

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

Entourage Talent Associates, Ltd.

ANY PERCENTAGE PAYMENTS MADE BY UNIVERSITY CHECK MAILED FOLLOWING BUSINESS DAY _____

236 West 27th Street New York NY 10001
212.633.2600 Fax 212.633.1818

Agreement made this 27 day of February, 2015

Offer Sheet Control #23282

between **Jaba, Inc. f/s/o Joan Armatrading** (hereinafter referred to as "ARTIST")

and **CenterArts by Roy Furshpan, Director** (hereinafter referred to as "PURCHASER") **IN-HOUSE SOUND, LIGHTS & PRODUCTION**

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the ARTIST and the ARTIST hereby agrees to perform the engagement hereinafter provided, upon all of the terms and conditions herein set forth, including those hereof entitled "Additional Terms and Conditions"

1. Dates of Engagement: **Tuesday, October 20, 2015**

Buyer(s): **Roy Furshpan**

2. Place of Engagement: **Van Duzer Theatre**

Local Contact: **Roy Furshpan**
707-826-4411
roy.furshpan@humbolt.edu

Exact Address: **Humbolt State University**
Arcata, CA 95521

Technical Contact: **Dan Stockwell**
707-496-8031
daniel.stockwell@humbolt.edu

3. Show Length: **One (1) minimum 75-90 minute set inclusive of encore(s), if applicable, with no intermission.**

BackstageHall: **707.826.3928**

4. Sound check per tour manager.

Doors Open: **7:30 PM** On Stage: **8:05 PM**

Showtime: **8:00 PM** Curfew: **12:00 AM**

5. Full Price Agreed Upon: **\$20,000.00* guaranteed plus 85% of the Gross Box Office Receipts in excess of approximately \$33,266.25. Additionally, Purchaser to provide and pay for (as show costs): catering and hospitality, sound and lighting and production; ALL the foregoing as per and to comply with Artist's specifications, Artist's Rider, and/or Artist's Representative.**

ALL MONIES IN US DOLLARS EXCEPT WHERE INDICATED.

*Artist fee is subject to 7% California State Withholding Tax **ALL PAYMENTS BY UNIVERSITY CHECK**

All payments shall be paid by ~~certified check, money order, bank draft, bank wire transfer or cash~~ as follows:

(a) **\$10,000.00** as a non-refundable deposit, shall be paid by PURCHASER to and in the name of ARTIST'S agent **ENTOURAGE TALENT ASSOCIATES, LTD.**, for the ARTIST to be received not later than: **FRIDAY, JUNE 19, 2015 (FOR CWA/RS PURPOSES) ALONG WITH SIGNED CONTRACT AND ARTIST'S RIDER.**

\$20,000 (b) **\$10,000.00** shall be paid by PURCHASER to ARTIST and received not later than: **PRIOR TO PERFORMANCE, EVENING OF ENGAGEMENT, IN CASH OR CERTIFIED CHECK ONLY PER TOUR MGR.**

(c) Additional payments, if any, shall be paid by PURCHASER to ARTIST and received not later than: **IMMEDIATELY FOLLOWING CONCLUSION OF PERFORMANCE ON EVENING OF ENGAGEMENT, IN CASH ONLY.** *University check. next business day - mjm*

PURCHASER shall first apply any and all receipts derived from the engagement herein to the payments required hereunder.

All payments shall be made in full without any deductions whatsoever.

Gross Potential: ** \$44,660.00

6. Scale of Admission (capacity): **812**
812 @ \$55.00** general public / \$10.00 students
**Season discounts of 10-30% will apply
15 Artist Comps
ALL AGES ADMITTED

Average Ticket Price: Tax Rate % \$0.00
** \$55.00
\$56.00

Net Potential: ** \$44,660.00

7. Billing: **100% Sole Star and Artist to perform entire show.** "JOAN ARMATRADING" (SEE ADDENDUM "A" FOR EXACT BILLING)***

8. Other Acts: **None. Artist to perform the entire show.**

9. PURCHASER to provide and PURCHASER to pay for sound and lights to meet with ARTIST'S specifications.

10. Should inclement weather render performance impossible or not feasible, ARTIST shall nevertheless be paid full compensation as provided herein.

11. Merchandising Artist to retain 80% of the Gross Revenues (less applicable taxes, if any) derived from the sale of all Artist's merchandise. Venue to sell.

12. This contract is subject to the clearance and approval of the Departments of Labor, Immigration and Naturalization.

***13. PLEASE SEE ADDENDUM "A" FOR ADDITIONAL TERMS AND CONDITIONS.

UNIVERSITY CANNOT PAY DEPOSITS

(Purchaser) **CenterArts**
By: **Roy Furshpan, Director**

(Artist) **Jaba, Inc. f/s/o Joan Armatrading**

By: _____
Humbolt State University
Arcata, CA 95521

By: _____
Return all signed copies to agent:
c/o ENTOURAGE TALENT ASSOCIATES, LTD.

TEL: 707-826-4411
FAX: 707-826-5980

ISSUING AGENT: **Nathaniel Marro / DT**

The above signatures confirm that the parties have read and approve each and all of the "Additional Terms and Conditions" set forth on the reverse side hereof. ARTIST'S rider attached hereto is herewith made part of this contract.

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

ADDITIONAL TERMS AND CONDITIONS

The parties hereto acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:

1-PURCHASER agrees to furnish, as a cost of the show, all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by ARTIST, at rehearsal therefore, including a suitable theatre, hall or auditorium, well-heated, lighted, clean and in good order, stage curtains, properly tuned grand piano(s) if required, industry standard, state of the art public address and lighting systems, in perfect working condition including microphone(s) in number and quality required by ARTIST and comfortable, lighted dressing rooms; all stagehands, stage carpenters, electricians, electrical operators and any other labor as shall be necessary and/or required by any national or local union(s) to take in, hang, work and take out the entertainment presentation (including musical performing rights licenses); special police, ushers, ticket sellers for advance or single sales (wherever sales take place), ticket takers; appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary expenses in connection therewith. PURCHASER agrees to pay all amusement taxes. PURCHASER agrees to comply with all regulations and requirements of any national or local union(s) for and in connection with this engagement and rehearsals therefore; ARTIST shall have the right to name the local music contractor and to approve the choice of musicians hired locally.

2-ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, included, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel. ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar beyond ARTIST'S control.

3-PURCHASER shall not have the right to broadcast or televise, photograph or otherwise reproduce the performances hereunder, or any part thereof. PURCHASER shall not have the right to assign this agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that ARTIST shall be liable to whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof, or otherwise. The person executing this agreement on PURCHASER'S behalf warrants this authority to do so, and such person hereby personally assumes liability for the payment of said price in full.

4-PURCHASER agrees that the ARTIST shall receive top billing in 100% type in all advertising and publicity issued by or under the control of the PURCHASER in regard to the engagement hereunder, (unless otherwise instructed in this agreement).

5-PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of ARTIST. Free admissions, if any, (except for local press) shall be subject to ARTIST'S prior written approval. In the event that payment to ARTIST shall be based in whole or part on receipts of the performance(s) hereunder: (a) the scale of ticket prices must be submitted to and approved by ARTIST in writing before tickets are ordered or placed on sale; (b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each such performance within two hours following such performance; and (c) ARTIST shall have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from box office records of PURCHASER relating to gross receipts of this engagement only.

6-If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. In the event that PURCHASER does not perform fully all of its obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder and in any event PURCHASER shall be liable to ARTIST for damages in addition to the compensation provided herein.

7-ARTIST shall not be obligated to furnish the performance services which are the subject of this agreement if ARTIST is unable to perform or is prevented from performing and where such inability to perform, or interference with performance, is due to or prevented by sickness, injury, transportation cancellations or delays, accident, Act of God, war, riots, terrorism, strikes, labor difficulties, black-outs, epidemics, acts or orders of a public authority or any similar or dissimilar cause which is beyond ARTIST'S control, all of which are collectively referred to herein as "Force Majeure Events". Force Majeure Events shall include but not be limited to ARTIST'S good faith determination that travel would impose a threat to safety or well-being of ARTIST or ARTIST'S staff, crew and other participants or the ability of ARTIST, ARTIST'S staff, crew or other participants to obtain passage back to their home from the venue. In the event that a Force Majeure Event causes a cancellation or delay of scheduled performance, ARTIST shall have no liability for any losses, expenses, damages or costs of PURCHASER, no matter what their cause or nature and whether known or unknown. Provided that ARTIST is ready, willing and able to perform, PURCHASER agrees to compensate ARTIST in accordance with the terms hereof regardless of the occurrence of a Force Majeure Event.

8-This constitutes the sole, complete and binding agreement between the parties hereto. ENTOURAGE TALENT ASSOCIATES, LTD. acts only as agent for the ARTIST and assumes no liability hereunder.

9-ARTIST shall have the sole and exclusive right, but not the obligation, to sell souvenir programs and other souvenir items including phonograph records in connection with, and at, the performance(s) hereunder and the receipts thereof shall belong exclusively to ARTIST.

10-This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to contracts made and wholly performed within the State of New York. In the event of any dispute or claim arising out of or related to this agreement or the breach hereof, you and we shall submit to the jurisdiction of the Federal and State courts located in the State of New York, County of New York, which shall be the sole forum in which the dispute or claim shall be heard.

11-This Agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild, or similar body having jurisdiction over the performances hereunder, or any element thereof and wherever or whenever there is any conflict between any provisions of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict.

Purchaser's Initials: _____

ADDENDUM "A"

Offer Sheet Control #23282

Addendum "A" is hereby made part of the contract dated **February 27, 2015**
by and between **Jaba, Inc. f/s/o Joan Armatrading**(Artist) and
CenterArts by Roy Furshpan, Director (Purchaser)

for their appearance on **Tuesday, October 20, 2015**
at **Van Duzer Theatre, Arcata, CA**

1. The PROPER Artist name for ALL promotion, advertising, press releases, etc. is:

"A Very Special SOLO Evening With" (75%)
"Joan Armatrading" (100%)

2. Purchaser to use Artist-approved and/or supplied photos and Ad Mats ONLY in any and all print advertising and/promotion, as Purchaser has been pre-advised. Photos and Ad Mats can be found at:
<http://www.entouragetalent.com/artist/joan-armatrading/>

3. PURCHASER shall not have the right to record, broadcast, televise, upload or otherwise reproduce any portion of Artist's performance, rehearsal or soundcheck, etc. (without the specific prior written consent of the ARTIST, in advance of the performance date). Any requests for recording shall be made by and as, a separate request and shall be negotiated as a separate and unrelated agreement to the live performance agreement.

4. CANCELLATION - In the event that the engagement is postponed or canceled by the Purchaser, or for any reason beyond the control of the Artist, and the Artist agrees to perform a rescheduled date(s), the Purchaser shall be responsible for the payment of any and all out-of-pocket expenses incurred by the Artist as a result thereof, in addition to the payment of the full guarantee as contracted herein.

5. This contract is subject to the clearance and approval of the Departments of Labor, Immigration and Naturalization.

Agreed and Accepted

(Purchaser) **CenterArts**

By: **Roy Furshpan, Director**

By: 

Agreed and Accepted

(Artist) **Jaba, Inc.**
f/s/o Joan Armatrading

By: 

JOAN ARMATRADING DRESSING ROOM UK 2014

Page 1 FOR LOAD IN @ NOON

Production / crew room

24 x Water – 500ml screw cap

4 Bananas'

3 Apples

Plate of assorted Ham & Cheese, Chicken & salad, Ham & mustard, vegetarian etc Sandwiches for 6 people

1 x bottle red wine

JOAN ARMATRADING

← we cannot provide a key

A Lockable room with ~~key in door~~ for artist load in please.

Power source and access to Internet – (wifi code printed and pinned to wall)

1 x table

2 x chairs, 1 sofa Comfortable seating (upholstered)

1 x Full Length Mirror

1 x Trashcan

If there is only Fluorescent ceiling lighting, multiple lamps are a healthy alternative.

An Ironing Board and Iron.

2 x Hand Towels

1 x Bath Towel

Coat Hangers

One vase arrangement of **fresh cut flowers**

250g Organic peeled cooked Prawns – MONDAY, WEDNESDAY, FRIDAY, SUNDAY

Smoked Salmon in packet – TUESDAY, THURSDAY, SATURDAY

1 large (450g), Bio Live - Plain Yoghurt (low fat if not normal Greek as alternative)

PRODUCTION MANAGER – Stewart Grant

1



JOAN ARMATRADING DRESSING ROOM UK 2014

1 liter of Fresh 100% Pineapple Juice – **Not Concentrate**
1 x pack of sliced or cubed Fresh Mango
1 x pack of Blueberries
6 x Fresh Fruit selection, one each (mangos, kiwi, seedless grapes, bananas)
Vegetable Platter for 2 + Hummus and dip, more **veggies than dips!!**
Stuff like fresh cauliflower, broccoli, carrots, yellow or red peppers

Small Packet of Cracked Pepper or plain Rivita cracker
Honey
4 x Lemons (whole)

Adequate paring knife

Teaspoons
8 x 500ml (4 liter's) still spring water (room temperature)

1 bottle of Good quality white wine Chardonnay - (CHECK WITH PRODUCTION
MANAGER OR TOUR MANAGER WHETHER REQUIRED)

All necessary utensils, napkins, cups, glasses and condiments
Plates and Bowls etc.

1 X Water Kettle

Miss Armatrading Is Vegetarian but does eat Seafood, Salmon and Lobster.
Please ensure Miss Armatrading has a Meal prepared for at 3.30

Aftershow food for Joan is required to be a Grilled white fish fillet (prefably Sea bass) Salmon fillet is the preferred substitute. No sauce. One side dish contains steamed vegetables. Please confirm this with Tour manager. [REDACTED]

PRODUCTION MANAGER – Stewart Grant
[REDACTED]
[REDACTED]

JOAN ARMATRADING DRESSING ROOM UK 2014

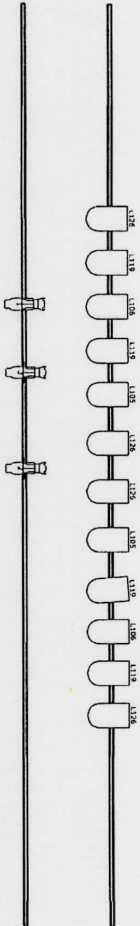
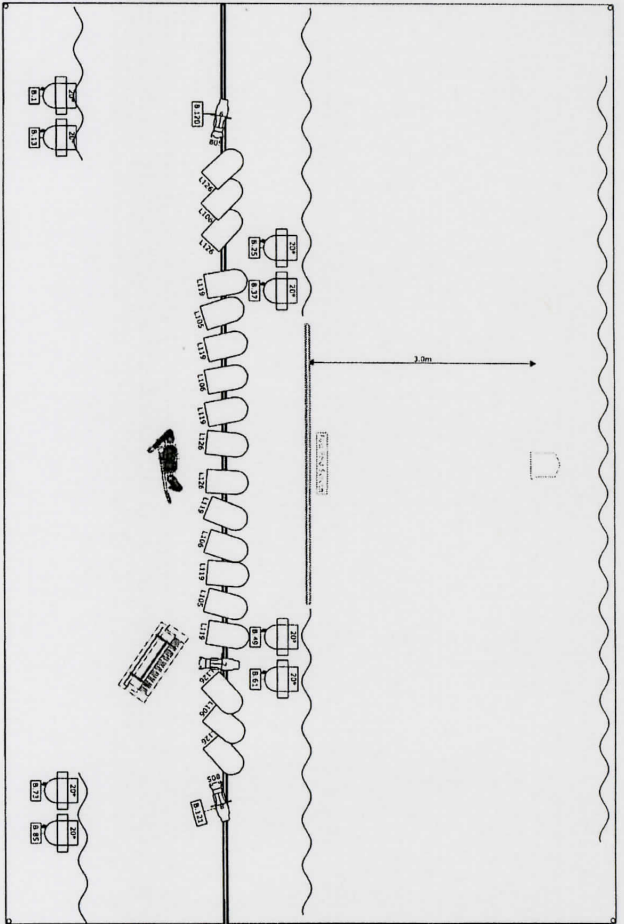
Please have Joan's Room set up for 3:00pm

A Hot Meal for 6 People at 6.00. If these are not options then a Buy out of \$30 per person. Thank you.

3/12/15 Last Updated

PRODUCTION MANAGER – Stewart Grant





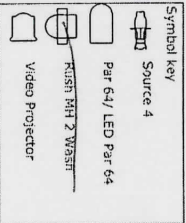
** House lighting*

at Hunterly

ONLY

PTS

NOTES
 Source 4 1 Stage Right pickup
 Source 4 2 Centre Vocal
 Source 4s 3 6, 7 Keyboard
 Source 4s 4, 5, 6 8 QW Breakup Gobos



| | | | |
|---------------------|--|------------------|--|
| Project | | Joan Armatrading | |
| Production | | Various | |
| Year | | 2015 | |
| Production | | ARMATOURING | |
| Production | | M Rodwell | |
| Production | | V7 | |
| Production | | JA ALTERNAT | |
| DO NOT SCALE | | | |

JOAN ARMATRADING 2014/15

We look forward to our visit to your venue. Please take the time to read this simple document to ensure we all have a pleasant working experience and deliver the best show possible in your venue.

Dressing Room Rider and LX plot will be sent separately.

Load In

Load in will be at 12 noon requiring 2 crew to assist. (2 crew will also be required for Load out)
 Parking for 1 sleeper Bus 45' with trailer, and 1 x Artist Bus will also be required. The Buses when parked cannot be moved.

Parking for one bus without a trailer at the venue - 11

~~There will be a support act (varying as per venue) who may also require parking where possible. No~~

~~The venue must provide Sound and Lighting engineers for the support act sound check and show.~~

NB Sound to be mixed from venue in house desk. (see below for details)

Please read our sound and lighting requirements as we will expect the venue to be prepared in accordance to our needs.

Front of House

Speaker system

System should be capable of providing 100dbA SPL of clear undistorted sound to the center of the audience (mix position).

Preferred system would be a D&B or L-Acoustic line array for main system complimented by smaller compatible D&B or L-Acoustic in/out fills. If these options are not available something of *COMPARABLE* quality is acceptable.

← House System ONLY D&B

We will require direct input from our control system into the venue processing or amplifiers. There must be adequate zoning to allow proper level/delay/eq calibration when required across the auditorium.

F.O.H console

We will be touring with our own control package consisting of a Midas Pro2c digital console, a 251 i/o rack (situated stage right) and a small 4u f.o.h rack. Front of house audio will require a 2m x 1m table/lite-deck. We will also be carrying all our own mics, di boxes and most cabling. We will require 5 tall black mic stands and a few xlr mic cables (4-6).

Fills

Joan Armatrading uses an in-ear monitoring system, **there are no amplifiers or monitors on stage.**

The PA fill system must be capable of **FULL RANGE** reproduction down to 80hz (sub not required) and be comparable with the main system.

If on the day of the event we do not feel satisfied with the fill system we **WILL** have to find an alternative solution so please make sure we get it right first time!

2 separate zones of in-fill must be provided for all but the narrowest of stages. If out-fill is required this must be in addition to the in-fill zones.

NOTES

Our audio equipment is for the sole use of Ms. Armatrading.

~~Support acts must be catered for with the house system and venue operators! No support - Ms.~~

JOAN ARMATRADING 2014/15

Lighting requirements

In House Lighting Requirements

The show is very simple lighting wise.

The venue is required to provide the following:

2 (Two) x Follow Spots

8 (Eight) x Source 4 19° profiles (or equivalent) Specials.

1. Open White (Stage Right)
2. Open White (Keys Off Centre Stage Left)
3. Open White (Centre Vocal)
4. GOBO (Breakup) Stage Wash
5. GOBO (Breakup) Stage Wash
6. GOBO (Breakup) Stage Wash
7. Open White (Backlight Keys Off Centre Stage Left)
8. GOBO (Breakup) Stage Wash

4 (four) colour wash across the whole of the stage.

The requirements for the lighting colours are semi-flexible and the closest to the following is required;

1. Primary Red (L106)
2. Dark Blue (L119)
3. Orange (L105)
4. Mauve (L126)

4 (four) colour wash (colours as above) from FOH.

8 (eight) floor cans (4 x Dark Blue L119, 4 x Mauve L126 – used to uplight House Masking Legs)

Use of house hazer at no extra cost to production.

The following are not essential to the show but would be a useful addition if available within the venue-
In house moving lights.

TOURING LX/AV – POWER

WHEREVER POSSIBLE LX FOH position should be next to the sound Mixing position in the Auditorium.

NOT IN LIGHTING BOOTH

We are touring our own Lighting Desk, **Floor standing** Fast Fold Screen (3.8m x 2.9m), Projector (a depth of 3m behind the screen is required for rear projection).

PLEASE NOTE WE ARE REAR PROJECTING ONLY

We are carrying our own Fibre Optic Multi (150m) from the Projector to the FOH position but will need power to both the projector and FOH Lighting Position (2 x 13a at projector, 1 x 13a at FOH), also a DMX feed at the FOH position to tie into the House Dimmers.

1 x Table 3' x 2' at FOH Position for Lighting Desk.

4 (four) x Comms / head sets, 1 at FOH, 2 at follow spot positions and 1 at stage.

Exact position of the Projector and Screen will be determined on load in (to take into account sightline issues).

Please contact us if you have any queries.

Stewart Grant Pre Production Email

Owain Richards : FoH email

JOAN ARMATRADING 2015

Lighting requirements

Page one of Two

In House Lighting Requirements

THE ATTACHED LIGHTING PLOT IS FOR GUIDANCE ONLY
DO NOT SCALE

The show is very simple lighting wise.

The venue is required to provide the following:

2 (Two) x Follow Spots (INCLUDING OPERATORS)

8 (Eight) x Source 4 19° profiles (or equivalent) Specials.

1. Open White (Stage Right)
2. Open White (Keys Off Centre Stage Left)
3. Open White (Centre Vocal)
4. GOBO (Breakup) Stage Wash
5. GOBO (Breakup) Stage Wash
6. GOBO (Breakup) Stage Wash
7. Open White (Backlight Keys Off Centre Stage Left)
8. GOBO (Breakup) Stage Wash

4 (four) colour wash across the whole of the stage.

The requirements for the lighting colours are semi-flexible and the closest to the following is required;

1. Primary Red (L106)
2. Dark Blue (L119)
3. Orange (L105)
4. Mauve (L126)

4 (four) colour wash (colours as above) from FOH.

Colour wash can either be par cans/intelligent lighting or a combination.

Use of House Hazer at no extra cost to production.

WE ARE TOURING OUR OWN FLOOR PACKAGE (8X MARTIN RUSH MH2) ALTHOUGH WE HAVE CABLES TO CONNECT THE PACKAGE TOGETHER WE REQUIRE 2X POWER FEEDS AND A DMX FEED FROM THE HOUSE TO CONNECT TO OUR DESK.

TOURING LX/AV – POWER

WHEREVER POSSIBLE LX FOH position should be next to the sound Mixing position in the Auditorium. **NOT IN LIGHTING BOOTH**

PLEASE NOTE WE ARE REAR PROJECTING ONLY

We are carrying our own Fast Fold Floor Standing Screen (3.9mx2.8m), Fibre Optic Multi (150m) from the Projector to the FOH position but will need power to both the projector and FOH Lighting Position (2 x at projector, 1 x at FOH), also a DMX feed(s) at the FOH position to tie into the House Dimmers and our floor package.

1 x Table 3' x 2' at FOH Position for Lighting Desk and Media Server.
3 (three)x Comms/headsets 1 at FOH, 2 at followspot positions.

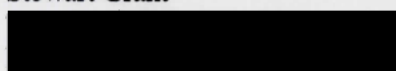
Exact position of the Projector and Screen will be determined on load in (to take into account space and sightline issues).

Please advise of any problems with the above.

LD
Martin Rodwell



Pre Production Manager
Stewart Grant



**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 ¹⁵⁻¹⁵⁰ complimentary tickets to the performance(s) described hereinabove. A maximum of ~~10~~ complimentary tickets shall be given to Artist. All complimentary tickets shall be appropriately distinguished and shall not be counted in determining gross receipts.

5. **NON-PERFORMANCE NOT A DEFAULT.** Neither Artist nor CenterArts shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, acts or regulations of public or University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, interruptions of electrical power, other acts of God, or any cause beyond the control of Artist and CenterArts.

6. **ANTICIPATORY BREACH.** In the event that, after the execution of this Agreement, Artist's agent, or Artist's Designated Representative indicates or states that Artist is unwilling or will be unable to appear or present the performance(s) hereinabove defined, and such failure is not excusable under Paragraph 5 hereinabove; or in the event that Artist or any member of Artist's traveling component deemed by CenterArts in its sole discretion to be material to the performance(s) hereinabove defined, or to any portion or portions thereof, or any authorized agent of Artist takes any voluntary affirmative action which, in CenterArts' sole discretion, renders substantial performance of Artist's contractual duties hereunder impossible, CenterArts may cancel the performance(s) hereinabove defined, or any portion or portions thereof, and in addition, Artist shall be responsible for payment of any and all costs, expenses, damages (including CenterArts' actual expenses incurred in preparation for the performance(s) hereunder) and claims from such cancellation. Any breach or anticipatory breach of this Agreement by Artist shall be deemed a material breach.

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

8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES ON CAMPUS.

9. Total catering budget shall not exceed the amount budgeted and accepted by the performer's representative in the original offer.

10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider AND TECHNICAL SPECIFICATIONS OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET. This rider is made an integral part of all agreements.

11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, the cost of backline equipment), or any equipment not listed as available in the Van Duzer Theater technical specifications packet, regardless of whether or not they are listed as requirements in the Artist's rider, unless these requirements are specifically written into the payment section of the contract face for this engagement, as well as the deal memo for this engagement, if a deal memo has been issued.

12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee.

13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, and all obligations of any of the parties hereto shall bind his, her, or its heirs, executors, personal representatives, successors and assigns. A fully executed contract for this engagement shall be deemed an acceptance of the terms in this rider, regardless of whether or not this rider has been countersigned by the artist or an authorized representative of the artist.

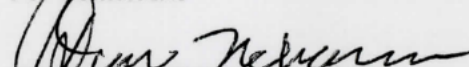
14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contract.

For Artist



Tax ID/Social Security #

For CenterArts



For University Center

Updated: April, 2009