



## ARTIST/ATTRACTION ENGAGEMENT CONTRACT

Contract Number 77679/1  
12 May 2014

**AGREEMENT** made this 12 day of May 2014 by and between **Garrick Ohlsson** (hereinafter "Artist/Attraction") contracting through **Opus 3 Artists LLC**, 470 Park Avenue South, 9<sup>th</sup> Floor North, New York, NY 10016 EIN: [REDACTED] (hereinafter "Manager"), and **Humboldt State University**, CenterArts, 1 Harpst Street, Arcata, CA 95521 USA (hereinafter "Presenter").

It is mutually agreed between the parties that Presenter hereby engages Artist/Attraction for the services of **Garrick Ohlsson**, and Artist/Attraction hereby agrees to perform the Engagement(s), as hereinafter provided, upon all of the terms and conditions set forth herein:

**I. NUMBER OF PERFORMANCES: 1**

**II. ENGAGEMENT SCHEDULE:**

Date	Time	Type of Event	Venue	City
Wednesday, December 3, 2014	<del>07:30</del> PM	Performance	Van Duzer Theatre	Arcata, CA

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**III. REPERTOIRE:**

**A. Program:** The work(s) to be performed shall be chosen by the Artist/Attraction.

**B. Piano:** Presenter to furnish at its own expense one properly tuned 9 ft. Steinway D concert grand piano prior to all performances.

**IV. COMPENSATION TERMS (Fee plus reimbursed or provided expenses):**

BMM

**A. FEE:** Compensation to be paid by Presenter shall be \$8,500 USD (EIGHT THOUSAND FIVE HUNDRED US DOLLARS) guarantee, plus hotel accommodations for duration of stay. Fee is special and confidential.

**B. PAYMENT SCHEDULE (fee due prior to performance):**

Description	Date Due	Amount
Fee	12/03/2014	\$8,500.00

Total: **GARRICK OHLSSON** \$8,500.00

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**C. PAYMENT METHOD:** Check payable to ~~Opus 3 Artists, LLC~~

**V. ARTIST/ATTRACTION'S ADDENDUM/RIDER ATTACHED:** Not Required

**VI. ARTIST/ATTRACTION COMP TICKETS:** Presenter must provide 6 tickets configured in pairs in prime locations for Artist/Attraction's use for each performance.

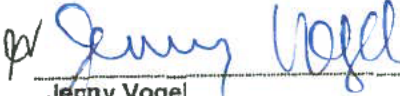
**VII. BOX OFFICE AND TICKET SALES INFORMATION:** Upon request, Presenter agrees to provide Manager with the House Ticket Scale for the Engagement, indicating numbers of tickets, ticket price categories, and House Gross Potential. Following the Engagement, Presenter agrees to report the total number of tickets sold, complimentary distribution, and Gross Box Office Revenue.

THIS AGREEMENT SHALL NOT BE BINDING UPON ARTIST/ATTRACTION UNTIL EXECUTED EITHER BY ARTIST/ATTRACTION OR BY MANAGER ON ARTIST/ATTRACTION'S BEHALF (IN WHICH CASE MANAGER IS EXECUTING THIS AGREEMENT ONLY AS AGENT FOR ARTIST/ATTRACTION, AND IS NOT OBLIGATED TO PRESENTER HEREUNDER AND SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR DEFAULTS OF ARTIST/ATTRACTION OF ITS OBLIGATIONS HEREUNDER.) THE NON-ARRIVAL OF ARTIST/ATTRACTION CAUSED BY ANY INCOMPLETE OR INACCURATE INFORMATION FURNISHED BY PRESENTER SHALL NOT RELIEVE PRESENTER FROM FULFILLMENT OF ITS OBLIGATIONS HEREUNDER.

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

IN WITNESS WHEREOF, the parties hereto have read and agree to each and all of the Terms and Conditions, including Additional Terms and Conditions and attached Addendum(s) and have executed this Agreement to be effective as of the date first stated above:

  
\_\_\_\_\_  
Roy Furshpan  
Executive Director  
Humboldt State University

  
\_\_\_\_\_  
Jenny Vogel  
Executive Vice President  
Opus 3 Artists LLC

\_\_\_\_\_  
Date

8-29-14  
\_\_\_\_\_  
Date

NO CHANGES MAY BE MADE ON THIS CONTRACT WITHOUT PRIOR CONSENT OF OPUS 3 ARTISTS LLC.

## ADDITIONAL TERMS AND CONDITIONS

### 1. REQUIREMENTS:

- (a) Presenter agrees to furnish at its own expense all that is necessary for the proper presentation of Artist/Attraction's performance as set forth herein or in an attached Addendum and/or Technical or Contract Rider.
- (b) Presenter agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the facilities, materials, services and personnel to be furnished by Presenter or by Artist/Attraction.
- (c) No stage seats may be positioned without the advance written consent of the Artist/Attraction.
- (d) Presenter shall be solely responsible for payment of royalties (ASCAP, BMI, SECAC or otherwise), in connection with the works to be performed by Artist/Attraction. In addition, if Artist/Attraction is appearing as Guest Artist with a symphony orchestra, Presenter will be responsible for supplying all musical material and for the payment of any royalties, rental fees and/or performing fees required for the performance of such material.

### 2. ADVERTISING, PUBLICITY AND PROGRAM:

- (a) Presenter hereby agrees to print and distribute a sufficient number of house programs at its own expense. Artist/Attraction may elect to furnish copy for the program, which Presenter hereby agrees to use in the printed program without revision.
- (b) Presenter agrees to use only photographs and likenesses furnished or otherwise approved by Artist/Attraction.
- (c) Artist/Attraction shall supply the usual quantity of printed and advertising material, as available.
- (d) All advertisements and house programs will carry a management credit: "Opus 3 Artists" as exclusive representative of Artist/Attraction. Presenter further agrees to print additional credits, including Artist/Attraction recording companies, and sponsors, as Artist/Attraction or Manager may reasonably request.
- (e) The work(s) to be performed shall be chosen or approved by Artist/Attraction.

### 3. CONCESSIONS:

Subject to any pre-existing concession agreement(s) applicable to the venue where Artist/Attraction is to perform, Artist/Attraction shall have the right to authorize vendor(s) selected by Artist/Attraction to sell souvenir programs and concession items specifically related to Artist/Attraction's appearance in the lobby and other public areas of the venue before, after, and during each intermission of, each performance.

### 4. TICKET SALES:

- Presenter agrees that revenue received by Presenter related to the Engagement, including, but not limited to, box office revenue (100%), event sponsorship revenue (insofar as it is related to performance(s) of the Engagement, as opposed to institutional sponsorship), advertising revenue, etc., shall be applied first toward Artist/Attraction's fee payment, before all other expenses. In the event Artist/Attraction's compensation and payment is based in whole or in part on receipts of the performance(s) hereunder:
- (a) The scale of ticket prices, discount programs and house must be submitted to and approved by Artist/Attraction in writing before tickets are ordered or placed on sale.
  - (b) Free admissions, if any, (except to local press) shall be subject to Artist/Attraction's prior written approval.
  - (c) Presenter agrees to deliver to Artist/Attraction a certified box office statement showing the gross receipts and deductions of each such performance within two hours following such performance; and
  - (d) Artist/Attraction shall have the right to have a representative present in the box office at all times.

### 5. CONDITIONS OF ARTIST'S OBLIGATIONS:

- (a) Artist/Attraction shall be relieved of its obligations hereunder should the fulfillment of those obligations be prevented or delayed by act of God, physical disability, labor difficulties, strike, civil tumult, war, epidemic, refusal of visas, failure or delay of means of transportation, any Act or Order of any public authority or other cause similar or dissimilar, which is beyond the control of Artist/Attraction.
- (b) If Artist/Attraction includes any person(s) other than the featured performer, Artist shall be deemed to have fulfilled its obligation hereunder if the featured performer of Artist/Attraction performs alone, with some or all of such other person(s) or with any substitute(s) for such other person(s) selected by Artist/Attraction.
- (c) Artist/Attraction shall have the option to terminate this Agreement in the event of the death or life threatening illness of an immediate family member or a featured performer. If Artist/Attraction shall so terminate this Agreement, Artist/Attraction shall be excused from the performance of any and all of Artist/Attraction's obligations hereunder.

### 6. RESTRICTIONS:

- (a) Presenter shall not have the right to and affirmatively agrees to prevent the recording or reproduction in any form and by any means now known or which may be developed in the future, of any of the performance(s) of this Engagement or of any part(s) thereof including broadcast on radio television, or via internet (live, delayed), or photography, unless Presenter has secured prior written permission and agreement of Artist/Attraction or Manager.
- (b) Neither Presenter nor Artist/Attraction shall have the right to assign this Agreement, any provision hereof or any of either's rights or obligations hereunder, without the written counsel of the other.
- (c) Nothing herein contained shall be construed so as to constitute the parties hereto to a partnership or joint venture.
- (d) Neither Artist/Attraction nor Manager shall be liable in whole or in part for any liability incurred by Presenter carrying out the provisions hereof, or otherwise.
- (e) The person executing this Agreement on Presenter's behalf warrants his or her authority to do so.
- (f) No other artist(s) shall be presented at the Engagement (whether prior to, simultaneous with or following Artist/Attraction's performance) unless Artist/Attraction shall have first consented in writing to the appearance by, and identity of, such artist(s).

**7. FAILURE BY PRESENTER:**

If before the date of any scheduled performance,

(a) Artist/Attraction or Manager finds that Presenter has not performed fully its obligations under any other agreement with any party for another engagement or determines that the financial credit of Presenter has been impaired or, (b) Presenter breaches, or fails to perform fully in accordance with the terms and conditions of this Agreement (including, without limitation, all representations, warranties and other undertakings of Presenter herein contained), Artist/Attraction shall have the option, without limitation of any other rights to remedies that may be available to it, to terminate this agreement, in which event, Artist/Attraction shall be excused from the performance of any and all of Artist/Attraction's obligations hereunder. In the event of a termination pursuant to the foregoing clause (b), in addition to all other rights and remedies Artist may have against Local Presenter with respect to the subject matter thereof, Artist/Attraction shall have the right to retain all amounts paid to Artist/Attraction hereunder and Presenter shall immediately pay to Artist/Attraction all other amounts that would have been payable hereunder had this Agreement remained in full force and effect.

**8. REPRESENTATIONS, WARRANTIES AND INDEMNITIES:**

Presenter hereby represents and warrants the following:

(a) that it has the right to enter into this Agreement and undertake the performance of all obligations on its part to be performed;  
(b) that it currently has or will obtain a lease for the theatre, hall or auditorium which will remain in full force and effect for the full period of load-in, rehearsal(s), performance(s); and load-out and;  
(c) that it carries, and that the venue carries, all necessary and appropriate general liability insurance against all risks including the risk of acts, occurrences, negligence, or omissions relating to the venue's operation in an amount suitable to meet industry standards for such operations.

Presenter agrees to indemnify Artist/Attraction and/or Manager from and against any breach or alleged breach of any of Presenter's representations, warranties, and agreements contained in this Agreement and from any and all claims of third parties in connection with the performance and other activities of Presenter contemplated hereby, unless said claim is proven to be due solely to the intentional malfeasance or gross negligence of Artist/Attraction in which event Artist/Attraction similarly agrees to indemnify Presenter.

**9. ARBITRATION:**

In the event of any dispute among the parties as to any part of this agreement, such dispute shall be settled by arbitration in New York, New York, before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect and the award rendered shall be binding and conclusive upon the parties. Judgment upon any award may be entered and enforced in any court having jurisdiction. The prevailing party in the arbitration shall be entitled to recover its reasonable costs (including attorneys' fees) from the losing party. Service of process may be effected by mail to any party at its/his last known address.

**10. NOTICES:**

All notices and communications to Artist in connection with this Agreement and engagement should be in writing and sent c/o Manager at the following address: Opus 3 Artists, 470 Park Avenue South, 9<sup>th</sup> Floor North, New York, NY 10016. All notices to be given and/or signed by Artist/Attraction in connection with this Agreement and engagement may be given and/or signed by either Artist/Attraction or Manager.

**11. MISCELLANEOUS:**

This constitutes the sole, complete and binding agreement between the parties hereto. Opus 3 Artists LLC acts only as agent and manager for Artist/Attraction and assumes no liability hereunder. This Agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This agreement shall be construed in accordance with the laws of the State of New York. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild or similar body having jurisdiction over the performances hereunder or any element thereof and wherever or whenever there is 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.

Please fill in all information below:

**PRESENTER CONTACT:**

Name: Ray Furghran

Email: carfs@humboldt.edu

Fax: 707-826-5980

Phone Numbers:

Office: 707-826-4411

Mobile: 707-826-3928

Recommended Hotel: Hotel Arcata or Red Lion in Eureka

Presenter Website: humboldt.edu/centerarts

**FOR EACH VENUE:**

Venue Name: Van Duzer Theatre, HSU

Venue Physical Address: N/A

Venue Contacts & Contact Numbers:

Office: ~~707-826-4411~~ same as above

Mobile: u

Backstage: N/A

Venue Emergency phone: same as above

Venue Capacity: \_\_\_\_\_

**CENTERARTS/UNIVERSITY CENTER/HUMBOLDT STATE UNIVERSITY/A.S.  
PERFORMANCE RIDER**

THIS AGREEMENT is hereby made a part of the attached contract.

1. **INDEMNIFICATIONS.** Artist(s) and Artist's Representatives shall hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, Humboldt State University, CenterArts, University Center, HSU Associated Students, and the officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expenses, costs of every nature, and causes or actions arising out of or in connection with the Artist's use or occupancy of the premises, provided that such claims, demands, losses, liabilities, costs or expenses are due or are claimed to be due to the willful or negligent acts or omissions of Artist or Artist's personnel.

2. **EXCLUSIVE PERFORMANCE(S).** Artist(s) will not accept any other engagement for a performance of any kind prior to, or 90 days following the performance(s) hereinabove described within a radius of 150 miles from the location(s) of the performance(s) hereinabove described, or of any portion or portions thereof, without express written permission of CenterArts. In the event of any such unauthorized performance or announcement, the performance(s) described hereinabove, or any portion or portions thereof, may be cancelled by CenterArts, and such cancellations shall be without prejudice to CenterArts' other rights and remedies hereunder.

3. **AGENT'S WARRANTY.** ARTIST warrants that AGENT has full and current legal authority to act on behalf of Artist.

4. **COMPLIMENTARY TICKETS.** CenterArts shall be the only party authorized to issue complimentary tickets to the performance(s) described hereinabove. A maximum of 10 complimentary tickets shall be given to Artist. All complimentary tickets shall be appropriately distinguished and shall not be counted in determining gross receipts.

5. **NON-PERFORMANCE NOT A DEFAULT.** Neither Artist nor CenterArts shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, acts or regulations of public or University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, interruptions of electrical power, other acts of God, or any cause beyond the control of Artist and CenterArts.

6. **ANTICIPATORY BREACH.** In the event that, after the execution of this Agreement, Artist's agent, or Artist's Designated Representative indicates or states that Artist is unwilling or will be unable to appear or present the performance(s) hereinabove defined, and such failure is not excusable under Paragraph 5 hereinabove; or in the event that Artist or any member of Artist's traveling component deemed by CenterArts in its sole discretion to be material to the performance(s) hereinabove defined, or to any portion or portions thereof, or any authorized agent of Artist takes any voluntary affirmative action which, in CenterArts' sole discretion, renders substantial performance of Artist's contractual duties hereunder impossible, CenterArts may cancel the performance(s) hereinabove defined, or any portion or portions thereof, and in addition, Artist shall be responsible for payment of any and all costs, expenses, damages (including CenterArts' actual expenses incurred in preparation for the performance(s) hereunder) and claims from such cancellation. Any breach or anticipatory breach of this Agreement by Artist shall be deemed a material breach.

7. **MERCHANDISING PERCENTAGE.** CenterArts takes 20% of gross merchandising receipts for this engagement.

8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES ON CAMPUS.

9. Total catering budget shall not exceed the amount budgeted and accepted by the performer's representative in the original offer.

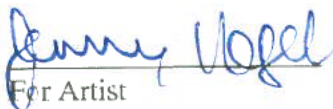
10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider AND TECHNICAL SPECIFICATIONS OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET. This rider is made an integral part of all agreements.

11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, the cost of backline equipment), or any equipment not listed as available in the Van Duzer Theater technical specifications packet, regardless of whether or not they are listed as requirements in the Artist's rider, unless these requirements are specifically written into the payment section of the contract face for this engagement, as well as the deal memo for this engagement, if a deal memo has been issued.

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

13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, and all obligations of any of the parties hereto shall bind his, her, or its heirs, executors, personal representatives, successors and assigns. A fully executed contract for this engagement shall be deemed an acceptance of the terms in this rider, regardless of whether or not this rider has been countersigned by the artist or an authorized representative of the artist.

14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contract.

  
For Artist

  
~~Tax ID~~/Social Security #

  
For CenterArts

  
For University Center

Updated: April, 2009