaha mixing console, eight in, two out or equivalent for house - 1/3 octave equalization - two channels for house, one channel for monitors

-Adequate; Professional PA to cover house with acceptable level of sound to reach the farthest seats of the balcony

-Three (3) microphones - Shure SM 57, SM 58 or equivalent with cables that are able to reach from stage left to full extent of stage right and stands -

Stage monitor system with eight channel console with full equalization - Stage monitors to consist of two (2) floor wedges plus two (2) side fill speakers

-Purchaser to provide Compact Disc player to feed through house system

-One (1) wooden or metal stool with flat top to be pre-set on stage with

two glasses of water

-Lighting system consisting of no less than thirty-six (36) on stage instruments (1000 watts per lamp minimum), Fresnels, Pars, or Leicos - NO STRIP LAMPS OR BOARDERS WHATSOEVER

-Front of house, two (2) washes with a minimum of six lamps each (1000 watts) for a total of twelve instruments

-Two (2) Super-trouper follow spots with qualified operators

-Board to have a minimum of two scene pre-set with twenty-four circuits, preferable matrix system

-All appropriate dimmers and a qualified board operator

-All gels for stage lighting and follow spots to be provided by Purchaser -

One (1) special to be focused at piano, directly overhead of ARTIST -One

(1) acoustic grand piano, minimum six foot, Yamaha, Steinway, or Baldwin tuned to A-440 pitch on day of the show, prior to ARTISTS sound

← Monitors  
MIXED FROM FOH  
DTB

check. Piano should also be miked for front of house. A vocal microphone, with stand, at the piano

-For engagements that are in the round, instead of a piano, Purchaser shall provide and pay for a Yamaha CP-70 electric grand with proper keyboard amp, tuned to A-440 pitch on day of show

-One (1) acoustic six medium gage string Ovation Guitar with pickup or equivalent. *Guitar to have a strap, six (6) guitar picks, and be on a guitar stand and placed in the stage wing where the ARTIST will be exiting*

9. Purchaser agrees that place of engagement will be available no later than 12:00 PM Noon for technical set-up. All power requirements must be in full operation prior to technical set-up by ARTIST. Purchaser agrees that technical set-up will be completed by 3:00 PM for ARTIST'S sound check. Audience will not be permitted in the room of performance until completion of rehearsal. All lighting, sound, and staging equipment must be operative and set up substantially prior to performance, i.e. no later than one hour prior to the house opening to the public. Purchaser will be notified of any time

change.

10. Purchaser agrees to furnish ARTIST at Purchaser's sole cost and expense, ~~chauffeur driven fully licensed and insured, late model limousine to be used and~~ to transport ARTIST and entourage from airport to hotel, hotel to rehearsal and/or sound check and performance, return to hotel, and to airport the following morning. ARTIST may also use limousine after the performance at no cost to ARTIST.

⇒ Inhouse driver in an SUV


11. Purchaser will ensure that no one (including the Purchaser or members of the audience) videotapes, photographs, or records the performance with any existing technology for any reason.
12. Purchaser agrees that ARTIST may cancel the engagement hereunder by giving the Purchaser written notice of such cancellation not later than thirty (30) days prior to the commencement date of engagement hereunder.

13. Purchaser agrees to provide and pay for the following accommodations, at Purchaser's sole cost and expense, for engagement hereunder.

One (1) suite plus one (1) deluxe room at a 5-Star hotel/resort of ARTIST'S choice (i.e. Four Seasons, Ritz Carlton). Hotel must be approved by ARTIST in advance.

**ACCEPTED & AGREED BY:**

**ACCEPTED & AGREED BY:**

  
\_\_\_\_\_  
PURCHASER

  
\_\_\_\_\_  
Dana Carvey Enterprises, Inc f/s/o (ARTIST)

# CENTER ARTS

Technical Information Packet

JOHN VAN DUZER THEATER 7/1/14

**CONTACT INFO & MAILING ADDRESS:**

CenterArts, Humboldt State University  
1 Harpst St., Arcata, CA 95521  
707.826.3928, *office*  
707.826.5980, *fax*

**SHIPPING ADDRESS:**

CenterArts, Humboldt State University  
1 East Laurel Dr.  
Arcata, CA 95521

**STAFF:**

**DIRECTOR:** Roy Furshpan  
Roy.Furshpan@humboldt.edu

**EVENT COORDINATOR:** Michael Moore Jr.  
mgm8@humboldt.edu

**TECHNICAL DIRECTOR:** Dan Stockwell  
danstockwell@humboldt.edu

**ADMINISTRATIVE COORDINATOR:** Kayla Johnson  
carts@humboldt.edu

**TICKET OFFICE MANAGER:** Jessica Lende  
ticket@humboldt.edu

### ADVANCE & CREW INFORMATION

The house production staff consists of a mix of professionals, semi-professionals & trained students who are supervised by a full-time Technical Director. All stagehands are non-union.

The Technical Director handles all the advancing for all sound, lighting, and staging needs.  
The Event Coordinator handles all the advancing for all hospitality, parking and merchandise needs.

### PARKING PERMITS

You must obtain a "service vehicle" parking permit from the CenterArts office to park in or near any loading dock. You must have a "service vehicle" parking permit or a daily permit purchased from a parking services kiosk to park in any general parking space on campus. Parking laws are strictly enforced on campus.

### FIRE MARSHALL PARKING CODE

Our State Fire Marshall allows temporary parking in the "red" zones on campus ONLY IF the driver is awake and is in the vehicle. This rule is STRICTLY enforced and patrolled regularly.

### TRUCKING RESTRICTIONS

Due to regulations, tractor-trailers are restricted to less or equal to sixty-five (65) feet overall combination length and a maximum 40 feet kingpin-to-rear-axle (KPRA) length on portions of certain California Highways leading to Arcata. For more information regarding the regulations please contact our local California Highway Patrol office at 707.822.5981, or visit:

<http://www.dot.ca.gov/hq/traffops/engineering/trucks/truckmap/truckmap-d01.pdf>

The restrictions take place beginning on Highway 101 heading north at Leggett, CA. In addition, heading west on Highway 299 at Whiskey Town, CA.

The following companies can switch out the longer tractors to shorter ones in order to transport the trailers through the restricted zones. Please note: CenterArts is not affiliated with any of these companies, and it is the sole responsibility of the Artist and its management to procure the means to transport your show to Arcata.

AL LEWIS TRUCKING  
1721 Ditty Ave.  
Santa Rosa, CA  
800.227.5528

STUART CREPS TRANSPORTATION  
2940 Sunnygrove Ave.  
McKinleyville, CA 95519  
707.840.9557 • 707.498.2875

CUSTOMER TRUCK SERVICE  
1945 Hilfiker Ln.  
Eureka, CA 95503  
800.223.1614

EXPRESSWAY TRANSPORT, INC.  
P.O. Box 750098  
Petaluma, CA 94975  
707.763.3503

SHUSTER TRANSPORTATION  
750 E. Valley St.  
Willits, CA 95490  
707.459.4131

ROTBERGS HUMBOLDT ENTERPRISES, INC.  
101 Murrish Rd.  
Redway, CA 95560  
707.923.3440

**JOHN VAN DUZER THEATER**  
**Lighting Technical Specifications as of 7/1/14**

**POWER DISTRIBUTION**

- 3 - 200A, 120/208V, 3-phase, 5-wire electrical panel (Cam-Lok or lug connectors) 2 located down stage left, 1 located down stage right.
- 1 - Company Switch: 400A, 120/208V, 3-phase, located down stage right. (Cam-Lok only)  
COMPANY SWITCH SHARES 400A POWER WITH HOUSE DIMMERS, please consider this if you are using our house lighting systems with yours.
- 1 - Bus shore power available, 50' run, 50 amp service. We have a 25' extension if needed.

**DIMMERS**

- 144-2.4k ETC Dimmers (Dimmer per circuit)

**LIGHTING CONSOLE: ETC ELEMENT**

- Enclosed light booth at the rear of the orchestra seating area (glass does not open) which is 50' from the proscenium.

**HOUSE LIGHTS**

- House light control is located in the Light Booth. They are on manual faders only; balcony and house fade together, orchestra pit fades separately. Unable to interface house lights to lighting console.

**PERMANENT CIRCUIT DISTRIBUTION**

- 144 TOTAL circuits are available. All are 20A L5-20 twist-lock except for the upstage floor pockets which are 20A, 2P&G stage pin. As there are only 16 circuits available upstage, please consider the placement of circuits in your plot. (See attached circuit diagram for circuit placement)

**FOLLOWSPOTS**

- 2 – Lycian Starklite, located in the house at the back of the balcony.

**ADDITIONAL LIGHTING EQUIPMENT**

- (8) 12'-0" booms (no sidearms)
- Cable, two-fers, and adapters to circuit.
- Gel (primarily Rosco inventory with some Lee) and gel frames
- (2) Mac 2000 Profile
- DF50 Hazer
- Genie electric personal lift with 2'-0" extension bucket (max. platform height 20'-0"). Unable to move lift across stage while raised. Must roll Genie over plywood when moving across Marley.

**\*\*We have a backup Genie that we can get from across campus that will roll on Marley. Please advance if you would like us to bring this Genie over.**



**JVD LIGHTING INVENTORY 7/1/14**

<u>Type:</u>	<u>AMT</u>	<u>Wattage</u>	<u>Notes</u>
ETC S4 19°	18	750	Stay in FOH light gallery
ETC S4 26°	18	750	Center Arts owned
ETC S4 36°	20	575	Older instruments
ETC S4 25° - 50° Zoom	4	750	
Extra 19° Barrel	2		
Extra 26° Barrel	5		
Extra 36° Barrel	6		
Extra 50° Barrel	2		
Altman ERS 6x9	18	750	
Altman ERS 6x12	29	750	
Altman ERS 6x16	12	750	
Altman ERS 6x22	12	750	Stay on 3rd Box Booms
Strand ERS 6x4.5	8	750	
Strand ERS 6x9	7	750	
Strand ERS 6x12	5	750	
Beam Projector	16	750	
PAR Can	16	1k	WFL, MFL, or NSP available
Scoop	3	500	
Work Scoops	3	500	
Colortran 4 cell Far Cyc Units	8	1 K	
Cyc Unders 4 cell (Colortran)	8	750	
Selecon HUI Flood	8	500	
ETC S4 Fresnel	16	750	
8" Fresnel (Century)	8	1k	Older instruments
8" Fresnel (Altman)	13	1k	
6" Fresnel (Colortran)	18	750	
6" Fresnel (Altman)	4	750	

**FLY SYSTEM**

- Single purchase counterweight system
- 48' grid height; 30' TALL DROPS DO NOT FLY OUT OF VIEW!
- Fly rail located stage right; Lock rail at stage level; Pin rail at mid-height; Loading gallery at grid-level.
- Arbor maximum capacity: 1,200 lbs.
- Battens are 50'-0" long and 1.5" in diameter, unless otherwise indicated.
- 3'-0" pipe extenders available

<b>LS#</b>	<b>DIST. FROM PL</b>	<b>DESCRIPTION</b>
1	1'-0"	Projection Screen (permanent)
2	1'-6"	Main Curtain (permanent)
3	2'-8"	Hard Border
4	3'-2"	Legs #1
5	5'-4"	1st Electric (motorized)
6	6'-1"	
7	6'-7"	
8	7'-1"	
9	7'-7"	
10	8'-1"	Border #2
11	8'-7"	Legs #2
12	9'-8"	2nd Electric (manual)
13	10'-8"	
14	11'-2"	
15	11'-8"	
16	12'-2"	
17	12'-8"	Border #3
18	13'-2"	
19	13'-8"	Traveler/Legs #3
20	14'-2"	
21	15'-2"	3rd Electric (manual)
22	16'-2"	
23	16'-8"	
24	17'-2"	
25	17'-8"	
26	18'-2"	Border #4
27	18'-8"	Legs #4
28	20'-4"	4th Electric (manual)
29	21'-2"	
30	21'-8"	
31	22'-2"	
32	22'-8"	
33	23'-2"	
34	23'-8"	Border #5
35	25'-0"	Legs #5
36	25'-6"	Black Scrim
37	26'-0"	
38	26'-6"	

...continued on next page

39	27'-0"	Border #6
40	N/A	Dead pipe
41	29'-9"	5 <sup>th</sup> Electric (motorized pipe)
42	30'-0"	(motorized pipe)
43	30'-8"	
44	31'-8"	Legs #6
45		SL onstage tab
46		SL offstage tab
47	33'-1"	Black Out Drop
48		SR onstage tab
49		SR offstage tab
	33'-5"	Back wall (Cyc wall)

#### FLYRAIL NOTES

- Line set #3 is a 2" diameter pipe
- The 1st Electric is a motorized light bridge, 47'-4" long, with a maximum out trim of 25'-4"
- The 2nd Electric is 42'-0" long with a max out trim of 39'-7"
- The 3rd Electric is 42'-0" long with a max out trim of 37'-7"
- The 4th Electric is 48'-7" long with a max out trim of 38'
- Line set #41 is 53'-10" long, 2" in diameter & motorized
- Line set #42 is 53'-4" long, 2" in diameter & motorized
- The onstage tabs (line sets 45 & 48) are 7'-10" offstage from proscenium edge perpendicular to the other battens and run from the 1<sup>st</sup> electric to the 4<sup>th</sup> electric
- The offstage tabs (line sets 46 & 49) are 10'-2" offstage from proscenium edge perpendicular to the other battens and run from the 1<sup>st</sup> electric to the 4<sup>th</sup> electric
- The back wall is used as a cyc and is slightly light blue in color

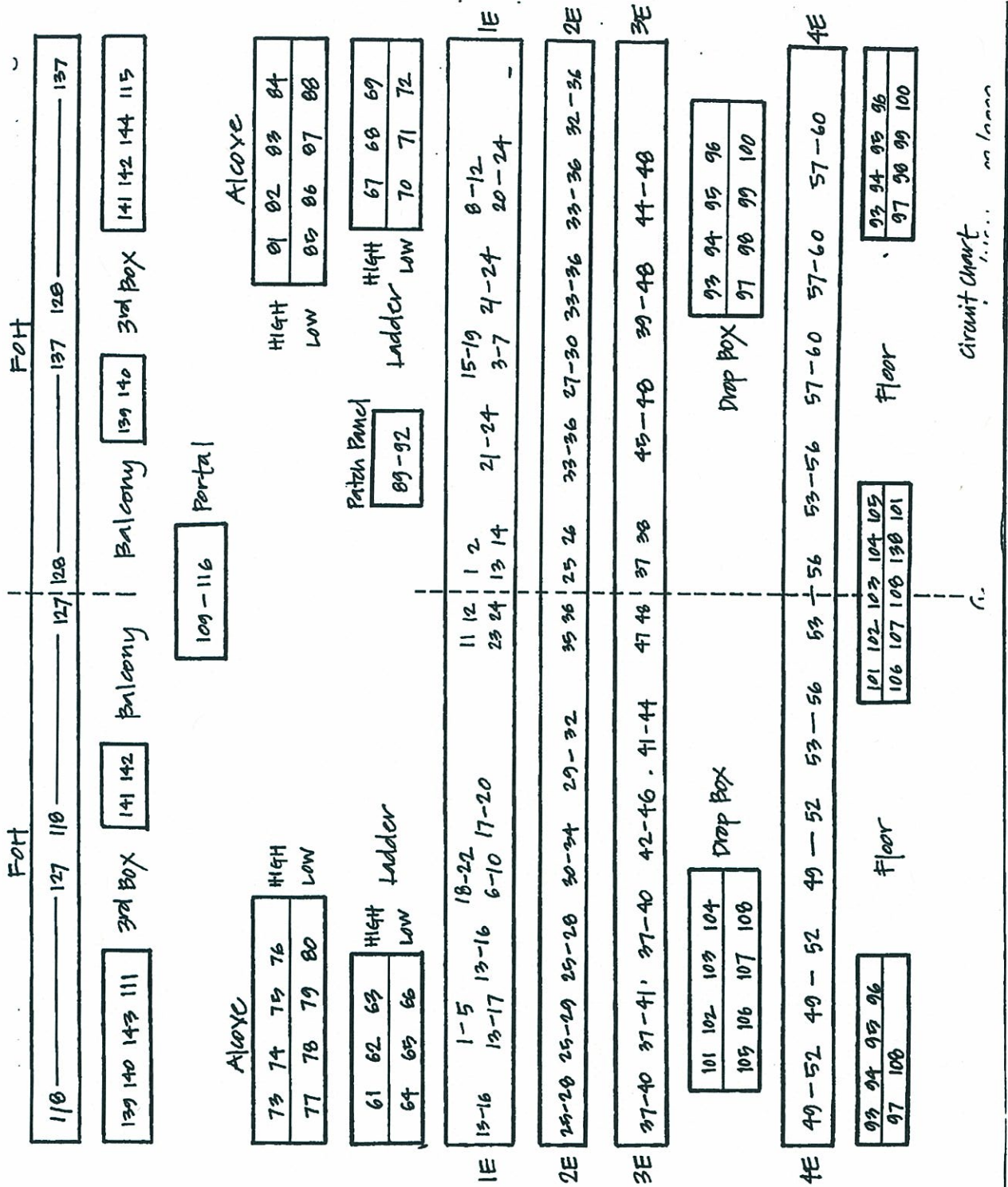
#### SOFT GOODS

- Main curtain is red; able to travel and guillotine.
- 6 sets of Musson black velour legs with fullness—12'-0"(w) x 24'-0"(h)
- 5 Musson black velour borders with fullness—50'-0"(w) x 9'-8"(h)
- 1 Musson black velour traveler with fullness—40'-0"(w) x 24'-0"(h)
- 1 blackout velour drop with fullness & split in the middle
- 1 black scrim—40'-0"(w) x 20'-0"(h) good condition
- 1 black scrim—40'-0"(w) x 24'-0"(h) fair condition (few small repaired rips, no bottom pipe pocket)
- 1 white scrim—40'-0"(w) x 20'-0"(h) older, fair condition...

NOTE: The maximum batten trim is 47'-9" and proscenium height is 20'-0", therefore any soft good over 27'-9" in height will be in audience sightlines even at max. trim! This includes both of our scrims and our traveler since it hangs from a track. We have 5 Met Clips to "trip" drops if needed.

JVD HOUSE LIGHTING CIRCUIT MAP 7/1/14

\*JUST ADDED - Portal Circuits (109-117) are doubled at Patch Panel DSR



**JOHN VAN DUZER THEATER**  
**Audio Technical Specifications as of 7/1/14**

**MAINS:**

JBL VRX932LAP. 5 boxes per side flown at the proscenium as a stereo pair. 4 Meyer CQ's (2-CQ1's and 2-CQ2's) Are added on the deck as side/orchestra fills

**FRONT FILLS:**

2 - Meyer UPM

**SUBS:**

4 – JBL MRX518 (single 18" per box)

**MONITORS:**

10 - JBL SRX712M (7 can be bi-amped w/ Crown xti4000 amps)

4 - JBL TR105 (15", passive only, powered with QSC1310 amps)

**CONSOLES:**

Yamaha PM3500-52	[52 channels, 8 Aux, 8 groups]
Soundcraft Spirit Monitor	[40 channels x 12 mixes]
Soundcraft Delta	[32 ch, 4 aux (2 pre/2 post), 4 groups]
Mackie 1604VLZ	[16 channels, 4 aux (2pre/2post)]

**PROCESSING:**

5 Klark-Teknik DN360B EQ (4 in MON rack, 1 in FOH rack)

DBX Drive Rack PA+

Yamaha SPX90II	2 – DBX 1066 – 2 ch. Comp/gate
Lexicon MX200	PreSonus ACP88 - 8 ch. Comp/gate
TCelectronic D2	TCelectronic M-one

**MICROPHONES:**

8 - SM58	1 - Audix i-5
6 - SM57	2 - Audix D-2
4 - SM81	1 - Audix D-4
2 - AKG414 (Stereo matched pair)	1 - Audix D-6
	2 - Audix SCX1-C
1 – PZM floor mic	1 - Audix SCX1-HC
1- Barcus Berry Piano Pickup	2 – Sure ULX SM58 wireless handheld

**NOTES:**

FOH position will be on flat 8'x12' audience area.

Slightly off center, it is at the back of orchestra level, 50' from main speakers. No overhanging balcony. 90' to back of balcony from main speakers. Orchestra lift is seated, approx. 800 total audience capacity.

## SOUND LEVEL LIMITS

CenterArts follows the Occupational Safety & Health Administration regulation standard 1910.95(a) for sound level limits. We have a Db meter at the FOH sound mixing position to help your engineers stay within these limits.

### OSHA 1910.95

Protection against the effects of noise exposure shall be provided when the sound levels exceed those shown in Table G-16 when measured on the A scale of a standard sound level meter at slow response. When noise levels are determined by octave band analysis, the equivalent A-weighted sound level may be determined as follows:

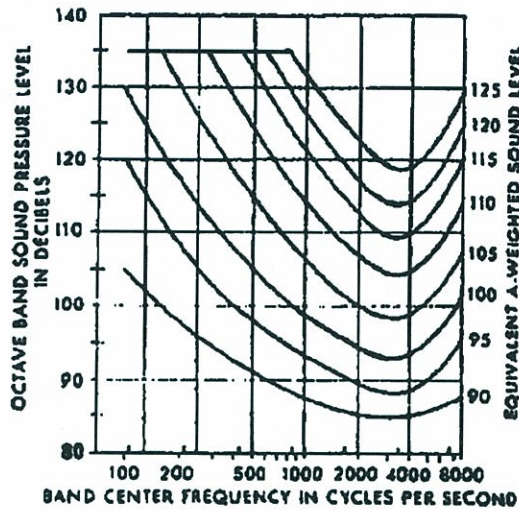
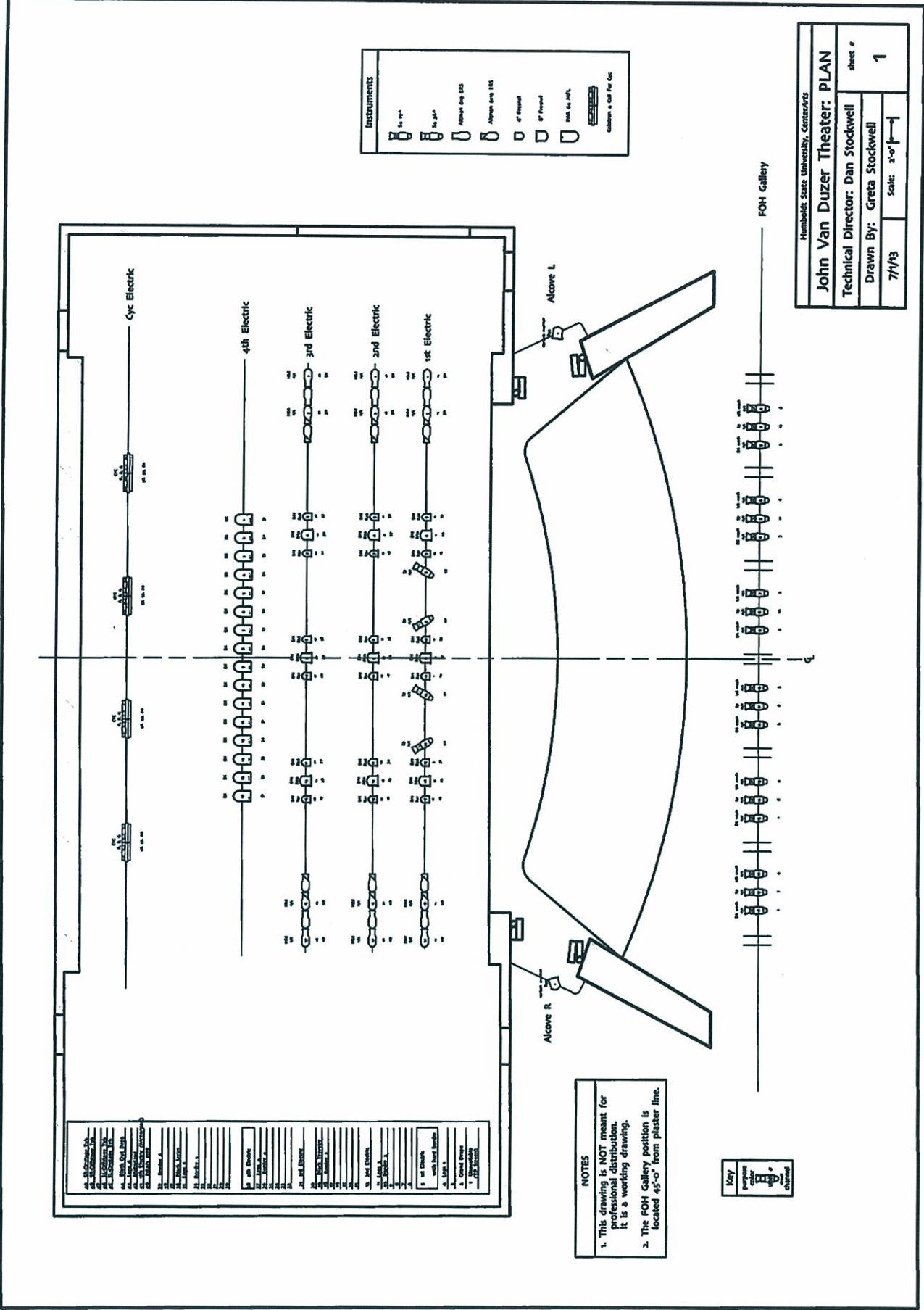


FIGURE G-9

Equivalent sound level contours. Octave band sound pressure levels may be converted to the equivalent A-weighted sound level by plotting them on this graph and noting the A-weighted sound level corresponding to the point of highest penetration into the sound level contours. This equivalent A-weighted sound level, which may differ from the actual A-weighted sound level of the noise, is used to determine exposure limits from Table 1.G-16.

TABLE G-16 - PERMISSIBLE NOISE EXPOSURES (1)

Duration per day, hours	Sound level dBA slow response
8.....	90
6.....	92
4.....	95
3.....	97
2.....	100
1 1/2 .....	102
1.....	105
1/2 .....	110
1/4 or less.....	115



1. 20' x 20' x 10'
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Instruments	
	10 10"
	10 20"
	Alcove Rng 100
	Alcove Rng 100
	6" Present
	6" Present
	100 60 100
	Custom 4 Col Per Ctr

Humboldt State University, Center/Arts

**John Van Duzer Theater: PLAN**

Technical Director: Dan Stockwell

Drawn By: Greta Stockwell

7/1/13

Scale: 3/4" = 1'

Sheet # 1

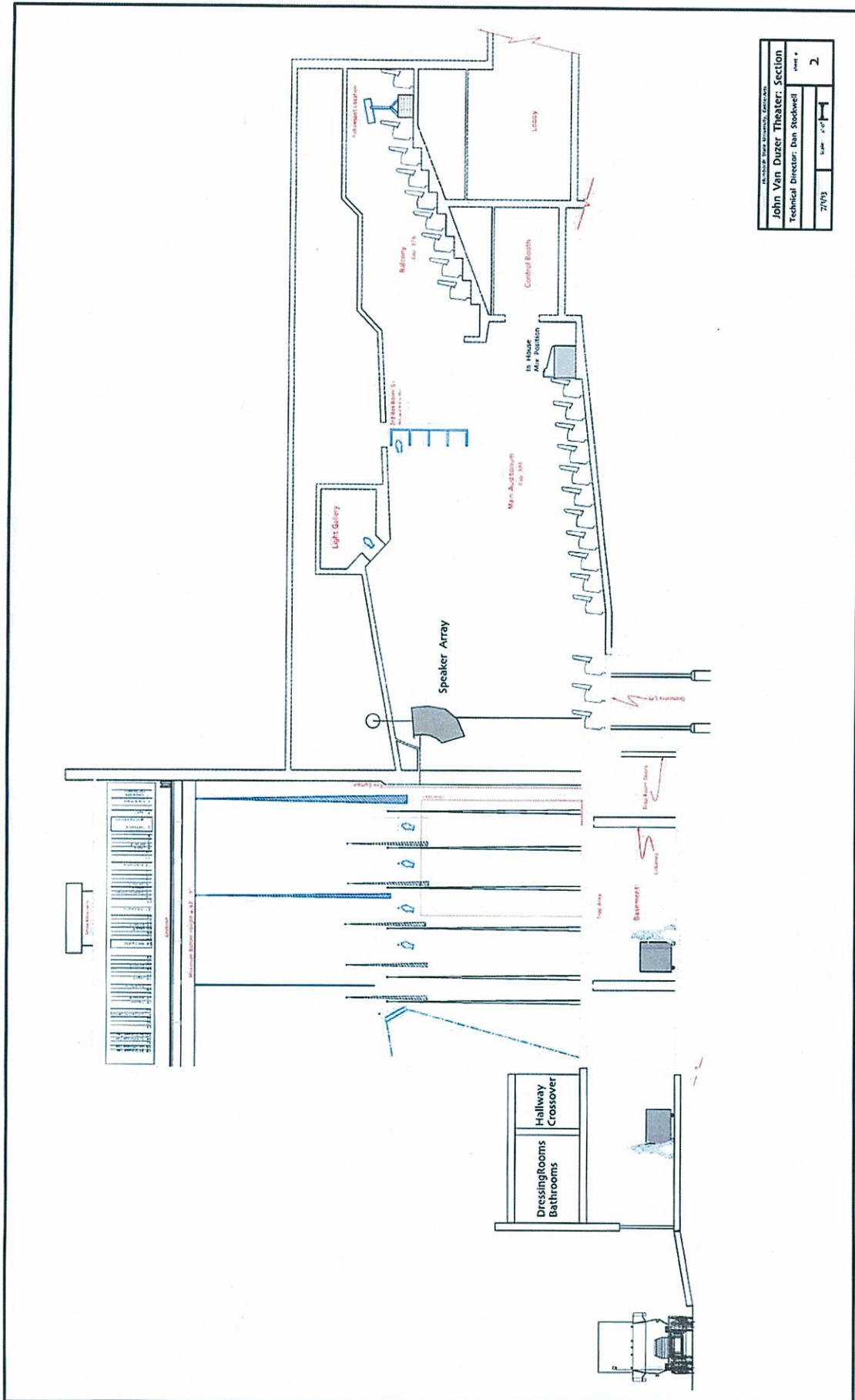
**NOTES**

1. This drawing is NOT meant for professional distribution. It is a working drawing.

2. The FOH Gallery position is located 45'-0" from plaster line.

**Key**

propose  
color  
center  
channel



JOHN VAN DUZER THEATER SECTION <b>John Van Duzer Theater Section</b> Technical Director: Dan Stockwell	
27103	Scale: 1/4" = 1'-0"
2	2

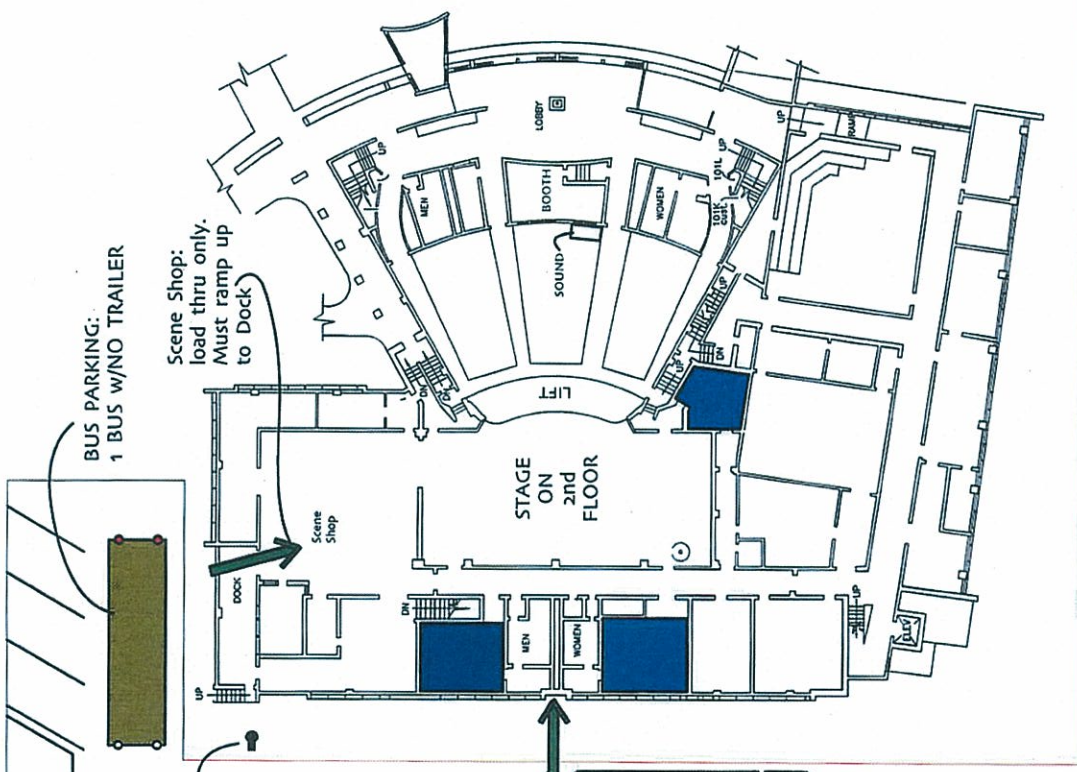




# CENTERARTS JOHN VAN DUZER THEATER

- Available Backstage Rooms only
- Lift is always seated
- Storage in back hall or basement only

VAN DUZER THEATRE	
SEATING	376
BALCONY	
FIXED FLOOR	386
REMOVABLE	52
TOTAL	814



**BUS PARKING:**  
1 BUS w/NO TRAILER

Scene Shop:  
load thru only.  
Must ramp up  
to Dock

50A  
shore power

SEQUOIA AVE

Load in thru  
1st floor to  
orch. lift

LOADING  
ZONE:  
NO PARKING



LAUREL DRIVE

Trucks may stage in fire lane on Laurel Drive.  
All drivers must stay with the vehicles awake and alert  
until released by university staff.

Back into Sequoia Ave