



UNITED TALENT AGENCY

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

THIS CONTRACT for the personal services of the Artist on the engagement described below is made Thursday, May 29, 2014, between the undersigned purchaser of performances (herein called 'Purchaser') and the undersigned Artist (herein called 'Artist').

Attached addenda and Artist 's Rider are made part of this contract herein.

Artist/Producer: Nick Offerman Tax ID: [REDACTED]

Engagement Venue: Humboldt State University: Van Duzer Theatre Sequoia Ave Arcata, CA 95521 IN-HOUSE SOUND, LIGHTS & PRODUCTION

Date(s) of Engagement: Sunday, October 05, 2014 No. Shows: 1

Show Times: Date: Sunday, October 05, 2014 Show Time: 8:00 PM

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

Show Details: Show Length : Approx. 60 Min. -This engagement may utilize discounted tickets for season subscribers.

Cap:812 Tickets are \$25.00 for students and \$55.00 for the general public.

Billing: 100% Headline

Compensation: Guarantee - \$27,500.00 USD Flat

Transportation and Accommodations:

Accommodations: Purchaser to provide and pay for hotel suite.

Hotel Arcata or Red Lion in Eureka CA provided in House -run

Ground Transportation: Purchaser to provide and pay for first class, professionally driven local ground transportation.

Purchaser will make payments as follows:

Table with 2 columns: Due Date, Amount(%). Row 1: 10/5/2014, \$27,500.00 (100%) plus any bonuses and/or reimbursements prior to show

no bonuses. All reimbursements must be submitted 60 days prior to 10/5/14 or check will be mailed. -run

All payments shall be paid by PURCHASER in U.S. Dollars (unless otherwise mentioned), by certified or cashiers check, money order, wire or cash as follows: ALL PAYMENTS BY UNIVERSITY CHECK

Payments Remittance: BANK WIRE INFO: United Talent Agency, Inc.

PAYMENT MAILING INFO:

[REDACTED BANK WIRE INFO]

[REDACTED PAYMENT MAILING INFO]

Check Made Out To: Nick Offerman

Buyer Signed Contract: Buyer signed contract and rider due to United Talent Agency no later than Friday, September 05, 2014.

Deal Notes:

Artist Rider: Purchaser shall provide and pay for all terms and conditions contained in the Artist rider and shall comply with all provisions thereof.

Cancellation: Artist has the right to cancel this engagement, without liability, by giving Purchaser notice 30 days prior to the commencement date of the engagement date hereunder.

Contact:

Agent: Douglas Edley
Phone: (310) 776-8151
Fax: (310) 205-5679
Email: EdleyD@unitedtalent.com

Production Contact: Furshpan, Roy
Phone: (707) 826-3928
Email: Roy.Furshpan@humboldt.edu

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

PURCHASER:



Humboldt State University: Van Duzer Theatre
Roy Furshpan
Sequoia Ave
Arcata, CA 95521
Ph: (707) 826-3928
Email: Roy.Furshpan@humboldt.edu

ARTIST:



Nick Offerman
c/o

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

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

A. COMPENSATION

- (1) Unless otherwise specified, ~~all payments shall be made in full without any deductions whatsoever.~~ If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER'S agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement(s).
- (3) In the event that the payment of PRODUCER'S share of said performance(s) receipts is based in whole or in part upon expenses related to the engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED, NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER'S representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER'S representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement(s) hereunder.
- (5) PURCHASER agrees that any inclusion of ARTIST'S performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (6) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER'S prior, written consent, which shall be given or withheld in PRODUCER'S sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement(s), including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, and all necessary first class sound equipment in perfect working condition including amplifiers, microphone(s) in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all

necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.

(2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached Artist Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.

(3) PURCHASER agrees to pay all amusement taxes, if applicable.

(4) PURCHASER shall 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 and PRODUCER.

(5) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.

(6) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance (s).

D. PRODUCTION CONTROL

(1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST(s) herein specifically named.

(2) ARTIST(s) shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.

(3) PURCHASER agrees to promptly comply with PRODUCER'S directions as to stage settings for the performance hereunder.

(4) It is understood that no stage seats are to be sold or used without PRODUCER'S prior written consent.

E. EXCUSED PERFORMANCE

(1) PRODUCER'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of any public authority or any other cause, similar or dissimilar, beyond PRODUCER'S control (collectively "Force Majeure"). (2) In the event of illness, disability or death of ARTIST (or of any of ARTIST's immediate family members or of any key member of ARTIST's band or crew), strike, law, Act of God, governmental regulation or other Force Majeure occurrence, and PRODUCER or ARTIST is unable or is prevented from performing the Engagement or any part thereof, PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such illness or Force Majeure occurrence. Notwithstanding the foregoing, in the event of such non-performance for any of the reasons stated herein, if ARTIST is ready, willing, and able to perform (but for such occurrence), then PURCHASER shall nevertheless pay PRODUCER the full GUARANTEE plus all other Compensation due hereunder. In all instances, PURCHASER shall remain responsible for all transportation, accommodations and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other Compensation due hereunder if the performance(s) called for herein is prevented by such weather conditions, regardless of which party (PRODUCER, ARTIST or PURCHASER) cancels the Engagement. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party. PRODUCER shall have the sole right to determine in good faith whether any weather conditions shall render the performance(s) impossible, infeasible, hazardous or unsafe.

G. PRODUCER'S RIGHT TO CANCEL

Unless stipulated to the contrary in this Agreement, PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder.

H. BILLING

(1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements. (2) ARTIST(s)/PRODUCER agree that PURCHASER may only use ARTIST(s)'s name, and ARTIST pre-approved: pictures, photographs, image, or other pre-approved identification of ARTIST in connection with the advertising and publicizing of the Engagement hereunder, but such use shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER'S prior written approval. Such rights shall extend and continue in effect only during the period beginning with the execution of this Agreement and ending upon completion of the Engagement hereunder.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

→ 80/20 split - MA

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER'S personnel at any time during the Engagement.

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement(s) and/or fails to furnish PRODUCER or ARTIST(s) with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER'S sole discretion), without prejudice to any other rights and remedies to: (i) terminate this Agreement and cancel any or all remaining Engagement(s) hereunder, in which event PRODUCER shall have no further liabilities and/or obligations in connection therewith; (ii) retain all

amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; and (iii) receive the GUARANTEE (or the balance thereof) and all other Compensation due pursuant to this Agreement; and PRODUCER/ARTIST shall have no further liabilities and/or obligations in connection with this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER'S opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other Compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER'S sole discretion), without prejudice to any other rights and remedies, to: (i) terminate this Agreement and cancel any or all remaining Engagement(s) hereunder, in which event PRODUCER shall have no further liabilities and/or obligations in connection therewith; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; and (iii) receive the full GUARANTEE (or balance thereof) and all other Compensation due pursuant to this Agreement; and PRODUCER/ARTIST shall have no further liabilities and or obligations in connection with this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, during the term of this Agreement, accident and employer's liability and public liability insurance of adequate amounts in light of the likely liability that could arise (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any) indemnifying and holding PRODUCER, ARTIST(s) and ARTIST(s)'s traveling party and PRODUCER/ARTIST'S employees and agents harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any performance given under this Agreement or arising out of or in connection with this Agreement.

(2) Without limiting the generality of the foregoing, PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including, without limitation, reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

M. ROLE OF REPRESENTATIVE

UNITED TALENT AGENCY acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of UNITED TALENT AGENCY, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join UNITED TALENT AGENCY 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 pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable 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 PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such 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.

(2) This (and any PRODUCER: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties.

(3) This Agreement shall be construed in accordance with the laws of Los Angeles County in the state of California applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Los Angeles County in the state of California in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Los Angeles County in the state of California and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(4) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(5) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(6) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER 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. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

(7) The terms "ARTIST(s)" and "PURCHASER(s)" as used herein shall include and apply to the singular and the plural and to all genders.

NICK OFFERMAN RIDER

- TECHNICAL REQUIREMENTS
 - Wireless hand held mic and boom stand
 - 1/4" plug-in for an electric-acoustic guitar
 - 1 monitor
 - Music stand
 - Acoustic guitar stand
 - Professional house sound and lights system
 - Someone at the venue who has a working knowledge of all the Audio equipment to be available for sound check and for the duration of the show
 - Table to sell Merch after the show
 - Pre-show music should include the following Artists – or others of similar genre: Tom Waits, Bob Dylan, Johnny Cash, Neil Young, They Might Be Giants, Fleet Foxes, Mumford & Sons, Iron & Wine, Willie Nelson, Wilco, Arcade Fire, Band of Horses

- CATERING / BACKSTAGE HOSPITALITY
 - Bottled water
 - Diet Coke
 - Cold beer (Guinness, Newcastle, Anchor Steam, or Corona)
 - Take-out from legendary local restaurants (i.e. in Kansas City – best BBQ, in Philly – best cheese steak, etc.)
 - *Note: if local take-out is unavailable, meat & cheese tray below may be substituted*
 - Cheese (Cheddar, Gruyere, & Pepper Jack)
 - Crackers
 - Salami (or other local meat specialty if available)

- SECURITY
 - Appropriate security must be provided at venue

- RECORDING/PHOTOGRAPHY/BROADCAST
 - Absolutely NO part of any performance may be broadcast or reproduced either by audio or visual means without the prior written permission of Artist
 - IMPORTANT: Please post signs and have an announcement at start of show that absolutely no pictures, audio or video recording of any kind is allowed during performance. Please have ushers available in venue to monitor.
 - If you become aware that any photographs or recordings being taken, please take appropriate action to confiscate the film or erase the digital image

- ADVERTISING/PUBLICITY/PROMOTIONS
 - All materials used for advertising or promotional purposes must be "approved material" as supplied by Agent, Manager, Publicist or Artist
 - Absolutely no other materials are to be used without prior written approval
 - Please send all promotional materials to the below contact for approval:
 - Heidi Feigin at United Talent Agency
 - Email: feigin_h@unitedtalent.com
 - [REDACTED]

Any changes or questions pertaining to this rider MUST be directed to Heidi Feigin by phone at [REDACTED] email: feigin_h@unitedtalent.com

Accepted: _____

Purchaser

_____ Date

**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.

Handwritten:
the actual
in agreement
per A.P.
9/5/14

Handwritten:
per A.P.
9/5/14

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



For CenterArts

Tax ID/Social Security #



For University Center

Updated: April, 2009

CENTER ARTS

Technical Information Packet
JOHN VAN DUZER THEATER 7/1/14

CONTACT INFO & MAILING ADDRESS:

CenterArts, Humboldt State University
1 Harpst St., Arcata, CA 95521
707.826.3928, *office*
707.826.5980, *fax*

SHIPPING ADDRESS:

CenterArts, Humboldt State University
1 East Laurel Dr.
Arcata, CA 95521

STAFF:

DIRECTOR: Roy Furshpan
Roy.Furshpan@humboldt.edu

EVENT COORDINATOR: Michael Moore Jr.
mgm8@humboldt.edu

TECHNICAL DIRECTOR: Dan Stockwell
danstockwell@humboldt.edu

ADMINISTRATIVE COORDINATOR: Kayla Johnson
carts@humboldt.edu

TICKET OFFICE MANAGER: Jessica Lende
ticket@humboldt.edu

ADVANCE & CREW INFORMATION

The house production staff consists of a mix of professionals, semi-professionals & trained students who are supervised by a full-time Technical Director. All stagehands are non-union.

The Technical Director handles all the advancing for all sound, lighting, and staging needs. The Event Coordinator handles all the advancing for all hospitality, parking and merchandise needs.

PARKING PERMITS

You must obtain a "service vehicle" parking permit from the CenterArts office to park in or near any loading dock. You must have a "service vehicle" parking permit or a daily permit purchased from a parking services kiosk to park in any general parking space on campus. Parking laws are strictly enforced on campus.

FIRE MARSHALL PARKING CODE

Our State Fire Marshall allows temporary parking in the "red" zones on campus ONLY IF the driver is awake and is in the vehicle. This rule is STRICTLY enforced and patrolled regularly.

TRUCKING RESTRICTIONS

Due to regulations, tractor-trailers are restricted to less or equal to sixty-five (65) feet overall combination length and a maximum 40 feet kingpin-to-rear-axle (KPRA) length on portions of certain California Highways leading to Arcata. For more information regarding the regulations please contact our local California Highway Patrol office at 707.822.5981, or visit:

<http://www.dot.ca.gov/hq/traffops/engineering/trucks/truckmap/truckmap-d01.pdf>

The restrictions take place beginning on Highway 101 heading north at Leggett, CA. In addition, heading west on Highway 299 at Whiskey Town, CA.

The following companies can switch out the longer tractors to shorter ones in order to transport the trailers through the restricted zones. Please note: CenterArts is not affiliated with any of these companies, and it is the sole responsibility of the Artist and its management to procure the means to transport your show to Arcata.

AL LEWIS TRUCKING
1721 Ditty Ave.
Santa Rosa, CA
800.227.5528

STUART CREPS TRANSPORTATION
2940 Sunnygrove Ave.
McKinleyville, CA 95519
707.840.9557 • 707.498.2875

CUSTOMER TRUCK SERVICE
1945 Hilfiker Ln.
Eureka, CA 95503
800.223.1614

EXPRESSWAY TRANSPORT, INC.
P.O. Box 750098
Petaluma, CA 94975
707.763.3503

SHUSTER TRANSPORTATION
750 E. Valley St.
Willits, CA 95490
707.459.4131

ROTBERGS HUMBOLDT ENTERPRISES, INC.
101 Murrish Rd.
Redway, CA 95560
707.923.3440

JOHN VAN DUZER THEATER

Lighting Technical Specifications as of 7/1/14

POWER DISTRIBUTION

- 3 - 200A, 120/208V, 3-phase, 5-wire electrical panel (Cam-Lok or lug connectors) 2 located down stage left, 1 located down stage right.
- 1 - Company Switch: 400A, 120/208V, 3-phase, located down stage right. (Cam-Lok only)
COMPANY SWITCH SHARES 400A POWER WITH HOUSE DIMMERS, please consider this if you are using our house lighting systems with yours.
- 1 - Bus shore power available, 50' run, 50 amp service. We have a 25' extension if needed.

DIMMERS

- 144-2.4k ETC Dimmers (Dimmer per circuit)

LIGHTING CONSOLE: ETC ELEMENT

- Enclosed light booth at the rear of the orchestra seating area (glass does not open) which is 50' from the proscenium.

HOUSE LIGHTS

- House light control is located in the Light Booth. They are on manual faders only; balcony and house fade together, orchestra pit fades separately. Unable to interface house lights to lighting console.

PERMANENT CIRCUIT DISTRIBUTION

- 144 TOTAL circuits are available. All are 20A LS-20 twist-lock except for the upstage floor pockets which are 20A, 2P&G stage pin. As there are only 16 circuits available upstage, please consider the placement of circuits in your plot. (See attached circuit diagram for circuit placement)

FOLLOWSPOTS

- 2 – Lycian Starklite, located in the house at the back of the balcony.

ADDITIONAL LIGHTING EQUIPMENT

- (8) 12'-0" booms (no sidearms)
- Cable, two-fers, and adapters to circuit.
- Gel (primarily Rosco inventory with some Lee) and gel frames
- (2) Mac 2000 Profile
- DF50 Hazer
- Genie electric personal lift with 2'-0" extension bucket (max. platform height 20'-0"). Unable to move lift across stage while raised. Must roll Genie over plywood when moving across Marley.

****We have a backup Genie that we can get from across campus that will roll on Marley. Please advance if you would like us to bring this Genie over.**

JVD LIGHTING INVENTORY 7/1/14

<u>Type:</u>	<u>AMT</u>	<u>Wattage</u>	<u>Notes</u>
ETC S4 19°	18	750	Stay in FOH light gallery
ETC S4 26°	18	750	Center Arts owned
ETC S4 36°	20	575	Older instruments
ETC S4 25° - 50° Zoom	4	750	
Extra 19° Barrel	2		
Extra 26° Barrel	5		
Extra 36° Barrel	6		
Extra 50° Barrel	2		
Altman ERS 6x9	18	750	
Altman ERS 6x12	29	750	
Altman ERS 6x16	12	750	
Altman ERS 6x22	12	750	Stay on 3rd Box Booms
Strand ERS 6x4.5	8	750	
Strand ERS 6x9	7	750	
Strand ERS 6x12	5	750	
Beam Projector	16	750	
PAR Can	16	1k	WFL, MFL, or NSP available
Scoop	3	500	
Work Scoops	3	500	
Colortran 4 cell Far Cyc Units	8	1 K	
Cyc Unders 4 cell (Colortran)	8	750	
Selecon HUI Flood	8	500	
ETC S4 Fresnel	16	750	
8" Fresnel (Century)	8	1k	Older instruments
8" Fresnel (Altman)	13	1k	
6" Fresnel (Colortran)	18	750	
6" Fresnel (Altman)	4	750	

FLY SYSTEM

- Single purchase counterweight system
- 48' grid height; 30' TALL DROPS DO NOT FLY OUT OF VIEW!
- Fly rail located stage right; Lock rail at stage level; Pin rail at mid-height; Loading gallery at grid-level.
- Arbor maximum capacity: 1,200 lbs.
- Battens are 50'-0" long and 1.5" in diameter, unless otherwise indicated.
- 3'-0" pipe extenders available

LS#	DIST. FROM PL	DESCRIPTION
1	1'-0"	Projection Screen (permanent)
2	1'-6"	Main Curtain (permanent)
3	2'-8"	Hard Border
4	3'-2"	Legs #1
5	5'-4"	1st Electric (motorized)
6	6'-1"	
7	6'-7"	
8	7'-1"	
9	7'-7"	
10	8'-1"	Border #2
11	8'-7"	Legs #2
12	9'-8"	2nd Electric (manual)
13	10'-8"	
14	11'-2"	
15	11'-8"	
16	12'-2"	
17	12'-8"	Border #3
18	13'-2"	
19	13'-8"	Traveler/Legs #3
20	14'-2"	
21	15'-2"	3rd Electric (manual)
22	16'-2"	
23	16'-8"	
24	17'-2"	
25	17'-8"	
26	18'-2"	Border #4
27	18'-8"	Legs #4
28	20'-4"	4th Electric (manual)
29	21'-2"	
30	21'-8"	
31	22'-2"	
32	22'-8"	
33	23'-2"	
34	23'-8"	Border #5
35	25'-0"	Legs #5
36	25'-6"	Black Scrim
37	26'-0"	
38	26'-6"	

...continued on next page

39	27'-0"	Border #6
40	N/A	Dead pipe
41	29'-9"	5 th Electric (motorized pipe)
42	30'-0"	(motorized pipe)
43	30'-8"	
44	31'-8"	Legs #6
45		SL onstage tab
46		SL offstage tab
47	33'-1"	Black Out Drop
48		SR onstage tab
49		SR offstage tab
	33'-5"	Back wall (Cyc wall)

FLYRAIL NOTES

- Line set #3 is a 2" diameter pipe
- The 1st Electric is a motorized light bridge, 47'-4" long, with a maximum out trim of 25'-4"
- The 2nd Electric is 42'-0" long with a max out trim of 39'-7"
- The 3rd Electric is 42'-0" long with a max out trim of 37'-7"
- The 4th Electric is 48'-7" long with a max out trim of 38'
- Line set #41 is 53'-10" long, 2" in diameter & motorized
- Line set #42 is 53'-4" long, 2" in diameter & motorized
- The onstage tabs (line sets 45 & 48) are 7'-10" offstage from proscenium edge perpendicular to the other battens and run from the 1st electric to the 4th electric
- The offstage tabs (line sets 46 & 49) are 10'-2" offstage from proscenium edge perpendicular to the other battens and run from the 1st electric to the 4th electric
- The back wall is used as a cyc and is slightly light blue in color

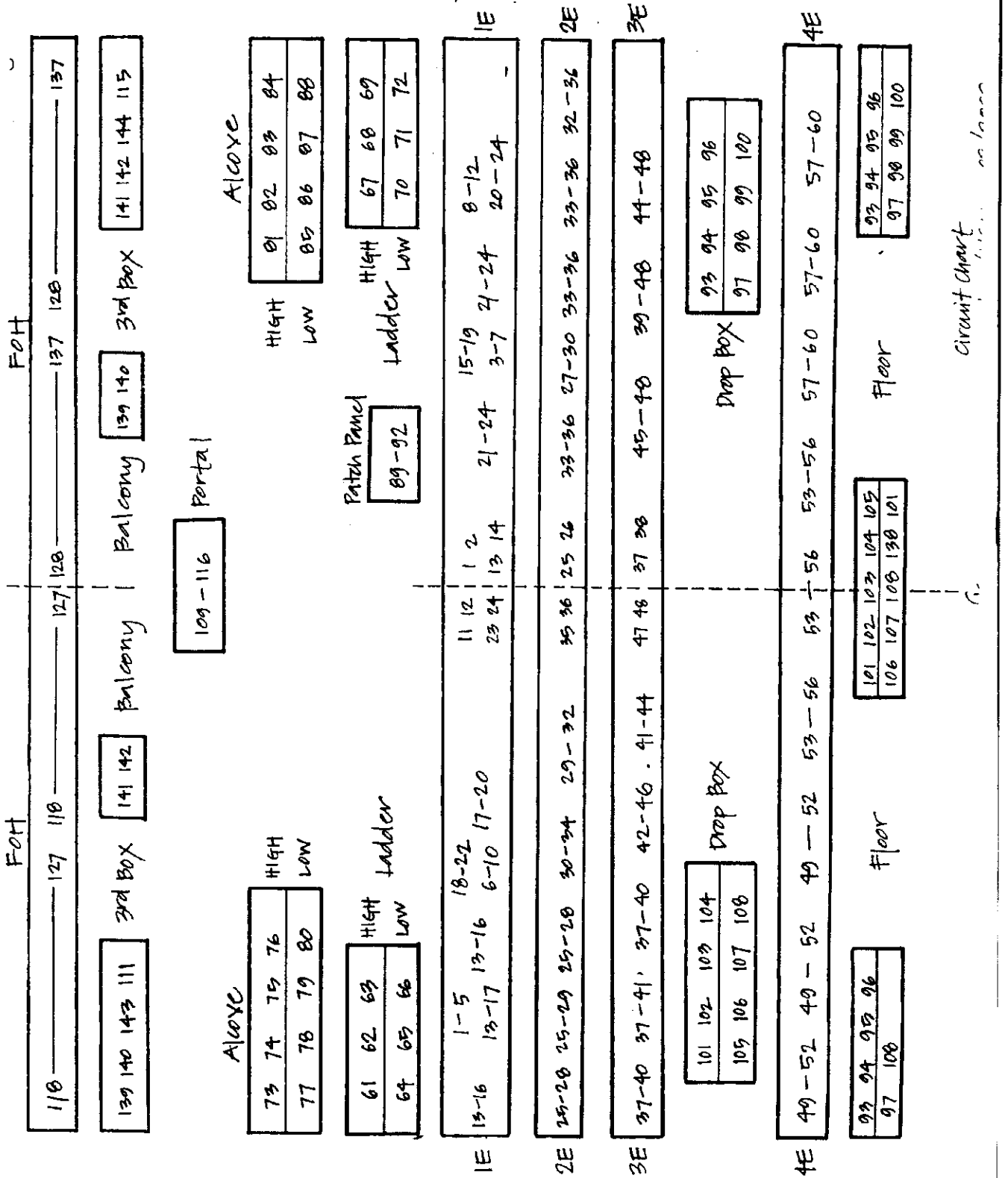
SOFT GOODS

- Main curtain is red; able to travel and guillotine.
- 6 sets of Musson black velour legs with fullness—12'-0"(w) x 24'-0"(h)
- 5 Musson black velour borders with fullness—50'-0"(w) x 9'-8"(h)
- 1 Musson black velour traveler with fullness—40'-0"(w) x 24'-0"(h)
- 1 blackout velour drop with fullness & split in the middle
- 1 black scrim—40'-0"(w) x 20'-0"(h) good condition
- 1 black scrim—40'-0"(w) x 24'-0"(h) fair condition (few small repaired rips, no bottom pipe pocket)
- 1 white scrim—40'-0"(w) x 20'-0"(h) older, fair condition...

NOTE: The maximum batten trim is 47'-9" and proscenium height is 20'-0", therefore any soft good over 27'-9" in height will be in audience sightlines even at max. trim! This includes both of our scrims and our traveler since it hangs from a track. We have 5 Met Clips to "trip" drops if needed.

JVD HOUSE LIGHTING CIRCUIT MAP 7/1/14

*JUST ADDED - Portal Circuits (109-117) are doubled at Patch Panel DSR



JOHN VAN DUZER THEATER

Audio Technical Specifications as of 7/1/14

MAINS:

JBL VRX932LAP. 5 boxes per side flown at the proscenium as a stereo pair. 4 Meyer CQ's (2-CQ1's and 2-CQ2's) Are added on the deck as side/orchestra fills

FRONT FILLS:

2 - Meyer UPM

SUBS:

4 – JBL MRX518 (single 18" per box)

MONITORS:

10 - JBL SRX712M (7 can be bi-amped w/ Crown xti4000 amps)

4 - JBL TR105 (15", passive only, powered with QSC1310 amps)

CONSOLES:

Yamaha PM3500-52	[52 channels, 8 Aux, 8 groups]
Soundcraft Spirit Monitor	[40 channels x 12 mixes]
Soundcraft Delta	[32 ch, 4 aux (2 pre/2 post), 4 groups]
Mackie 1604VLZ	[16 channels, 4 aux (2pre/2post)]

PROCESSING:

5 Klark-Teknik DN360B EQ (4 in MON rack, 1 in FOH rack)

DBX Drive Rack PA+

Yamaha SPX90II 2 – DBX 1066 – 2 ch. Comp/gate

Lexicon MX200 PreSonus ACP88 - 8 ch. Comp/gate

TCElectronic D2 TCElectronic M-one

MICROPHONES:

8 - SM58	1 - Audix i-5
6 - SM57	2 - Audix D-2
4 - SM81	1 - Audix D-4
2 - AKG414 (Stereo matched pair)	1 - Audix D-6
	2 - Audix SCX1-C
1 – PZM floor mic	1 - Audix SCX1-HC
1- Barcus Berry Piano Pickup	2 – Sure ULX SM58 wireless handheld

NOTES:

FOH position will be on flat 8'x12' audience area.

Slightly off center, it is at the back of orchestra level, 50' from main speakers. No overhanging balcony. 90' to back of balcony from main speakers. Orchestra lift is seated, approx. 800 total audience capacity.

SOUND LEVEL LIMITS

CenterArts follows the Occupational Safety & Health Administration regulation standard 1910.95(a) for sound level limits. We have a Db meter at the FOH sound mixing position to help your engineers stay within these limits.

OSHA 1910.95

Protection against the effects of noise exposure shall be provided when the sound levels exceed those shown in Table G-16 when measured on the A scale of a standard sound level meter at slow response. When noise levels are determined by octave band analysis, the equivalent A-weighted sound level may be determined as follows:

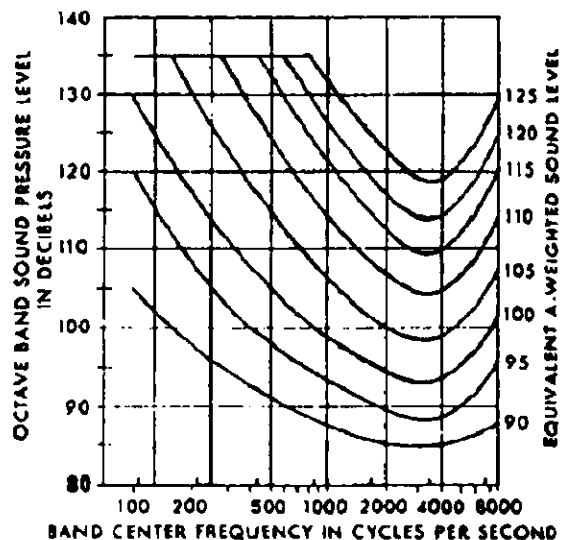
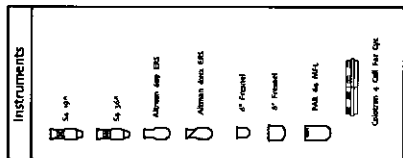
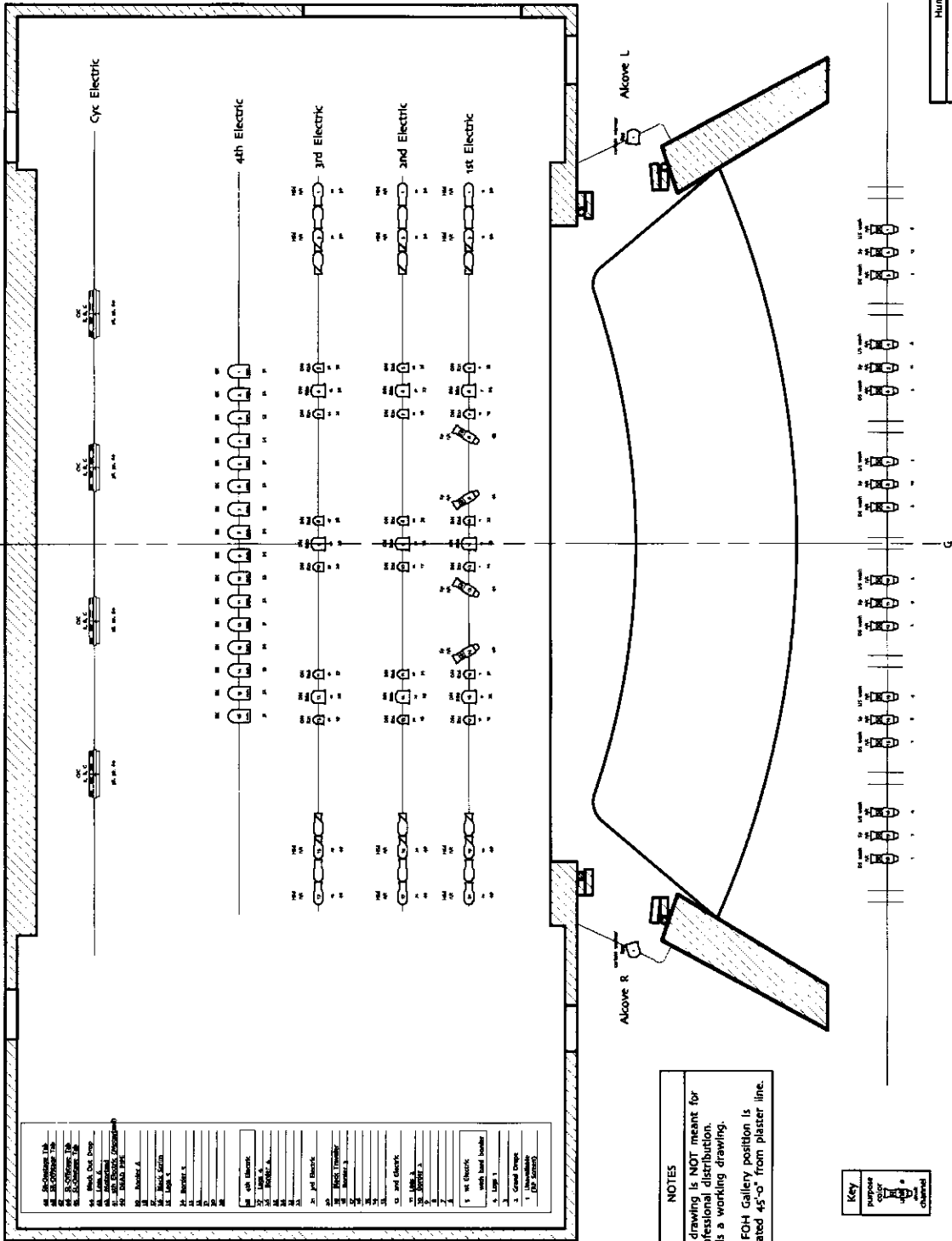


FIGURE G-9

Equivalent sound level contours. Octave band sound pressure levels may be converted to the equivalent A-weighted sound level by plotting them on this graph and noting the A-weighted sound level corresponding to the point of highest penetration into the sound level contours. This equivalent A-weighted sound level, which may differ from the actual A-weighted sound level of the noise, is used to determine exposure limits from Table 1.G-16.

TABLE G-16 - PERMISSIBLE NOISE EXPOSURES (1)

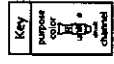
Duration per day, hours	Sound level dBA slow response
8.....	90
6.....	92
4.....	95
3.....	97
2.....	100
1 1/2	102
1.....	105
1/2	110
1/4 or less.....	115



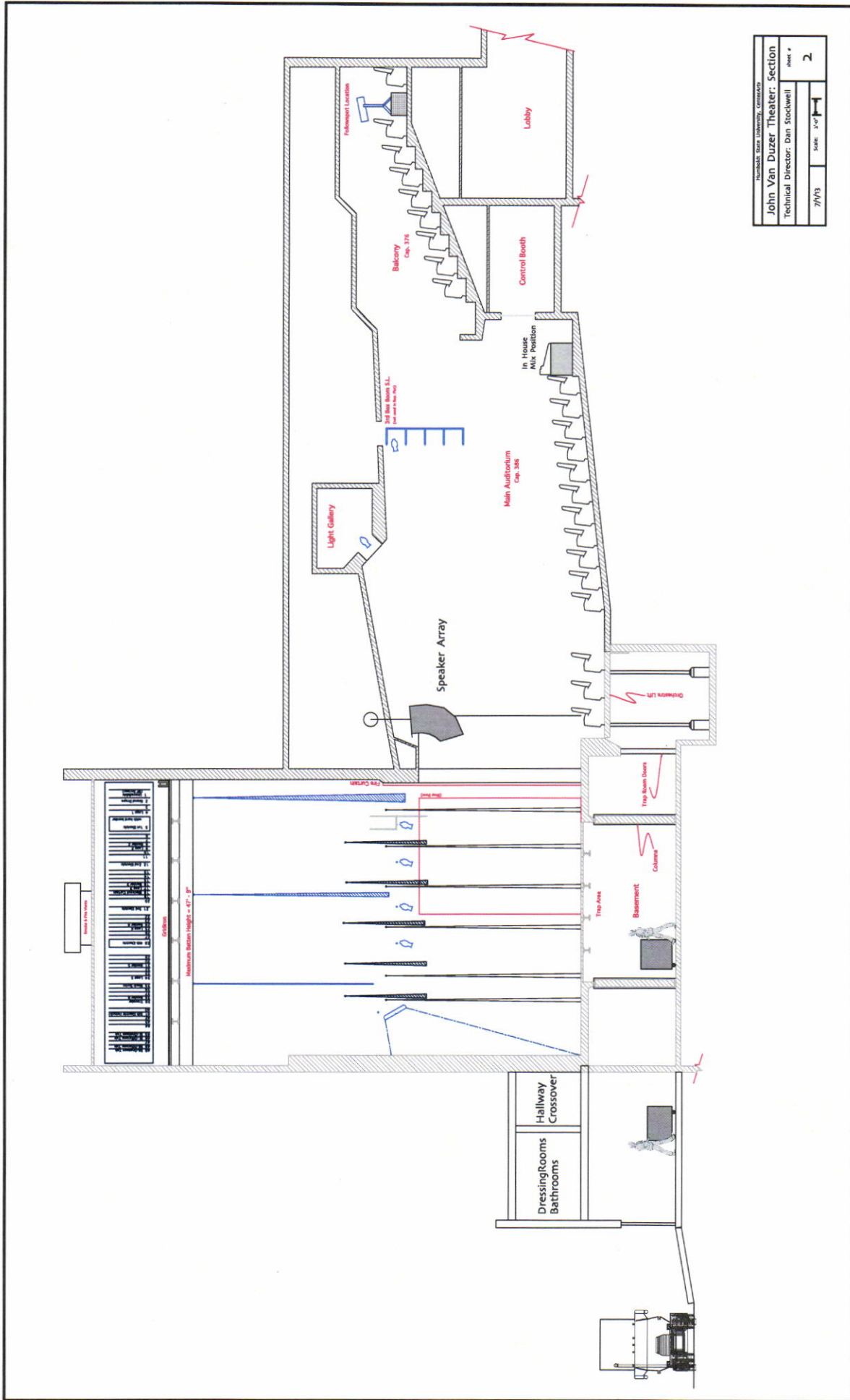
14. 20' x 20' x 20' DSC
15. 20' x 20' x 20' DSC
16. 20' x 20' x 20' DSC
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18. 20' x 20' x 20' DSC
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94. 20' x 20' x 20' DSC
95. 20' x 20' x 20' DSC
96. 20' x 20' x 20' DSC
97. 20' x 20' x 20' DSC
98. 20' x 20' x 20' DSC
99. 20' x 20' x 20' DSC
100. 20' x 20' x 20' DSC

NOTES

1. This drawing is NOT meant for professional distribution. It is a working drawing.
2. The FOH Gallery position is located 45'-0" from plaster line.



Humboldt State University, Center for Arts	
John Van Duzer Theater: PLAN	
Technical Director: Dan Stockwell	sheet #
Drawn By: Greta Stockwell	1
7/1/13	Scale: 3/8" = 1'-0"



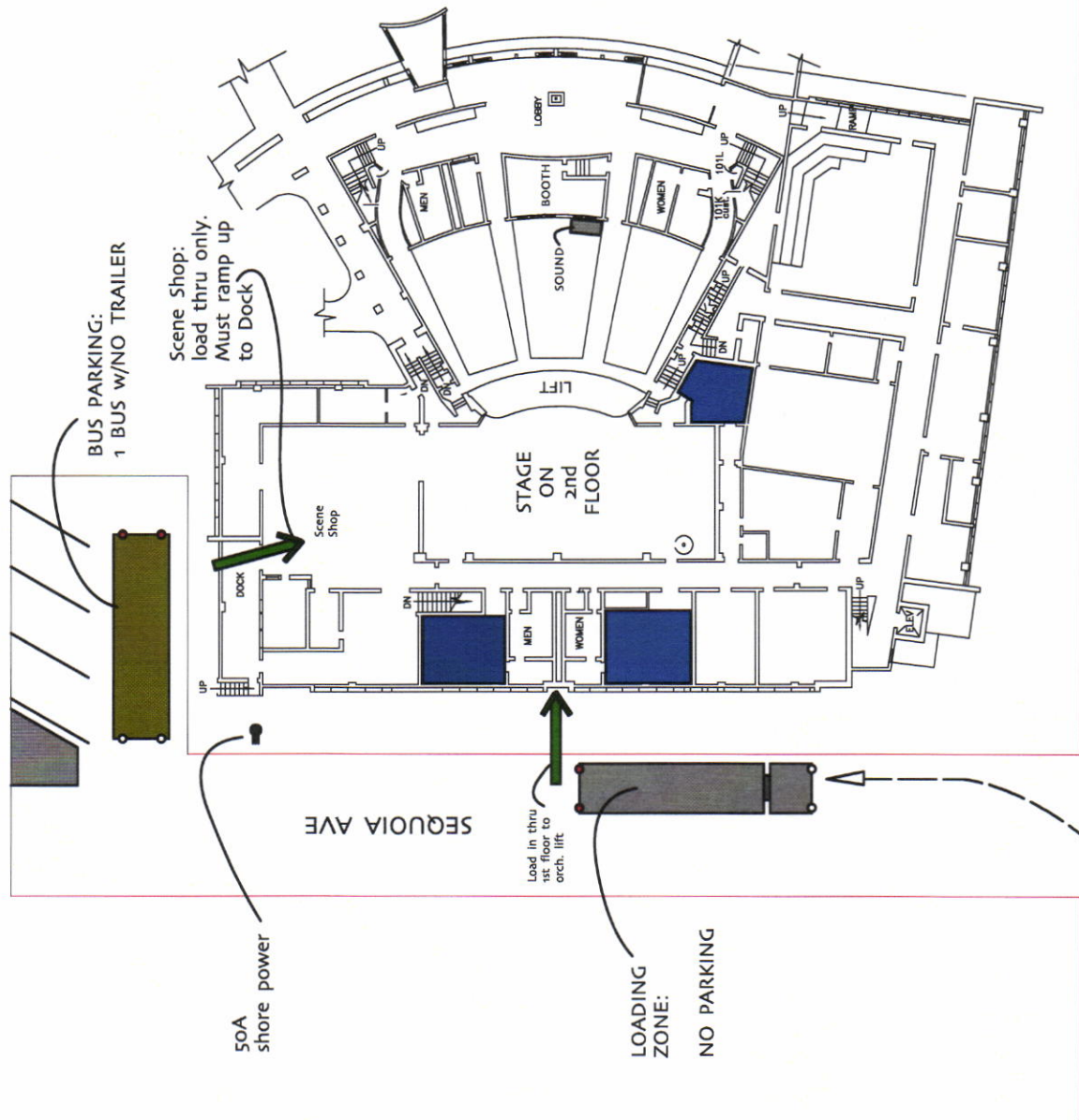
Houshko, Bore University, Cincinnati John Van Duzer Theater: Section Technical Director: Dan Stockwell		Sheet #
7/1/73	Scale: 1/4" = 1'-0"	2



CENTERARTS JOHN VAN DUZER THEATER

- Available Backstage Rooms only
- Lift is always seated
- Storage in back hall or basement only

VAN DUZER THEATRE	
SEATING	378
BALCONY	378
FIXED FLOOR	386
REMOVABLE	52
TOTAL	814



Trucks may stage in fire lane on Laurel Drive.
All drivers must stay with the vehicles awake and alert until released by university staff.