



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

Kerby Lovallo, Director
27 Snipsic Lake Road, Ellington CT 06029-3521
Telephone: (860) 870-1583 • E-mail: kl@newworldclassics.com

This agreement, entered into on **June 11, 2014** between **CenterArts (Presenter), Mr Roy Furshpan, Director**, with offices at Humboldt State Univ, Arcata, CA 95521; tel (707) 826-4411; fax ; E-mail: rnf7001@humboldt.edu,

and

Zoppé Family, Inc. (Artist), represented by **New World Classics (Agent)** to provide the production **ZOPPE, an Italian Family Circus (Artist)** under the following terms and conditions:

1. Performance Schedule

Monday, September 29, 2014 - Arrival and begin setup
Tuesday, the 30th through Thursday, October 2 – Setup continues
Friday, October 3 – two performances of approx. 45 minutes duration, the first at 9:30 AM and the 2nd at 11 AM PM.
Saturday, October 4 – two full performances, the first at 2:00 PM and the 2nd at 7:00 PM PM.
Sunday, October 5 – one performance at 2:00 PM PM.

PERFORMANCE FACILITY:
Big Top Tent, Old Creamery District

@ Tomas Jeweler company (Please fill in) in Arcata, CA.
820 N Street, Arcata, CA 95521

2. Fee

UNIVERSITY CANNOT PAY DEPOSITS

For the Artist's services, Presenter will pay a total fee of **\$22,750 (Twenty-two Thousand Seven Hundred and Fifty Dollars)** according to this payment schedule:

1st DEPOSIT \$7,600 ON SEPTEMBER 1, 2014

1ST DEPOSIT \$7,600 (Seven Thousand, Six Hundred Dollars) PAYABLE TO: New World Classics by Company Check with returned signed contract

2ND DEPOSIT \$7,600 (Seven Thousand, Six Hundred Dollars) PAYABLE TO: Zoppé Family, Inc. by Company Check handed to Giovanni Zoppe (representing Zoppe Family, Inc) on artist's arrival at venue for setup (2 days prior to first performance)

Full amount of \$22,750

BALANCE \$7,550 (Seven Thousand, Five Hundred and Fifty Dollars) PAYABLE TO: Zoppé Family, Inc. (represented by Giovanni Zoppé) **(CASH ONLY) DUE: On the 2nd last day of the performance run.**

BALANCE DUE IN CASH

OTHER TERMS: ALL PAYMENTS BY UNIVERSITY CHECK

3 Contract to be signed and returned within 7 days with first deposit. RENEWAL: Unless written notice is provided by either PRESENTER, AGENT or ARTIST within 30 days following last Performance, this agreement shall renew for one additional year under the same conditions, (dates subject to change) and adding to the terms only the national inflation rate or 6% whichever is higher.

4. If Artist is unable to perform any engagement set forth in No. 1 above as a result of a strike, epidemic, Act of God, war, physical disability, interruption or termination of transportation, etc., all

parties named above are relieved of their respective obligations under this contract, and no named party may make a claim of damages against the other. In this event, all parties will make their best effort to reschedule the performance within one year of the date of the original engagement. Inclement weather does not relieve Presenter from its obligations provided that Artist is ready and able to perform the engagement. If Presenter cancels the engagement for any reason other than those described as acceptable in this paragraph, the contract remains payable in full.

5. The Technical Requirements Rider which is attached is a part of this contract. Presenter is required to provide all the technical requirements listed in the Technical Rider.

6. Presenter agrees that no performance will be recorded, broadcast, televised, video-taped, photographed, filmed or otherwise extended beyond the auditorium without the prior written consent of Artist or Agent.

7. The Agent who is executing this Agreement on behalf of Artist represents that he has the full power and authority to bind Artist on whose behalf he is executing this Agreement and acknowledges that he is making this representation with the understanding that Presenter is relying thereon.

8. This agreement sets forth the full and complete understanding of the Presenter and the Agent and cannot be amended except by a written document signed by both parties. All claims, disputes or other matters of issue arising out of or relating to this contract will be first submitted to mediation in accordance with the rules of a neutral mediation service, selected through agreement of all parties. If mediation does not resolve the claim or dispute, it will be decided by binding arbitration conducted by the American Arbitration Association in East Hartford CT. This contract is governed by the laws of Connecticut

9. Fuel Surcharge: If the national average price of diesel fuel reaches \$5.00 @ gallon or higher, by one week prior to the first performance listed above, then the Presenter will pay to the Artist a fuel surcharge of \$1,000 by check, to be delivered to the Artist prior to the last performance.

10. The fee stated in paragraph 1. is net of all State, City and County withholding taxes, however Artist and Agent will file all paperwork which can reduce the amount of withholding, as requested by the Presenter, and must do so in a timely manner.

This Agreement is executed on the date first above written.

Presenter (Authorized signature)

By: _____

Date: _____

New World Classics

By: _____

Date: 8/18/14

ZOPPÉ CIRCUS TECHNICAL RIDER
Revised January 2013

The Presenter is to provide the following as part of this contract.

1) FREE PARKING FOR RECREATIONAL VEHICLES

Our artists travel and live in recreational vehicles while on tour. Therefore, there must be a reserved space near the performance area for up to five (5) R.V.'s upon arrival. The following is required:

A) Electricity in R.V. Area

Six (6) Electrical Edison outlets with 20 amp breakers each outlet in the R.V. parking location. If non-animal R.V.'s are not able to park next to the tent area, additional power and lights will be required in that area.

*— Generator only
DTC*

B) Water

Water faucet connection for garden hose near R.V. parking. If system uses a key, ARTIST is to be given the key upon arrival. ARTIST will return key to PRESENTER prior to vacating the premises. Standard hose coupling is acceptable.

C) Animal Parking

Animal vehicles should be permitted to park by the circus tent. If R.V. trailer parking is located in an area other than by the circus tent, additional electric and water is required. Dumpster should be placed close to the animal parking in the location ARTIST designates upon arrival of the Company.

2) EMERGENCY INFORMATION

The PRESENTER should give ARTIST a list containing the names and phone numbers of local veterinarians, blacksmiths (for horseshoes) and hospitals to be used in case of emergency. Directions from the performance area to the hospital should also be provided upon ARTIST's arrival.

3) ANIMAL REQUIREMENTS

The following supplies are required:

Two (2) bales of regular grass hay – per performance day

Fifteen (15) bags of kiln-dried wood shavings, with four (4) additional bags needed per performance day.

If site is not grass, Presenter to provide one load of dirt (11 cubic yards on a level surface, 14 c yds on a pitched surface) (baseball diamond dirt is best - 60% sand, 20% clay, 20% dirt), and additional bags of shavings may be needed.

One (1) eight yard dumpster for animal waste should be placed close to animal parking in the location ARTIST designates upon arrival of the Company. This will also be used for disposal of trash from the performances and performers. If local codes require trash and animal waste to remain separate, then two (2) dumpsters are required.

4) PERFORMANCE REQUIREMENTS

A) Performance Space

A space measuring approximately 172' diameter circle (150' diameter is the minimum), is required for the set-up of the tent. Additional space is required for the living quarters for the performers and their animals. This space should be free and clear of all obstacles, and it is preferable that the space is a grass lot. PRESENTER should make ARTIST aware of any underground obstacles (such as water pipes, electrical or gas lines) prior to the set-up of the tent. Presenter is responsible for obtaining all licenses and permits as may be required for performance, animals and concessions.

B) Power

220 single-phase 200 amp electrical service is required for use by the ARTIST for the lighting, sound, and electricity for the circus tent and for the performer's living quarters.

— Generator Only
DTS

5) MISCELLANEOUS

A) Set-up Assistance A minimum of 6 able-bodied persons to help with the set-up and take down of the tent. Time of set-up and take down will be determined by the ARTIST. Set-up is approx. 10 hours, Strike is approx. 6 hours; bleacher assembly is approx. 6 hours.

B) Accommodations

Up to three (3) motel rooms may be required to be supplied by the PRESENTER. PRESENTER will be notified no later than one (1) month prior to performance date as to whether these rooms are in fact needed.

C) Ushers, Ticket-takers, Concessions


The Artist can provide some ushers though many presenters prefer to provide their own ushers. The Presenter provides ticket takers and people to sell tickets at the door. Artist sells concessions and souvenirs.

**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%~~ 10% of gross merchandising receipts for this engagement.

10%



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.

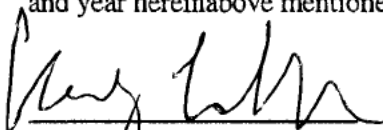
10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider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

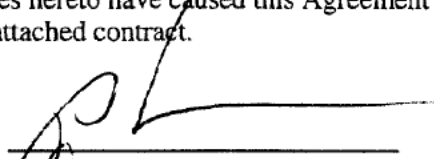
13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, 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.

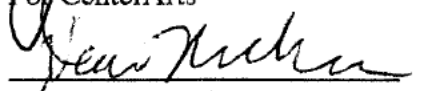
14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contract.



For Artist

Tax ID/Social Security #
ZUPPE FAMILY, INC.
Updated: April, 2009



For CenterArts


For University Center