

**2LUCK CONCEPTS, LLC
PERFORMANCE AGREEMENT**

AK0815

Agreement made 5/11/2015 by and between AK Foundation for Dance Inc. represented by 2Luck Concepts (hereinafter called "Artist/Attraction"), c/o 2Luck Concepts LLC (hereinafter called "Manager") at 70 Reardon York, Box 473, Canaan, NY 12029 for the services of Akram Khan Company (the "Artist"), and CentreArts, Humboldt State University with its principal place of business at 1 Harpst St, Arcata, CA 95521 (hereinafter called "Presenter").

1. Details of Performance(s):

(a) Presenter hereby engages from Artist/Attraction the services of Artist for the Performance(s), on the date(s), time(s), and place(s), and for the compensation all as set forth herein, and Artist/Attraction hereby agrees that Artist/Attraction shall render such services, subject to the terms and conditions set forth herein.

(b) Number of Performances: 1 performance of "Kaash"

(c) Type of Performance(s), Day(s), Date(s), Time(s) and Place(s): One (1) performance Tuesday Nov 17, 8pm. Co-producers and sponsor Colas to be credited in all publicity/marketing with name and logo. Colas text to be included in the evening program.

(d) Rehearsal(s), Date(s), Time(s), and Place(s): Load in/Tech Nov 16 @ 8am Presenter responsibilities as per addendum

(e) Theatre Name, Address, Seating Capacity, Stage Entrance: Van Duzer Theatre Theater Arts Bldg, Cap 800

(f) Person to Notify On Arrival: Daniel Stockwell 707-826-3928

(g) Presenter's Representative: Roy Furshpan 707 826 4411 Roy.Furshpan@humboldt.edu → Red Lion in Eureka - N/A

2. Compensation: The compensation to be paid by the Presenter to the Artist/Attraction shall be the sum of (US Dollars) 12,500.00 (the "compensation") (twelve thousand five hundred) plus 13 rooms for 2 nights in a 3*+ hotel with free internet and breakfast (16 - 18 November), ~~early check in and late check out as needed~~, plus local ground transportation. Fee is special and confidential.

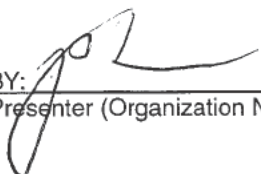
3. Payment of Compensation: The compensation hereunder shall be paid to the Manager on behalf of the Artist/Attraction no later than the intermission of the first performance. Payment shall be made only by ~~bank or certified check~~ made payable to Manager on behalf of Artist/Attraction. ALL PAYMENTS BY UNIVERSITY CHECK

4. House Seats: 10 (ten) pairs per performance complimentary house seats and see addendum house seats reserved at the regular price for Artist/Attraction per Performance until (1) hour prior to each such Performance.

5. Binding Effect: THIS AGREEMENT SHALL NOT BE BINDING UPON THE ARTIST/ATTRACTION UNTIL EXECUTED BY THE ARTIST/ATTRACTION. IF THIS AGREEMENT IS EXECUTED BY THE MANAGER ON BEHALF OF ARTIST/ATTRACTION, THE MANAGER IS EXECUTING THIS AGREEMENT ONLY AS A MANAGER FOR THE ARTIST/ATTRACTION, IS NOT OBLIGATED TO PRESENTER HEREUNDER, AND SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR DEFAULTS OF THE ARTIST/ATTRACTION, THE ARTIST, OR FOR THE NON-PERFORMANCE BY THE ARTIST/ATTRACTION OF ITS OBLIGATIONS HEREUNDER. THE NON-ARRIVAL OF THE ARTIST CAUSED BY ANY INCOMPLETE OR INACCURATE INFORMATION FURNISHED BY PRESENTER, AS SET FORTH ABOVE SHALL NOT RELIEVE PRESENTER FROM FULFILLMENT OF ITS OBLIGATIONS HEREUNDER.

ALL OF THE PROVISIONS SET FORTH AS "ADDITIONAL PROVISIONS" AND ALL OF THE REQUIREMENTS SET FORTH IN ANY ADDENDUM ANNEXED TO THIS AGREEMENT ARE HEREBY INCORPORATED IN THIS AGREEMENT WITH THE SAME FORCE AND EFFECT AS THOUGH SET FORTH IN FULL ON THIS PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above set forth.


BY: 

Presenter (Organization Name)

BY: 

Manager

2Luck Concepts – 518 – 781 3000 – info@2luck.com

UNIVERSITY RIDER IS MADE AN INTEGRAL
PART OF THIS AGREEMENT 

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

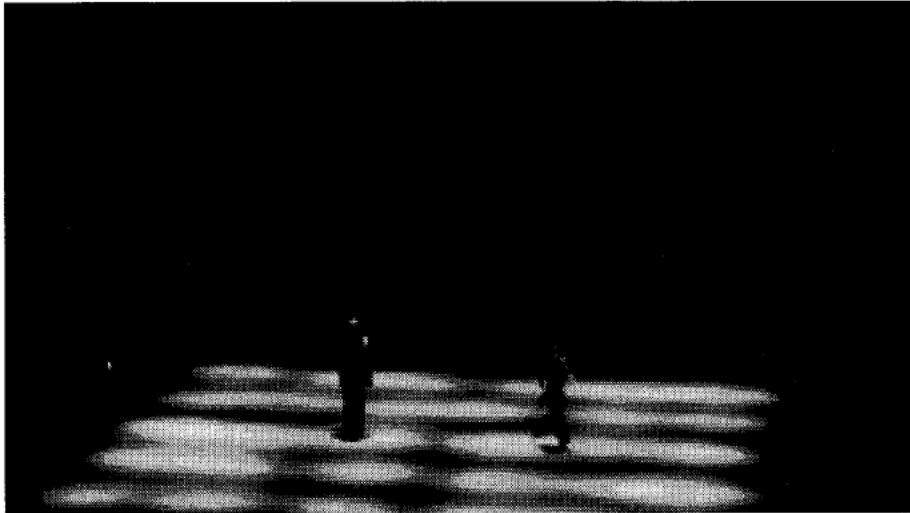
IN-HOUSE SOUND, LIGHTS & PRODUCTION 

ADDITIONAL PROVISIONS

- 6. Requirements:** In addition to requirements set forth below, Presenter agrees to furnish and fulfill the requirements set forth in any Addendum annexed hereto at its sole cost and expense for each Rehearsal and Performance:
- (1) the Theatre, properly lighted, heated, equipped and cleaned; (2) ushers, ticket sellers, ticket takers, all necessary attaches and special police; (3) suitable dressing rooms for the personnel of the Artist/Attraction and space for equipment.
 - (1) any necessary personnel which may be required by Artist/Attraction to unload the vehicles carrying the Artist/Attraction's equipment and property, to bring such equipment and property to such place within the Theatre as the Artist/Attraction's representative shall determine, and after the last Performance to remove such equipment and properties from the Theatre and to return such equipment and properties and load such equipment and properties on the vehicles; and (2) all other personnel which may be necessary in connection with the Performance(s) and Rehearsal(s) including without limitation, stage hands, spot light operators, stage carpenters, electricians, sound technicians, dressers, property men, wardrobe personnel, additional and/or standby musicians, and any other local labor which shall be necessary and required by Artist/Attraction, and/or required by any union having local jurisdiction.
- 7. Unions:** The Presenter agrees to adhere to and abide by the applicable rules and regulations of all unions having jurisdiction over the Performance(s).
- 8. Presenter's Warranties and Representations:** Presenter hereby warrants and represents to Artist/Attraction as follows: (a) that it has or will have a lease for the Theatre covering the date or dates of the Performance(s) and Rehearsals, that during the Performance(s) the lease will be in full force and effect, and neither Presenter or Theatre will be in default thereat, and that the lease will be exhibited to Artist/Attraction or Manager upon request. (b) That admission to the Performance(s) and seating in the Theatre shall be without regard to race, color, religion or national origin. (c) That the Presenter will be solely responsible for payment of all charges, assessments, royalties or license fees required to be paid for the right to perform all music performed at the Performance(s).
- 9. Advertising Material:** Presenter agrees to use only artwork or electronic media furnished by the Artist/Attraction. Presenter hereby agrees that Manager on behalf of Artist/Attraction shall have the right to approve the contents of all advertising and publicity materials Presenter wishes to utilize both as to form and substance and such approval shall not be binding upon Manager unless in writing executed by Manager.
- 10. Concessions:** Subject to whatever standard house concession is in effect on the date of this Agreement, the Artist/Attraction shall have the right, to have such persons as it may desire sell souvenir merchandise in the lobby of the Theatre immediately prior to and after each Performance and during each intermission. Presenter shall not directly or indirectly receive any fee, remuneration or other compensation in connection with such sales, agrees to turn over to the Artist/Attraction any such fee, remuneration or other compensation as and when received by it, and agrees to use its best efforts to enable the Artist/Attraction to sell such souvenir merchandise without cost to it.
- 11. Program:** The Artist/Attraction will select and provide the works to be performed for the Performance(s). The Artist/Attraction shall furnish Presenter with copy for each program to be performed and Presenter agrees at its own expense to print and distribute for each Performance a sufficient quantity of house programs conforming to the program copy furnished by the Artist/Attraction.
- 12. Credit to Manager:** All programs shall carry a credit to Manager in position and prominence as Manager may specify, either in any Addendum annexed hereto or by prior written notice to Presenter, and shall include such other credit lines as Manager may reasonably request.
- 13. Restrictions:** Presenter agrees to prevent the broadcasting, recording, transmission, photographing, or any other transmission or reproduction of the Performance(s) or any part thereof by any means or media now or hereafter known including but not limited to audio, visual, or audio-visual means. Presenter further agrees that unless specifically set forth in this Agreement, the Performance(s) by the Artist/Attraction shall not be in conjunction with the performance of any other performer and that no assisting artist not part of the Artist/Attraction shall perform at a performance without the prior written consent of the Artist/Attraction.
- 14. Indemnity:** Presenter hereby agrees to indemnify Artist/Attraction, Artist, and Manager from and against any claim of breach of any of Presenter's representations, warranties and agreements hereunder and from any claims of third parties of any kind, nature, or description for personal injuries or property damage in connection with the Performance(s), except with respect to any claim proven to be due solely to the willful act of Artist or Artist/Attraction, from which claim Artist/Attraction similarly agrees to indemnify Presenter.
- 15. Impossibility of Performance:** In the event that the performance of any of the covenants of this Agreement on the part of the Artist/Attraction Artist or Presenter shall be prevented by act of God, physical disability, the acts or regulations of public authorities or labor unions, labor difficulties, strike, war, epidemic, interruption or delay of transportation service, or any other causes beyond the reasonable control of such party, such party shall be relieved of its obligations hereunder with respect to the Performance(s) so prevented on account of such cause. If the Performance(s) shall be prevented for any of the foregoing causes, neither the Presenter nor Artist/Attraction shall be under any obligation to present the Performance at a different time, except that if the Performance(s) shall be prevented for any of the foregoing causes, the Presenter shall use its best efforts to re-engage the Artist/Attraction within a twenty-four (24) month period on the same terms and conditions set forth herein, subject however to the Artist's availability. In the event the Artist consists of persons other than the featured performer and one or more of such persons cannot perform for any reason, Artist/Attraction shall have the option either to use its reasonable efforts to furnish a substitute for each such person, which substitute Presenter agrees to accept, or to perform without such person, in which event the Artist/Attraction shall not be liable for such failure of any such person to perform, or to treat such person's unavailability as an Act of God on the part of Artist and Artist/Attraction.
- 16. Notices:** All notices to Presenter and Artist/Attraction shall be in writing addressed, in the case of Presenter, to its address set forth above, and in the case of Artist/Attraction, to Manager at its address set forth above.
- 17. Modification, Etc.:** This Agreement contains the entire understanding of the parties, shall be amended or modified only by a writing executed by Presenter and Artist/Attraction, or Manager on its behalf, and shall be construed, governed and interpreted pursuant to the laws of the State of New York applicable to agreements wholly to be performed therein. Presenter shall not have the right to assign this Agreement or any of Presenter's obligations hereunder.
- 18. Remedies:** In the event Presenter breaches or defaults in the due performance of this Agreement or any of its warranties, representations, or agreements hereunder, or in the event prior to the date at the first Performance the Presenter has failed, neglected or refused for any reason whatever to perform any obligation under any agreement with any other artist or attraction, or if in the sole opinion of Manager, the financial standing or credit of Presenter has been impaired or is unsatisfactory (and any of such events shall hereinafter be deemed an "Event of Default"), then and upon the occurrence of an Event of Default, Artist/Attraction shall have the right to terminate this Agreement and its obligations hereunder. Presenter acknowledges that Artist/Attraction has refused offers for other performances in order to enter into this Agreement and that Artist/Attraction has incurred substantial out of pocket expenses in connection herewith; and therefore agrees, in an Event of Default, that any and all sums payable to Artist/Attraction as compensation be immediately due and payable, that any and all sums paid to Artist/Attraction or Manager, in its behalf shall be retained by Artist/Attraction as liquidated damages, and that Artist/Attraction shall have the right to present any letter of credit furnished it for payment. Artist/Attraction shall have, in addition and not in lieu of those remedies set forth above, the right, if there is an Event of Default, to exercise all of its rights and remedies against Presenter at law or in equity. All such rights and remedies may be exercised cumulatively, or in the alternative at the sole discretion of Artist/Attraction.
- 19. Service of Process:** (a) Any controversy or claim arising out of or relating to this Agreement or any breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. The parties select expedited arbitration using one arbitrator as the sole forum for the resolution of any dispute between them. Such arbitrator shall be experienced in performing arts and entertainment matters. The arbitrator may make any interim order, decision, determinations, or award he deems necessary to preserve the status quo until he is able to render a final order, decision, determination or award. The determination of the arbitrator in such proceeding shall be final, binding and non-appealable. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to reimbursement for costs and reasonable attorney's fees. (b) The laws of the State of New York shall govern the construction and interpretation of this Agreement. If any of the provisions of this Agreement shall contravene, or be invalid under, the laws of the State of New York, such contravention or invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly. (c) The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. (d) The parties hereto stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another. (e) In the event that either party files any legal action to enforce any of the provisions of this Agreement, the unsuccessful party shall pay to the successful party, in addition to all the sums that the unsuccessful party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

KAASH TECHNICAL RIDER

Update: May 2014



Technical Director Sander Loonen technical@akramkhancompany.net [Redacted]	Tour Manager Lies Doms lies@akramkhancompany.net [Redacted]
Coordination & Lights To be confirmed ☎	Sound To be confirmed ☎

The following technical specification constitutes a contractual requirement. Failure to negotiate any change to the following, except by mutual consent between the Presenter, the venue and Akram Khan Company at least four weeks prior to the show date, will constitute a breach of contract leaving the promoter liable to pay all negotiated fees to Akram Khan Company, who will be entitled to cancel any performance.

LIGHTS and SOUND TO BE OPERATED BY COMPANY TECHNICIANS.

1. GENERAL INFORMATION

- Running time: 75 minutes without intermission.
- ~~Latecomers will NOT be admitted in the auditorium.~~
- The company on tour: 12 people
- Dancers: 7
- Technicians: 2
- Tour manager : 1
- Rehearsal director : 1
- Producer : 1

Late seating policy to be advanced. -*ms*

2. STAGING

Stage temperature for all rehearsals and performances to be kept at a constant 21° C
ice packs and first aid kit available at all times

WE REQUIRE

MINIMUM PERFORMANCE AREA: 11mW x 12mD

- ~~Sprung wooden floor suitable for dance.~~ *Not Available DTS*
- LIGHT GREY dance lino (9m x 9m), taped down with matching colour (grey) PVC tape.
- And BLACK lino to cover the whole visible surround area (into the wings) and behind the cloths.
- MASKING: We need 6 borders and 6 pairs of matching legs and GERMAN masking around the whole stage.

House Masking System only - DTS

WE BRING

Our set consists of 4 backcloths. We bring them with us in suitcases. We may incur excess luggage charges, which will invoiced back to the Presenter.

3. LIGHT

WE REQUIRE

Please provide the technical director with a up to date DWG plan of your venue, so that an adapted plan may be made and send to you prior to our arrival

Lighting bars to be at a height of 8 meters.

House Lighting inventory only DTS

- 11 x 1K fresnels with barn-doors
- 16 x 2K PC with barn-doors
- 30 x PAR cans 64 CP60
- 48 x 1K asymmetric cyclorama floods
- 20 x ETC S4 750W 36deg
- Enough dimmers and cable to connect each light individually
- 10 x boom towers
- adequate equipment to focus (genie tower, tallescope)
- Color gels:G842, G910, R26, L181, R54, Heat-shield

House color Substitutes WE BRING DTS

We tour our own light desk (ETC ION - 2 DMX outputs) to be placed on stage for focusing and in the auditorium for the show, next to the sound. House lights should be controlled from the company light desk.

5. SOUND

The sound **mixing position** should be located in the audience area in order for the sound engineer to see and hear the performance correctly.

Our sound engineer will mix the sound.

It is absolutely not acceptable for the mixing position to be in a booth.

Please reserve a place in the audience area for out mixing position of minimal 2,5M wide and 0.9 M deep.

A full list of the equipment provided by the venue must be sent to us.
This list must be agreed with our sound engineer.

It is the responsibility of the venue that the sound equipment, including all installation and rigging, are fully functional upon arrival of the company. Venues without a permanent or adequate sound system, should hire a sound system (see below) and pass these specifications to a professional audio rental company.

Noisy air conditioning system should be turned off for the duration of the performance, rehearsal and sound check

WE REQUIRE

Microphone:

One (1) AKG 416 on small table stand. (Black)
alternative (Sennheiser 816 or AKG C480B + CK 69UULS or Neumann KMR 81)

PA system:

- Line Array system stereo able to deliver 105 db a weighted SPL clean full range (subwoofers included) undistorted sound everywhere in the audience area (ex: L-Acoustics , D&B, Meyer, EAW or similar, NO HOMEMADE system). The sound system must be quiet and free of self-noise or light leaks of noise.
- A central cluster, same brand and power as the main PA, rigged out of view and providing a wide horizontal and vertical coverage.
- The front fill system must be a powerful isolated system of the same quality as the flown clusters. The speaker system must cover all areas of the auditorium.
- In deeper venue and under balcony areas flown delayed speakers must be added to cover mixing position and audience area. The delayed speakers must be of the same quality as the main system.
- Subwoofers on AUX buses
- The system must be controlled by processors, EQ's, delay and must be accessible and free to use by Akram Khan Company sound engineer at the mixing position.
- The above-mentioned audio system must be provided by the venue. At venues where a sound system is not a permanent installation, these specifications must be given to a professional audio rental company.

House
PA
Systems
only
DTS

House
Pa
only
Desk

Monitors:

- 6 active monitors on stands (180cm) with a minimum 12" drive (UPA,MTD 112 , 115) each monitor should be **amplified individually**.

Sound desk:

- Digital sound desk make and model to be confirmed 2 weeks before performance.
- minimum of 24 inputs 24 inputs faders on one layer, 8 matrix output,6 Mix outputs. A sound technician who knows the desk must then be available.

Control and outboards:

- In case of analog desks; 32 band EQ on ALL outputs (including front fills, delay's and monitors)

Intercom:

- Four (4) intercom units. To be placed at the sound console, lighting desk and downstage left and right. Wireless preferred.

WE BRING

Two (2) Laptops with two (2) MOTU ultralite sound cards.

9. WARDROBE & COSTUMES

WE REQUIRE

Our costumes require **hand washing and air drying**.

On arrival and after every show.

Please provide a wardrobe person who will take the costumes to dry cleaning and help with costume maintenance. We also need a **steamer**.

9. MISCELLANEOUS

WE REQUIRE

- Minimum of 2 spacious dressing rooms.
- Hot showers available at all times, with clean towels.
- One lockable production office with the use of a telephone and internet
- A studio (minimum 8mx8m with dance floor and small sound system with mini-jack connector) for company rehearsal from the set up day to the last show day. For studio arrangements please contact: lies@akrankhancompany.net
- Costumes should be ready 3 hours before the show.
- Enough drinkable still water for 13 people from get in to get out.
- Coffee, tea, fruit and snacks backstage on show days are appreciated

we will do our best to accomodate

8. SCHEDULE

IMPORTANT: Kaash needs a **minimum of 1 set up day** prior to the 1st show day. During the whole stay (from get in to get out) the stage is at the sole use of AKC. Please contact the technical manager to discuss any change to this proposal schedule.

		Stage	Light	Sound	Wardrobe	Notes
pre-rig						Pre-rig lights and masking according to adapted plan
Day 1 set up day	09:00-13:00	4	4	2		finish lights, finish masking, set up sound
	13:00-14:00					lunch break
	14:00-18:00	4	4	2	1	Focus lights
	18:00-19:00			2		dinner break, sound check PA
	19:00-22:00	1	4	2		Rehearsal on stage (full company)
performance day 1	09:00-13:00	2	1	2		Sound check, program lights
	13:00-14:00					Lunch break
	14:00-18:00	1	1	2	1	Sound check, program lights
	18:00-19:00					dinner break
	1 hour before show	2	1	1	1	clean floor, prepare for show
	30 mins before show				1	open for audience
	show	1	1	1	1	performance
last performance	14:00-18:00	1	1	1	1	tech check and rehearsal
	18:00-19:00					dinner break
	1 hour before show	2			1	clean floor, prepare for show
	30 mins before show					open for audience
	show	1	1	1	1	performance
	1.5 hours	4	4	2	1	get out directly after the show

Please print out this 5 page document and returned it signed to:

Akram Khan Company

Unit 232A, 35 Britannia Row

N1 8HQ London UK

Date: _____

**Read and agreed.
The Presenter**

Akram Khan Company

**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.

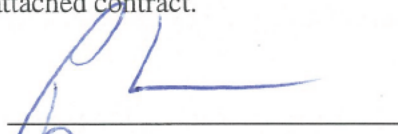
13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, 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


Tax ID/Social Security #



For CenterArts



For University Center

Updated: April, 2009