

JODI F. SOLOMON

Speakers Bureau

295 Huntington Avenue, Suite 211
Boston, MA 02115
617-266-3450
fax: 617-266-5660
jodi@jodisolomon.biz
www.jodisolomonspeakers.com

Contract 5302

Roy Furshpan
Director, CenterArts
Humboldt State University
1 Harpst Street
Arcata, CA 95521 USA

This Contract entered as of 4/25/2014, by and between:
JODI F. SOLOMON SPEAKERS BUREAU INC.
(hereafter referred to as JFSSBI)

the: Humboldt State University
(hereafter referred to as SPONSOR).

Any changes, stipulations, or deletions, including corrective lining out by the SPONSOR will not be considered agreed to or binding unless such modifications have been initialed or otherwise approved in writing by Jodi F. Solomon Speakers Bureau Inc. The parties agree they want to do business together and, in order to foster cooperation, the parties agree to act at all times in good faith with fair dealings.

SPONSOR wishes to engage JFSSBI to procure the following ARTIST, as hereinafter identified, for the purpose of providing the services of: Nell deGrasse Tyson (Hereinafter referred to as ARTIST), to lecture (perform) at the date, time specified below (THE EVENT).

DATE OF PROGRAM: Tuesday, April 14, 2015
TIME OF PROGRAM: 6:00pm - Dinner with hosts; 8:00pm - Lecture
PLACE OF PROGRAM: Van Duzer Theatre (on campus)
SEATING CAPACITY: 800

1): TERMS:

HONORARIUM: \$55,000.00 NET to JFSSBI. No taxes whatsoever will be deducted from this honorarium. SPONSOR shall be responsible for and pay any and all federal, state, and local rental, amusement, sales or other such taxes and for providing written detail to JFSSBI. In addition SPONSOR shall pay all fees associated with any wire transfers or foreign exchange rates.

2): EXPENSES WILL BE PAID AS FOLLOWS:

-1st Class Airfare: (SPONSOR TO PROVIDE) JFSSBI or ARTIST reserves the right to purchase fully refundable airline tickets. JFSSBI will allow SPONSOR to purchase non-refundable airline tickets only if ARTIST agrees and accepts proposed itinerary; SPONSOR agrees to assume all risk and liabilities related to purchase of said tickets, including any and all penalties and fees

-Lodging: SPONSOR shall provide and prepay for all lodging, taxes & meals in a full service hotel which shall be pre-approved by JFSSBI. Such approval will not be unreasonably withheld. Please ask hotel to provide a pitcher of iced water and glasses

-Meals: (SPONSOR JFSSBI)

Ground Transportation: SPONSOR shall provide and pay for all ground transportation: to/from airport at both locations and to/from hotel/venue.

Original receipts for travel and other reimbursable expenses will not be provided to the SPONSOR unless requested at the signing of this contract. Original receipts required? YES NO

WITH THE EXCEPTION
OF THE CALIFORNIA
FRANCHISE TAX BOARD
WITHHOLDING AS
REQUIRED BY LAW

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OF THE CALIFORNIA
FRANCHISE TAX BOARD
WITHHOLDING AS
REQUIRED BY LAW

UNIVERSITY RIDER IS MADE AN INTEGRAL
PART OF THIS AGREEMENT

3) **CONFIDENTIALITY:** The terms and conditions of this Contract are proprietary and shall remain confidential between the SPONSOR's organization and JFSSBI unless otherwise required by law

4) **RIDER:** This attached addendum (if checked) is fully incorporated as part of this contract and must be signed and returned with this Contract. Attached No Rider

5) **STAGE & A.V. REQUIREMENTS:** Unless otherwise specified in an attached rider, please provide the following: SPONSOR shall provide at their own cost, a well- lighted, climate-controlled, and proper place for the program, in good condition, together with a lighted podium, a public address system and all necessary stage accessories and properties. Please provide a pitcher of cold filter water (no ice) & a clean glass on the podium

6) **PROMOTIONAL MATERIALS:** All biographical and photographic information for this Event shall be provided exclusively by: a) JFSSBI; b) or by SPONSOR's use of the ARTIST's website. <http://www.haydenplanetarium.org/tyson/> ONLY. For book orders, please contact JFSSBI.

7) **USE OF ARTIST'S PRESENTATION:** a) No audio, visual, digital or written reproduction of the ARTIST's presentation may be made, rebroadcast, streamed live or via the Internet, in any form or in any length, without the prior written approval of JFSSBI. b) No use of ARTIST's name or likeness may be used as an endorsement of any product, service, or in connection with any commercial tie-in to the EVENT without prior written approval of JFSSBI. d) As used in this paragraph, (7a&b), such approval may be withheld at the sole discretion of JFSSBI. d) SPONSOR will exercise best efforts to prevent audience members from engaging in conduct prohibited by this paragraph.

8) Other than the EVENT, no additional appearances, seminars, receptions, dinners or media interviews shall be planned by the SPONSOR nor expected of the ARTIST.

9) SPONSOR agrees to pay JFSSBI, as consideration for ARTIST services, the amount set forth under the TERMS above.

~~a) To secure this Event, A DEPOSIT OF FIFTY PERCENT \$27,500.00 U.S. dollars, shall be received by JESSBI BY: 5/9/2014 with the return of the signed contract~~

~~b) This Event may not be publicized until a signed copy of this contract has been returned and the deposit has been received and cleared by the bank~~

~~c) The deposit paid is non-refundable in the Event of a cancellation for reasons not set forth in this Contract~~

~~d) The remaining balance shall be received by 4/15/2015~~

e) All late payments will accrue finance charges of 1.5% per month.

Full \leftarrow
vi.

UNIVERSITY CANNOT PAY DEPOSITS

f) **OPTIONS FOR PAYMENT:** Federal TAX ID #: [REDACTED]

-By Check and mailed to:

JODI SOLOMON SPEAKERS INC., 295 HUNTINGTON AVENUE, SUITE #211, BOSTON, MA 02115.

OR:

-ELECTRONIC PAYMENT:

Rockland Federal Credit Union - 241 Union Street, Rockland, MA 02370

Account Name: Jodi Solomon Speakers Bureau

Account Number: [REDACTED]

ALL PAYMENTS BY UNIVERSITY CHECK 

Note: as this is a credit union there is no SWIFT number. Please include your organization name and contract number.

10) **Force Majeure:** SPONSOR cannot cancel the EVENT except due to circumstances beyond their control including, but not limited to, exchange controls, export or import controls, or any other government restrictions, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, and lockouts, or any other similar cause beyond the control of the SPONSOR or by an Act of God, in which case all honorarium fees paid shall either be (1) applied to rescheduling the Event to a mutually agreeable date or (2) fully refunded.



11) JFSSBI and SPONSOR agree that, should the ARTIST be unable to appear as scheduled due to illness, unforeseen personal or professional emergency, Act of God, JFSSBI and ARTIST will have no liability for expenses or losses incurred by the SPONSOR, and that JFSSBI will refund any honorarium payments it has received from the SPONSOR within 7 days of the scheduled Event. SPONSOR agrees that the ARTIST reserves the right to cancel this Event thirty days prior without penalty.

12) If the ARTIST cannot appear, JFSSBI will exercise best efforts to notify the SPONSOR, and to arrange for a mutually agreeable change of date or substitute Artist. If JFSSBI is unable to arrange for an Artist who is acceptable to the SPONSOR, all honorarium fees paid to JFSSBI will be refunded in full to SPONSOR within seven days of the notification. If ARTIST attempts to attend event and inclement weather or Force Majeure (as referenced above in 10) prohibits as such, any and all expenses for the unrecoverable extra ordinary "Trip in Vain" would be shared between JFSSBI and SPONSOR.

13) In the event that the ARTIST is unavoidably delayed, but arrives and a) presents the program in full or b) is then ready, willing and able to present the program in full, the Event will be considered to have been completed as agreed, and any and all honorarium and expenses shall be due in full.

14) SPONSOR acknowledges and agrees that the EVENT is limited to the PROGRAM set forth on page one. Any consent by the ARTIST regarding additional appearances including but not limited to seminars, receptions, meals, media interviews, classes and/or book signings is wholly incidental, gratuitous and not material to this contract. ARTIST's failure to attend or participate in such additional appearances shall not constitute a breach of this Contract. Nonetheless ARTIST agrees to exercise best efforts to accommodate SPONSOR's requests that ARTIST attend or participate in such additional appearances.

15) In the event SPONSOR cancels under force majeure but ARTIST is ready, willing and able to perform, then all expenses of ARTIST relating to the EVENT shall be paid in full by SPONSOR.

16) JFSSBI is not responsible to the SPONSOR or promoter for any lost income due to any refunded ticket sales or other loss of revenues or opportunities due to the non-appearance by the ARTIST.

17) JFSSBI is not responsible for the content of the ARTIST's performance or actions and will make no deductions from the honorarium or expenses due on such grounds. If ARTIST chooses not to use AV Equipment for any reason, SPONSOR will not make any deductions from the honorarium or expenses due to JFSSBI.

18) SPONSOR acknowledges, understands and agrees that JFSSBI is acting only as a managing agent in connection with the ARTIST, and undertakes to furnish the services herein provided, but shall not be responsible or liable in any way whatsoever for any statement made by the ARTIST, or any act, statement or commitment made by the ARTIST not included in this Contract. SPONSOR further acknowledges, understands and agrees, ARTIST is an independent contractor and not an employee of JFSSBI.

19) SPONSOR acknowledges and agrees that, for three years following the EVENT, JFSSBI shall be the sole agent for any and all EVENT in which SPONSOR seeks or obtains the services of ARTIST.

20) SPONSOR agrees not to name JFSSBI and/or any or all of its, current and former agents, contractors, officers, directors, trustees, shareholders, employees, servants, successors, assigns and volunteers, as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission by ARTIST pursuant to or in connection with this contract. To the fullest extent permitted by law, the SPONSOR will defend, indemnify, protect and hold harmless JFSSBI along with each of JFSSBI's current and former agents, contractors, officers, directors, trustees, shareholders, employees, servants, successors, assigns and volunteers, from and against any and all claims, damages, losses and expenses (including but not limited to attorney's fees, expert witness fees and litigation costs) arising out of, or resulting from the performance of its operations or services and for the acts or omissions of its current and former agents, contractors, officers, directors, trustees, shareholders, employees, servants, successors, assigns and volunteers, or any third party for whom it is responsible, regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this Contract.

21) The relationship between JFSSBI and SPONSOR hereunder shall at all times be that of independent contractors and nothing contained herein shall render or constitute the parties as joint venturers, partners, or agents of each other. Neither party will be liable for any representation, act or omission of the other contrary to the provisions of this Contract. This Contract shall not be deemed to give any right or remedy to any third party unless such right or remedy is specifically granted by both parties in writing to such third party.

22) Cancelling the EVENT due to insufficient ticket sales does not relieve the SPONSOR of their responsibility to fulfill the financial terms of this Contract.

23) In the event that the ARTIST arrives or is en route when SPONSOR cancels the Event due to circumstances beyond their control (Force Majeure), it is agreed by all parties that the cost of airfare, and/or other unrecoverable expenses shall be paid in full by SPONSOR.

24) SPONSOR or its representative warrants that the signer of this contract is a duly authorized representative of SPONSOR. The signed Contract is acknowledgment that the ARTIST has accepted this Event and has agreed to appear at the time and place specified above.

25) It is requested that SPONSOR shall complete and send the attached itinerary form with detailed background information about this EVENT to JFSSBI not less than THIRTY days in advance in order to coordinate the EVENT. Please include any materials that will assist the ARTIST in preparing for this Event.

26) This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one Contract.

27) The captions in this Contract are inserted for convenience of reference only and should not be construed to define, describe or limit the scope or intent of this Contract or any of the provisions contained herein.

28) If any term or provision of this contract is found to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby.

29) This Contract shall be governed, construed and enforced in accordance with the laws and regulations of the Commonwealth of Massachusetts and cannot be modified or changed except upon a writing signed by both parties. In the event of any controversy, dispute or claim arising out of or relating to this Contract or breach thereof, an aggrieved party must provide written notice to the other party, such notice to be delivered by a nationally recognized overnight delivery service with proof of attempted delivery. Following such notice, the parties shall first attempt to settle the matter within forty five (45) days through good faith negotiation. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute by mediation administered by JAMS or a similar nationally- recognized mediation company. The costs of such mediation shall be shared equally by the parties. If the parties are unsuccessful at resolving the dispute through mediation, any party may file a civil action. The parties agree that the exclusive jurisdiction and venue for the enforcement of this Contract or the litigation of any controversy or claim arising out of or relating to this Contract shall be any court of competent jurisdiction within Suffolk County, Massachusetts. SPONSOR expressly waives any and all objections that SPONSOR may have as to the venue of such court.

CONTRACT # 5302

Humboldt State University

Executed as a sealed instrument this _____ DAY, _____ 2014

The SPONSOR acknowledges that (s)he has read the entire Contract and understands all of the contents herein.

ORGANIZATION: HUMBOLDT STATE CENTRAL ARTS

SPONSOR'S SIGNATURE: [Signature] Date: _____
(Duly Authorized)

PRINT OR TYPE NAME: _____

TITLE: _____

FOR JODI F. SOLOMON SPEAKERS: [Signature] DATE: 4/26/14
Bill Fargo, Vice President

Please sign a copy of this Contract and return by: 5/9/2014
-Via fax: 617.288.5660 or by email: jodisolomon@jodisolomonspeakers.com or
-Mail to: Jodi Solomon Speakers, 295 Huntington Avenue Suite #211, Boston, MA 02115

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT [Signature]

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

IN-HOUSE SOUND, LIGHTS & PRODUCTION [Signature]

CONTRACT # 5302

Humboldt State University

JODI F. SOLOMON

Speakers Bureau

295 Huntington Avenue, Suite 211
Boston, MA 02115
617-266-3450
fax: 617-266-5660
jodi@jodisolomon.biz
www.jodisolomonspeakers.com

INVOICE

Our Federal [REDACTED]

[REDACTED] the following types of payments:

By CHECK AND MAILED TO:

JODI SOLOMON SPEAKERS INC., 295 HUNTINGTON AVENUE, SUITE #211, BOSTON, MA 02115

OR:

ELECTRONIC PAYMENT:

[REDACTED]

To:
Roy Furshpan
Director, CenterArts
Humboldt State University
1 Harpet Street
Arcata, CA 95521 USA

Date: 4/25/2014

Terms: Due upon receipt.

Speaker / Artist: Neil deGrasse Tyson

Date of Program: 4/14/2015

Date of Contract: 4/25/2014

Description

Deposit:	\$27,500.00 USD
Total:	\$27,500.00 USD

Any wire, bank or exchange fees must be paid by the SPONSOR.
The above fee reflects the NET to Jodi Solomon Speakers Bureau.

If applicable, SPONSOR shall pay all state, entertainment, non-resident, or other taxes and provide verification of such in writing to JFSSBI. This does not include federal taxes as ARTIST is an independent contractor and will file as such.



Dr. Neil deGrasse Tyson

TECHNICAL AND PROMOTIONAL RIDER

Promotional Materials: Use his WEBSITE ONLY for all promotional needs.

<http://www.haydenplanetarium.org/tyson/>

<http://www.haydenplanetarium.org/tyson/press-kit>

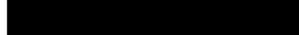
PLEASE do not use other information! The Internet is full of out-of-date or inaccurate information

***** You may use a photo from Dr. Tyson's website with permission from the photographer; you should contact them directly:**

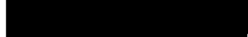
Cutty McGill



Bruce Caines



Patrick Queen



Jared Pava



Dan Deitch



**Other photos available
from:**

Chris Cassidy



David Gamble



Dr. Neil deGrasse Tyson

TECHNICAL AND PROMOTIONAL RIDER

Logistics:

Ground Transportation:

SPONSOR will be responsible for covering all ground transportation charges. An invoice for ground in NYC will be sent following the event.

Hotel Accommodations: (if applicable)

-Upon Dr. Tyson's arrival to the hotel, please have a pitcher of ice water and clean glasses, assorted granola bars, a turkey club sandwich with chips and whole, washed fruit in his room.

Presentation Preferences:

-Please provide a hand held microphone

-Dr. Tyson will use Powerpoint (4:3) and will need a state of the art screen (will have images, no audio). Dr. Tyson will use his own laptop MacBook Pro 15" Retina, and travels with all necessary cables. (dongle to the Thunderbolt port for VGA, and can output directly to HDMI). *-VGA only Dr*

-If the projection screen is separated from the speaking area (typically in a very wide room), please let us know. Dr. Tyson may need to change his presentation accordingly.

-Please arrange for his laptop to be with him on stage. Dr. Tyson prefers to control the slides at the pace of his lecture.

-Internet access if no real hassle would be great!

Event Tickets:

Dr. Tyson requests 10 complimentary event tickets. If these are not used, they can be released three hours prior to event for wait list.

Regarding Question/Answer sessions:

Audiences have shown a deep appreciation for the live (not pre-written) Q&A sessions that follow Dr. Tyson's talks. His answers, even to simple questions, are informative and entertaining in ways that benefit the entire audience, not just the one who asked the question. In many cases, the audiences have said that Tyson's Q&A sessions rival the talk itself. In particular, he is facile with questions of all varieties, from people of all ages, and from all cultural and political demographics

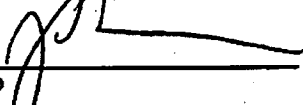
Please note:

- Q&A is open to the entire audience
- **No written questions:** Dr. Tyson feels this disrupts the conversational aspect of the Q&A

Food Preferences

- Ice water in a pitcher with a glass. (Tap water)
- Sparkling water with a lime at reception instead of alcohol is preferred.
- Turkey Club sandwiches with potato chips (kettle cooked)
- Iced Tea-if regional is appreciated. **NO COFFEE.** Real hot chocolate (not mix). Soup. Homemade ice cream from local places.
- **FRUIT** in the morning is great (apple, banana, orange, especially when leaving for early flights)

Agreed and Accepted:



Name

Organization

Date

Itinerary for Tuesday, April 14, 2015

Dr. Neil deGrasse Tyson
Humboldt State University – Arcata, CA
www.humboldt.edu/centerarts

Arriving on Tuesday, April 14th

Venue: Van Duzer Theatre (on campus)

Suggested Attire: *Casual*

EVENT DETAILS:**Tuesday, April 14th**

[TIME]: *JSS TO ENTER AIRLINE INFORMATION (FLIGHT CONFIRMATION)*
[Airline] Customer Service: *to be completed once travel is booked*

[TIME]: Speaker will be met by: (cell:)
Location of pick-up: baggage claim, arrival gate, landmark, etc.
Escorted to:
Estimated Distance and Travel Time:

HOTEL: **Name of Hotel**
Address:
Phone:
Confirmation:

SPONSOR CONTACTS:Contact 1:

Name & Title: Roy Furshpan, Director
Address:
Work Phone: 707-826-3928
Cell Phone:
Email: rmf7001@humboldt.edu

Contact 2:

Name & Title:
Address:
Work Phone:
Cell Phone:
Email:

[TIME]: Speaker will be met by (cell:) and escorted to:
Location of pick up:
Estimated Distance and Travel Time:

6:00PM Event: Dinner with hosts
Length of Event:
Location of Event & Specific Entrance:

8:00PM Event: Lecture
Length of Event:
Location of Event & Specific Entrance:

Event Details:

Introduction by: Title:
Length of Lecture:
Title of Lecture:
Audio-Visual Set Up:
The theme of the event:
Audience (# and description): 812 capacity, students and non students
If speaker has a book, has the audience read it?
Past Speakers for Event:
Is this event open to the public? Yes Is this event required?

[TIME]: Speaker will be met by (cell:) and escorted to: Hotel
Location of pick up:
Estimated Distance and Travel Time:

Wednesday, April 15th

[TIME]: Speaker will be met by (cell:) and escorted to: Airport
Location of pick up:
Estimated Distance and Travel Time:

[TIME]: **JSS TO ENTER AIRLINE INFORMATION (FLIGHT CONFIRMATION)**
[Airline] Customer Service: to be completed once travel is booked

[TIME]: **JSS TO ENTER ARRIVAL DESTINATION INFORMATION AND
GROUNDTRANSPORTATION**

*PLEASE BE AWARE THAT THE SPEAKER IS UNDER NO OBLIGATION TO ATTEND OR PARTICIPATE IN
EVENTS THAT ARE NOT LISTED ON THIS SCHEDULE, AND THAT HAVE NOT BEEN PREVIOUSLY
APPROVED BY THE SPEAKER OR JODI SOLOMON SPEAKERS BUREAU.

**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.

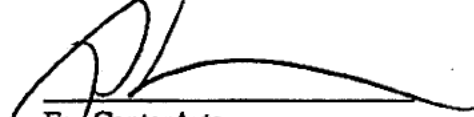
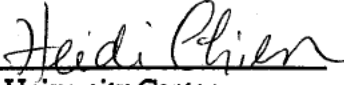
12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee.

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.


William Fargo
For Artist


Tax ID/Social Security #


For CenterArts

For University Center

Updated: April, 2009