

Concerted Efforts

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ENGAGEMENT CONTRACT


This agreement made Wednesday, February 19, 2014 is between (hereinafter referred to as "COMPANY") and CENTER ARTS (hereinafter referred to as "PURCHASER"). The PURCHASER hereby engages COMPANY to provide the services of "RHIANNON GIDDENS" (hereinafter referred to as ARTIST) to provide the engagement presentation hereinafter described on the terms herein set forth.

The PURCHASER agrees to provide the ARTIST with the following elements:

1. Engagement Venue	HUMBOLDT STATE UNIVERSITY VAN DUZER THEATRE ARCATA CA 95521 USA	CONTRACT # 8969																													
2. Artist	RHIANNON GIDDENS HEADLINE BILLING, 100% TYPE SIZE	UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT <u>AS</u> IN-HOUSE SOUND, LIGHTS & PRODUCTION <u>AS</u>																													
3. Engagement Date	TUESDAY, MAY 12, 2015 NUMBER OF SHOWS: 1 ONE 90 MINUTE SET @ 8:00PM ANNOUNCE: HOLD ON SALE: HOLD	CATERING MUST STAY WITHIN THE BUDGETED AMOUNT																													
4. Compensation	\$10,000.00 USD FLAT GUARANTEE																														
5. Purchaser Provides	SOUND, LIGHTS & LODGING (6 ROOMS FOR 1 NIGHT) TO BE PROVIDED BY PURCHASER ALL PAYMENTS BY UNIVERSITY CHECK <u>AS</u>	UNIVERSITY CANNOT PAY DEPOSITS \$5,000.00 Deposit payable immediately by certified check or bank wire to CONCERTED EFFORTS \$5,000.00 Balance due in cash to ARTIST day of show (plus bonuses if applicable) <u>N/A</u> <u>\$10,000</u> Full on University check																													
6. Ticketing	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ticket Desc</th> <th>Ticket Price</th> <th>Qty</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>general</td> <td>\$35.00</td> <td>812</td> <td>\$28,420.00</td> </tr> <tr> <td>students</td> <td>\$10.00</td> <td></td> <td>\$0.00</td> </tr> <tr> <td colspan="3" style="text-align: right;">Gross Potential *</td> <td>\$28,420.00</td> </tr> </tbody> </table>	Ticket Desc	Ticket Price	Qty	Total	general	\$35.00	812	\$28,420.00	students	\$10.00		\$0.00	Gross Potential *			\$28,420.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>Capacity</td> <td style="text-align: right;">812</td> </tr> <tr> <td>Total Kills</td> <td></td> </tr> <tr> <td>Sellable</td> <td style="text-align: right;">812</td> </tr> <tr> <td>Per Ticket Tax</td> <td></td> </tr> <tr> <td>Per Ticket Fees</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;">Net Potential *</td> <td>\$28,420.00</td> </tr> </tbody> </table> <p style="text-align: right;">* based on advance ticket price</p>	Capacity	812	Total Kills		Sellable	812	Per Ticket Tax		Per Ticket Fees		Net Potential *		\$28,420.00
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Any attached riders are hereby made an integral part of this contract. This agreement, the additional terms and conditions and the attached riders constitute the entire understanding of the parties, cannot be changed orally, and shall be constructed, governed and interpreted pursuant to the laws of the State of Massachusetts. This agreement may not be assigned by the PURCHASER but shall be binding on the PURCHASER and the PURCHASER's representatives only.

PURCHASER
 AGREED AND ACCEPTED
 ROY FURSHPAN



CENTER ARTS
 HUMBOLDT STATE UNIVERSITY
 ARCATA CA 95521 USA
 P 707-826-4411 F 707-826-5960 M
 roy.furshpan@humboldt.edu

ARTIST
 AGREED AND ACCEPTED
 PAYABLE TO:



AUTHORIZED SIGNATORY
 PAYABLE TO:
 FOR RHIANNON GIDDENS

RECEIVED

FEB 04 2015


BY:

RHIANNON GIDDENS CONTRACT RIDER

THIS RIDER SHALL BE CONSIDERED TO BE PART OF THE ATTACHED CONTRACT AND NEITHER CONTRACT NOR RIDER SHALL BE BINDING UNTIL SIGNED BY BOTH PARTIES HEREUNTO.

ADVANCE CONTACT: Chris Serino - [REDACTED]

**** LINEUP SUBJECT TO CHANGE. MUSICIANS ON STAGE CONFIRMED PER ADVANCE****

1. ARTIST will receive 100% exclusive headline billing, or festival billing where appropriate in any and all publicity releases and paid advertisements.
2. Any additions to the show must be approved by ARTIST'S management.
3. All payment provided hereunder shall be made in U.S. currency.
4. PURCHASER guarantees that contracted amount represents actual amount to be paid to ARTIST. PURCHASER assumes all financial responsibility for liens, taxes, withholding, border broker, work visas, baggage overage charges and all other fees above contracted figure.
5. PURCHASER agrees to make twenty (20) complimentary tickets available to ARTIST or ARTIST'S management, the unused portion of which may be placed on sale the day of the show with the permission of ARTIST or ARTIST'S management. PURCHASER agrees to give out not more than 2% of the house in complimentary tickets without written consent from ARTIST or ARTIST'S management.
6. PURCHASER agrees to provide at no cost to ARTIST
 - a. One clean, lockable dressing room with chairs for 8-12 people, mirror, 110 volt electrical outlet, heat or air conditioning. Ten clean cotton towels, one box of sharpie markers. PURCHASER agrees to be solely responsible for the security of all items in the room area, and shall keep unauthorized personnel from entering said area.
 - b. Assorted fresh, organic fruits/vegetables (including organic blueberries, raspberries, strawberries, bananas, and apples). 2 containers of plain hummus, 3 small containers of plain, full-fat greek yogurt, 1 wedge cheddar cheese, 1 small bag raw kale, 1 raw zucchini, 4 limes, 2 packages smoked salmon and 1 large baguette, 2.5 pounds of fresh sliced organic deli turkey or chicken, 1 pound sliced provolone cheese, one loaf of whole wheat bread, mayonnaise, brown mustard, and organic romaine lettuce. Assorted crackers and one box of GLUTEN FREE oat crackers. Oat cakes (where possible).
 - c. All liquids Including 2 cases bottled water, 24 local beers or microbrews (12 dark/12 lighter beers preferred), 12 hard ciders (Crispin preferred), 1 bottle premium white wine, 1 bottle premium red wine, ~~1 bottle premium vodka (Tito's preferred)~~, 12 cans sparkling soda water, coffee, 3 containers coconut water, assorted fruit juices, a selection of hot black/herbal/green/English breakfast tea, 1 bottle of organic honey, 1 small container of milk for tea. 

d. Purchaser must also provide a hot meal including fish, veggie, and meat option for all members of the touring party or a \$20 buyout per person. There are 8-11 people in the touring party, subject to change, so please advance. If a hot meal is to be provided, when advancing the show a list of suggested and recommended vegetarian dishes will be provided. These items and all utensils, plates, and glasses shall be made available upon the touring party's scheduled load in time. Dinner/buyout shall be made available by 5pm day of show unless otherwise specified.

PLEASE NOTHING EVEN CLOSE TO HOT-SPICY, NO SHELLFISH OTHER THAN SHRIMP, NO ASPARAGUS, NO GARLIC AND NO PORK.

PLEASE PROVIDE AT LEAST ONE GLUTEN-FREE ENTREE

DARK LEAFY GREENS ARE VERY WELCOME- SPINACH, KALE, CHARD ETC.... (WITH NO GARLIC OF COURSE)

IF THIS IS NOT FOLLOWED, WE WILL REQUIRE A BUYOUT AND A RUNNER TO GET US FOOD. WE DO NOT WANT A CLUB FULL OF MUSICIANS WITH LOW-BLOOD SUGAR... THEY ARE ABSOLUTELY IMPOSSIBLE TO DEAL WITH. Thank you... (For all our sake)

7. Purchaser agrees to provide at his sole cost and expense a first class professional quality sound and lighting system appropriate to the venue size. **PURCHASER MUST PROVIDE SOUND TECHNICIAN FOR SOUND CHECK AND DURING ENTIRE PERFORMANCE.** PURCHASER must have sound system ready and functional with sound technicians on stage, at time of load-in and sound check or ARTIST is under no responsibility to perform said sound check. Contractor is to provide two (2) strong and sober stage hands to assist in loading and unloading before and after the performance.
8. **HOTEL:** If PURCHASER agrees to provide lodging as indicated on the face of the contract, it must be in a first class hotel. The band prefers 10 single rooms and requires a minimum 6 double rooms. All rooms must have TV, telephone and shower/bathroom. Please arrange for early check-in. If the purchaser does not provide accommodations, he must refer the band to a local affordable accommodation.
HOTEL RECOMMENDATION: _____
9. **AIR TRAVEL:** If PURCHASER is providing international/internal air travel, flights must be on a major carrier/regularly scheduled flight. In the case that excess baggage is charged on top of the usual baggage allowance the PURCHASER is responsible for this excess baggage charge. **NO CHARTER FLIGHTS!** A local representative of the promoter must meet the incoming flight and escort the group to the departing flight. All ground transportation will be provided and will consist of a minimum of a 20-seat capacity bus with ample room for luggage and instrument cases. ARTIST reserves the right to approve flight itinerary before ticketing. V.I.P. check-in.
10. Any television, radio or press interviews and appearance must be cleared through ARTIST'S management.
11. **MERCHANDISING:** ARTIST shall have the sole and exclusive right, but no obligation to sell merchandise in connection with and at the performance hereunder and the receipts thereof shall belong to the ARTIST exclusively.
12. ARTIST reserves the right to cancel this contract if it conflicts with a bonafide offer for a major theatrical or television motion picture appearance or soundtrack, a network or major cable

television appearance, or a foreign or major national tour. Notification shall be made not less than 30 days prior to engagement contracted herein, and all deposits shall be returned. ARTIST'S representative and PROMOTER shall negotiate in good faith for and early mutually agreeable replay date.

13. Provided that ARTIST is ready, willing and able to perform pursuant to the terms hereof, payment of any guaranteed compensation hereunder shall be made to ARTIST notwithstanding that inclement weather may render a performance impossible or infeasible.
14. FORCE MAJURE: If any member of Artist's party shall become ill or incapacitated or if Artist shall be unable for any reason outside of his control to attend the engagement, Artist shall not be required to perform, in which instance, any moneys paid by Purchaser shall be returned and neither party to this agreement shall be under any further obligation to each other. In the event of a civil disorder, the likes of which could result in damage to life or property, Artist, in his sole judgment shall have the right to terminate this agreement at any time without liability.
15. PURCHASER agrees to report box office figures to Pollstar and Performance if ticket sales are 80% of capacity, or greater.

Pollstar: Phone (559) 271-7900 / Fax (559) 271-7979
Performance: Phone (817) 338-9444 / Fax (817) 877-4273

PURCHASER is to direct any inquiries to ARTIST'S designated representative.

Agreed to and Accepted by: _____ 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. NP

7. **MERCHANDISING PERCENTAGE.** CenterArts takes 20% of gross merchandising receipts for this engagement. proven

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.

Lodging provided per contract face. (AP)

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.


as amended (AP)


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