

p. 703.516.4000
f. 703.516.4819

3030 Clarendon Boulevard
7th Floor
Arlington, VA 22201

Fed ID # [REDACTED]



Date: April 9, 2015
Contract No: 1-3CNWL
Associate: Sean Lawton
E-Mail:
slawton@keplerspeakers.com

AGREEMENT

This Agreement, made and entered into this date, by and between Keppler Associates, Inc. ("Associates") and Center Arts ("Sponsor").

SPEAKER: Garrison Keillor
DATE OF EVENT: Wednesday, February 17, 2016
TITLE OR TOPIC: "An Evening with Garrison Keillor"
EVENT LOCATION: Van Duzer Theatre
Arcata, CA

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT KRW

EVENT SCHEDULE:
8:00 PM Presentation
Book signing to follow

IN-HOUSE SOUND, LIGHTS & PRODUCTION KRW
ALL PAYMENTS BY UNIVERSITY CHECK KRW

For and in consideration of US \$40,000 inclusive of all expenses to be paid by Sponsor. Keppler Associates, Inc. hereby agrees on behalf of Speaker to provide the services of Speaker for the Sponsor at the above-specified time and place.

Sponsor agrees to return this Agreement on or before *Thursday, April 23, 2015*. The balance due of \$40,000.00 is to be received by this office on or before *Friday, February 19, 2016*. Any amount not paid by the above mentioned dates will accrue a finance charge of 1 1/2% per month.

The terms of this Agreement are fully set forth above, and in the "Speaker's Hospitality Requirements," "Speaker's Technical Requirements," (or applicable rider) and "Additional Conditions of this Agreement" below. No additional appearances, seminars, discussion groups, receptions, dinners, press interviews, TV or radio arrangements, etc. shall be planned by the Sponsor nor expected of the Speaker, unless expressly contained as a part of the terms of this Agreement. The honorarium above is understood to be for the lecture program only; any other activities are to be treated independently unless contained in the Agreement.

Speaker's Hospitality Requirements:

- 1. Professional car service upon arrival and departure from airport, to hotel, and event site and back. Please meet Speaker at Baggage Claim Carousel with the Speaker's last name on a sign. - In house service - MJA
- 2. Non-smoking hotel room with a king bed. - Red Lion in Eureka - MJA KRW

PLEASE INITIAL [Signature]

Speaker's Technical Requirements:

- 1. A Shure Beta 58 or KSM9 microphone on a stand, in a clip so that it can be removed, a high stool, and a glass of water.
- 2. He does not require a lectern or podium.
- 3. Speaker prefers that no introduction be used. If one is provided regardless of this preference, he asks that it be extremely brief and non-laudatory.

PLEASE INITIAL [Signature]

WITH THE EXCEPTION OF THE CALIFORNIA FRANCHISE TAX BOARD WITHHOLDING AS REQUIRED BY LAW KRW

ADDITIONAL CONDITIONS OF THIS AGREEMENT

1) The Sponsor agrees to furnish a suitable place for the lecture or performance, properly lighted, heated and/or cooled, with an adequate public address system. ~~The Sponsor further agrees to pay any and all state and local taxes and fees,~~ to obtain all necessary licenses and insurance for the Speaker and/or his/her party. No lecture or performance is to be broadcast, recorded, video taped or otherwise reproduced without the express written consent of Associates or Speaker. Sponsor agrees that the Speaker is Associates' principal, and that Associates shall not be responsible in any way for the Speaker's acts, omissions, statements, or any commitment made by the Speaker.

2) This Agreement is binding on both parties and cannot be cancelled except as hereinafter provided. Associates and Sponsor mutually agree that either party may cancel this Agreement and that all parties shall be released from any and all liability or damages hereunder

if Associates, the Speaker or the Sponsor is unable to fulfill the terms of this Agreement due to an act of God, illness or physical disability of the Speaker, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, flood, fire, interruption or delay of transportation, or any other cause beyond the control of the parties. If, for any reason, the Speaker is delayed or cannot appear, Associates will use its best efforts to notify the Sponsor, to arrange a mutually agreeable change of date and/or a substitute speaker of the Sponsor's choosing, or, if necessary and desired by the Sponsor, Associates will agree to the cancellation of this Agreement. Sponsor and Associates further agree that, should the Speaker be unable to appear as scheduled due to illness, unforeseen emergency, or overriding professional commitments, Associates will have no liability for expenses or losses incurred by the Sponsor, and that Associates will refund any deposits it has received from the Sponsor. In the event that the Speaker is unavoidably delayed, but arrives and presents his/her program in full as directed by the Sponsor, the engagement will be considered to have been completed as agreed, and all fees, honoraria, and other charges shall be due in full unless otherwise agreed to, in writing, by Associates or the Speaker.

3) Except for cancellation for reasons outlined in the preceding paragraph, it is agreed that any deposit paid is nonrefundable in the event of cancellation by the Sponsor. If any unauthorized cancellation by the Sponsor is made more than 90 days prior to the date of the program, Sponsor shall be responsible for one half of the consideration to be paid by the Sponsor hereunder, with the amount of any deposit to be credited against such amount. If any cancellation by Sponsor is made less than 90 days prior to the date of the program, Sponsor shall be responsible for the entire consideration to be paid by the Sponsor hereunder, with the amount of any deposit to be credited against such amount. Sponsor agrees that the foregoing represents a fair and equitable measurement of the damages for which Sponsor shall be responsible.

4) Please do not publicize this program until you have received your copy of this Agreement. Please sign and return all copies for countersignature by the date specified along with any required deposit. An executed Agreement will be mailed to you promptly. Associates reserves the right to declare this Agreement null and void if the required deposit is not received as provided.

5) Please be sure all information is accurate before signing and returning to us. No alterations or additions to this Agreement may be made without our written approval.

6) This agreement shall be governed in accordance with the laws of the Commonwealth of California.

7) Any controversy or dispute relating to or arising under this Agreement shall be resolved by arbitration in accordance with the rules then existing of the American Arbitration Association. Any arbitration hereunder shall be before at least three arbitrators (all of whom shall be chosen by the American Arbitration Association), and the award of at least a majority of them shall be final, and judgment upon the award rendered may be entered in any state, federal or other court having jurisdiction. The prevailing party shall be entitled to reimbursement from the other party for all costs and expenses (including reasonable legal fees) incurred by the prevailing party in connection with such controversy or dispute.

Geographic exclusivity for a period of 90 days before and 30 days after event date within a 50 mile radius of venue for events exclusively coordinated by Keppler Speakers/Keppler On Stage. This does not apply to symphony narrations, Prairie Home Companion broadcasts, book signing events, or other such events involving Garrison Keillor that are beyond the control of Keppler Speakers/Keppler On Stage*

The representative of the Sponsor, in signing this Agreement, warrants that (s)he signs as the duly authorized representative of the Sponsor.

SPONSOR: Center Arts
CONTACT: Mr. Roy Furshpan
ADDRESS: Humboldt State University, 1 Harpst Street
Arcata, CA 95521

PHONE: (707) 826-4411
FAX: (707) 826-5980
E-MAIL: rmf7001@humboldt.edu

SIGNATURE: _____
TITLE: Director
FOR: Center Arts
DATE: _____

SIGNATURE: Katherine Rae' Woods
TITLE: _____
FOR: Keppler Associates, Inc.
DATE: _____

Contract No: I-3CNWL

**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.

KRW 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.

KRW 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.

Katherine Rae' Woods

For Artist

Tax ID/Social Security #



For CenterArts



For University Center

Updated: April, 2009