

THE KURLAND AGENCY

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American Federation of Musicians of the United States and Canada
(Herein called "Federation")

CONTRACT # 39583 AGENT: JACK RANDALL

Whenever the term "the Local Union" is used in this Contract, it shall mean the Local Union of the Federation with jurisdiction over the territory in which the engagement covered by this Contract is to be performed. This Contract for the personal services of musicians on the engagement described below between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians is made this day of **May 8, 2015**.

1.) Place Of Engagement: **HUMBOLDT STATE UNIVERSITY
VAN DUZER THEATRE
1133 PACIFIC AVE → 1 Harpst St
ARCATA CA USA**

Artist: **MS. LISA FISCHER AND GRAND BATON**

Other Acts:

2.) Engagement Date and Time: **Tuesday February 9 2016**

One show, set time and length to be advanced. ← Set time is 8:00 P.M. and show length is 90 minutes plus

3.) Ticket Scale: **\$46.00** ~~\$45.00~~ (general) / \$10 (student) / Season discounts will apply (10%-30%)

Capacity: **812**

Gross Potential: **\$36,540.00**

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

4.) Compensation : **\$15,000.00 (FIFTEEN THOUSAND USD)**

**FLAT GUARANTEE.
PURCHASER TO PROVIDE SOUND, LIGHTS AND BACKLINE.**

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT _____

IN-HOUSE SOUND, LIGHTS & PRODUCTION _____

5.) Purchaser will make payments as follows:

Contract Due: **June 1, 2015**

Deposit Due:

Deposit:

Balance: **\$15,000.00** payable by UNIVERSITY CHECK ONLY to Melonie Music, LLC.

BALANCE TO BE PAID DIRECTLY TO THE ARTIST OR ARTIST'S REP IMMEDIATELY PRIOR TO FIRST PERFORMANCE.

6.) No performance of the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission.

7.) It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in 6 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provisions hereof.

8.) A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating with the musician(s) performing the engagement and the Purchaser.

9.) The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If the event is cancelled as a result of any such event, any moneys paid to artist, artist's rep or The Kurland Agency shall be immediately refunded to purchaser.

***** ARTIST RIDER ATTACHED HERETO IS MADE A PART HEREOF *****

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

Signature of Purchaser (or Agent thereof):

Signature of Artist (or Artist's Rep):

Roy Furshpan for Humboldt State University
Promoter Contact: Roy Furshpan
Humboldt State University
Center Arts
1 Harpst Street
Arcata CA 95521 USA
Tel: 707-826-3928
Email: Roy.Furshpan@humboldt.edu

Linda Goldstein for Melonie Music, LLC

PRODUCTION CONTACT:

Tel:

Email:

LISA FISCHER plus TRIO RIDER
Lead Vocal plus Trio - as of 03/10/15

The following stipulations are included here as part of this rider and required to be a part of the attached contract:

1. Performance Control

- A. ARTIST shall have exclusive control over the production, presentation, and performance of the engagement hereunder, including, but not limited to, the details, means and methods employed in fulfilling each obligation of ARTIST hereunder in all respects. ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel other than the ARTIST specifically named herein.
- B. Purchaser agrees (a) to comply promptly with ARTIST's directions as to stage settings for the performance hereunder, (b) that no performers other than those previously agreed to by ARTIST hereunder will appear on or in connection with the engagement hereunder, (c) that no stage seats are to be sold or used without ARTIST's prior written consent.

2. Performance Reproduction

- A. No part, portion, or segment of the engagement hereunder is to be reproduced either audibly or visually. Authorization by the ARTIST shall be necessary for the PURCHASER to allow entrance to the place of performance with any and all sound, video, or motion picture recording device.
- B. Cameras (other than those built in to mobile phones) will not be permitted entrance into the place of performance. PURCHASER shall be responsible for preventing entrance to the place of performance of all cameras, tape recorders, video cameras and/or motion picture cameras.
- C. No video transmission or projections during performance are permitted without the prior express consent of artist. If permission is given by Artist, then a high resolution digital file or DVD copy of the recorded video footage or projection should be forwarded in care of Original Artists at the above address, to be considered for archival and promotional purposes only.
- D. Any and all artist consent and/or permissions for video and audio recordings and/or digital photography are considered to be fully valid **only when** an electronic file transfer, is received by Original Artists at the above email address.

3. Interviews and Personal Commitments

PURCHASER shall not make any commitments on ARTIST's behalf for any promotional activities, personal interviews, or personal appearances (including post-concert activities) without the prior express consent from ARTIST. All such commitments must be cleared and coordinated in advance through Original Artists [REDACTED] ARTIST reserves the right to cancel any such appearance, if necessary, due to time, travel, or other considerations.

4. Advertising and Promotion

- A. ARTIST shall receive on hundred percent (100%) headline billing in any and all advertising and publicity as headliner, pertaining to the engagement hereunder, including but not limited to newspaper advertising, all printed material, programs, fliers, signs, lobby boards, table cards and marquees. When playing with other performers, no artist's name will appear in larger type or on the same line with "MS LISA FISCHER AND GRAND BATON".

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- B. PURCHASER agrees to use only photographs, likenesses, and biographical material furnished by ARTIST or ARTIST's agent.
- C. PURCHASER shall not use ARTIST'S likeness for any commercial purpose or in connection with an so-called commercial purpose or in connection with any so-called commercial tie-up except the advertisement or promotion of the engagement without the prior express permission of the ARTIST
- D. PURCHASER agrees that no advertisements or promotional activities of any type shall be issued or arranged prior to the PURCHASER's receipt of a fully executed contract.

5. Complimentary Tickets

PURCHASER shall provide ¹⁰⁻¹³⁵~~twelve (12)~~ complimentary tickets per performance, the unused portion of which may be placed on sale the day of the show with permission of ARTIST.

6. Security

- A. PURCHASER shall furnish ARTIST with reasonable and adequate security, and ARTIST shall be entitled to cancel the engagement if ARTIST shall reasonably conclude that performance of same might subject ARTIST, members of his entourage, or any member of the audience to risk bodily injury or property damage. In the event of such cancellation, ARTIST shall be entitled to receive his full guaranteed compensation hereunder.
- B. ARTIST reserves the right to refuse admission to backstage area to any person not directly involved with the performance.
- C. PURCHASER shall provide and pay for security of ARTIST's equipment from the time of load in until the completion of load out.

7. Insurance

PURCHASER agrees to provide liability insurance coverage to protect injuries to persons or property as a consequence of the installation and/or operation of the equipment provided by the ARTIST, his employees, contractors and agents. In addition, it is agreed that the PURCHASER shall have in effect a policy of worker's compensation covering all of its employees. The PURCHASER further agrees to provide full insurance coverage for any equipment provided by the ARTIST, his employees, contractors, and agents against fire, theft, riot, or any other type of act that would cause harm or damage to equipment.

8. Indemnification

PURCHASER agrees to indemnify and hold harmless the ARTIST, his employees, contractors and agents from and against any claims, costs, damages, liabilities, losses and judgments arising out of or in connection with any claim, demand, or action made by any third party sustained as a direct or indirect consequence of the engagement. Furthermore, PURCHASER shall also indemnify ARTIST and his employees, contractors, or agent's equipment at the venue, including but not limited to damage or destruction suffered by Acts of God.

9. Force Majeure

In the event of any Act of God, illness, failure of transportation, acts of war or terrorism, riot, strike, or labor difficulties, or cases similar or dissimilar beyond ARTIST'S control which renders it impossible or impractical for ARTIST to perform hereunder, this agreement may be canceled by

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ARTIST by written notice to PURCHASER in which case neither party shall have any continuing liability to the other hereunder; provided, however, should such cancellation arise from strike, labor difficulty or other matter of which PURCHASER had actual prior knowledge, ARTIST shall be entitled to retain any and all deposits. Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and the PURCHASER shall remain liable for payment of the full contract price even if performance called for herein is prevented by such weather conditions. ARTIST shall have the sole right to determine in good faith whether any such weather conditions shall render the performance impossible, hazardous or unsafe.

10. Promoter Failure

If on or before the date of any scheduled concert, PURCHASER has failed, neglected or refused to perform any contract with another performer for any earlier engagement or if the financial standing or credit of PURCHASER has been impaired or is unsatisfactory and is in bad standing with the American Federation of Musicians, (A.F. of M.) or is on their unfair list, ARTIST shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement by notice to PURCHASER to that effect, and in such an event, ARTIST shall retain any amounts therefore paid to ARTIST by PURCHASER.

11. Representations and Warranties

PURCHASER warrants and represents that s/he has the right to enter into this Agreement and undertake the performance of all obligations on its part to be performed. PURCHASE also represents and warrants that s/he is at the present time the owner/operator of, or has a valid lease upon the place of performance covering the date(s) of this agreement. PURCHASER shall obtain all permits, licenses, certificates or permission required to enable the engagement to be lawfully performed.

12. Contractual Provisions

It is agreed that ARTIST signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make ARTIST liable in 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.

Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by ARTIST to PURCHASER hereunder. If there is any conflict between any provision of this Agreement and any 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 agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER.

13. Cancellation Privileges

All of the terms and conditions as contained in this rider and addendum are by their nature essential and fundamental to this agreement in part or entire. ARTIST accordingly reserves the right to cancel the engagement in the event of failure by the PURCHASER to fulfill any of the terms and condition provided herein. In the event of cancellation, the ARTIST shall be discharged of any further liability hereunder and shall be entitled to retain any deposits or other monies theretofore paid to ARTIST by PURCHASER, in addition to ARTIST's other legal and equitable remedies.

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Hotel Suite and Rooms/Ground Transportation/Dressing Room

Pre-show dinner/Technical Requirements

HOTEL REQUIREMENTS

- One (1) suite for Ms. Fischer, and four (4) deluxe singles are required in the same luxury artist-approved hotel.
- Hotel suite/rooms must have wireless Internet service
- Ms. Fischer's suite must have a humidifier and air-purifier in the room

LISA FISCHER HOTEL SUITE REQUIREMENTS

- Please provide one hour before check in and refresh during stay:
 1. *Electric teapot w/ tea settings*
 2. *Ceramic cups (no Styrofoam cups, please)*
 3. *Assortment of herbal teas, including hibiscus tea, Tulsi Rose tea, with maple syrup*
 4. *Two lemons and two limes per day for duration of stay with knife*
 5. *A small plate of raw, organic vegetables and olives*
 6. *Small amount of sea salt*
 7. *Lots of bottled water (at least 3 liters per day) – Fiji or Evamor (no Evian - please)*
 8. *Unsweetened Hazelnut or Cashew milk, and Coconut nectar*

GROUND TRANSPORTATION:

We need a van for four/five person band with adequate luggage compartments for hand luggage, oversized luggage and five musical instrument cases.

Before the show: Please provide one (1) van for the band to shuttle five persons and musical instrument cases from the hotel, or designated local destination, for load-in. Please also provide separate transportation for Ms. Fischer prior to sound check.

After the show: Please provide one (1) van for the band to shuttle five persons and musical instrument cases to the hotel and a car for Ms Fischer 15 minutes prior to the anticipated end of show.

SECURITY:

If venue conditions permit, Ms. Fischer will often come out into the theater/club to greet fans after her show. We request that a member of the security team assist in organizing the crowd and protecting Lisa. The crowd can be up to several hundred people.

LISA FISCHER – VENUE DRESSING ROOM

- Please provide best and most accessible to stage dressing room to Ms. Fischer.
- Artist dressing room must have a humidifier and air-purifier
- Fresh hand and face towels
- The following foods and beverages are requested in the Artist Dressing room. This needs to be set up one hour before Ms. Fischer arrives for sound check and refreshed for performance as needed:
 1. *Electric tea pot w/ tea settings*
 2. *Two-four ceramic cups (no Styrofoam cups, please)*

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3. Assortment of herbal teas, including Hibiscus tea, Tulsi Rose tea, with maple syrup
4. Other Beverages: Several bottles of still water (Fiji or Evamor preferred, anything but Evian), Unsweetened Cashew or Hazelnut milk, and Coconut nectar
5. Hummus, Steamed organic green veggies (such as broccoli and carrots), Avocado, Olives, Beans and Rice
6. Organic gourmet Tuna Fish Fillet in Olive Oil, preferably in a jar
7. Dark Chocolate
8. Condiments: Lemon, Lime, Cayenne pepper, Sea salt, Olive Oil

BAND – VENUE DRESSING ROOM

- The following foods and beverages are requested in the Band Dressing room:
- This needs to be set up one half hour before load in:
 1. Assortment of coffee, teas and honey
 2. Small organic vegetable platter, whole grain crackers or rice cakes
 3. Hummus
 4. Bottled water --Volvic preferred (no Evian, please)
 5. Local beer (or Founders Porter/Sierra Nevada IPA) and local wine (one bottle of either Cabernet Sauvignon, Bordeaux, or Riesling)

TBD: PRE-SHOW DINNER - LISA FISCHER - BAND AND CREW

- If needed, catered dinner should feature light, healthy, fresh ingredients. A sample menu might be:
 1. Chicken entrée
 2. Fish entrée
 3. Quinoa or Brown Rice
 4. Lentils, Black Eyed Peas, Pinto or Kidney Beans
 5. Green/Caesar salad to include oil and vinegar dressing
 6. Green vegetable (any kind, but sautéed greens always popular)
 7. Beverages
- Please avoid the following: Red meat, Shell fish or bottom feeders, dairy, sugar, soy, eggplant, peppers, and tomatoes

FOH AUDIO EQUIPMENT LIST:

Main Audio System:

Distributed Audio System, with the following (or closest possible):

- Small format line array speakers mounted subs per side of stage. 6 Additional speakers distributed venue area. System to be digitally processed and include the following:
- 4 VRX932LAP, powered 2way line-array speaker
- 4 EAW JF80, near field speaker
- 2 JBL PRX615M powered loudspeaker
- 4 VRX918SP, powered flyable 18" subwoofer
- 1 QSC PL 1.8 stereo amplifier
- ~~1 Yamaha LS9-32input 64ch digital mix console~~ 1 Marantz CDR510, CD player/recorder
- **2 (two) wireless vocal microphones for Ms. Fischer**
 - 2 Shure UR2-L3 handheld transmitter (638-698)
 - 2 Shure UR2 Beta 58 cartridge
 - **Note:**
 - Set Vocal Mic 1 with a Hall reverb, 2.6 to 3.0 second decay time

IN HOUSE PA system only DTS

DTS

House mic's only DTS

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- Set Vocal Mic 2 with a delay of 200 milliseconds or greater (tapped to the tempo) and an Echoplex or slap echo effect with three repeats
- 1 (one) wired vocal microphone with boom stand for JC Maillard-pref Shure Beta 87C
- 1 (one) wireless or wired vocal microphone with boom stand for Aidan Carroll (bassist)
- 1 Mid-size mic complement, complete with stands and cables 1 Shure UR4S-L3 single receiver (638-698)
- 1 40x12pair 2way W4 split snake
- 1 W4 56pr 250' trunk with L5-20
- 1 W4 fan 40x12 input, 50'
- 1 W4 fan 40x12 input, 6'
- 2 JBL VRX adjustable speaker pole
- 2 TS88, tripod stand
- 1 24x20amp 3phase Edison/19pin PD
- 2 2/5 feeder cable, 50'
- 1 2/5 set tie ins
- 1 Lot speaker/ signal/ AC cable
- 4 20ft. long 1/4 inch good quality guitar cables
- 1 20+ ft. long midi cable

Monitor Audio system:

- ~~1 Yamaha LS9 32input 64ch digital mix console~~ or closest available
- 4 separate mixes, one per musician
- 4 monitor wedges for instrumental musicians
- 2 monitor wedges for Ms. Fischer
- Lisa Fischer Monitor preferences
 - see House Mic preferences for effects and delay preferences

BACKLINE EQUIPMENT:

- Three (3) stools for instrumentalists and Ms. Fischer
- One (1) small table for Lisa Fischer

Drummer

Black Yamaha drum set:

- 22" bass drum
- 10" and 12" rack toms
- 14" and 16" floor toms
- 14" X 5.1/2" snare drum (with snare stand)

All White coated Remo Ambassador drum heads

Double bass drum pedal

Hi Hat stand w/clutch

Five (5) boom cymbal stands

Stool/throne

Drum rug

2' to 3' carpeted Riser

One (1) mic for the Cajon and one (1) mic for the Udu (clay pot)

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Acoustic and Electric Bassist (one player, two instruments)

Acoustic Bass:

- ¾ size double bass setup for jazz (string height not too low please!)
- Pirastro Evah Pirazzi strings or Thomastik Spirocore strings
- David Gage Realist Pickup (already setup on bass)
- Wooden/graphite/carbon fiber 'French style' bass bow

Electric Bass:

- One (1) guitar stand
- One (1) D.I. box

Bass Amp:

- Aguilar DB410/GS410/DB12/GS212 bass cabinet with Tone Hammer 500/ DB751 bass amp head (*Aguilar artist), **OR...**
- Mark Bass Standard 104hr cabinet and Little Mark III bass amp head
- Gallien Krueger NEO410 cabinet and 700RB-II or MB500 bass amp head
- 8x10 or two 4x10 speaker cabinets for larger venues, TBD

Guitarist: (one player -- plays electric guitar; computer/sequencer; keyboard; electro-acoustic nylon string guitar and SazBass)

- For electric guitar, one (1) Vox AC30 guitar amplifier
- One (1) D.I. box for SazBass/electro-acoustic nylon string guitar
- One (1) D.I. boxes for computer/sequencer
- Three (3) guitar stands

for the SazBass (played by guitarist, music director – per above)

- One (1) Ampeg head svt pro (svt 2 pro, svt 3 pro, svt 4 pro) + 4x10 cabinet (with tweeter speaker) **OR...**
- One (1) Gallien Kruger 700RB + 4x10 cabinet (with tweeter speaker)

Keyboard

- One (1) Rhodes 88 Suitcase Piano, if available.

Musical Director: J.C. Maillard

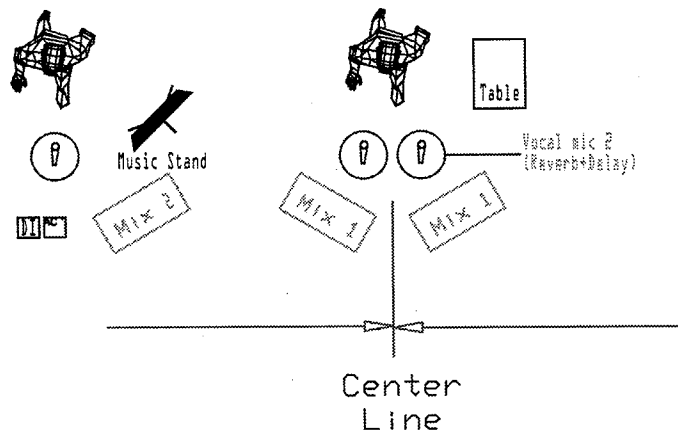
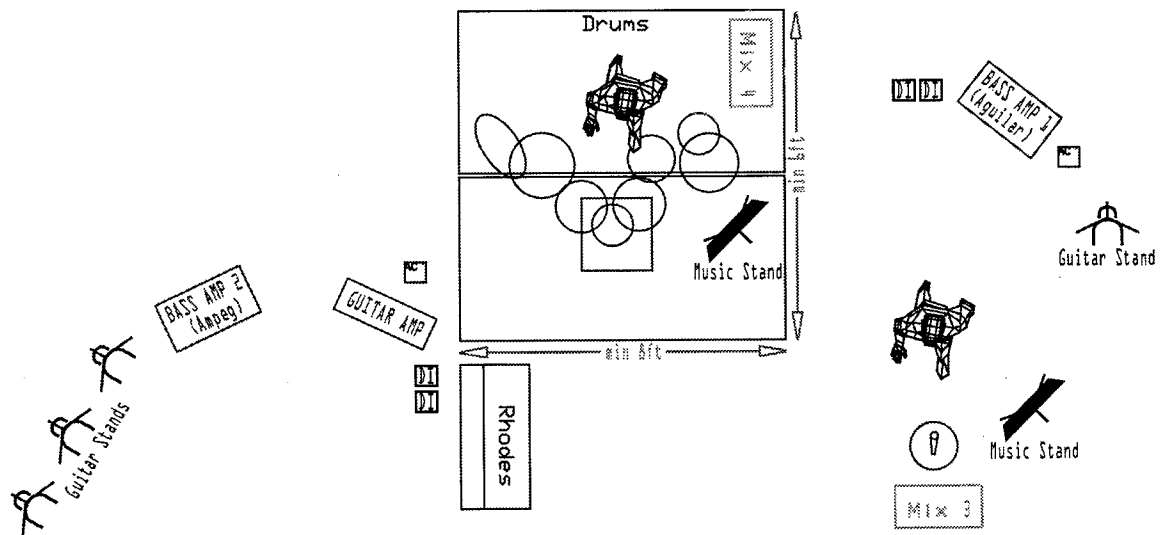
Lisa Fischer's Management: Original Artists

Linda Goldstein (president) [REDACTED]

Nahana Schelling, [REDACTED]

Fred Miller, [REDACTED]

Karen Goldfeder, [REDACTED]



MS. LISA FISCHER AND GRAND BATON

Input List as of 03.10.15

CHANNEL	SOURCE
	Drums
1	Kick
2	Snare
3	High Hat
4	OH Left
5	OH Right
6	Rack Tom
7	Floor Tom 1
8	Floor Tom 2
9	Cajon
10	Udu (clay pot) + Chimes
	Bass
11	Bass Di
12	Upright Bass Pickup
	Guitar
13	Electric Guitar amp (mic)
14	DI for acoustic instruments (SazBas+Nylon string Guitar) split signal to 2 different channels on the board
	Fender Rhodes
15	DI
	Computer
16	DI Left
17	DI Right
	Lead Vocals
18	Main Mic
19	FX Mic
	Back Vocals
20	Vocals (guitarist) left
21	Vocals (guitarist) right
22	Vocals (bassist)

**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