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**Steven Barclay Agency**  
ENGAGEMENT CONTRACT

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**CONTRACT #: DS030714-HH**

This contract entered into as of March 7, 2014 between the STEVEN BARCLAY AGENCY, 12 Western Avenue, Petaluma, CA 94952, the duly authorized agency of the speaker, hereafter referred to as "Agency" and

**SPONSOR: Humboldt State University**

hereafter referred to as "Sponsor." Agency will provide the services of

**SPEAKER: DAVID SEDARIS**

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

**DATE OF APPEARANCE: Friday, May 8, 2015**

**TIME: 8PM**

**PROGRAM:** David Sedaris will deliver a 60-minute reading followed by 20-30 minutes of audience questions. There will be a book signing in the lobby area following the event (sponsor will arrange for the sale of books – see addendum for details).

**PLACE:** Van Duzer Theatre (812 seats), Arcata, CA

**OTHER:** All other activities must be cleared through our office before being scheduled. Mr. Sedaris will absolutely not pose for photos, press or otherwise. Additionally, Mr. Sedaris is not available for dinners or receptions. Additionally, no corporate underwriting for this event may be established without special arrangement with Agency. Ticket prices for this event have been mutually agreed upon by Agency and Sponsor. Tickets will scaled as follows: **\$\$\$55 general and \$15 students.** Please note that Mr. Sedaris is not available for advance press interviews.

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

Sponsor agrees to pay Agency as consideration for Speaker's services the amount set forth under TERMS below. Payment shall be made by the Sponsor 3 DAYS BEFORE THE DATE OF APPEARANCE payable to: Steven Barclay Agency [redacted] and mailed to: STEVEN BARCLAY AGENCY, 12 Western Avenue, Petaluma, CA 94952. Reimbursable travel expenses will be invoiced by the Agency at time of booking and are due from Sponsor upon receipt of invoice. Should Sponsor default on this contract for any reason other than Act of God clause, Sponsor will be liable for FULL payment (100%) of the honorarium with less than 60 days before the event, or 50% of the honorarium if more than 60 days before the event.

**TERMS:** A guaranteed fee of \$30,000. Additionally, Sponsor will cover roundtrip or shared non-stop, fully-refundable, first class travel as invoiced, as well as, fully-insured and licensed commercial car service to and from the airport, hotel accommodations for up to two nights (see addendum for hotel specifications) and transportation to and from the venue.

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

**CONTACT(S):** Roy Furshpan  
CenterArts  
Humboldt State University  
1 Harpst Street  
Arcata, CA 95521  
TEL (707) 826-4411 / EMAIL [roy.furshpan@humboldt.edu](mailto:roy.furshpan@humboldt.edu)

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

Your signed copy of the Contract is acknowledgement that Speaker has accepted this engagement and has agreed to appear at the time and place specified above. The STEVEN BARCLAY AGENCY reserves the right to withdraw this offer should this contract not be mailed within thirty (30) days of the date "entered into."

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

BY: \_\_\_\_\_  
(Sponsor)

BY: \_\_\_\_\_  
the Steven Barclay Agency

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

## Steven Barclay Agency Addendum

### HOTEL (if called for in contract)

Mr. Sedaris will need a **NON smoking room** (he is now a NON smoker). The 4 or 5-star hotel Sponsor secures for Mr. Sedaris should have 24-hour room service. If this is not possible in your area, then the room service must be available until at least midnight. The hotel should also have a pool where Mr. Sedaris can swim laps after he checks in – he tries to swim in every city while on tour. If a pool is not available, pls have information on local YMCA and their pool hours, location waiting for David when he checks in. He very often will try to swim during limited down time. The hotel room must also have a **window that opens and a bathroom with a bathtub**. Please also provide bottled drinking water in the room. If the hotel does not provide these amenities, Sponsor will provide them and have them ready in the hotel room before Mr. Sedaris checks in.

### STAGE SET UP

Mr. Sedaris will only need a podium/lectern, a microphone on an adjustable boom stand, and hardtop stool with a **glass** of water. There should be adequate lighting to be seen and to read by. Please also supply a sound monitor onstage so Mr. Sedaris can better hear himself during his reading.

### BOOK SIGNING

All of Mr. Sedaris's readings are followed by a book signing, and you will be responsible for arranging to have books sold by a local bookstore. A signing area will need to be arranged for David Sedaris to sign (table, chair, choice of pens, a glass of water). It is very important that you arrange for **adequate crowd control**. Every audience member in line for the signing, approaching David, must pass by staff persons who will keep the line moving and will arrange for people to progress in an orderly fashion. Not only will Mr. Sedaris sign books (formally) after his reading, but he usually also wants to sign in the lobby **before** the event as well (before the event, he will do this quietly and informally). **Books must be available and on sale as soon as the lobby is opened before the event.**

### NO PHOTOS AT BOOK SIGNING

Mr. Sedaris does not want his photograph taken. To discourage people from taking his photo, please provide the following: A discreet, tasteful sign saying "No photographs please" should be set on an easel and placed six feet from where Mr. Sedaris is signing, so that people in line will clearly see it before reaching the table.

### NO SALES OF MEMORABILIA

It is strictly forbidden to sell any pieces of memorabilia that show David Sedaris's name, signature, or likeness, or the covers of any of his books. This includes t-shirts, posters, flyers, or any other items. [Posters may be used for PROMOTIONAL USE ONLY; they are not to be sold.]

### RECEPTIONS

Mr. Sedaris will not attend receptions or dinners.


### MISC

It is understood and agreed for this event that NO beverages and food will be allowed into the theatre at any time on the evening of performance. Beverages and food must only be allowed in the lobby area IF they must be sold on the night of the event. Agent and artist preference is that NO concession of food and beverages be sold at all, if possible.

### MEALS

A post-event meal for David will be the Sponsor's responsibility. Before the show, please present David with 3 or 4 take-out menus from local restaurants (not fast food, pls) Ask David to select what he would like and then arrange to have it delivered so that it can be handed to David at the end of the signing. The signings usually last 3 + hours so David understands that a hot meal may be more room temperature.

Please initial here to show that have read this addendum and understand that it is part of the contract.

 (initials)

\_\_\_\_\_ (date)

**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.

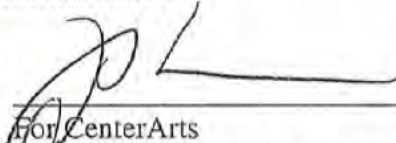
12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee.

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