

## Engagement Agreement for THE FLYING KARAMAZOV BROTHERS

AGREEMENT made as of this August 3, 2015 by and between **4 Play 4 Ever, LLC** ("Producer") and **CenterArts - Humboldt State University** ("Presenter") with regard to Presenter's presentation of Producer's production of **THE FLYING KARAMAZOV BROTHERS** (the "Production") at the Theatre described herein.

Presenter hereby engages Producer to provide the Production on the terms and conditions set forth herein. Producer hereby agrees to provide the Production to Presenter upon all of the terms and conditions hereinafter set forth, and Presenter agrees to abide by such terms and conditions.

1. Theatre: The Production will be presented at:

Theatre Name: Van Duzer Theatre  
Theatre Address: CenterArts, Humboldt State University, 1 Harpst St., Arcata, CA 95521  
Theatre Phone/Fax: (707) 826-3928 / (707) 826-5980

2. Presenter Contact Information:

Presenter Address: CenterArts, Humboldt State University, 1 Harpst St., Arcata, CA 95521  
Presenter Local Contact: Roy Furshpan / (707) 826-3928 / roy.furshpan@humboldt.edu  
Presenter Marketing Contact: Michael Moore Jr. / (707) 826-3928 / carts@humboldt.edu  
Presenter Technical Contact: Dan Stockwell / (707) 826-3928 / carts@humboldt.edu  
Presenter Box Office Contact: (707) 826-3928 / carts@humboldt.edu

3. Producer / General Manager Contact Information:

ALL PAYMENTS BY UNIVERSITY CHECK \_\_\_\_\_

Contact: Scott Perrin  
Address: 162 West 54th Street, Suite 4C, NY, NY 10019  
Phone/Fax Number: (212) 957-9155 / (212) 957-0705  
Producer Email: SPerrin@TheEventOffice.com

4. Production Tech Contact Information:

Tech Contact: Paul Magid  
Tech Contact's Phone: [REDACTED]  
Tech Contact Email: [REDACTED]

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

5. Logistics / Travel / Merchandise Contact Information:

IN-HOUSE SOUND, LIGHTS & PRODUCTION \_\_\_\_\_

Contact: Jeremy Perkins  
Phone/Email: [REDACTED]

6. Engagement Information:

Date(s) of Load-In: Thursday, March 17, 2016 at 9:00AM or at a time to be advised by Producer  
Date(s) of Engagement: Friday, March 18, 2016  
Date(s) of Load-Out: Immediately following the final performance

Total Number of Performances & Schedule: THREE (3) performances as follows:  
9:30AM (45 minute School Bus-in Performance)  
11:00AM (45 minute School Bus-in Performance)  
7:00PM (Full Length & Public Performance)

Total Capacity Per Performance: 862

Ticket Price Scale and Gross Potential: Attached hereto as Schedule A.

## 7. Compensation to Producer and Division of Proceeds

7.1 Compensation: As full compensation to Producer for Production described in this Agreement, Presenter shall pay to Producer:

7.1.1 Fixed Guarantee: A Fixed Minimum Guarantee of Twelve Thousand Five Hundred Dollars (\$12,500.00); plus,

7.1.2 Transportation/Hotel: Two (2) nights of hotel accommodations of Five (5) Single Rooms per night for Five (5) people. - Red Lion in Eureka CA - mjr

Presenter hereby warrants and represents that the capacity of the Theatre, the potential Box Office Receipts per Performance, the ticket prices, and the number of categories of tickets, if any, to be discounted shall be as set forth above and in Schedule A (which must agree), and that every seat in the Theatre, including, without limitation, emergency, corporate, and box seats is described herein and appears on the box office manifest. Presenter shall not order, sell, or authorize sale of tickets to any performance of the Engagement in a number greater than the lawful seating capacity set forth herein and in Schedule A.

## 8. Definitions

“Engagement” shall mean the run of the Play at the Theatre.

“Documented Expenses” shall mean those expenses set forth as part of the documented expenses set forth in Schedule B.

“Fixed Expense Package” shall mean those expenses set forth as part of the fixed expense package set forth in Schedule B.

“Guarantee” shall mean the non-returnable fee to be paid by Presenter to Producer as a minimum guaranteed payment.

“Local Expenses” shall mean all those monies included in the definition of “Fixed Expense Package” plus those monies included in the definition of “Documented Expenses.”

“Net Adjusted Gross Box Office Receipts (NAGBOR)” shall mean all box office and other receipts derived from the sale of tickets to the performances herein each week from all sources (including any sums in excess of listed box office prices including but not limited to theatre restoration charges) received by Presenter or anyone in its employ, less only admission taxes and any discounts, fees, or commissions paid or deducted in connection with subscriptions, theatre party, group sales, on and off premises box office, ticket agencies, and credit card sales.

“Overage” shall mean that amount of NAGBOR available for distribution after the payment of the Guarantee, Transportation/Hotel Reimbursement and the Local Expenses.

“Play” shall mean **THE FLYING KARAMAZOV BROTHERS**.

“Presenter” shall mean CenterArts - Humboldt State University.

“Presenter Affiliated Company.” A company shall be deemed to be a Presenter Affiliated Company if:

(i) any of such company’s officers, directors, partners, or owners of a substantial financial interest in such company are officers, directors, partners, or owners of a substantial interest in Presenter; or

(ii) if any of Presenter’s officers, directors, partners, or owners of a substantial financial interest in Presenter are officers, directors, partners, or owners of a substantial financial interest in such company; or

(iii) if Presenter and such company are under common control.

“Producer” shall mean **4 Play 4 Ever, LLC**

“Production” shall mean **THE FLYING KARAMAZOV BROTHERS**.

“Settlement” shall mean the calculation of monies due Presenter and Producer at the end of the Engagement, or in the case of multiple weeks, at the end of each week of the Engagement.

“Tech Rider” shall mean that document attached and made a part hereof labeled “Tech Rider” and setting forth the technical requirements of the Engagement.

“Theatre” shall mean Van Duzer Theatre.

## 8.1 Payment Schedule and Requirements

8.1.1 Presenter shall pay Producer the Guarantee not later than one-half hour prior to the initial performance of the Engagement. Any deposit provided by Presenter shall apply against the Guarantee for the Engagement.

8.1.2 Producer’s Overage, if any, shall be due and payable to and in the name of Producer no later than intermission of the final performance of the Engagement, accompanied by an itemized statement showing the computations thereof, certified by Presenter to be true and accurate.

8.1.3 All payments from Presenter to Producer will be paid in US Currency in the form of certified check, money order, or accepted bank draft.

## 8.2 Local Expenses

Local Expenses shall consist of the following:

(i) The Fixed Expense Package in the maximum amount(s) set forth on the attached Schedule B, it being understood that Presenter shall not be obligated to furnish substantiation or documentation for Fixed Expense Package.

(ii) The actual Documented Expenses with estimates as set forth on the attached Schedule B, it being understood that Presenter shall furnish complete, accurate and detailed substantiation and documentation of Presenter's Documented Expenses with documented invoices and proof of payment subject to Producer's approval, not to be unreasonably withheld. Presenter agrees that the actual Documented Expenses used in Settlement may not exceed One Hundred Ten Percent (110%) of the estimates set forth on the attached Schedule B without prior written authorization from Producer.

### 8.3 NAGBOR Calculations

8.3.1 Net Adjusted Box Office Receipts shall be calculated in the following order:

- (i) any approved surcharges over the printed ticket price will be eliminated from all NAGBOR calculations, which will be based on the printed ticket price;
- (ii) taxes shall be calculated based on the printed ticket price, and taxes collected and paid to governmental tax authorities shall be deducted from the printed ticket price;
- (iii) any commissions approved as per Schedule A shall be based on the printed ticket price after deduction of taxes as described in (ii) above, and shall be deducted from same.

Presenter warrants that each ticket sold shall not be subject to more than one of the ticketing commissions set forth in Schedule A (i.e. subscription sales and group sales commissions include credit card charges. ).

8.3.2 Theatre Restoration/Facility Fee Deductions: Notwithstanding anything to the contrary contained herein, if a theatre restoration fee has been included in the printed ticket price, such fee shall be deducted from the calculations in Paragraph 6.5.1 above at (i), and all subsequent calculations shall be deemed to be based on "printed ticket price minus restoration fee."

8.3.3 No Charges on Restoration Fee: Producer shall not pay tax or commission on any surcharge or theatre restoration fee whether or not same is treated as a surcharge; commission shall not be paid on box office income collected and paid as taxes.

### 8.4 Settlement

8.4.1 Inaccuracies: Settlement on the basis of figures furnished by Presenter shall not preclude Producer from thereafter questioning the correctness of such figures nor preclude Producer from collecting any additional monies it may be due if the figures furnished by Presenter were inaccurate.

8.4.2 Amortization of Costs: If this Engagement consists of multiple weeks, all costs and expenses to be charged as "Local Expenses" in determining the share of NAGBOR due to Producer (other than costs and expenses based on a percentage of said NAGBOR) shall be amortized and allocated pro-rata over the term herein on a weekly basis.

8.4.3 Final Settlement: If at the time of Settlement Presenter does not have final Documented Expenses, Presenter will in good faith estimate the amount of said expenses outstanding and Settlement will be made on the basis thereof. Upon receipt of bills for such expenses, Presenter

9.5 Reports: Commencing when tickets for the engagement are made available for sale, Presenter and/or Theatre shall furnish Producer representatives with all information regarding the sale of tickets for the Production each business day in a format acceptable to Producer.

9.6 Box Office Statements Per Performance: No later than intermission of each performance, Presenter shall provide Producer with box office statements for the performance. Such statements shall be in theatrical standard and customary form and signed by the box office treasurer.

9.7 Ticket Surcharges: No surcharge of any kind shall be made or charged to ticket buyer, except as may be expressly approved by Producer in writing, and under no circumstances shall Presenter be permitted to include a surcharge to be added above the printed ticket price at the Theatre box office.

9.8 Credit Card Commissions: All discounts, fees, and commissions on credit cards shall be at the exact rate charged by the credit card company and/or bank and shall be substantiated by Presenter and verified by Producer, unless a higher rate is expressly agreed in writing by Producer.

9.9 No Escrow: Presenter shall hold no monies in escrow against bad checks, bank charges, estimated expenses, or otherwise.

9.10 No Payments to Affiliates: Presenter shall not deduct any fees to any remote box office, credit card company, or broker that is a Presenter-Affiliated Company (except as specifically disclosed in Schedule A hereto) without Producer's prior written consent.

9.11 Group Sales: No group sales commissions shall be paid to Presenter for groups arranged by the Producer.

9.12 Missing Tickets: Missing, unaccounted for, or stolen tickets shall be deemed sold at full price. In no event shall any commissions, surcharges, or deductions be taken or paid on account of missing or unaccounted for or stolen tickets.

9.13 Subscription Sales: Presenter will provide substantiation of any allocation of receipts resulting from subscription sales to be included in NAGBOR of the Engagement. Any allocation among all engagements included in a subscription series shall be made pro-rata on the basis of relative stated ticket price for each engagement in the subscription series. Presenter will not discount subscription ticket prices without prior written approval of Producer and then only in the amounts so approved. — discounts of 10-30% —

9.14 Seating Diagram: Presenter agrees to submit with actual numbered seats and locations of seats to be made available for sale.

9.15 Reserved Seats: Presenter agrees to sell only reserved seats for the Performance(s) covered by this Agreement, the price of which shall be printed on numbered tickets for each Performance to indicate the sections of the Theatre(s) and the categories of ticket prices. The location of each seat shall be printed on each ticket. Presenter shall provide the Producer's representative with a manifest of the tickets printed certified by the ticket printer or certified by computer printout record.

will immediately provide Producer with a photocopy of each bill. Subject to Producer's approval, if the figures furnished on such bills do not equal those used in Settlement, adjustments will be made as applicable. Final Settlement shall be subject to Producer's approval

8.5 Taxation: Presenter agrees, upon signing this Agreement, to notify Producer in writing of any State, County, Municipal, or other taxes or other taxes or assessments that may be levied upon or withheld from Producer's fee, share of box office receipts, payroll, or employee salaries. Presenter shall be liable for payment of any fines, penalties, or assessments levied upon Producer by reason of Presenter's breach of this paragraph. Any Federal or other admissions taxes shall be substantiated by copies of the applicable statute, remittance forms, and check for remittance.

8.6 Failure to Make Payment/Timely Payment: All payments described in this Agreement shall be made on the schedule and the manner provided herein. If Presenter fails to make any or all such payments, or fails to make such payments in a timely manner, Producer shall have the right, at its sole option, to cancel the Engagement, to cease presenting the Engagement, to cancel the balance of any performance in progress, and/or to cancel any future performances during the Engagement, *all without prejudice to Producer's rights at law or in equity, or to collect the damages and other monies to be paid to it under the terms of this Agreement*. In the event of Producer's cancellation or cessation of the Engagement under the terms of this Paragraph, Presenter shall not be relieved of its obligation to pay full compensation due Producer as if the Engagement was presented in its entirety, and if Presenter does not pay in full as it is required to do under this Agreement, Presenter hereby authorizes the Theatre to pay any sums due, or to become due, to Producer from Presenter out of the funds in Theatre's possession from the sale of tickets to the Engagement, notwithstanding the fact that such funds or portions thereof would otherwise be payable to Presenter. Presenter hereby releases Theatre and holds Theatre harmless from any obligation to Presenter for the funds that have been turned over to Producer, and Presenter shall pay all amusement, admission, value added, or similar taxes thereon, if any.

## 9. Presenter's Box Office Obligations; Box Office Schedule and Records:

9.1 Facilities: Presenter will arrange and provide facilities for the sale of tickets to all scheduled performances through box office outlets, telephone outlets, subscriptions, group sales, mail order, and credit card charges.

9.2 Ticket Price Scale: No changes in ticket price scale shall be made without Producer's prior written approval.

9.3 Trust Nature of Funds: All funds derived from the sale of tickets for performances of the Production at the Theatre hereunder shall be held in trust by Presenter until payment to Producer of Producer's share thereof, and the trust nature of such funds shall not be questioned.

9.4 Use of Funds: The portion of funds due to Producer under the terms of this Agreement shall be held in trust as Producer's property until payment. Presenter stipulates that the trust nature of such funds shall not be questioned whether the monies are physically segregated or not, notwithstanding a co-mingling of such funds. Presenter may only use the portion of such funds for advertising that are in excess of the sums due to Producer, including any guarantee due Producer and any share of box office gross due Producer, if applicable.

9.16 Complimentary Tickets: Presenter shall not issue complimentary seats for any performance of the Engagement at the Theatre unless specifically authorized in writing by Producer, except for an approved number of tickets issued to critics and the working press for the Opening Night Performance, provided that Presenter and Producer shall mutually agree as to the total number of such complimentary seats to be issued for said Opening Night Performance.

Without limiting the foregoing, Presenter shall not issue any complimentary seats for advertising trades, promotions, press (except to the extent agreed pursuant to the foregoing sentence) or other marketing purposes without the prior written approval of Producer. Presenter and Producer further agree that there shall be no discounts from the ticket prices set forth in Schedule A unless specifically authorized in writing by Producer. All complimentary tickets shall be stamped, marked or otherwise indicate \$0.00 ticket price.

Reimbursement for complimentary tickets shall not be included in commission or overage/percentage calculations.

9.17 Sale of Standing Room: No tickets for standing room shall be placed on sale for any performance until tickets for 90% of the capacity of the Theatre have been sold.

9.18 Control of Box Office: Presenter's officers and employees shall have control of the sale of tickets in the box office but Producer's representatives shall have access during regular box office hours to the box office.

9.19 Date of Public Sale: Presenter will place all tickets on public sale no later than ten (10) weeks in advance of the first performance hereunder.

9.20 Reservations: Presenter will not hold reservations for tickets later than one day prior to the date of each performance (excluding house seat reservations and tickets held for Producer as set forth in Paragraph 14.1).

## 10. Producer's Control of Production

10.1 Presentation: Producer shall have sole and exclusive control over the production, presentation and performance of the Engagement hereunder including, but not limited to, the details, means and methods of the performance of said engagement and the performances of each participant therein, and the persons to be employed by Producer in performing the provisions of this engagement.

10.2 No Broadcast: Presenter agrees that no rehearsal or performance of the Engagement shall be recorded and/or broadcast, televised, or otherwise extended beyond the Theatre without prior written consent of Producer.

10.3 Producer's Payment Obligations: Producer will pay for the following elements in connection with the presentation of the Engagement at the Theatre hereunder:

10.3.1 All salaries, fees and per diem expenses of Producer's employees, including all members of the cast, stage managers, traveling stagehands, traveling wardrobe personnel, complete traveling orchestra as outlined within the Tech Rider, hairdressers, makeup artist, Producer's press agent and company manager, and all payroll taxes and union fringe benefits applicable thereto.

10.3.2 All compensation including, without limitation, fees, advances, royalties and per diems to the authors, owners of performing rights in the Production, directors, choreographers, designers, licensors and Producers.

10.3.3 Producer's general and administrative expenses, including Producer's legal and accounting fees, Producer's office charge, Producer's long distance telephone, photocopying and messenger charges, insurance premiums on Producer's policies insuring Producer's equipment and personnel and other operating costs of Producer.

10.3.4 All hauling and transportation costs to move the Production and Producer's employees to the city of the Engagement, for any required local transportation for Producer's employees in the city of the Engagement, and from the city to the next engagement of the Production.

10.3.5 Any and all scenery, draperies, props, automation equipment, lighting equipment, sound equipment, special effects equipment, costumes, wigs, and all other physical production elements of the Production excepting those local requirements as outlined in the attached Tech Rider.

10.3.6 Publicity and advertising materials as set forth in Paragraph 10 herein below, as may be required for the promotion and advertising of performances of the Production at the theatre.

## 11. **Presenter Obligations**

Presenter agrees, represents, and warrants that it can and at its sole cost and expense will duly fulfill and comply with the following requirements and conditions:

11.1 **Promotion**: Presenter will promote and exploit the Engagement and use its best efforts to secure the largest public attendance and largest amount of box office receipts.

11.2 **Availability of Theatre**: Presenter will furnish at its own expense for each performance of the Production, and for daytime rehearsal prior to each performance if requested by Producer, the Theatre, properly heated (winter), air conditioned (summer), ventilated, lighted, clean, in good order, and staffed to the satisfaction of Producer. Theatre shall be available to Producer by 8:00 am on the day of the load-in. Presenter warrants and represents that Presenter is at the present time, or will be prior to the date(s) of the engagement hereunder, the owner or operator of, or has, or will have, a valid lease upon the Theatre. If the Presenter does not own the theatre or have a long-term lease, the Presenter will provide Producer or have available for inspection a true and accurate copy of Presenter's lease agreement with the theatre. In addition, the Presenter will provide Producer with free and exclusive use of any and all marquees, houseboards, plastics, and other advertising space connected to or with the theatre.

11.2.1 **Exclusivity**: Except as may be otherwise approved in writing in advance by Producer, Producer shall have the exclusive use of the Theatre from the time load-in of the Production to and including the time load-out.

11.3 **Dressing Rooms/Facilities**: Presenter will furnish comfortable, properly heated, ventilated, clean and well-lighted dressing rooms near the stage equipped with make-up tables, mirrors, chairs, hot and cold running water, hanging facilities for costumes and toilet and lavatory



facilities; and that the dressing rooms and backstage area will conform to Actors' Equity Association's Safe and Sanitary Code. Presenter will be liable to Producer for any claim made by Actors' Equity Association of a violation of the Safe and Sanitary Code.

11.4 Accessibility: Presenter will ensure that all sets of lines in the Theatre shall be free and clear of all drapes, scenery, lighting equipment, motion picture screens, orchestra shells and "clouds" and the stage floor, back wall and wing areas shall be free and clear of all extraneous equipment and materials prior to the arrival of Producer's personnel.

11.5 Cleaning: Presenter will ensure that the stage and wing areas will be swept clean prior to the arrival of the Producer's personnel at the Theatre and that the stage and wing areas and any dance or other floor, false stage or stage covering installed by the Producer will be swept clean and mopped prior to each performance specified herein.

11.6 Electrics/Power: Presenter will furnish, at its sole cost and expense, adequate electrical power supply and lighting equipment as ~~per Tech Rider~~, attached hereto and made a part hereof.

*House Lighting system only DTS*

11.7 Truck Accessibility: Presenter will ensure that all truck approaches (alleyways, driveways, lane ways) to the Theatre loading dock will be free and clear of all other vehicles, debris, snow and any and all extraneous materials permitting direct and undetained approach of Producer's trucks, and that stage doors will be accessible and properly lighted. In the event of snow or ice on approach, Presenter agrees to have the approach salted, sanded and/or shoveled clear prior to the trucks' scheduled arrival.

11.8 Tech Rider Obligations: Presenter will fulfill the requirements of the technical addendum and will comply promptly with directions of Producer regarding stage settings for the performances hereunder. — *In accordance with CenterArts' performance Rider DTS*

11.9 Follow Spots: Presenter will provide in the Theatre prior to the arrival of Producer's technical personnel and at Presenter's sole cost and expense two (2) follow spotlights at the standard back-of-the-house location, as set forth in the Tech Rider.

11.10 Equipment in Good Working Order: All of the equipment and other items to be furnished by Presenter shall be furnished at Presenter's sole cost and expenses and shall be in good working order during each of the performances.

11.11 Engagement Personnel: Presenter will furnish all necessary personnel that may be required by Producer to unload the vehicles carrying the Producer's equipment and property, to bring such equipment and property to such place within the Theatre as the Producer's representative shall determine, and immediately after the last performance to remove such equipment and properties in the same condition as delivered to it, reasonable wear and tear excepted, and load such equipment and properties on the Producer's vehicles; and furnish all other personnel, including without limitation stage hands, spot light operators, stage carpenters, wardrobe personnel, electricians, sound technicians, truck loaders and unloaders and any other local labor which Producer deems necessary in connection with any advance spotting calls, load-in, technical rehearsal prior to first performance, performances and rehearsals, and any other personnel required by any union having local jurisdiction.

11.12 Union Compliance: Presenter will comply with all regulations and requirements of any union or unions that may have jurisdiction over any of the materials, facilities and personnel to be furnished hereunder. Upon signing of this contract, Presenter must provide Producer with copies of union contracts that will affect the settlement in any way.

11.13 Hiring of Union Members in Good Standing: All personnel to be provided by Presenter shall be members in good standing of any union having jurisdiction and shall be subject to Producer's direction during take-in and take-out, immediately before, during, and immediately after each performance hereunder. None of such personnel shall be deemed to be employees of Producer, and Producer shall not be responsible for payment of workers compensation, unemployment insurance, social security, withholding taxes or any other cost or liability in connection therewith.

11.14 Front of House Personnel: Presenter will furnish security and cleaning/maintenance personnel and "front of house" personnel, including but not limited to a house manager, ushers, ticket sellers and all other box office employees required for ticket sales, and ticket takers.

11.15 Theatre Operating Costs: Presenter will bear all operating costs of the Theatre (including, but not limited to, cleaning, maintenance and repairs, salaries and all related costs of stagehands, local musicians, wardrobe and dressers) to be provided by Presenter hereunder, box office and front of house personnel, including the cost of the light check and sound check prior to each performance, commencing one hour prior to the opening of the house to the public and one hours of wardrobe pre-set.

11.16 Pre-Engagement Costs: Presenter will bear all costs of preliminary theatre and box office expenses (including supplies and tickets), including spotting of lines, the local costs of any necessary advance trips, and all other preparation of the stage, fly system, sound system, electrical system, auditorium and dressing rooms as may be required by the Producer to properly present the show in its current form.

11.17 Load-in/Load-out: Presenter will bear all costs of take-in and take-out: including, but not limited to, teamsters and loaders for the show's trucks, union stagehands, installation of all set pieces, drapery, sound and electrical equipment, cleaning, any restoration to theatre that may be required, as well as costs for any additional personnel having jurisdiction over the facility (see Tech Rider).

11.18 No Discrimination: Presenter will ensure that there shall be no discrimination practiced against any performer or patron because of race, creed, color, sex, sexual orientation, or disability with regard any aspect of the Engagement under Presenter's control, including but not limited to performance in, admission to, or seating in, the Theatre. Presenter represents and warrants that it and the Theatre are in compliance with all federal, state, and local anti-discrimination and civil rights laws.

11.19 ADA Compliance: Presenter represents and warrants that it and the Theatre are in compliance with the Americans with Disabilities Act.

11.20 Sound Levels: If requested, Producer agrees to consult with Presenter's house sound personnel regarding setting of levels during Producer sound check and during intermission but the final determination with respect thereto shall be with Producer, provided, however, that Producer agrees to reduce the volume if necessary to conform to local ordinances.

11.21 Performance Schedule/Union Rules: Presenter shall schedule all performances in accordance with the rules of the various unions having jurisdiction over the subject engagement. In the event that Presenter's performance schedules create any claim for extra payments to the production's personnel for take-in, performance, take-out or other scheduled performances within the theatre, Presenter shall be solely responsible for such payment, specifically including, but not limited to, claims made by any unions on behalf of employees of said union.

11.21.1 If the Presenter requires any changes to be made in the dates or time of any said performances of the Engagement, the Producer has the right, in its sole discretion, to agree to make the change or to refuse to do so. If it agrees to make the change and as a result thereof the Producer incurs any additional expense, the Presenter will reimburse Producer for such additional expense on presentation of a bill therefore. Such payment must be made prior to each changed performance

11.22 Additional Personnel: Producer's stage labor requirements as specified in the Technical Rider are based on the minimum requirements to realize the production in an ideal facility. Additional stage labor may be necessitated by local union requirements or conditions. In the event that Presenter fails to provide the required number of loading and unloading, stage and wardrobe personnel Presenter agrees that Producer may engage the balance of personnel required at Presenter's sole cost and expense.

11.23 Payroll Taxes: In no event shall payroll taxes on the employees paid by Presenter exceed 17% (inclusive of any administrative surcharge) for settlement purposes without the express written consent of Producer. All payroll taxes must be substantiated at Settlement.

11.24 No Pre-Show or Post Show: Presenter agrees that the Production shall be presented without any pre-show, post show, or pre-second act activities or ceremonies and/or any other performer(s) or production(s) being presented therewith.

## 12. Promotion and Advertising

12.1 Presenter's Obligations: Presenter agrees that it shall (i) furnish display advertising in form approved by Producer in leading local newspapers commencing at least four weeks prior to the date of the first performance; (ii) expend the Advertising Budget as set forth herein except that if engagement sells out prior to engagement date no further advertising expenses will be incurred; and (iii) advertise the performance(s) in prior programs presented by it during the same season.

12.2 Billing: The form and manner of billing and credits in all advertising, billboards, marquees, programs and publicity shall be determined by Producer, and Presenter shall promptly and fully comply with said determination. In the event Presenter alters, omits or does not print any of the billing or other program copy or other copy as provided by the Producer, Presenter shall be liable for any penalty or liability imposed upon the Producer by Actor's Equity Association and shall be liable as provided for herein for any action brought by Actor's Equity Association or any other party against the Producer for breach of any contract with respect to billing.

12.3 Use of Materials: Presenter agrees to use only those advertising and promotional materials furnished by Producer and said materials will be used only for the purpose of advertising Presenter's engagement of the Production. No alterations, changes, additions to or deletions from such materials, except for local theatre information, may be made without prior written consent of Producer, and Presenter agrees to indemnify and hold Producer harmless from and against any and

all liabilities, claims, losses, causes of action, and expenses (including attorney's fees and disbursements) arising out of any breach of the foregoing undertaking, including, without limitation, any penalties imposed by any union.

12.4 Press Kit: Producer will furnish a complete press kit including production photos and a reasonable number of generic ad slicks and un-imprinted heralds/flyers for the Production in such quantities as the Producer in its sole discretion deems necessary or desirable. Presenter agrees to use only photographs furnished by the Producer. Presenter agrees to imprint, distribute and display properly and use all materials so received without change or alteration. If any changes or alterations or alternate radio, television or print advertisements for the Play are approved by Producer and used by Presenter, such changes or alternates shall become the property of the Producer free of any liens and encumbrances, subject only to the payment of any required talent payments. Presenter agrees to abide by Producer's agreements with corporate sponsors and include Producer's corporate sponsorship logos in advertising as directed by Producer in writing.

12.5 Submission of Ad Buys and Budgets: All advertising campaigns, "buys" and budgets, and marketing, sales and promotional plans must be submitted to Producer's marketing representative no later than sixty days (60 days) prior to the first advertisement for single tickets or eight (8) weeks prior to the single ticket on-sale date, and shall be subject to Producer's prior written approval. Presenter may place no advertising without the Producer's prior written approval.

12.6 Advertising Expenditures for Single Ticket Purchases: Presenter and Producer agree that advertising expenditures shall be for the sole purpose of advertising/promoting the sale of single tickets and that no season or subscription or institutional advertising shall be included in the advertising budget for the Production.

12.7 Documentation of Advertising Expenses: All advertising and promotional costs to be charged in determining Producer's share of Net Adjusted Box Office Receipts shall be fully documented. Invoices from advertising agencies alone will not be sufficient support for an expense to be credited to the Presenter. Newspaper and magazine advertising shall be substantiated by bills from the newspaper or magazine stating dates, lineage and cost of advertisement and by dated tear sheets. Other forms of print advertising shall be supported by bills from printers. TV and Radio advertising shall be substantiated by bills from stations and subsequently by affidavits taken from station logs. All artwork or mechanical charges shall be clearly indicated as such and supported by bills from suppliers of services and materials. All agency commissions shall also be clearly spelled out in agency bills.

12.8 Permitted Ad Agency Charges: All advertising costs are to be based on net costs or "earned rate", and agency commission shall be limited to a maximum of 15%. Presenter agrees to supply Producer, upon request, any and all information relating to advertising costs including but not limited to rates, rebates, discounts, commissions and shared commissions relating to the Production. No commission shall be charged, unless consented to in writing by the Producer, on trade advertising or by any advertising agency of which the Presenter or any officer or substantial stockholder thereof is an owner or officer or has a substantial financial interest. No item that fails to conform with these guidelines, and those set forth in Paragraph 12.7, shall be included in the Presenter's expenses.

12.9 Trade: Any proposed "trade advertising" as said term is used in the industry must be consented to in writing by the Producer, and no commission shall be paid on said advertising. If

trade advertising is consented to, no trade tickets, whether those that are available to the general public or corporate box seats, shall be chargeable as an advertising expense.

12.10 Availability of Press Materials: Presenter will make available to Producer all subscription mailing announcements, press releases, and all advertising schedules upon request by the Producer.

12.11 Use of Commercial: In the event that Producer provides Presenter with a videotape or filmed television commercial of the Production, said commercial shall be used only for the purpose of advertising Presenter's engagement of the Production. No alterations, changes, additions to or deletions from said tape or film may be made in the televising of said tape or film, except for local performance and ticket information, without the prior written consent of Producer. The tape or film shall remain the property of Producer and will be returned to Producer within three (3) days following the final performance of the production herein. Presenter will not broadcast any television or radio commercial which has not been provided by the Producer and will send to the Producer's advertising agency any information requested concerning the use of commercials provided by the Producer. The Presenter will be liable to any aggrieved party for the use of any commercial not provided or approved in writing by the Producer.

12.12 Damages for Breach: Presenter agrees to indemnify Producer from and against any and all claims, costs, damages and expenses (including reasonable attorney's fees and disbursements) made against Producer and/or suffered or incurred by Producer by reason of Presenter's breach of the provisions of Paragraph 12.11.

12.13 Public Appearances: Press requests for appearances and interviews for the performers must be approved by Producer (or Producer's representative) and any payments required for said appearances (including, but not limited to, wardrobe supervisor, prop master, company manager, and stage manager) shall be paid by the Presenter. The actors and company shall be provided, at Presenter's cost, with transportation to and from press and publicity engagements.

12.14 Use of Logo: Producer controls the rights to use its logo, other artwork and any publicity materials developed for the promotion of the Play (including photographs) for the promotion of the sale of tickets to the Play. Producer does not grant the Presenter or any other party the right to use said materials for any purpose other than the promotion of the sale of the tickets to the Play. Presenter will be liable for any action resulting out of said materials under its control being used for any other purpose or for use of any materials not provided by Producer.

12.15 Trademark/Copyright Notices: If requested so to do, the Presenter will affix a trademark or copyright notice at such place or places as is designated by the Producer.

12.16 Timely Compliance: Presenter will duly comply with all advertising and billing requirements as furnished by Producer as same may in writing be timely amended.

### 13. Programs

Producer will furnish Presenter with camera-ready copy for the program to be performed at each performance, and Presenter agrees, at its own expense, to print and to distribute to each audience member free of charge a house program (13 pages plus cover) conforming exactly with the program copy furnished by Producer. Presenter agrees to indemnify and hold Producer harmless from any

costs, damages, expenses (including legal fees and disbursements) resulting from breach of this provision. Presenter agrees that Producer has approval over the inclusion of any artwork and/or photographs in the program which relate to Producer's production, whether provided by Producer or created and/or provided by Presenter. If the cost of the including the camera ready copy provided by Producer exceeds any approved costs agreed to by Producer in the schedule of documented expenses attached hereto, Presenter is not relieved of its responsibility to get approval in writing from Producer for this additional expense prior to Presenter's incurring this expense.

#### 14. Merchandise

Producer shall at all times have the sole and exclusive right to sell or give away souvenir programs, books, magazines, librettos, periodicals, record albums and tapes, clothing and similar merchandise relating to or pertaining to the Production, its title or its logo, and to control programs and to supervise radio and/or television broadcasting or recording and transcription rights and equipment, and other such privileges, and such sales or giveaways shall be permitted prior to and after each performance and during each intermission., and unless otherwise consented to in writing by the Producer. **Please contact Jeremy Perkins at [REDACTED]**

#### 15. Insurance: Liability

15.1 Insurance: Presenter shall during the term hereof purchase and maintain at its sole cost and expense through companies licensed to do business in the state where the performances specified herein take place: policies of Workers Compensation and Employer's Liability Insurance for all persons employed by Presenter (including those employees whose salaries shall be reimbursed by Producer hereunder) and providing statutory and disability benefits as required by state law or union agreement; Public Liability Insurance, (including endorsements for Personal Injury, contractual liability and Broadform Properties Damage) with not less than One Million Dollars (\$1,000,000.00) for combined single limit, Personal Property Insurance covering full replacement value of the personal property of Producer and Producer's employees, whether owned, rented or leased, while in the Theatre specified herein; and property insurance (including Fire and Extended Coverage) for its full replacement cost. Presenter hereby grants a waiver of subrogation to Producer for any claims covered by the aforementioned policies and property insurance required to be purchased and maintained by Presenter shall be endorsed to include as named insured(s) the Producer and its principals, and certificates of insurance of said policies shall be furnished to Producer prior to the first performance specified hereunder. Policies of insurance maintained or secured by Producer in connection with claims arising during the presentation of the Production hereunder shall be excess coverage but not contributing coverage to the policies to be maintained or secured by Presenter. The comprehensive general liability policy shall name the Producer as an additional insured and all policies shall provide that in the event of cancellation, non-renewal or material change the Producer shall be given 30 days prior written notice. Certificates of Insurance shall be forwarded to the Producer prior to the first performance evidencing compliance with all insurance provisions. Producer shall carry equivalent insurance.

15.2 Liability: Producer shall not be liable for injury or damage to persons or property occurring within the Theatre unless caused by or resulting from the sole negligence of Producer, its agents or employees.

15.3 Presenter's Indemnity: Presenter agrees to indemnify, defend and hold Producer harmless from and against any and all liabilities, claims, losses, causes of action, and expenses (including

reasonable attorney's fees and disbursements) arising out of loss, injury or damage to the persons or personal property of audience members, employees of Presenter, Theatre and their agents or other lessees or concessionaires of the Theatre, or incurred or suffered by Producer arising out of any breach of any of Presenter's representations, warranties, undertakings, or agreements herein made and/or arising out of any claim of a third party for breach of contract by reason of any failure of Presenter to duly perform any of its obligations hereunder.

15.4 Producer's Indemnity: Producer agrees to indemnify, defend and hold Presenter harmless from and against any and all liabilities, claims, losses, causes of action, and expenses (including attorney's fees and disbursements) arising out of the sole negligence or willful misconduct of Producer, its representatives and employees.

15.5 Primary Responsibility: For the purpose of Commercial General Liability Insurance and Umbrella Insurance required to be carried pursuant to the provisions hereof, Presenter shall be deemed to be primarily liable for all acts, occurrences, or omissions arising out of or relating to the operation of Theatre premises as distinguished from the presentation of the Production in the Theatre, and the Producer shall be deemed to be primarily liable for all acts, occurrences, or omissions arising out of or relating to the operation of the Production as distinguished from the operation of the Theatre.

16. **Producer's House Seats; Discounted Tickets**

16.1 Producer Holds: Presenter shall hold <sup>10-13~</sup> ~~twelve (12)~~ complimentary seats for each performance herein, all of which shall be in the center orchestra. Two (2) of these tickets shall be held until fifteen (15) minutes prior the start of the performance. The Producer shall return or release the balance of unused tickets no later than one (1) hour prior to the performance.

16.2 Best Available Purchases: Producer will also be entitled to purchase tickets on a best available basis at the lowest publically available price (including subscription pricing) or 50% of the box office price, whichever is lower.

17. **Impossibility of Performance; Force Majeure**

17.1 Events of Force Majeure: In the event that the performance of any of the covenants of this Agreement on the part of Producer or Presenter shall be prevented by act of God, physical disability, the acts or regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, war, fire, national or local calamity, acts of public enemy or terrorism, epidemic, interruption or delay of transportation service, the breach of contract on the part of any third party, the unlawful act of any third party, or any cause beyond the reasonable control of the parties, Producer and Presenter shall be relieved of their obligations hereunder with regard to the performance(s) so prevented and neither the Producer nor the Presenter shall be under any obligation to present performance(s) at any other time.

17.2 Decision to Close Theatre: In the event the Presenter and the Producer jointly decide the Theatre should be closed because of fire, national or local calamity, or any similar "Act of God," neither party shall have any financial claim on the other resulting from losses during the period of closing. If, however, the Theatre is closed due to the negligence or other fault of Presenter (and a strike shall not be deemed a fault of Presenter unless provoked by Presenter), Presenter shall not

be excused from the payments required under the terms of this Agreement, all as though all of the performances provided for herein had been given.

### 17.3 Star Paragraph Intentionally Deleted

## 18. Remedies

If Presenter materially breaches or defaults in the performance of any of its warranties or agreements or undertakings hereunder (a "Default"), then Producer shall have the right to terminate this Agreement and its obligations hereunder:

18.1 Presenter acknowledges that Producer has refused and will refuse profitable offers for other performances of the Production in order to enter into this Agreement and that Producer has incurred and will incur substantial out-of-pocket expenses in connection therewith. Presenter therefore agrees that in the event of default, and Producer's subsequent termination of this Agreement and its obligations hereunder, any and all sums still payable to Producer as Guarantees will be immediately due and payable and will become immediately due and payable, and such sums, together with any sums theretofore paid by Presenter, shall be retained by Producer as liquidated damages (and not as a penalty), and Producer shall have the right to present any letter of Credit furnished it for payment and to use the proceeds therefrom for the payment of said Guarantee. Producer shall have, in addition and not in lieu of those remedies set forth above, the right, if there is a default, to exercise all of its rights and remedies against Presenter at law, singly or cumulatively, at Producer's sole discretion. Nothing herein shall in any manner affect any of Producer's rights set out elsewhere in this Agreement.

18.2 In the event Presenter refuses or neglects to fulfill any of Presenter's obligations hereunder and/or fails to make any of the payments required to be made by Presenter hereunder, Producer shall have the right: (i) not to furnish the Production until said requirements and conditions shall have been duly met, fulfilled and/or complied with; all without relieving Presenter of its obligation to pay all the monies it is required to pay had the Production been presented as scheduled or (ii) if the Producer so elects (which it is not obligated to do), to do what the Presenter shall have failed to do, in which event the Presenter shall reimburse the Producer for all costs and expenses directly or indirectly incurred by it by reason thereof. Payment therefore shall be made by the Presenter promptly after the submission to it of a bill. If said bill is not promptly paid, the Producer shall have the right not to present the Production until the said bill shall have been paid; all without relieving the Presenter from its obligation to pay all monies it is required to pay had the Production been presented as scheduled. Notwithstanding the exercise of such right by Producer, any amounts, theretofore paid to Producer by Presenter shall be retained by Producer, and any sums due under the terms hereof shall immediately become payable to Producer.

18.3 In the event the Presenter shall (i) file a petition in voluntary bankruptcy or requests reorganization under any bankruptcy reorganization or insolvency law, or consents to the filing of any such petition, (ii) make an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due, (iii) consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its properties, (iv) have a petition for involuntary bankruptcy, reorganization, or appointment of a receiver, trustee or liquidator filed against it and such petition shall remain in effect for more than thirty days, or (v) be adjudicated bankrupt, or insolvent or (vi) have all or a substantial part of its property sequestered by court order and such order shall remain in effect for more than thirty days, none of such occurrences



shall affect the right of the Producer to present for payment the Letter of Credit furnished it hereunder or impair or affect its right to refrain from furnishing the Production pursuant to the provision of this agreement in the event of the happening of the contingency therein set forth or to be paid the monies therein provided to be paid to it even if the Production is not so furnished.

19. **Producer's Right to Demand Full Guarantee.**

If on or before the date of any scheduled performance Presenter has failed, neglected, or refused to perform any obligations pursuant to any contract with any other theatrical production or performer for any other engagement or if the financial standing or credit of Presenter has been impaired or is, in the opinion of Producer, unsatisfactory, Producer shall have the right to demand the payment of the guaranteed compensation provided for herein forthwith. If Presenter fails or refuses to make such payment forthwith, Producer shall have the right to cancel this engagement by notice to Presenter to that effect, and in such event Producer shall retain any amounts theretofore paid to Producer by Presenter and the balance of the contract price provided for herein shall immediately become payable in full to Producer.

20. **Notices.**

All correspondence and/or notices to Presenter and Producer hereunder shall be in writing addressed to the parties at the addresses designated above or such other address as may be provided by notice duly given.

21. **Resolution of Disputes.**

This Agreement and the performance thereof shall be construed in accordance with the laws of the State of New York applicable to contracts fully performed therein (and without reference to New York conflict of law statutes), and the parties further agree that the courts of the State of New York, including the federal courts situated in the State of New York, shall have sole and exclusive jurisdiction over the parties hereto and the subject matter hereof, except that Producer shall, in its sole discretion, have the option of enforcing this Agreement in the courts of any other state or country having jurisdiction. In the event Producer brings an action or proceeding to enforce the terms of this Agreement, Presenter shall be responsible for reasonable attorneys' fees and court costs incurred by Producer if Producer is successful in such action or proceeding. Each of the parties hereby consents and submits to the jurisdiction of the State and Federal courts located in the County of New York and consents to the Theatre thereof, waives any claim that its property is exempt from attachment or execution, or that the forum is inconvenient, waives its right to trial by jury, and consents to service of process by registered or certified mail at the address to which notices are to be given and agrees that such service shall be deemed effective as if personal service had been made within New York State, New York County.

In lieu of bringing an action at law or in equity either party hereto may in the alternative submit the claim to final and binding arbitration by a single arbitrator in New York City, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

22. **Audit**

Presenter shall keep and maintain detailed, accurate and complete books and records relating to the sale of all tickets and related deductions therefrom derived from performances of the Production at the Theatre hereunder, advertising expenses, stage labor expenses, and other local documented expenses relating to the Production. Producer's representatives shall have access to all such books and records during regular business hours commencing upon the execution of this Agreement and continuing thereafter for a period of one year after the final performance of the Production hereunder. Presenter's and Theatre's employees shall furnish Producer representatives with all information regarding the sale of tickets for the Production as may be requested. Producer's representatives shall have (i) the right to be present in the Theatre box office for each performance of the Production and (ii) the right to audit and inspect and make copies of the books and records of the Presenter with respect to the Production, and Presenter agrees to cooperate with the Producer's representatives with respect thereto. If any audit discloses an underpayment to Producer of greater than five percent (5%), Presenter will bear all costs associated with such audit.

23. **No Joint Venture**

Producer is entering into this Agreement as an independent contractor and not as an employee, and Producer shall have the exclusive control over the means and method employed in fulfilling its obligations hereunder in all respects and in all details. This Agreement shall not be construed so as to create a partnership or any other kind of joint undertaking or venture between the parties hereto.

24. **Miscellaneous**

24.1 **No Assignment**: This Agreement may not be assigned or transferred by Presenter without the prior written consent of Producer.

24.2 **Integration**: This Agreement, including its Schedules and Riders, represents the full understanding between the parties and supersedes all prior agreements, and neither party shall be bound by modifications of this Agreement unless set forth in a writing signed by the party.

24.3 **No Waiver**: No waiver of any provision of this Agreement shall be binding unless in writing and signed by Producer and Presenter, and no waiver of any breach hereof shall be construed to be a continuing waiver or consent to any subsequent breach hereunder.

24.4 **Binding Nature**: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, executors, administrators, successors and permitted assigns.

24.5 **Savings Clause**: Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law. Should any provision, or portion of any provision, of this Agreement be adjudged invalid or unenforceable for any reason, the validity or enforceability of the remaining provisions or of the other portions of the provision(s) so adjudged shall not be affected thereby, and any provisions or portions thereof which are illegal, invalid, or otherwise unenforceable shall be curtailed and restricted only to the extent necessary to bring them within the legal requirements.

24.6 **Headings**: Paragraph headings are used herein for convenience only and shall not be referred to in the interpretation of this Agreement.

24.7 Pronouns: Use of any gender herein shall be deemed to refer to any other where appropriate from the context.

24.8 Counterparts: This Agreement may be signed in counterparts, all of which taken together shall constitute a binding agreement.

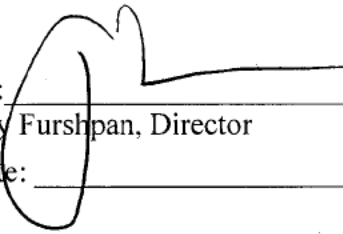
24.9 Execution: This instrument shall not be binding upon the Producer until executed by the Producer and by the Presenter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ACCEPTED AND AGREED:

Presenter:

**CenterArts - Humboldt State University**

By:  \_\_\_\_\_  
Roy Furshpan, Director

Date: \_\_\_\_\_

ACCEPTED AND AGREED:

Producer:

**4 Play 4 Ever, LLC**  


By: \_\_\_\_\_  
Roy Neiderhoffer, Member

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Magid, Member

Date: \_\_\_\_\_

## Schedule A

THE FLYING KARAMAZOV BROTHERS  
ARCATA, CA - VAN DUZER THEATRE  
FRIDAY, MARCH 18, 2016

### SCALING AND PERFORMANCE SCHEDULE

#### Performance Scaling (pending approved comps & kills)

Performance	Section	Singles Price	# of Seats	GP
Friday Evening	1	\$46.00	862	\$ 39,652.00
Total			1	\$ 39,652.00
X		1	perf	\$ 39,652.00

Total Engagement Gross Potential	\$ 39,652.00
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#### Deductions

Convenience Fee \$5.00

#### Discounts

Child \$26.00 ticket  
HSU Students \$10.00 ticket

#### Performance Schedule

Day	Type	Date	Time
Friday	School Matinee	18-Mar-16	9:30 AM
Friday	School Matinee	18-Mar-16	11:00 AM
Friday	Evening	18-Mar-16	7:00 PM
# of Performances			3

\*\* Only the Friday Evening performance is a full-length, public performance.  
The School Matinees are 45 minute bus-in only performances.

# THE FLYING KARAMAZOV BROTHERS

## US TOUR

TECHNICAL RIDER  
as of 4/7/2015

The following technical information is SUBJECT TO CHANGE. This document is provided to allow you to estimate expenses for Muse Arts and Touring to confirm your engagement terms for the THE FLYING KARAMAZOV BROTHERS TOUR.

It is understood and agreed that the requirements delineated below are to be provided by the Presenter at no expense to the Producer. IF YOU ARE UNABLE TO COMPLY WITH ANY OF THE FOLLOWING REQUIREMENTS, PLEASE NOTIFY THE STAGE MANAGER and MUSE ARTS AND TOURING IMMEDIATELY.

### GENERAL INFORMATION

1. The Flying Karamazov Brothers is a non-Yellow Card Attraction.
2. The running time of The Flying Karamazov Brothers is approximately one hundred and five (105) minutes including a (15) minute intermission. Some portions of the program are improvisational and the length of the performance can vary by up to ten (10) minutes.
3. The traveling company consists of four (4) Performers, and one (1) Production Stage Manager.
4. The Stage Manager is responsible for the lighting focus, lighting and audio level setting, rehearsing and calling of the performance(s).
5. The Local Presenter is responsible for providing a house technical director and sufficiently trained crew, lighting equipment, professional sound system, rigging equipment, black masking soft goods and all provisions as herein described.
6. The Local Presenter agrees to provide the Stage Manager with the following data at least two (2) months in advance of the engagement:
  - a. theatre ground plan;
  - b. section drawing;
  - c. dimensional description (including seating arrangement, capacity, labor type, stage floor and condition);
  - d. an updated inventory of operational audio and lighting equipment with a description of the lighting control system;
  - e. and this technical rider returned initialed and signed.

7. Original contract and rider are to be returned to Company's Agent - Muse Arts & Touring. It can be send via PDF to Simma Levine at [simma@museartsandtouring.com](mailto:simma@museartsandtouring.com). If original copies are required, please mail to Simma Levine c/o Muse Arts & Touring, 1650 Broadway - Suite 505, New York, NY 10019,

#### OPTIMAL STAGE REQUIREMENTS

Proscenium Opening:	34'-0" wide by <del>22'-0"</del> high <i>20' High DTS</i>
Stage Depth:	25'-0"
Electrics Trim Height:	24'-0"
Off-stage Wing Space:	12'-0" both stage left and stage right

The stage floor should be painted black, please consult Stage Manager for other stage types.

Should your venue not fit within the above optimal stage requirements (such as non-proscenium theatres) please speak with the Stage Manager. The production requirements of The Flying Karamazov Brothers can most likely be modified to work within your venue with advance planning.

#### LABOR REQUIREMENTS

1. The production does not travel with any crew other than the Stage Manager who will oversee the lighting focus, lighting, audio level setting, rehearsing and calling of the performance(s).
2. It is expected that when a stagehand accepts a job on the running crew said stagehand must remain on the job for the duration of all performances.
3. ANY STAGE HANDS SHOWING UP FOR WORK OR SHOW CALLS SHOWING ANY SIGNS OF DRINKING OR SUBSTANCE ABUSE WILL BE DISMISSED ON THE SPOT.
4. LOAD IN

One (1) - Technical Director  
One (1) - Master Electrician  
One (1) - Audio Engineer  
Two (2) - Stagehands  
One (1) - Wardrobe Master  
Additionally, a sufficient number of deck electricians to conduct lighting focus

Note: This is a required number of crew members provided the stage has been prepared and the Company Light Plot has been hung, circuited and troubleshot prior to the Company's arrival.

5. PERFORMANCE

One (1) - Light Board Operator  
One (1) - Audio Engineer  
One (1) - Wardrobe Master  
Two (2) - Stagehands (Flyman may be required at house discretion to operate main curtain)

Additional crew may be needed according to theatre conditions, time constraints or labor divisions.

Ninety (90) minutes prior to each house opening, the company will warm-up onstage with show crew.

## 6. LOAD OUT

One (1) - Technical Director  
Four (4) - Strong and Active People  
One (1) - Wardrobe

## SCHEDULE

The theatre should be available for the exclusive use of the Company during its residency. Scenery, fixtures or an orchestra shell pertaining to other productions should be stowed away and the theatre cleared prior to the Company's arrival.

The Company will typically load-in the morning of the day of the first performance. A typical schedule is as follows:

9:00 am: Load-in: including scenery, lighting focus, audio set-up, and laundry  
12:00 pm: Lunch Break  
1:00 pm: Focus and level setting continues  
4:30 pm: Mic check  
5:00 pm: Dinner Break  
6:00 pm: Sound Check and Warm-up (Show crew required)  
7:30 pm: Doors Open  
8:00 pm: Curtain  
10:00 pm: End Show/Strike Begins  
10:30 pm: Load-out

The Company requires rehearsal space upon arrival; in the event that they are arriving the day before their scheduled performance date. Please hold the stage from 3pm-7pm unless otherwise specified.

The Company requires at least ninety (90) minutes to warm up on stage with show lighting and to sound check prior to house open before each performance. This includes a call for the master electrician, audio engineer, wardrobe, and (2) stagehands. (i.e. 6:00pm to 7:30pm for an 8:00pm performance or 1:00pm to 2:30pm for a 3:00pm performance).

If the Company should perform a separate program on an additional performance day, an additional five (5) hours for the purpose of technical preparation and rehearsal with technical support may be required on that day.

If television, radio, film or other activities programmed by the Local Presenter should cause a delay in the preparation of the production, the Local Presenter shall be responsible for the time, personnel and costs required to complete the necessary tasks.

## THEATRE PREPARATION

1. The Flying Karamazov Brothers does not use the orchestra pit; the pit should be at house level and seated.
2. The stage must be level and true. If there are stage elevators, traps or other irregular areas in the floor, the presenter must provide materials to create a flush, level stage floor.
3. When using an extended apron or lift, additional overhead stage lighting must be available for that area.

4. The following is a list of basic needs that MUST be completed before the start of load-in:
  - a. Hanging the goods: legs, borders, back drops and prop tables as shown by the Company Ground Plan
  - b. Hanging, cabling, patching and troubleshooting all lighting instruments
  - c. Setting up or installing the sound equipment and the clear-com system
  - d. Clearing out and preparing the wings and backstage prop areas
  - e. Cleaning and/or preparing the dressing rooms
  - f. Clearing the loading dock
5. The Local Presenter agrees to furnish and pay for a high quality grand piano for use onstage to be delivered prior to the company's arrival and tuned the day before load-in and show.

#### MASKING

1. Black velour masking shall be provided according to the Company Ground Plan or Light Plot. Minimum Three (3) sets of legs and borders shall be hung according to the Company Light Plot.
2. A ~~Flat~~ <sup>Fullness</sup> Blackout drop with a Black Scrim approximately three feet downstage of it should be hung approximately 25' upstage of the stage edge. Groundrow lighting will be placed between the two. *DTS*
3. Please hang the soft goods to a 38' opening when possible.
4. The stage must be level and true. If there are stage elevators, traps or other irregular areas in the floor, the presenter must provide materials to create a flush, level stage floor.

#### ELECTRIC DEPARTMENT

1. The Local Presenter agrees to provide the minimum Company lighting requirements as specified by the Company Light Plot. If the Theatre or Local Presenter is unable to meet these requirements, please notify the Stage Manager. Special adaptations, reductions or any abbreviations of the Company Light Plot can be made in consultation with the Stage Manager. THE COMPANY LIGHT PLOT MUST BE HUNG, CIRCUITED, PATCHED AND TROUBLESHOT PRIOR TO LOAD-IN.
2. Instrumentation: The Company light plot typically calls for:
  - Two (2) – Source 4 36° on individual floor bases
  - Eighteen (18) - Source Four 19°
  - Forty-four (44) - Source Four 26°
  - Twenty (20) - Source Four 36°
  - Twenty (20) - Source Four PAR WFL
  - RGB cyc wash from groundrow
  - Twelve (12) - Template holders
  - One (1) Martin Atomix 3000 Strobe light, or similar with DMX control
  - Two (2) MDG Atmosphere HO Hazer

Please consult with Stage Manager for any necessary alterations to Company Light Plot.

3. The presenter must provide a computer controlled lighting console for the performance capable of storing a minimum of 200 cues.
4. The Local Presenter shall provide all gel color media for the lighting and template holders as per the Company Light Plot.

*House Lighting System only DTS*



## SPECIAL EFFECTS

1. A flaming torch(es) is briefly used in this production. The Local Presenter agrees to procure all permits or disposition from local authorities for use of open flame onstage. The cost of any fire marshal, fire watch, etc. required because of said open flame shall be the sole responsibility of the Local Presenter.
2. The Local Presenter agrees to provide ~~two (2)~~ <sup>1 Hazer only DTS</sup> high quality stage hazers with auxiliary fans, one each on SL and SR. The hazers should possess a remote control feature to be operated together off-stage or via DMX through the lighting control.
3. The Local Presenter agrees to provide sufficient haze fluid for the hazers to run approximately fifteen (15) minutes per performance.

## SOUND DEPARTMENT

1. The show will utilize the house sound system in the venue and will NOT travel with any sound equipment. If there is no existing house sound system the presenter must provide one to the standards that meet the shows needs.
2. The house sound system should cover the entire audience seating area and be of good quality equipment from recognized manufacturers. The sound system should be capable of delivering a minimum of 100db +/-3 throughout the house.
3. We must be notified at least 60 days in advance of load-in date if there is not a house sound system in place. A local vendor will have to be engaged then to supply the necessary gear at the sole cost of the presenter.
4. The house dressing room intercom system should be in operating order. It should include a speaker system with connections to send show program to each dressing room and backstage common areas.
5. Any charges to use the house sound system and the house dressing room intercom system, the FOH speaker system, or any other house sound equipment shall be at the sole expense of the presenter.
6. PIANO: The Local Presenter agrees to furnish a high quality grand piano for use onstage to be delivered prior to the company's arrival and tuned the day before the Company's arrival.
7. Upon arrival at the theatre, the Local Presenter shall ensure the following sound equipment is installed, tested and in good working order ready for use:

### a. FRONT OF HOUSE

MIX CONSOLE: (12 inputs, 1 Stereo Main Output, 2 Group Outputs, Aux Send - Pre Fader)

Two (2) High quality CD players equipped with auto-pause or a computer controlled system

### INPUTS

- 7 wireless mic lines
  - 4- vocal mics
  - 1-ukulele
  - 1-guitar
  - 1-under the table mic
- 1-mic line (wired)
- 4-CD lines (stereo)

House  
Sound  
System  
only  
DTS

## OUTPUTS

1 L/R/Stereo Main

1 Aux Sends to Stage Monitors (stereo) - pre fader

### b. STAGE DECK

- i. Wireless Microphones: The Local Presenter agrees to furnish seven (7) wireless microphones of superior, professional quality consisting of transmitters, receivers, and microphone capsules.
- ii. The wireless system should be equipped with small style capsules such as Countryman microphones with shirt clips.
- iii. One of the seven units is reserved as a backup. These units shall be for the sole use of the Company during the engagement. It is up to house discretion where the receivers shall be located and patched into the audio system.
- iv. Seven (7) mic line inputs to main console.
- v. One (1) wired announce mic.

### c. LOUDSPEAKERS

MAIN: Full Range Stereo PA suitable for voice, music and effects

STAGE MONITORS: Two (2) Full Range Stereo wedges suitable for voice, music and effects  
Two (2) placed DS.

### d. CLEAR COM This production requires clear com at the following locations:

- i. lighting console
- ii. audio console
- iii. stage manager
- iv. stage left
- v. stage right

## PROPERTY DEPARTMENT

1. Two (2) six foot (6') prop tables should be placed on both SR and SL. Please include off-stage running lights with on/off or dimmer switches.
2. An empty garbage can is needed next to each prop table.
3. The stage will need to be damp-mopped immediately before the performance. A broom, mop and mop-bucket should be standing by backstage during the show in case they are needed.
4. The performance involves juggling potentially messy items such as eggs and champagne. The Local Presenter will want to cover any seams in the stage decking that the items may potentially seep into and be prepared to thoroughly clean the deck after each performance and during intermission when there is one.
5. Local Presenter must provide two (2) water coolers one for each side of the stage. Bottled water for each performance is also acceptable.
6. Local Presenter shall provide the following Brown Cardboard boxes of the following sizes as set dressing:
  - Twelve (12) - 12"x12"x12"
  - Twelve (12) - 16"x16"x16"
  - Fourteen (14) - 20"x20"x20"
  - Eighteen (18) - 24"x24"x24"
  - Eight (8) - 27"x27"x27"(No printing or writing on the boxes. Do not tape the boxes closed)

7. Local Presenter shall provide the following non- perishable props
  - a. One (1) tall black hard top stool
  - b. Four (4) short [chair height] black stools (may substitute folding or stacking chairs)
  - c. One (1) roll white electrical tape
  
8. The Local Presenter shall provide the following PERISHABLES which will need to be replenished for EACH PERFORMANCE. These items shall be pre- purchased and available to the Company at the time of Load in:
  - One (1) can shaving cream (non-menthol) such as Colgate
  - Eight (8) half-liter bottles of non-carbonated spring water
  - Two (2) rolls of white paper towels, no print
  - Three (3) bottles Andre Champagne – Gold foil (1 normally used per show, other 2 are backups)
  - One (1) McDonald's Big Mac – no sauce (may be bought in advance, even for multiple shows, must be stored in airtight container to preserve moisture)
  - Fifty (50) feet of 3/4" wide Scotch Foam Mounting Tape
  - Three (3) white ping- pong balls (size 38mm)
  - One Dozen eggs in a cardboard carton
  - Twenty Five (25) Pound Block of Dry Ice (must be a block, NOT a slab or chips)
  - One (1) quart Coleman Fuel (White Gas)
  - Additional Brown Cardboard Boxes as follows (destroyed during the performance):
    - Four (4) - 12"x12"x12"
    - One (1) - 16"x16"x16"
    - One (1) - 20"x20"x20"
    - Two (2) - 24"x24"x24"
    - One (1) - 27"x27"x27"
 (No printing or writing on the boxes, please. Do not tape the boxes closed)
  - Two (2) rolls black gaffer's tape
  - One (1) box of salt; approximately 6oz salt used per show

#### WARDROBE DEPARTMENT

1. The Local Presenter agrees to provide the following:
  - a. One (1) Wardrobe Master available for Load In, Performance and Load Out. The Wardrobe Master must be able to speak fluent English and must be able to kneel to make costume changes. It is imperative that the same person work the load-in, load-out, and all performances
  - b. Non-coin operated Washer and Dryer (two of each if available)
  - c. "ALL Free and Clear" Brand Detergent
  - d. Steamer
  - e. Iron
  - f. Ironing Board
  - g. 2 six foot (6') racks (backstage)
  - h. 4 metal folding chairs (backstage)
  
2. The Local Presenter shall be responsible for dry cleaning Company costumes once per week during an extended run. This includes pick-up and delivery, as well as dry cleaning costs.
  
3. The Wardrobe Master shall launder, steam, and press all necessary costumes prior to each performance.
  
4. Light wardrobe maintenance may be required.
  
5. If only a slop sink is available for the wardrobe for hand washing, it must be thoroughly cleaned and designated for use only by the Company during the engagement. It may not be used for floor mops, rags, etc.

HAIR / WIG DEPARTMENT

There is NO Hair Department for The Flying Karamazov Brothers.

MUSICIANS

There is NO Music Department for The Flying Karamazov Brothers.

DRESSING ROOM REQUIREMENTS

The Company consists of four (4) Performers and one (1) Stage Manager.

The Local Presenter shall provide <sup>3-MAN</sup> four (4) secure dressing rooms for the use of the Company only. All dressing rooms must be clean; floors, make-up tables, mirrors, sinks and bathrooms prior to the START of the load-in and maintained daily. These rooms must be heated, well illuminated with burned out bulbs replaced daily. They must have hot and cold running water. Chairs (not stools or benches) are required at each space to be used by performers.   
 → Sinks near not in dressing rooms - 1-

The dressing rooms should be clean, heated, well lighted, equipped with costume racks, tables, chairs and mirrors. Clean toilet and shower facilities should be near and accessible to the Company only.

3 Rooms total backstage

Additionally we will need one (1) secure room for the Stage Manager which shall include one (1) separate, outside unrestricted telephone line with access to long distance. The phone lines should not have call waiting. In addition this room will need to have Two (2) 4ft or 6ft tables and three (3) chairs.

High Speed Wireless Internet and telephone service shall be provided at Local Presenter's sole expense.   
 NO Phone - 1-

The Local Presenter shall solely be responsible for the security of the Company's effects as entrusted to the dressing room area. Keys to all rooms shall be made available to the Stage Manager at time of Load-In.

THE ONSTAGE AND BACKSTAGE TEMPERATURE MUST BE KEPT COMFORTABLE AND HEALTHFUL AT ALL TIMES DURING THE PERFORMANCE. This must be achieved by 2 hours prior to and maintained throughout the performance, with as little air movement as possible on stage. If portable heaters / cooling units are required to achieve this, they shall be obtained at the Local Presenter's expense.

Whenever possible, the Company shall be provided with a rehearsal space for its sole use during its residency. Such space should be lockable and keys should be provided to the Company Stage Manager.

This rehearsal space should be at least 20' x 20', have high ceilings (approximately 17') and be well lit, heated and clean. Ideally, the space should have two (2) six foot (6') tables and six (6) chairs.

SECURITY INFORMATION

We require security personnel for each performance to arrive at the theatre two-hours before each performance and remain at the theatre until the last Company member has departed. We also require that one usher be posted at the sound mixing console when the house is open. The security personnel will receive their instruction from the Stage Manager. Daily doormen, security and access to the stage and backstage area must be provided at all times when a company member is in the building.

## PRESENTER AVAILABILITY

The Presenter or a representative must be available at all times to the Stage Manager from one hour prior to the load-in to the end of the first performance. This person must be able to make decisions on behalf of the Presenter.

## HOUSE MANAGEMENT

The Local Presenter agrees not to open the auditorium to the public prior to the performance without obtaining specific consent from the Stage Manager. Furthermore, seat location viewing and "hospitality" tours of the auditorium are prohibited during the company's focus, cueing and rehearsal times during which the house shall be dark. The Company shall have control of the house level setting at these times.

Immediately following the performance, the performers may go to the front edge of the stage or lobby to talk with interested audience members for up to twenty (20) minutes. The House Manager and ushers should be informed of this possibility and not make any attempt to clear the house until after this informal greeting has ended. (Striking of equipment may commence during this period).

## PRE-SHOW ANNOUNCEMENT

There can be no pre-show announcement made, live or taped, without the express permission of the Stage Manager. The Flying Karamazov Brothers may have a specific pre-show announcement that will be used at every performance.

## CONCESSIONS / MERCHANDISE

The Company regularly sells t-shirts, juggling balls, posters and other small items. The Local Presenter agrees to provide a six (6') foot skirted table in the lobby and additional items to be discussed with the concession manager for use solely by the Company concessionaire.

The Company will retain all gross receipts from concession sales unless otherwise negotiated between the Local Presenter and Company prior to the signing of the attached contract.

Concessions are managed by Jeremy Perkins, Company Manager of The Flying Karamazov Brothers. He can be reached at: [REDACTED]

## TICKETS

The Local Presenter agrees to provide the Company with <sup>10-MJ</sup> ~~twelve (12)~~ complimentary tickets in the center orchestra per performance. Two (2) of these tickets shall be held until fifteen (15) minutes before the start of the performance. The Company shall return or release the balance of unused tickets no later than one (1) hour prior to the performance. The Company will also have the option to buy additional tickets at the lowest publically available price (including subscription prices) or 50% of the box office price, whichever is lower.

## MISCELLANY

**Please email the following information to: Company Manager Jeremy Perkins at**

**Arts and Touring, 1650 Broadway- Suite 505, New York, NY 10019 no later than sixty (60) days before the first performance in your venue:**

1. List of current, local doctors to include general practitioner, ear nose and throat, orthopedist, physical therapist, massage therapist, chiropractor, dentist, podiatrist, acupuncturist and appropriate hospital or medical center for emergency treatment.
2. A list which includes local attractions/services such as restaurants, health clubs, taxi services, bus companies, drug stores and banks.
3. Name(s) and telephone number(s) of theatre personnel including department heads, box office staff, administration, etc.
4. All local union contracts (together with rules for local work conditions) and Tech Packages; including a line plot, ground plan, section and the dressing room layout for your theatre.

Meet & Greet Guidelines - Should local presenters wish to do a private donor or investor meet & greet post show, below are a two options to help it run smoothly:

1. Option one is to have the FKB's greet the general public first before heading to the private greetings. The FKB's enjoy greeting their audience.
2. Option two, if your investors and donors are pressed for time, you may have two of the FKB's greet the general public and the other two can greet the private guests.

## HOSPITALITY

1. The Local Presenter agrees to provide the following hospitality for the Company's consumption only. This hospitality will be set up in an appropriate green room or large dressing room.
2. Please make a regular, full-size refrigerator available for the exclusive use of the Company in which to put the luncheon items.
3. Please make the following items available thirty (30) minutes prior to the Company's load-in time:

Coffee (regular and decaffeinated)  
Hot water for tea  
Assorted Herbal Teas and breakfast tea  
Two (2) large bottles San Pellegrino sparkling water  
Two (2) large bottles of assorted unsweetened fruit juice  
Two (2) 1 gallon jugs of spring water (non-carbonated)  
One (1) quart 2% milk  
Assorted soft drinks  
Fresh whole fruits  
Vegetables with dip  
Peanuts and/or cashews  
Assorted cookies and/ or brownies  
Assorted chips and/ or crackers  
Cups, napkins, plates, silverware etc. (no styrofoam, please)

The following sandwich makings:

- One (1) loaf whole wheat bread
- One (1) dozen assorted bagels
- Two (2) tomatoes
- One (1) onion
- lettuce
- a selection of cheeses including cream cheese
- Lox, tuna salad, cold cuts, etc.
- condiments including mustard, mayo, etc.

4. Before EACH performance, please provide a **HOT MEAL TO FEED 5 PEOPLE CONSISTING OF THE FOLLOWING** three (3) hours prior to the scheduled house opening:

- A green salad with dressing on the side
- Rolls or French Bread & butter
- Fresh cooked vegetables
- Brown and wild rice, baked potato, or roasted new potatoes
- A hot entree consisting of two (2) meat or chicken dishes, and two (2) fish dishes  
(Please avoid serving pork or shellfish.)
- Dessert
- Beverages

**Please discuss the menu for the Hot Meal with the Production Stage Manager in advance of the date. There are varying dietary and allergy constraints within the company.**

#### TRANSPORTATION

1. The Local Presenter agrees to provide local ground transportation for the Company to and from the airport, to and from the hotel and to and from the local venue. Hotel or Airport shuttles are not an acceptable form of ground transportation. Additionally, a cargo van or other vehicle free of seats shall be required to transport the Company stage equipment from the airport to the local venue and return. Local Presenter may offer to reimburse Company for rental cars/ vans in lieu of providing said ground transportation.
2. Local Presenter agrees to pay three hundred dollars (\$300.00) for prop cartage (flown baggage). The Stage Manager will arrange for the shipping in consultation with the Local Presenter in order to ensure the safe and timely arrival of the equipment.

TOUR PERSONNEL

FKB  
Artistic Director  
& Founder: Paul Magid  
[Redacted]  
Ph: (917)754-2191

4Play 4Ever LLC  
Associate Producer:  
(financial inquiries) Scott Perrin  
[Redacted]

Stage Manager:  
(Technical inquiries) Rebecca Van De Vanter  
[Redacted]

Company Manager:  
(Logistic/travel inquiries,  
Press/Interview requests) Jeremy Perkins  
[Redacted]  
c/o Muse Arts and Touring  
1650 Broadway- Suite 505  
New York, NY 10019  
[Redacted]

Booking Agent: Simma Levine  
[Redacted]  
Muse Arts and Touring  
1650 Broadway- Suite 505  
New York, NY 10019  
[Redacted]  
Fax: (212)203-9024

If there is any further information you require, or if you anticipate any difficulty in meeting the needs as stated above, please contact the Stage Manager, as soon as possible.

AGREED TO AND ACCEPTED:

PRESENTER

[Handwritten signature]  
\_\_\_\_\_  
Presenter

PRODUCER

\_\_\_\_\_  
Roy Niederhoffer, Member  
4 Play 4 Ever LLC

\_\_\_\_\_  
Paul Magid, Member  
4 Play 4 Ever LLC



**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

\_\_\_\_\_  
For CenterArts

\_\_\_\_\_  
Tax ID/Social Security #

  
\_\_\_\_\_  
For University Center

Updated: April, 2009