

Cummins Station
209 10th Avenue South Suite 511
Nashville, Tennessee 37203
United States



Phone: 615 - 564 2580
Fax:
Booking Agent: Justin Hill
Confirmed Date: 5/1/2015

CONTRACT # 60916

Agreement made this date Monday, May 11, 2015 by and between:

TOASTMAN INC. F/S/O Jake Shimabukuro (hereinafter referred to as Artist) and
Center Arts - Humboldt State University (hereinafter referred to as Promoter(s)).

It is mutually agreed that the Promoter engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

Artist: Jake Shimabukuro Billing: 100% HEADLINE
Venue: Van Duzer Theatre Venue contact: Roy Furshpan
Humboldt State Univ. Phone: (707)826-4411 Main Phone: (707)826-4411 Fax: (707)826-5980
Center Arts Fax: (707)826-5980
Arcata, California 95521,
United States

Date(s): Tuesday, 27 October 2015 Production Contact: Roy Furshpan
Doors Open: 7:00 PM 7:30 PM. n.v. Set Length: 90 Minutes Load in: Per Adv.
Showtime: 8:00 PM Curfew: 12:00 AM Sound Check: Per Adv.
On Stage: 8:00 PM Age Limits: All

Tickets:	Description	Quantity	Comps/Kills	Sellable	Price	Deducts	Totals
	GA	812		812	3600		28,420.00 USD
	HSU Student	0		0	10.00		0.00 USD
	Season discounts of 10-30% may apply	0		0	0.00		0.00 USD
	Total:	812		812		Gross Potential:	28,420.00 USD
						Net Gross Potential:	28,420.00 USD

Merchandise: Description Rate % Comment
Artist Sells at One Rate 100

Terms: Guaranteed Fee \$ 10,000.00 USD Walkout Potential \$ 12,500.00 USD
PLUS a bonus of \$1,250 at 700 tickets sold.
PLUS a bonus of \$1,250 at 800 tickets sold (sell out). "Sellout" must be attainable and not prohibited by comps, holds or kills.

Purchaser agrees to provide and pay for sound, lights, monitors, and production to meet with Artist's specifications and approval. *In-house - n.v.*
PLUS Purchaser agrees to provide and pay for hotel accommodations, backline, hospitality to meet with Artist's Rider requirements. *Red Lion in Eureka for one night - n.v.*
Additional Provisions: Any and all exhibits, riders/festival riders and additional clauses attached hereto, including without limitation, 'Exhibit A' and Artist's Rider, are hereby incorporated into this Agreement by this reference. *In-house Production*

Payments: Deposits to The Agency Group Inc. by certified cheque or bank wire quoting reference 60916

Due Date	Comment	Amount Due
Sunday, September 27, 2015		5,000.00 USD
Total		5,000.00 USD

Balance of Fees: The balance of the guarantee shall be paid to Artist or Artist's representative immediately prior to the performance via cash, certified/cashier's check or money order made PAYABLE to TOASTMAN INC. *University check*

It is expressly understood by the Promoter(s) and Artist who are party to this contract that neither The Agency Group Inc., the Federation or the Local Union or their respective officers, employees, shareholders and affiliate entities are parties to this contract in any capacity and that neither The Agency Group Inc., Federation or the Local Union or their respective officers, employees, shareholders and affiliate entities shall be liable for the performance or breach of any terms or provisions contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

TOASTMAN INC. F/S/O Jake Shimabukuro
X *[Signature]* Date 10/13/15
Print Name *Von Fletcher*
900 Division St, Nashville, Tennessee 37203, United States

Center Arts - Humboldt State University
Roy Furshpan
X *[Signature]* Date
Print Name
1 Harpst Street Arcata, California 95521, United States
707-826-3928
Contact: Roy Furshpan
Email: roy.furshpan@humboldt.edu

UNIVERSITY CANNOT PAY DEPOSITS

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT _____

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

IN-HOUSE SOUND, LIGHTS & PRODUCTION _____

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

ALL PAYMENTS BY UNIVERSITY CHECK _____

JAKE SHIMABUKURO SIGNATURE PAGE

This concert rider is to serve as an agreement between _____
(Purchaser), and **TOASTMAN, INC. (Producer)**, as it pertains to the concert to be held at
_____ on _____.

This Rider is attached to and made a part of the Contract between JAKE SHIMABUKURO and the Buyer as defined on the face of the Contract in connection with Artist's performance(s) at the Venue described therein. To the extent this Rider conflicts with the terms and conditions contained in the Contract or any other contract, the terms and conditions contained in this Rider shall control.

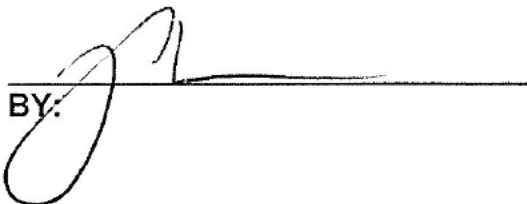
Please understand that the items required below are necessary for JAKE SHIMABUKURO to provide the best possible show for the Purchaser and their patrons. In order to fully understand our production; please examine all parts of this rider. **Please note and understand:** Initialing any of the sections to follow indicates that you fully understand each requirement described and **will fulfill these requirements.** Failure to provide initials will constitute Purchaser's acceptance of all conditions set forth on set page. It is understood and agreed that there are to be no additions or alterations made to this rider without the prior written consent of **Jake Shimabukuro** management. All questions may be directed to **[REDACTED]**

Please read this rider carefully, sign and return the completed original Contract and Rider to the PRODUCER's agent at:

The Agency Group, Ltd.
209 10th Ave. S, Ste 511
Nashville, TN 37203
[REDACTED]

**I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE CONTENTS OF THE
JAKE SHIMABUKURO 2015 RIDER AND ACCEPT THE RESPONSIBILITY OF
FULFILLING THE REQUIREMENTS IN EACH OF THE SECTIONS THEREIN.**

**BUYER
ACCEPTED AND AGREED TO:**

BY: 

Date _____

**PRODUCER
ACCEPTED AND AGREED:**


BY: **TOASTMAN, Inc**
f/s/o Jake Shimabukuro

Date 12/13/15

INITIALS _____

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.

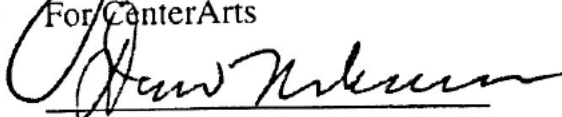


For Artist



Tax ID/Social Security #



For CenterArts


For University Center

Updated: April, 2009