

Agreement made this date, **May 1, 2015** by and between **Whatever Touring, Inc** (hereinafter referred to as Artist) and **Humboldt State University** (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: **Aimee Mann** Billy Collins & Aimee Mann: An Evening of Poetry, Acoustic Music & Conversation
VENUE: **Humboldt State University: Van Duzer Theatre** College theatre CenterArts, 1 Harpst Street, Arcata, CA 95521, USA
PRODUCTION: Dan Stockwell carts@humboldt.edu
SHOWDATES:

Tue, Apr 26, 2016

TICKETS:

Description	Quantity	Comps	Kills	Price	Deductions	GP	Adjusted GP
RES	840		0	45.00	0	37,800.00	37,800.00
Student	0	0	0	10.00	0	0.00	0.00
	840	0	0			37,800.00	37,800.00

Total Shows: 1 840 0 0 **Gross Potential:** 37,800.00
 Facilities Ticket Surcharge: 0 **Adjusted Gross Potential:** 37,800.00
PLEASE ADVANCE FINAL NUMBER OF ARTIST COMPS WITH TOUR MANAGER. **Tax (%): Tax Total:** 0.00
Net Potential: 37,800.00

TERMS: **10,000.00 US Dollar (US\$) guarantee paid to Artist.**
Flat guarantee paid to Artist.

ADDITIONAL PROVISIONS:

IN-HOUSE SOUND, LIGHTS & PRODUCTION _____

Purchaser agrees to provide in-house sound and lights.
Purchaser shall provide any and all rider requirements as per Artist's specifications and approval, at no cost to Artist.

Contract Due to High Road Touring by 3/25/2016

EVENT SPECIFICS:

TUESDAY, APRIL 26, 2016 8PM ACOUSTIC SET
Doors Open: 7:30PM Show Time: 8PM Onstage Time: 8PM Curfew: Age Limit: All Ages
Notes:

MERCHANDISING RATES:

Building Sell Merchandise %: 80 Artist Sell Merchandise %:
Building Sell Recorded Product %: 80 Artist Sell Recorded Product %:
Notes:

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT _____

OTHER ARTIST(S) PAID BY PROMOTER:

1 Billy Collins 100% Co-Headline 10000 US Dollar (US\$)

ALL PAYMENTS BY UNIVERSITY CHECK _____

PAYMENTS:

~~0 US Dollar (US\$) deposit IS DUE to this Agency by in the form of a certified check or bank wire only~~
Payment in cash, or by bank check, (university check), government check or company check is due on night of show made payable to Artist's touring entity.

[Redacted Payment Information]

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 Artist.
It is understood by the Purchaser and the Artist who are parties to this contract that neither High Road Touring nor its employees nor directors are parties to this contract in any capacity other than as Agent and, therefore, that neither High Road Touring nor its employees nor directors shall be liable for the performance of breach of any provision hereof.
This contract shall not be binding unless signed by all parties hereto. Should any Additional Provision(s), Rider, Addendum, and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract.
This 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 their control.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Whatever Touring, Inc
Michael Hausman _____
X

Humboldt State University
Signatory: Roy Furshpan Fed ID#:
X _____

C/O High Road Touring; 751 Bridgeway, 3rd Floor
Sausalito, CA 94965
Booking Agent: Dina Dusko (415) 332-9292 Fax:(415) 332-4692

1 Harpst Street, Arcata, CA 95521, USA
707/826-4411 Fax: 707/826-5980
Contact: Roy Furshpan

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

**Billy Collins & Aimee Mann:
An Evening of Poetry, Acoustic Music & Conversation
Technical Requirements**

This performance has 3 artists onstage – Billy Collins (vocals), Aimee Mann (vocals/guitar), and Paul Bryan (vocals/bass).

This performance is a **75 – 90 minute show with no intermission**.
Please determine a late seating cue with the artists onsite.

The artists will require up to a **60 minute tech rehearsal before the house opens** to run through all of the audio and lighting requirements.

Venue to provide the following equipment:

AUDIO

- Audio system in place and fully functional 2 hours before scheduled tech rehearsal
- Three (3) floor audio monitors
- Three (3) vocal microphones – wired is fine
- Three (3) boom microphone stands – for vocal mics onstage
- ~~Three (3)~~ ^{2 only} wireless vocal microphones – kept backstage, just in case a vocal mic fails
- Two (2) instrument cables – feeds for bass and guitar

PROPS

- Two (2) large rugs
- One (1) music stand
- Three (3) stools
- Two (2) short cocktail tables with two (2) matching black tablecloths
- Six (6) bottles of water

LIGHTING

- Lighting that is hung, circuited, and focused prior to scheduled tech rehearsal.
- Basic front wash that provides enough visible light onstage to read and perform.
- Individual specials for Mr. Collins, Ms. Mann, and Mr. Bryan.
- Please note that the artists may move away from their instruments and stools

STAGE PLOT:

- **Two (2) rugs flanking CS, and the artists will perform on top of them.**
- **SL — Mr. Bryan, with the following equipment:**
 - one (1) vocal microphone on one (1) boom microphone stand
 - one (1) floor audio monitor
 - one (1) bass feed
 - one (1) stool
 - two (2) bottles of water on floor in front of stool
- **CS — Ms. Mann, with the following equipment:**
 - one (1) vocal microphone on one (1) boom microphone stand
 - one (1) floor audio monitor
 - one (1) guitar feed
 - one (1) stool
 - one (1) short cocktail table with one (1) black tablecloth
 - two (2) bottles of water on the short cocktail table
- **SR — Mr. Collins, with the following equipment:**
 - one (1) vocal microphone on one (1) boom microphone stand
 - one (1) floor audio monitor
 - one (1) music stand
 - one (1) stool
 - one (1) short cocktail table with one (1) black tablecloth
 - two (2) bottles of water on the short cocktail table

ADDITIONAL NOTES:

- Ms. Mann will provide her guitar.
- Mr. Bryan will provide his bass.
- The artists require a green room space and a restroom backstage.

**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