

# TEDKURLAND ASSOCIATES

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(617) 254-0007 • Domestic Fax: (617) 782-3577  
Email: agents@tedkurland.com



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

Contract # 37734

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 **April 17, 2014**

1.) Place Of Engagement: **HUMBOLDT STATE UNIVERSITY  
VAN DUZER THEATRE  
1133 PACIFIC AVE  
ARCATA CA  
ARCATA CA**  
Band or Group: **CECILE MCLORIN SALVANT**

# of Musicians: 4

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT \_\_\_\_\_

Other Acts:

2.) Engagement Date and Time: **Tuesday September 16 2014**

**One Show: one seventy-five to ninety (75-90) minute set at time TBD.**

3.) Type of Venue: **Theatre** Capacity: 812

Ticket Scale: **\$35.00 (general) | \$10.00 (students) | Season Discounts of 10% - 30% may apply**  
Gross Potential: **\$18,270.00 (average)**

IN-HOUSE SOUND, LIGHTS & PRODUCTION \_\_\_\_\_

4.) Compensation Agreed Upon: **\$12,500.00 (TWELVE THOUSAND FIVE HUNDRED USD) FLAT GUARANTEE**

**PLUS FIVE (5) HOTEL ROOMS (HOTEL SUBJECT TO ARTIST'S WRITTEN APPROVAL), LOCAL GROUND TRANSPORTATION AND BACKLINE.**  
↳ *Red Lion Hotel in Eureka or the Hotel Arcata*

→ Local backline

**SOUND & LIGHTS PROVIDED BY PURCHASER PER ARTIST TECHNICAL RIDER**

5.) Purchaser will make payments as follows:

Contract Due: **May 17, 2014**

Deposit Due:

Binder:

Deposit: **CATERING MUST STAY WITHIN THE BUDGETED AMOUNT**

**UNIVERSITY CANNOT PAY DEPOSITS**

**DEPOSIT CHECK MUST BE SENT VIA TRACKABLE MAIL SERVICE AND A TRACKING NUMBER MUST BE PROVIDED.  
IF DEPOSIT IS WIRED, A FEE OF \$15. MUST BE ADDED TO YOUR DEPOSIT AND A WIRE TRANSFER RECORD MUST BE SENT TO US BY THE DUE DATE.**

Balance: **\$12,500.00 payable by UNIVERSITY CHECK ONLY to Ed Arrendell.**

**ALL PAYMENTS BY UNIVERSITY CHECK \_\_\_\_\_**

**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 an event, any moneys paid to artist, artist's rep or Ted Kurland Associates 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  
Mail To: Roy Furshpan  
Humboldt State University  
Center Arts  
1 Harpat Street  
Arcata CA 95521  
Tel: 707-826-4411 Fax: 707-826-5980  
E-mail: roy.furshpan@humboldt.edu

Agent: Jack Randall

Ed Arrendell

PRODUCTION CONTACT: Michael Moore

Tel: 707-826-5685

Fax: 707-826-5980

Email: mgm8@humboldt.edu

VENUE CONTACT: Roy Furshpan

Tel: 707-826-4411

Fax: 707-826-5980

Email: roy.furshpan@humboldt.edu

# Cécile McLorin Salvant Rider

This Rider attached to and hereby made part of the Performance Contract between  
The Management Ark f/s/o Cécile McLorin Salvant (hereinafter referred to as "Artist") and  
\_\_\_\_\_ hereinafter referred to as "Purchaser").

Performance Date: \_\_\_\_\_

City/State: \_\_\_\_\_

## I. SHOW REQUIREMENTS

In order to assure a quality concert, Purchaser agrees to provide Artist with the following at Purchaser's sole cost and expense:

- A. A professional sound augmentation system capable of providing clear, undistorted, evenly distributed sound throughout the audience area.
- B. Adequate stage lighting of a typical concert setting.
- C. All house programs, ushers, tickets, ticket sellers, all advertising and other requirements related to this engagement.
- D. All electricians, stagehands, spotlight operators and other employees required for the performance(s) hereunder, and for any rehearsals or sound checks required by the Artist. Artist reserves the right not to perform if the equipment provided by the Purchaser does not meet Artist's specifications.
- E. One (1) nine foot Steinway D acoustic grand piano. The piano must be tuned to A440 on the day of the performance. A piano tuner must be available at the sound check and at the intermission or at the end of the first show for touch-up. *-provided by university music department. In house Pianos only - AM* STET
- F. One bass, one drum set and a rug for the drum set, 8 feet x 8 feet (2.4 meters x 2.4 meters) in dimension, and microphones as specified in Exhibit A. *-Local backline - AM*
- G. Purchaser shall pay for all applicable guild fees, music license fees, union dues or local taxes, including ASCAP, SESAC & BMI. -AM  
STET

II. DRESSING ROOMS

- A. Purchaser agrees to provide separate, secure, comfortable and clean dressing rooms for Artists sole use. The rooms should be dry, well lighted and heated or air-conditioned as the weather dictates. The dressing room area should contain one iron & ironing board; adequate chairs, mirrors & coat rack with hangers; functional and clean restrooms. The dressing rooms are to remain available to Artist and her staff after the performance.
- B. Purchaser shall be solely responsible for the security of items in the dressing room area and shall make reasonable efforts to keep all unauthorized persons from entering this area, particularly while Artist is performing. Dressing rooms shall have strong, working locks and the keys shall be given only to Artist's representative.
- C. The dressing rooms are to contain: *- Must stay within the catering budget - run*
- A supply of non-carbonated bottle drinking water.
  - Fresh fruit, orange juice and apple juice.
  - Quality food sufficient for five (5) people comparable to entrees served in a four star restaurant to include vegetables, starch, salad and two of the following three dishes (chicken, fish/seafood or beef).
  - Hot water and an assortment of tea bags and honey.
  - Electrical outlet and when possible, Internet/wifi.

III. TRANSPORTATION

- ⇒ Local transportation - run*
- A. Purchaser shall provide and pay for the transportation between the venue and the hotel for the sound check and for the performance, and between the airport or train station and the hotel if the Artist is using such means of transportation.
- B. If there is no one at the airport or train station within thirty (30) minutes of Artist's arrival, Artist will rent the necessary vehicles and Purchaser agrees to reimburse Artist in full for the cost thereof prior to the first show.

IV. ACCOMMODATIONS

*⇒ accommodations will be at the Red Lion in Eureka or the Hotel Arcata - run*

All hotel accommodations will be arranged in advance by Artist's travel agent:  
Mr. David Sullivan / Protravel International / [REDACTED]  
Email: david.sullivan@protravelinc.com / unless other arrangements have been authorized by Artists' management. Purchaser shall provide and pay for 5 single rooms with king sized beds. All room and tax charges must be prepaid by Purchaser prior to the performance. Hotel arrangements must include a free breakfast plan or breakfast must

otherwise be arranged by Purchaser. Rooms will be reserved the day of the performance ~~and one (1) day prior to the performance if required by Artist.~~ Additionally, if an early check-in is required on the day of the show but cannot be ensured by the hotel, rooms must be secured the day prior to enable Artists to check in immediately upon their arrival. Artist shall be responsible for all incidental charges including meals (excluding breakfast), movies, phone calls and laundry.

V. PAYMENT/SETTLEMENT

Purchaser is to pay Artist's representative the guaranteed amount (or the balance of the guarantee if a deposit was paid) prior to the performance. Payments are to be in the form of a ~~cashier's check, university check, money order or wire transfer as specified in the contract or cash (if requested).~~ *cash*

VI. COMPLIMENTARY TICKETS

Purchaser agrees to reserve ~~twelve (12)~~ *10 small venue - Max* complimentary tickets for Artist for each performance. These seats must be in prime location. Purchaser agrees to provide Artist with a corresponding number of backstage/all access passes.

VII. TICKET SALES

- A. Purchaser agrees to provide Artist's representative with advance sales statistics preceding the date of the Event. Purchaser accepts full liability for counterfeit tickets. Under no circumstances will Artist assume loss of income from counterfeit tickets.
- B. Purchaser will clearly print the specific capacity, gross potential and ticket prices on the face of contract to which this Rider attaches.

VIII. CANCELLATION

- A. If the performance is canceled by Purchaser for any reason other than an Act of God, governmental restrictions, threat of terrorism, riot, strike, national or international emergency, or Artist's breach or default, Artist is to be paid the contract fee in full. In the event of such cancellation, Artist shall not be required to perform at a later time.
- B. Purchaser agrees that Artist may reschedule the engagement hereunder by giving Purchaser notice at least ninety (90) days prior to the date of this engagement if Artist is called upon to furnish her services in connection with a motion picture, Broadway production or prime time television program and if Artist, in her sole discretion, determines that this engagement might conflict with such other event, or with the rehearsal or preparation therefore. In any such instance, Artist shall reimburse Purchaser

for actual out-of-pocket expenses and non-refundable deposits and agrees to reschedule this performance within twelve (12) months of such cancellation. Any rescheduled date must be mutually approved by the parties hereto.

- C. Artist reserves the right to reschedule or cancel this contract without liability in the event of an Act of God (including death of a musician, close friend or family member), illness (including, without limitation, loss of voice or inability to sing), failure of means of transportation, severe weather, governmental restrictions, potential threat of terrorism, riot, strike, national or international emergency or when physical violence or injury is likely to occur. In any such instance, neither party will have any claim for costs or damages hereunder and Artist shall promptly return all deposits to Purchaser. Artist shall not be required to perform before any audience that is segregated on the basis of race or creed. Any rescheduled date must be mutually approved by the parties hereto.
- D. In the case of late arrival due to circumstances beyond the Artist's control (e.g. weather, traffic delays, flight cancellation or route changes, etc.) Purchaser must make all reasonable efforts to present the concert when Artist arrives in the city of the engagement. Purchaser cannot cancel the concert for the above reasons without Artist's consent. No reductions of the contract fee can be made if the concert takes place at a time other than originally scheduled.
- E. In the event of breach by Purchaser of any of the material terms, covenants or conditions of this contract or contract rider, Artist shall not be required to perform hereunder and Purchaser shall pay Artist the full amount of the performance fee as specified in the contract.

IX. RECORDING / BROADCAST / PRODUCTION CONTROL

- A. No portion of the performance(s) may be recorded, filmed, taped, broadcast or mechanically reproduced without prior written consent from Artist or her Management. If an unauthorized recording is discovered, Artist shall have the right to withhold her performance without prejudice to her rights hereunder. This does not apply to people with smartphones.
- B. Broadcasting or recording, if desired, must be approved by a separate agreement. No Exceptions. Immediately after the broadcast, the master recording(s) shall be returned to the Artist who shall be the sole owner thereof without restriction.
- C. Purchaser will deny entrance to any persons carrying unauthorized audio or video recording devices. This does not apply to people with smartphones.

X. BILLING

In all news releases, announcements, advertisements, posters and printed programs relative to this engagement, the billing should read as follows: A] "Cécile McLorin Salvant" or B] "Cécile McLorin Salvant with the Aaron Diehl Trio", whichever is applicable to the performance line-up.

XI. ADVERTISING AND MERCHANDISE SALES & RESTRICTIONS

- A. Purchaser agrees not to place signs, placards, banners or other commercial advertising material on or near the stage during the performance(s) nor shall Artist's appearance be tied to any commercial product or company without consent from Artist or her Management. Purchaser further agrees that Artist's name will not be used in association, directly or indirectly, with any product or service without Artist's prior written consent.
- B. Artist's designated representative shall have the right to sell merchandise at the venue in connection with Artist's performance. Purchaser shall be paid ten percent (10%) of net receipts from the sale of such merchandise or fifteen percent (15%) if Purchaser supplies a concessionaire. Purchaser is enjoined from selling or distributing any merchandise with Artist's likeness, any recordings, or other souvenir material at the performance(s) hereunder without Artist's written consent.
- C. Purchaser may use Artist's name, authorized pictures, photographs, and other life likeness to advertise and publicize this engagement, but such use shall not be an endorsement of any company, product or service. Such rights shall be in effect only during the period of this engagement.
- D. All advertising must include the following wording: visit: [www.CécileMcLorinSalvant.com](http://www.CécileMcLorinSalvant.com)  
→ Not in season brochure-nr

XII. SHOW PLACEMENT

- A. Whenever there is more than one act performing (festivals for example), Purchaser agrees to consult with Artist's Management and to position Artist in the lineup as directed.
- B. Replacement of any sidemen or change of the band composition shall not affect the terms of this agreement.

XIII. INSURANCE & INDEMNIFICATIONS

- A. Purchaser must obtain insurance or maintain insurance covering Artist's performance, including but not limited to: comprehensive general liability in the amount required by the venue but in no event less than one million (\$1,000,000.00) single limit, both for bodily injury and property damage. This insurance coverage shall be in full force and effect at all times that Artist is in the confines of the venue, its property or in transit thereto.
- B. Artist shall not be liable for injury to any guest, patron, investor, owner, employee or independent contractor or for damage to venue property, fixtures, or personal property caused by any person, including as a result of the installation or operation of equipment provided by Artist unless caused by gross negligence of Artist or Artist's agents.
- C. Purchaser shall defend and hold Artist, its officers, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only to the extent such damages are caused by or result from the negligent or intentional acts or omissions of the Purchaser, its officers, agents, or employees.
- D. Artist shall defend and hold Purchaser, its officers, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only to the extent such damages are caused by or result from the negligent or intentional acts or omissions of the Artist, its officers, agents, or employees.

XIV. SEVERABILITY OF TERMS

If any provision of this Agreement conflicts with any Federal, state or local law, rule or regulation, this Agreement shall be modified to the extent necessary to eliminate the conflict(s) and the rest of the Agreement shall remain in full force and effect.


XV. FAILURE TO FULFILL OBLIGATIONS

Each one of the terms and conditions of this contract is of the essence of this agreement and necessary for the performance contracted hereunder. In the event Purchaser refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform and retain any amounts paid to Artist by Purchaser, and Purchaser will remain liable to Artist for the full performance fee. Additionally, if Purchaser's financial standing or credit becomes impaired at any time prior to the date of the Event, Artist

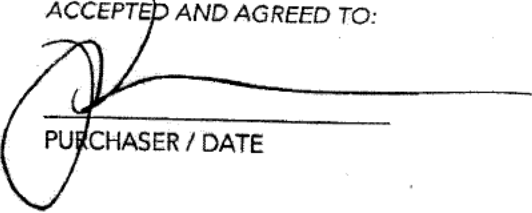
shall have the right to demand payment of the full contract fee prior to performing. If Purchaser refuses or is unable to pay, Artist shall have the right to cancel this engagement by notice to Purchaser and shall retain all amounts paid to Artist by Purchaser without recourse.

XVI. This Agreement may not be changed, modified or altered except by a written agreement, signed by the parties hereto. In the case of any conflict of terms with any other documents associated with this engagement, the terms contained in this Rider shall prevail.

ACCEPTED AND AGREED TO:

  
ARTIST MANAGEMENT / DATE  
8/19/2014

ACCEPTED AND AGREED TO:

  
PURCHASER / DATE

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To schedule advance press and logistics contact:

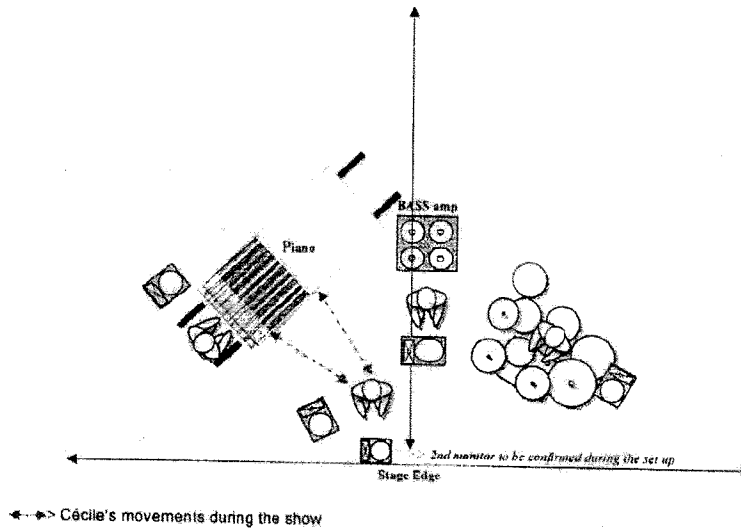
Rai Howell  




Exhibit A  
Stage Diagram, Instrument & Equipment Specifications  
(all instrument or equipment substitutions must be approved by Artist's Production Manager)

**STAGE PLOT – Cécile McLorin Salvant**

Updated on January 2014



**Microphone Summary - In house sound - MA**

**Vocal**

Earthworks SR40V vocal mic\_(provided by the artist unless otherwise noted)

**Piano**

2 high quality condenser microphones on boom stands

**Bass**

1 AKG 414 or Beyerdynamic M-88 TG microphone or equivalent (positioned in front of bass) on short boom stand

**Drums**

2 high quality condenser microphones (overheads) on tall boom stands

1 SM57 snare microphone on boom stand

~~1 AKG D112 kick microphone on short boom stand~~

*HOUSE Mic only  
P/S*

Exhibit A (cont.) - Local back line only.  
provided by the university's  
music department. - 27

Instrument & Equipment Specifications

(all changes or substitutions must be approved by Artist's Production Manager)

Piano

9' Steinway Grand

Bass

Juzek type bass Spirocore weich strings, adjustable bridge

Realist Upright Bass pickup

Gk MB150-112 amp. Other acceptable amps: SWR SM-400 w/ 4x10 cabinet; GK 800 RB w/ 4x10 cabinet.

Mics: Bassist brings two mics:

1. DPA 4099b, a bass-mounted condenser microphone, requiring an XLR cable and 48v Phantom Power.
2. Beyerdynamic M-88 TG, a hyper-cardioid dynamic microphone, requiring an XLR cable and a 1 meter stand. (Optional)

Drums

One drum set in first class condition.

One drum rug, 8 feet x 8 feet (2.4 meters x 2.4 meters) in dimension

Drum set in order of preference: Gretsch, Sonor, Pearl, Canopus (professional model)

Please contact artist's management for complete drum specs

House Rugs only: 2-4' x 8'  
DTF.

**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 60 150 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. A

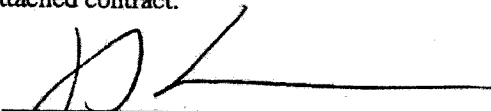
11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, the cost of backline equipment), or any equipment not listed as available in the Van Duzer Theater technical specifications packet, regardless of whether or not they are listed as 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

  
\_\_\_\_\_  
For CenterArts

\_\_\_\_\_  
Tax ID/Social Security #

  
\_\_\_\_\_  
For University Center

Updated: April, 2009