

ETHAN TUCKER
8615 Skokomish Way
Olympia, WA 98516

PERFORMANCE AGREEMENT

This agreement is made the day of Friday, Oct. 24, 2014 by and between:

Ethan Tucker
(Hereafter referred to as "Artist" or "Artists")

UNIVERSITY RIDER IS MADE AN INTEGRAL
PART OF THIS AGREEMENT _____

and

Roy Furshpan
Van Duzen Theatre Center Arts
Humboldt State University
1 Harpst St.
Arcata, CA 95521
(707) 826-3928
Roy.furshpan@humboldt.edu
(Hereafter referred to as "Purchaser")

IN-HOUSE SOUND, LIGHTS & PRODUCTION _____

ALL PAYMENTS BY UNIVERSITY CHECK _____

UNIVERSITY CANNOT PAY DEPOSITS

Artist and Purchaser hereby agree to the following terms and conditions:

1. Guarantee: \$ 500.00

2. Van Duzen Theatre, November 17th 2014

Venue Name- **Van Duzen Theater**

Venue Address One – **1 Harpst St. Arcata, CA 95521**

Set Time: 8:00pm

Set Length: ~~PBD~~ **45 minutes - 4:30**

3. Artist Services

- (a) Artist shall have the 100% sole control over the content of its set.
- (b) Artist hereby grants to Purchaser the right to use the name(s), logo(s), biographies and likeness of Artist and his other projects in connection with the performance.

4. Purchaser Services

- (a) Purchaser agrees to hire artist in accordance with the terms of this agreement and the attached Artist Technical Rider
- (b) Purchaser will return signed contract to Artist in such a manner that Artist receives it no later than Nov 1, 2014 msn

5. Force Majeure

Neither party hereto will be deemed in Default of its obligations hereunder if performance thereof is delayed or becomes impossible by reason of any cause beyond such party's reasonable control, including, without limitation, war, fire, earthquake, strike, accident, Act of God, civil unrest, terrorism, epidemic, or act or order of any governmental authority (collectively, "Force Majeure"). Each party acknowledges the risk that the performance may be cancelled due to a Force Majeure event.

6. Indemnification

Purchaser will indemnify and hold harmless Artists from and against any damage or expense (including, without limitation, reasonable attorney's fees) incurred by or threatened against Artist for any of the foregoing in conjunction with, or as a result of, as any claim for personal injury or property damage or otherwise brought by, or on behalf of, any person or business entity as a result of, or in connection with (i) the negligent or intentional acts or omissions of Purchaser or Purchaser's Employees; or (ii) any breach or alleged breach of any warranty, covenant or representation made by Purchaser or Purchaser's Employees herein.

7. Breach

In the event of a material breach of this Agreement and / or the attached Artist Technical / Hospitality Rider by Purchaser, the Purchaser agrees to pay 100% of the Artist's full performance fee.

8. Independent Contractor

The relationship of Artist to Purchaser is that of an independent Contractor. Accordingly, nothing contained herein will be deemed to construe a partnership or joint venture by the parties hereto, or constitute either party the permanent Purchaser, employee, principal, or agent of the other. Nothing contained herein will be deemed to make one party liable in whole or part for any obligations assumed or duties owed, by the other party or for any liability incurred by or occasioned by the acts or omissions of the other party.

9. Choice of Law and Venue

This agreement is entered into in the state of California and will be construed in accordance with the laws of the State of Idaho applicable to agreements entered into and wholly to be performed therein. All disputes arising hereunder, wherever derived, will be resolved by a court of competent jurisdiction in Los Angeles in the state of California. In the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and such service will be equivalent to personal service of, and will

confer personal jurisdiction on the aforementioned courts, and will be effective upon the carrier of the recipients mail receipt date or ten (10) days after the mail of such process; provided, however, that a duplicate of such process will have been mailed to the other party by ordinary mail at the same time as the certified mailing

10. Additional Representations and Warranties

- (a) Each party represents that it
 - (i) is authorized and has the power to enter into this Agreement and to perform all of its obligations hereunder;
 - (ii) will perform all of its obligations hereunder;
 - (iii) is not, and will not be, subject to any obligation, disability, or restriction which might prevent it from fully complying with its obligations herein or to create any liability on the part of the other Party;
 - (iv) has neither granted, nor will grant any rights inconsistent herewith; and
 - (v) will neither do nor authorize any party to do, anything inconsistent with the agreements contained herein or which might diminish or impair the other party's rights hereunder
- (b) Each of the under signed warrants and represents that he or she is authorized and has the power to execute this Agreement on behalf of his or her representative party and that he or she is of the legal age to do so.

11. Modification

This is the only agreement between the parties concerning the subject matter hereof and this Agreement cannot be modified or waived except by a subsequent writing signed by both parties. This Agreement is subject to any law, rule, or regulation of any governmental body having jurisdiction over the subject matter hereof. In the event that any provision(s) of this agreement will be declared invalid by a court of competent jurisdiction, the remaining provision(s) of the agreement will not be invalidated thereby and will remain in full force and effect.

12. Confidentiality

Both Purchaser and Artist agree to observe silence about the entire contractual agreement, especially in regards to financial aspects.

13. Licensing

Purchaser states and agrees that venue has the appropriate ASCAP BMI, and SESAC licensing to allow DJ performance of pre recorded material and that such associated costs, royalties, fees and dues with regard to such licensing are the full responsibility of the venue.

14. Acknowledgments and Signatures

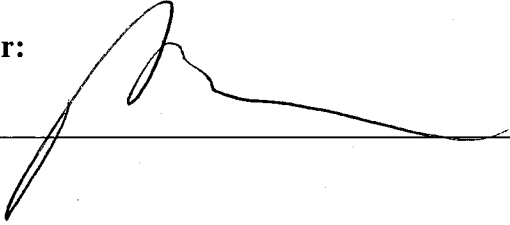
IN WITNESS HEREOF, the parties have caused this Venue Performance Agreement to be executed as of the day and year first written.

Artist



Artist or Authorized Representative

Purchaser:



**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. 2 - msh

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. ↳ 10% - msh

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



For CenterArts

Tax ID/Social Security #



For University Center

Updated: April, 2009