



**PILOBOLUS ENGAGEMENT AGREEMENT**

ENGAGEMENT AGREEMENT ("Agreement"), effective as of 7/21/2014 ("Effective Date"), is by and between Pilobolus, Inc., a Connecticut not-for-profit corporation (the "Company"), and the Presenter named below. Company has designated IMG Artists as its sole and exclusive agent with respect to this Agreement and has authorized IMG to discuss any and all matters related hereto.

**1. Parties:**

a) Presenter: CenterArts at Humboldt State University  
1 Harpst Street  
Arcata, CA 95521  
Tel: 707-826-4411  
Contact: Roy Furshpan  
[roy.furshpan@humboldt.edu](mailto:roy.furshpan@humboldt.edu)

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT JAB

b) Company: PILOBOLUS, INC.  
[REDACTED]  
18 East 16<sup>th</sup> Street  
Suite 308  
New York, NY 10003  
Tel. 860-868-0538  
Fax 860-868-0530  
Contact: Jeffrey Bledsoe  
[jbledsoe@pilobolus.org](mailto:jbledsoe@pilobolus.org)

ALL PAYMENTS BY UNIVERSITY CHECK JAB

c) IMG: IMG Artists, LLC [REDACTED]  
Carnegie Hall Tower  
152 W. 57<sup>th</sup> Street, 5<sup>th</sup> Floor  
New York, NY 10019  
Tel: 212-994-3500  
Fax: 212-994-3550  
Contact: Jenny Palmer  
[jpalmer@imgartists.com](mailto:jpalmer@imgartists.com)

IN-HOUSE SOUND, LIGHTS & PRODUCTION JAB

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT JAB

**2. Engagement:**

**Program:** *Mixed Repertory, TBD*

Date	Venue	Activity	Start Time	End Time
Thursday, November 13, 2014	John Van Duzer Theatre at Humboldt State University	Load-in	8:00 AM	TBD
Thursday, November 13, 2014	John Van Duzer Theatre at Humboldt State University	Performance	8:00 PM	TBD

**3. Financial Terms:**

a) In consideration of the Engagement, the Presenter shall pay the Company the sum of US \$17,000.00 (Seventeen Thousand US Dollars) (the "Fee"). Payment will be made without any deduction or offset whatsoever and is exclusive of any and all taxes, fees, duties, withholdings, border entry and customs fees imposed by any and all foreign or domestic federal, state or local authorities or any subdivisions thereof. *\* WITH EXCEPTION OF CALIFORNIA FRANCHISE TAX, JAB*

b) The Presenter shall pay the Fee as follows: *IF REQUIRED* Pilobolus is a 501(c)(3) organization and shall submit 590 form to waive California Franchise tax.

(i) US \$17,000.00 (Seventeen Thousand U.S. Dollars) payable by company check to PILOBOLUS, INC. [REDACTED] to be sent via Federal Express to the Company on the first business day following the final Program performance to: Jeffrey Bledsoe, Pilobolus, 18 East 16<sup>th</sup> Street, Suite 308, New York, NY 10003. Presenter shall send the Federal Express tracking number via email to [jbledsoe@pilobolus.org](mailto:jbledsoe@pilobolus.org).



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4. **General:** The attached Rider A: Special Terms and Conditions, Rider B: Marketing Rider and Rider C: Technical Rider are incorporated into and made a part of this Agreement, to either replace or supplement the terms thereof. In the event of any conflict or discrepancy between the terms of this Agreement or subsequent attachments and the attached Rider A: Special Terms and Conditions, Rider B: Marketing Rider and Rider C: Technical Rider, the terms of the Rider A: Special Terms and Conditions, Rider B: Marketing Rider and Rider C: Technical Rider shall control. An updated Technical Rider will be disseminated in August 2014.

5. **Additional Details:**

- a) Presenter will provide local ground transportation (See Special Terms and Conditions, clause 1).
- b) Company light plot shall be pre-hung (see attached technical rider).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**PRESENTER**  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PILOBOLUS**  
 Name: Jeffrey Bledsoe  
 Title: Director of Finance & Administration  
 Date: 8/28/14



IMG Artists

**Rider A: Special Terms and Conditions**

1. Ground Transportation: The Presenter will provide the Company with complimentary transportation to and from the airport or train station in the Host City for Company personnel (each with personal luggage) and for the Company's freight inventory (production equipment, sets, costumes, etc. necessary for scheduled residency and performance activities). The Presenter also will provide complimentary transportation to and from the performance(s), any residency activities and Company rehearsals. The Presenter will provide ground transportation for up to 12 passengers (i.e. one 15-passenger van or two 8-passenger vans), plus one empty cargo van for luggage and freight. If load-in does not begin immediately upon the Company's arrival and the Venue is unavailable to receive freight, the Presenter shall secure a temporary storage place for freight until Venue access is granted to the Company. The Presenter also is responsible for providing a temporary storage place for freight if the hall is inaccessible to the Company *after* load out and *prior* to the Company's departure from Host City. The Company may, at its sole discretion, elect to arrange some or all of the transportation it requires under the terms of this Agreement and have the Presenter reimburse the Company in full for the cost of such ground transportation.
  
2. The Company shall furnish, at its expense, for each performance (and for rehearsals, to be held in Company's sole discretion):
  - a) Appropriate dancers, staff, technical, and management personnel.
  - b) Payment of the salaries or any honorarium and relevant social security and taxes to all Company participants of the Event.
  - c) Appropriate costumes for the Event.
  
3. The Presenter shall furnish, at its expense, for each performance (and for rehearsal as requested by the Company):
  - a) Venue with a stage large enough to accommodate conveniently and comfortably the members of the Company. The stage of the Venue shall be cleaned and cleared of all items prior to the Company's arrival at the Venue. Upon the Company's request, the Presenter shall make the Venue available to the Company for the purpose of rehearsal, hanging scenery and inspecting sets and costumes at ~~least 56~~ <sup>least 50</sup> hours prior to the Performance. Venue shall be properly heated, lighted, cleaned and in good order; with clean, comfortable and lighted dressing rooms equipped with makeup mirrors, tables, chairs, hot and cold running water, showers and hanging facilities for the Company's costumes; and private toilets near the stage.
  
  - b) The Presenter acknowledges that the Company is relying on the information furnished by the Presenter regarding the Venue's technical facilities. If that information is not accurate and complete in all respects, the Company shall have the right to terminate this Agreement, cancel the Engagement, and the Presenter shall remain liable to the Company for all amounts due and payable under this Agreement (including, without limitation, the Fee, the cost of any nonrefundable portion of travel arrangements entered into by the Company prior to the effectiveness of such cancellation, plus any other costs specified herein).
  
  - c) All sound and lighting equipment will be provided at the Presenter's expense and if such equipment is not available at the Venue as part of its equipment compliment, the Presenter shall ~~rent~~ or otherwise provide such equipment at the Presenter's expense. All such sound and lighting equipment necessary for the Company's performances shall be in good working order, as determined by the Company in its reasonable judgment and present at the Venue prior to the Company's arrival. Additionally, the Presenter agrees to arrange to have all lighting in place, hung,

Day of - run  
JAB

in house  
lighting  
only  
PTB  
JAB



IMG Artists

plugged in and focused in accordance with the Company's lighting plot prior to the Company's arrival at the Venue.

- d) Front-of-house and backstage staff including box office personnel, ticket takers, ushers and custodians necessary to properly staff each performance.
  - e) All stage-hands, stage carpenters, electricians, electric operators, and local labor as shall be necessary for the performance(s) and/or as shall be required by any union having jurisdiction over the services to be rendered at any performance. The Presenter shall comply with (and, prior to the Company's performance, make the Company aware of) any recognized requirements of any such union.
  - f) A loading crew of competent persons to be on call at such times as the Company specifies and released from call upon the Company's specific release, and/or as shall be required by any union having jurisdiction over the services to be rendered at any performance, sufficient in number to expeditiously and carefully assist in the loading and unloading on the Company's arrival to and departure from the Venue. The Presenter shall comply with (and make the Company aware of) any recognized requirements of any such union.
  - g) All government-required permits, insurance coverage (comprehensive general liability, personal injury, property damage, etc.) and insurance for its facilities and activities, and adequate insurance coverage for all Company activities, including, without limitation, insurance against losses to the Company or its personnel due to fire and theft or personal liability.
4. <sup>10 small venue - M, JAB</sup> ~~Twenty (20)~~ complimentary house tickets for each performance. The box office or house manager will be informed at least one hour prior to performance as to the disposition of the remaining tickets. ~~In addition, two (2) complimentary tickets for IMG Artists will be provided for each performance.~~ The box office or house manager will be informed at least forty-eight hours prior to performance as to the disposition of the tickets. - M  
JAB
5. Company sale of merchandise: Presenter agrees to allow the Company to sell merchandise before and after each performance and during intermissions. Presenter also agrees to provide table area and sales personnel. Presenter will inform company of any rules or regulations for sale of merchandise at the venue. → 80/20  
split  
JAB
6. Presenter will be solely responsible for music and all performing rights payments protected through local rights authorities in connection with the Event. Company shall be responsible for providing clearances and securing performing rights including grand rights and paying any requisite rights and royalties for choreography, set designs or costumes.
7. Nudity: Some Company works contain forms of male and female nudity, both partial and full. If the Presenter anticipates any difficulties with the performance of these works as they were originally conceived, the Presenter MUST inform IMG Artists and the Company immediately. If the Presenter anticipates a problem and the Company chooses, in its sole discretion, to include such works in the Event, the dancers will be clothed in an amount and manner that the Company, in its sole discretion, deems appropriate.
8. Audience Participation: Some Company works involve audience participation, either with dancers entering the seating area of the auditorium and/or audience members being brought onstage to participate in the work. If the Presenter anticipates any difficulties with the performance of these works, the Presenter must inform IMG Artists and the Company immediately. The Company will, in its sole discretion, determine whether to include such works in the Event.



**IMG Artists**

9. Presenter agrees that the Event, rehearsals, Company and its affiliates will not be recorded, broadcast, televised, videotaped, photographed, filmed or otherwise reproduced in any manner without the prior written consent of the Company or IMG Artists. Use of live, real-time audio or visual display of the Event, for the purpose of allowing ticket holders to see or hear the performance, will be permitted with the prior approval of Company, not to be unreasonably withheld. The Company may record the Event and use such recording in its sole discretion for any purpose.
10. The Company shall furnish the Presenter with written copy to be used for the program to be presented at the Event (“the Program”), which will not be altered or edited without the Company’s express written consent. The Presenter shall have copies of the Program printed at its expense, and available for distribution at the Event. Each performance shall be billed under the name: “Pilobolus”
11. The following text must appear in the Program:

Exclusive North American Representation:  
IMG Artists  
Carnegie Hall Tower  
152 West 57th Street, 5th Floor  
New York, NY 10019  
Phone: 212-994-3500, Fax: 212-994-3550, [www.imgartists.com](http://www.imgartists.com)

12. Where the names of any member of the Company appear in any billing, advertising, or publicity, they shall be listed in such order as the Company shall request. The Presenter shall give such appropriate credit lines in all program notes as the Company shall request, and the Company shall be permitted to acknowledge its funding sources in the program notes. The Company reserves the right to change the program and program notes without prior notice. To the best of its ability, Presenter agrees to prevent the filming, broadcasting, recording or reproduction by radio or television or any other device of the performance or rehearsals without written permission of the Company (through IMG Artists) except in cases of media/advertising coverage. In cases of media coverage, a representative of the Presenter shall accompany media personnel to guarantee the segments of five (5) minutes or less are recorded for broadcast. Notice of media presence shall be given to the Company in writing or verbally, as time allows.
13. The Company will furnish Presenter with photographs and publicity materials for Presenter to create the promotional materials to be used to advertise and promote the Event (the “Promotional Materials”). Presenter shall submit representative samples of the Promotional Materials for the Company’s approval (such approval not to be unreasonably withheld or delayed) prior to commencing the use of such materials. If Presenter makes any material change to any such Promotional Materials after the Company has given its approval, Presenter shall re-submit such modified Promotional Materials to the Company for its review and approval. Presenter shall provide Company such representative samples with at least a two (2) business day turnaround period. All Promotional Materials, including any web pages, must adhere to the marketing guidelines provided by the Company as detailed in Rider B: Pilobolus Marketing Rider. Other than the “Promotional Materials”, Presenter shall not promote or use images of the company or otherwise refer to the company in publicity and marketing without Company’s prior written approval.
14. If Presenter has engaged the Company to perform residency activities, the nature and scope of such activities must be approved by the Company in advance of arrival. The Company, in its sole discretion, shall determine who shall participate in each residency activity. Movement-based residency activities may not be available on a Company travel day or on a day including multiple performances.
15. If scheduled, no master classes shall be held before 10 am and all master classes shall end by 2 pm, with a maximum number of 30 students per class. With regard to student performances, no such performance shall be scheduled to start prior to 11 am. In the case of multiple student performances, there must be a full one-hour break between shows. During two-show days, no matinee or student performance may start



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later than 2:30 pm. Other restrictions and guidelines apply. For more details about residency activities, please contact Kirsten Leon, Company Manager, Pilobolus: kleon@pilobolus.com or 860-868-0538 x14.

16. Should any members of the Company be unable to perform as scheduled, the Company will use its best efforts to provide replacements of the same substantial artistic quality and will be the sole judge of the artistic quality of such replacements.
17. Company shall defend, indemnify and hold Presenter, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Company, its officers, agents, or employees. Presenter shall defend, indemnify and hold Company, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Presenter, its officers, agents, or employees, including but not limited to any claims or liability whatsoever for actual injury or damages to the Venue or any rehearsal space directly caused by activities thereon in connection with this Agreement, or any personal injury claims.
18. "Force Majeure"
  - a) "Force Majeure" shall mean severely inclement weather, illness, death or incapacitation of a key member of the Company (as determined by the Company in its sole judgment); compliance with present or future statute, law, ordinance, regulation, order judgment or decree that prevents Company from performing its obligations under this Agreement; compliance with any orders from governmental authority or any officer, department, agency, or instrumentality thereof that prevents Company from performing its obligations under this Agreement; act of God, acts or omissions of any government or agency thereof; earthquake, flood, fire, epidemic, accident, explosion, hurricane, storm, casualty, lockout, boycott, strike, labor controversy (including but not limited to threat of lockout, boycott or strike), riot, civil disturbance, threat or act of terrorism, war or armed conflict (whether or not there has been an official declaration of war or official statement as to the existence of a state of war), rebellion, insurrection, sabotage, invasion, occupation, quarantine restrictions; intervention of military forces, act of public enemy, any political, military, or other situation that, in reasonable judgment of Company, poses a risk or threat to members of the Company, embargo, delay and/or cancellation of a common carrier, or any other similar or dissimilar cause or causes outside the reasonable control of the Company.
  - b) In the event of a Force Majeure which renders the Company hereto unable to perform its obligations, such failure shall not be treated as a breach of the Agreement. In the event of a Force Majeure, Company and Presenter shall use their commercially reasonable efforts to reschedule the services described in this Agreement. Presenter shall reimburse Company's actual expenses incurred relating to or in connection with the rescheduled performance (including but not limited to the cost of any non-refundable portion of travel or hotel arrangements, freight costs, as well as dancer, choreographer & tech staff rehearsal and/or performance salaries incurred to date). In the case the Presenter and Company cannot reschedule, such failure shall not be treated as a breach of the Agreement; provided, however that the Presenter shall pay to the Company all out-of-pocket expenses incurred as of the date of the Force Majeure event (including the cost of any non-refundable portion of travel or hotel arrangements).



## IMG Artists

### 19. Termination

- a) Either shall be entitled to terminate this Agreement if the other party hereto breaches any term or condition of this Agreement and the breaching party fails to cure such breach within thirty (30) days after written notice thereof from the non-breaching party.
- b) In the event of termination of this Agreement by Company in accordance with Section 19(a), (i) the Company shall be immediately excused from all obligations hereunder, including performing the artist services as described in this Agreement, without penalty and refund of any payments already made by the Presenter, and (ii) the Presenter will be required to meet all of its obligations under the Agreement, including, without limitation, payment of the Fee and the costs of any nonrefundable portion of travel arrangements entered into by the Company prior to the termination, plus any other costs specified herein. All payments due to the Company under Section 19 must be made within seven calendar days of the Presenter's receipt of the Company's written termination notice, unless otherwise agreed to in a writing signed by an authorized representative of the Company.

### 20. Cancellation of Event

- a) Cancellation or rescheduling of the Event by Presenter due to Presenter's fiscal insolvency, poor ticket sales or scheduling problems, or for any other reason other than those described in Section 18 shall not be deemed a force majeure event giving rise to termination without liability on the part of Presenter. If the Company incurs any claims, damages, other liabilities or costs and expenses (including, without limitation, reasonable attorney's fees) relating to the cancellation of any portion of the Event by the Presenter, the Company may recover according to the following terms:
  - (i) Under no circumstances will the Fee or portion thereof that has been paid to Company pursuant to the schedule in Section 3(b) on page 1 be refundable.
  - (ii) In the event that the cancellation by Presenter occurs at any time between the Effective Date and the 91st day (including the 91st day) prior to the Event, the Company may recover 75% of the Fee.
  - (iii) In the event that the cancellation by Presenter occurs within ninety (90) days or on the 90th day prior to the Event, the Company may recover all reasonable out of pocket expenses actually incurred by the Company in the performance of its responsibilities under the terms of this Agreement and one hundred percent (100%) of the Fee.
  - (iv) The amount to be recovered by the Company under Section 20 shall be offset against any sums actually received by the Company under the terms of Section 3(b) on page 1 of this Agreement.

21. While this Agreement may be translated into another language, the official and binding version of this Agreement shall be this English language version.

22. All rights and remedies of the Parties under this Agreement are cumulative and not in limitation or restriction of any other right or remedy in law or in equity.

23. This Agreement cannot be assigned or transferred without written consent of Company.

24. This Agreement and the attached Riders contain the full and complete understanding between the parties with respect to their rights and obligations regarding the Event and no modification, amendment or waiver of this Agreement or the attached Riders or any provision thereof shall be binding upon the Presenter or the Company unless confirmed in a written document signed by the party whose rights are being waived.



IMG Artists

- 25. The parties agree that this Agreement is confidential and neither party shall disclose the terms of this Agreement or any confidential or proprietary information to any non-party or otherwise utilize any confidential or proprietary information obtained hereunder regarding each other.
- 26. Governing Law, Jurisdiction and Venue: The validity, construction and effect of this Agreement and the attached Technical Rider, Hospitality Rider and non-disclosure agreements and all extensions, modifications and amendments thereof and all matters arising directly or indirectly there from, shall be construed exclusively in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof. For all disputes in connection with, relating to or arising out of this Agreement, the parties hereto consent irrevocably to the (i) exclusive laying of venue in and the personal jurisdiction of the Federal and State Courts located in New York, New York and (ii) service of process by any of the means specified for the giving of notice hereunder. Notwithstanding the foregoing, this paragraph will not limit the right of Company to commence litigation proceeding in a forum other than New York, or arbitration proceeding, if the enforcement of any judgment rendered in New York is disfavored or unrecognized in the jurisdiction where the judgment will likely be enforced. If arbitration is commenced, the arbitration shall be conducted in accordance with the International Arbitration Rules of the American Arbitration Association in effect at the time of the arbitration. The arbitration shall be conducted in English. The parties shall select a mutually acceptable arbitrator who is an attorney knowledgeable about issues relating to the subject matter of this Agreement. The arbitration award shall be final and binding on the parties. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

PRESENTER

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

PILOBOLUS

Name: Jeffrey Bledsoe

Title: Director of Finance & Administration

Date: 8/28/14





IMG Artists

**Rider B: Pilobolus Marketing Rider**

Pilobolus is delighted to collaborate with Presenters on marketing efforts. This Marketing Rider was created to facilitate and maximize the marketing impact for both the Presenter and the Company. Contact AJ Radford, Pilobolus's Marketing/PR Manager to receive marketing materials and to discuss marketing questions, ideas and initiatives - we are happy to help! He can be reached via email: aradford@pilobolus.org or phone: 917-438-6338 or 860-868-0538.

1. The Company shall provide, by a date to be mutually agreed, such photographs, biographies and other publicity material, together with suggestions for publicity, for the Presenter to use in front-of-house, advertising, website, the production of the Program and/or other publicity materials. The Company shall also provide Presenter with instructions for the correct use of logo and company name. The Presenter will provide the Company with proofs of such materials for comment and/or alterations prior to printing or publication. (See Special Terms and Conditions, clauses 9 through 12). **Please only use publicity materials provided by Pilobolus for this engagement. Previously used materials and items downloaded from the Internet are not acceptable for use.**
2. Six (6) months prior to the performance, the Presenter will provide the Company with a copy of its marketing plan and budget.
3. Within seven (7) days after the Event, the Presenter will provide the Company with the following information: (i) average ticket price; (ii) lowest and highest ticket prices; (iii) number of seats in the Venue; (iv) the number of tickets sold to the Event.
4. Promptly following execution of the Agreement, the Presenter will provide to the Company in an agreed-upon format, the following audience data that it has collected and stored from all previous engagements of the Company: Name; Postal Address; Email Address; Order Date; Performance Date; Time of performance (matinee or evening); Number of seats; Seat locations. Within seven (7) days of the end of the Event, Presenter will provide to Company in an agreed-upon format all such audience data information as listed above that Presenter has collected in conjunction with the Event.
5. The Presenter and the Company agree to cooperate with each other to collect audience data, including, but not limited to email addresses and postal addresses, during the Event. Such data will be collected by means of audience surveys, promotional giveaways, and other methods which shall be mutually agreed upon by the parties. Any data collected through these means will be shared by the parties. Presenter also agrees to provide the Company with the following information: (i) a breakdown of tickets sold to individual ticket buyers and via subscriptions; (ii) audience information and research that the Presenter has accumulated; (iii) information regarding the size of the Presenter's subscription and mailing lists and (iv) a demographic profile for the Presenter's subscription and mailing lists.
6. The Presenter shall be responsible for all local and national media coverage by accredited press for the performance and for the production of press material for the performance in collaboration with the Company. The Presenter shall provide the Company with a list of press contacts and attending press prior to the performance. The Presenter shall provide the Company with copies of all press preview articles and reviews of the performances within 45 days of the last performance.
7. The Company agrees to make reasonable effort to participate in such press, radio or TV interviews, photo calls or publicity appearances as Presenter may reasonably arrange, assuming the Company is notified of press calls at least three (3) days in advance of the call.
8. The Company does not allow photography or video recordings during the Event. The Presenter will implement commercially reasonable directions and requirements to the audience concerning such prohibition, which may be provided by Pilobolus from time-to-time. Special permission to record



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the first three minutes of the Event is possible with prior written consent from the Company, and agreement to the terms of the Company's licensing agreement.

The parties acknowledge and agree that the Company owns all right, title and interest in or to the choreography as performed by the Company including any unique performance architecture or ideas related to physical movement developed by the Company that underlies its performance, as well as the PILOBOLUS name, trademark, logo, and other indicia of ownership, and the photographs, biographies and other publicity material, Company provides the Presenter for use in front-of-house, advertising, website, the Program and/or other publicity materials (collectively, the "Company IP"). Except as otherwise permitted herein, the Presenter shall not have the right to use or otherwise exploit the Company IP in any manner, including in connection with merchandise, unless otherwise mutually agreed by the parties.

**PRESENTER**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PILOBOLUS**

Name: Jeffrey Bledsoe  
Title: Director of Finance & Administration  
Date: 8/28/14

P I L  
O B O  
L U S

# Pilobolus Dance Theatre

## Domestic Technical Requirements

rev. 8.1.13 v1

TO THE LOCAL MANAGER or PRESENTER:

This list of technical requirements is intended to be used as a **guideline**. While many venues will have no trouble in meeting these requirements, we understand that others will. Please note that all items contained within are **negotiable**. Please do not be put off by what might seem to be overwhelming demands on the budget or physical space. The company has extensive experience in adapting to a variety of local conditions while maintaining artistic integrity. We will do our utmost to offer an exciting program to your audience within any technical constraints.

Please note: An updated version of this rider will be disseminated in August 2014 following the creation of new work for this season.

Regarding program copy:

The Company will provide program information six weeks before the engagement date, assuming that the Company has received from the Presenter all relevant technical information, including technical specifications and the completed technical rider at least 10 (ten) weeks *before* the engagement.

If Presenter requires programming in advance of this timetable, the Company needs a 4 (four) week notice before programs can be delivered. In this case, the venue's technical information must be delivered to the Company's Production Manager 8 (eight) weeks prior to the date of delivery of programs.

If you have any questions or concerns, please feel free to contact us.

Thank you,

Kristin Helfrich  
P7 Production Manager  
Pilobolus Dance Theatre  
Tel: (860) 868-0538 ext 27  
Fax: (860) 868-0539  
Email: [khelfrich@pilobolus.org](mailto:khelfrich@pilobolus.org)

# Pilobolus Dance Theatre

## Technical Requirements

Venue Name: Van Duzer Theatre, Humboldt State U.

Venue Street Address: The venue does not have a street address. See attached tech Packet.

Loading Dock Address/Information: See tech Packet.

City/State: Arcata, CA

Date of Load-In: 11/12/14 Load-In Time: 9 AM

Date/Time of Performance(s): 11/13/14 8:00 PM.

Venue Technical Director: Dan Stockwell

Telephone #: \_\_\_\_\_ Cell#: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

Technical Information Online At: attached

*To the Presenter or Local Manager:* Please fill in the above information and initial at the end of each page indicating that you have read and understood each clause. When possible, please have the Venue Technical Director initial as well.

PILOBOLUS (Company) travels with a total of 4 (four) Technicians including a Production Stage Manager, Lighting Supervisor, Video Technician and a Stage Operations Manager. The company travels with 7 (seven) Dancers. The Company carries its own costumes, sets, and props, & projection equipment.

1. The Presenter agrees to provide a Technical Director or Stage Manager knowledgeable about the place of performance and empowered to make decisions on behalf of the Presenter.
2. The Presenter agrees to provide the Company Production Manager with the following technical data:

- Venue Ground Plan
- Venue Section
- Sightlines N/A DTS.
- Lineset Schedule
- List of **operational** lighting equipment with a detailed description of the lighting control equipment

In addition, please provide local area maps, directions to the theater and information on hotels, restaurants, medical facilities and shopping.

## Stage

1. The stage should be a **minimum of 42' wide at the proscenium, and 30' deep from curtain line to the last workable lineset**. Floor must be wood, smooth and level. The floor should be resilient, laid over wood sleepers. Floor cannot rest directly on concrete.
2. Stage, wing area and crossover should be free of all equipment and scenery. Stage must be properly heated to 68° to 72° Fahrenheit.
3. **A black Marley-type dance floor must be provided**. The floor must have the **minimum dimensions of at least 42' wide x 30' deep**. The floor must be in good condition, free of holes and tears, free from gum and other foreign residue. If this is not house equipment, ample time must be allowed prior to load-in to lay a rented floor.

## Curtains and Masking

1. The Presenter agrees to provide **soft goods** as follows:
  - 5 (Five) sets of black legs
  - 5 (Five) borders
  - 1 (One) Full Stage Black drop
  - 1 (One) Full Stage Black Scrim
  - Up to 90' (ninety feet) of ½" iron pipe for the bottom of Company backdrops (*depending on programming*)

## Lighting

← In house lighting only DTF

1. The Presenter agrees to provide **all lighting equipment, including color**. The Company requires approximately:
  - Over stage & Booms
    - 75 (seventy-five) Source Four 36° @ 575w (or equivalent)
    - 46 (forty-six) Source Four 26° @ 575w (or equivalent)
    - 4 (four) Source Four 50° @ 575w (or equivalent)
    - 20 (twenty) PAR 64 WFL @ 1Kw
    - 10 (ten) PAR 64 MFL @ 1Kw
    - 4 (four) Wybron CXI Color Fusion color scrollers (7.5 inch model), including all associated power supplies and data/control cables. Mounting plates for Par64 (or equivalent type lighting instrument) must also be provided.
  - Front of House (Beams and Box Booms)
    - 35 (thirty-five) Source Four 19° @ 575w (or equivalent)
  - 200 (two-hundred) dimmers
  - 1 (one) ETC Computerized (i.e. Element, Ion or Eos) lighting console with a minimum of 500 (five-hundred) control channels and a minimum of 2 DMX universes.

← Scrollers not available DTF

**Please note: Light plots are customized for each venue.** Reduction or increase in the number of lighting instruments and dimmers may be made depending upon program(s) performed or by special arrangement with the Company Production Manager. Any and all lighting changes must be approved by the Company Production Manager.

2. **Company's light plot must be hung, circuited and tested in advance of the arrival of the Pilobolus Technicians.** All overhead and high boom color (**provided by Presenter**) should be put into lighting instruments prior to company arrival. Company will provide color for the "low"

boom units indicated on the plot as "C/C" as well as all necessary templates for the entire plot.

3. The Company uses **special effects**, depending on the program. These include various **DMX** devices such as **strobes, color scrollers, Twinspins** and **Fog** or **Haze**. Please advise regarding air currents and the ability to turn off air handlers.

## Sound

**1. House System & Monitors:** The Presenter agrees to provide **all sound equipment**. Company requires sound equipment that equals or exceeds the following requirements:

- Main House System
  - o House Main PA must provide a full coverage with a minimum of 102 DB SPL at any position in the house free of distortion.
  - o Main Left/Right and Center Cluster speaker stacks and subwoofers
- Mixer & Outboard
  - o Mixer at House Mixing Position, if possible.
  - o Minimum of 8 channel Mixer with at least 2 post fader auxiliary sends, 2 band parametric EQ.
- Monitor System
  - o Monitor System power should be at least 50% of FOH power.
  - o Monitor Speaker description: 4 (four) Side Fills (15" woofer and 1"-2" horn).
  - o Monitor Speakers should be placed just offstage of the #2 and #4 booms SL and SR.
- Microphones
  - o 1 (one) Hand-held microphone w/50' cord at the Stage Manager's position.
  - o 1 (one) Wireless handheld mic for onstage announcements

**2. Communications:** The Company relies on **wireless intercom systems** for communication between the Company Stage Manager and stagehands during cueing and performance.

Pilobolus will provide 4 (four) Clear Comm wireless headsets and belt packs to be used for Company's crew that will be tied in to the house communication system. Please provide access to house clear com for tie in preferably on stage level.

Presenter agrees to provide a minimum of 5 headsets and beltpacks (wired or wireless) for local crew.

### 3. Playback & Source:

- a. Pilobolus will provide an A/V computer and Audiofire 12 Interface. Presenter agrees to provide a minimum of 6 (six) tie-ins on stage level that terminate at the house console.
- b. Presenter agrees to have a minimum of 4 (four) DI boxes available.
- c. Depending on programming and Video needs, Company's Technical Director may be required to run the Audio/Video computer. Please discuss detailed crew requirements with the Production Manager in advance of the show.

## Projection

1. When Possible, Pilobolus will run all Video signal from backstage right or left. Please provide Production Manager with the following information:

- Possible front of house projection positions with distances from plaster line.
- Approximate cable run lengths from FOH positions to backstage right or backstage left. - 120' min

2. Please be advised that a second video technician may be required where cable runs from front of house to backstage are not possible.

3. Presenter agrees to provide 2 (two) 110v non-dimmable circuits at the Front of House Balcony rail or other agreed upon projection position for Pilobolus projector and dowser.

4. Additional video requirements may be necessary depending on programming. Additional requirements are listed per piece at the end of this document.

## Dressing Rooms

1. The Presenter agrees to provide a minimum of 3 (three) heated dressing rooms all with restroom facilities (hot and cold running water). These facilities must be separate and apart from public view. Each dressing room must be clean with sufficient lighting for make-up, mirrors, tables, chairs, clothes rack and electrical outlets. Sufficient area offstage will be needed for quick changes.

## Wardrobe

1. The wardrobe room may be either an additional unoccupied dressing room or a separate workroom. The wardrobe room should be equipped with clothes racks, hangers, electrical outlets, ironing board, iron, sewing machine, a sink for hand washing, washer, dryer and industrial steamer.

2. If there are no laundry facilities on site, the Presenter will make arrangements and pay for the show laundry to be done. All show laundry must be completed and arrive back at the theatre 5 (five) hours before the time of the show.

## Other

1. Presenter agrees to provide 4 (four) prop tables each 6' (six feet) long.

2. Dance floor should be laid prior to company arrival with black vinyl tape unless otherwise specified by Company's Production Manager.

3. Depending upon programming, additional technical requirements may be added. Additional Requirements are listed per piece at the end of this rider.

## Technical Schedule

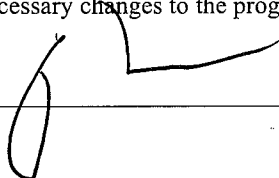
### 1. Pre-Company Arrival

The following tasks must be completed prior to company arrival:

- Lighting Plot is hung, circuited, troubleshot and colored as per the Company's Lighting Plot
- Booms are placed in position as drafted.
- House soft goods are hung as per the Company's lineset schedule.
- Marley floor is laid & taped unless otherwise specified.
- Sound system is hung, monitors are placed, and sound system is rung out and equalized for the venue.

The presenter agrees to make the venue available to the local theater personnel for the purpose of this technical set up to 24 (twenty-four) hours prior to "Load-In" or at the discretion of the venue's Technical Director. Pilobolus recommends a period of no less than 12 hours to accomplish the pre-arrival preparation.

In the event that the aforementioned items are not completed before the Company's arrival, Pilobolus reserves the right to make any necessary changes to the program in order to meet the performance deadline.

  
 \_\_\_\_\_ **Presenter Signature Required**

### 2. Load-In

"Load-In" refers to a period of 20 (twenty) hours scheduled for the day before the performance and the day of the performance, in which the company will arrive to load in the show, focus the plot, hang Company soft goods, set up projection, set lighting cues and sound check and rehearse the show.

3. When the company performs 2 (two) different programs, including a student performance, or is performing new work, an additional 6 (six) hours will be added to the Company "Load-In Day."

4. If television, radio, film or other activities should cause a delay in the technical preparation of the show, the Presenter shall be responsible for the time, personnel, and costs associated with the technical preparation of the show.

5. Typical Schedule – Please Note that schedules are made specifically for each venue according to many factors including travel plans, freighting schedules and theater availability. This schedule will be arranged in advance with the Company Production Manager. The schedule that follows is an example of a typical load-in and show.

#### Example Load-In Day

9:00 AM	Pilobolus Truck Arrives/Unload Truck
9:00 – 11:00 AM	Prep Soft Goods, Lighting Templates, Screens, Projectors, Props & Wardrobe
11:00 – 11:15 AM	Coffee
11:15 – 1:00 PM	Lighting, Screens & Projection & Prep Continues
1:00 – 2:00 PM	Lunch
2:00 – 4:00 PM	Lighting Focus
4:00 – 4:15 PM	Coffee
4:15 – 6:00 PM	Focus Continues
6:00 PM	End of Day

**Please Note:** If two programs are being performed, this schedule will be arranged to begin at 9:00 AM & end at 11:00 PM with appropriate meals & breaks.

#### Example 1<sup>st</sup> Performance Day



9:00 – 11:00 AM	<i>Morning Work Call as Needed for Focus, Cuing and Sound Check (Final call TBD on site with PSM &amp; Lighting Supervisor)</i>
10:30 – 10:45 AM	<i>Coffee</i>
10:45 – 12:00 PM	<i>Morning Call continued</i>
12:00 – 1:00 PM	Lunch
1:00 – 3:00 PM	Lighting Cues & Sound Check
3:00 – 4:00 PM	Dancers Arrive & Warm Up/Crew Talk through of Show
4:00 – 6:00 PM	Technical Rehearsal as needed with Dancers
6:00 – 7:00 PM	Crew Dinner/Dancer Work light Rehearsal Continues on stage
7:00 PM	Show Call/Prep Stage for Performance
7:30 PM	House Opens
<b>8:00 PM</b>	<b>Performance</b>
10:00 PM	<b>Strike</b> or End of Day on multiple show runs

### Crew Requirements

1. Show Call for Technical Crew shall be one hour before performance to prepare the stage for the performance. If union or house regulations interfere with this schedule please discuss with Company's Production Manager prior to the scheduling.
2. Show Crew is required to wear fully black attire and will be seen onstage by the audience when Interstitial Videos are programmed. Presenter agrees to any additional labor and union costs related to live changeovers on stage.

### 3. Typical Crew Needs

#### Example Load-In Crew

1	Light Board Operator
1	Sound Engineer
4	Carpenters (1 acting as loader for AM call)
1	Flyman
4	Deck Electricians/Focusers
1	Video Technician
1	Wardrobe
2	Props

#### Example Show Crew

1	Light Board Operator
1	Sound Engineer
4	Properties/Carpenters
2	Rail (please discuss the total number for curtain/rail based on program)
2	Deck Electricians
1	Video Operator
1	Wardrobe

**Strike Crew** is typically a few stagehands in addition to Show Crew at the discretion of the venue.

4. Show Call for Technical Crew shall be one hour before performance to prepare the stage for the performance. If union or house regulations interfere with this schedule please discuss with Company's Production Manager prior to the scheduling.

5. The Presenter agrees to obtain and pay for any local work permits, union fees, taxes, and other local licenses that may be required for the Company to carry out the residency activities and performance(s) covered by this agreement.

**6. PILOBOLUS DOES NOT CARRY A YELLOW CARD.**

**Insurance**

1. The Presenter shall provide for adequate insurance coverage, including insurance against losses due to fire or theft, and personal liability insurance covering the activities of the residency. The Presenter agrees to indemnify and save harmless the Company from all claims arising in any manner in connection with those performance(s) or other residency activities, except to the extent that such claims may be occasioned by the negligent act or acts of the company.

**Freight**

1. When possible, Company freight will be delivered to the venue by a trucking company. The freight will generally arrive the day of load-in and be picked up at the end of strike. The Company will make every effort to work within the Presenter's and venue's schedule.

**Hospitality and Catering** *- must stay within the caterers budget - Ann*

1. The Presenter agrees to provide breakfast (yogurt, granola, muffins, bagels, coffee, tea and juice) for all Company crew-members (4) on each day of the load-in. Breakfast should be available 2 (two) hours after the beginning of work on each day of the load-in.

2. For each individual performance, including both shows on a double show day, the Presenter agrees to provide a meal and refreshments to the Company and Company's crew. Catering should serve a total of 12 (twelve) people. Vegetarian entrees should serve 4 (four) people.

**Note: The Company enjoys eating a variety of foods and often tires of chicken & pasta! If there is a unique local dish in your region or your caterer has a specialty, we would love to eat it! The following entrees are a suggestion for evening shows, for any other schedule please consult the Company Manager. In all cases, Please provide the Company Manager with the final menu for approval.**

**Beverages:**

- **4 (four) gallons of filtered, non-carbonated water** located on stage. **The company travels with its own refillable water bottles.** Water cooler stations are preferred for either side of stage. Bottled water is fine where this is not available.
- 18 (eighteen) cans/bottles of assorted chilled fruit juices
- 18 (eighteen) cans/bottles of assorted chilled soft drinks (some diet)
- Coffee with dairy creamer and sugar
- Assorted herbal teas and hot water

**Appetizers & Snacks:**

- Hot soup such as tortellini, cream of vegetable, or chicken noodle
- Assorted cheese and cracker platter
- A fresh fruit & vegetable platter. This can include whole fruits.
- Assorted Energy Bars

**Entrees:**

- 1 (one) protein entrée (*lactose free*), such as Chicken, Fish, or beef)
- 1 (one) vegetarian entrée (marinated seitan, tempeh, tofu, or portabella mushrooms etc.)
- 1 (one) hot vegetable side dish such as beans, broccoli, mixed veggies or asparagus.
- 1 (one) whole grain dish (*lactose free*) such as pasta with sauce, couscous, rice or quinoa.
- Salad with dressings
- Fresh Bread, Pitas or Tortillas
- Desserts such as cookies, cake, brownies, chocolate.

3. For student/school performances or matinees *before 3pm* please provide:

- 40 (forty) individual bottle of non-carbonated water (24 (twenty-four) *not* chilled)
- 18 (eighteen) cans/bottles of assorted chilled fruit juices
- 18 (eighteen) cans/bottles of assorted chilled soft drinks (some diet)
- Coffee with dairy creamer and sugar
- Assorted herbal teas and hot water
- Assorted whole fruits such as bananas, grapes, apples, oranges, etc.
- Bagels and/or muffins
- Scrambled eggs
- Breakfast meat such as bacon, ham, sausage etc.

**Please discuss the meal timings directly with the Company Manager.** In a typical schedule, catering would be set up at 3:00 PM for an 8:00 PM performance. The company asks that the food be left out for as long as possible up to the end of the performance. Presenter agrees to provide to go containers in the event that the food must be cleared before the end of the performance.

**Please discuss the set up time for these items directly with the Company Production Manager**

**Artistic Control**

1. The Company shall, at all times, retain sole artistic control over the performance(s) and other residency activities.

**PLEASE NOTE:**

The works “Day Two” and “Shizen” may be performed with partial **female nudity**. “Untitled” may be performed with **male nudity**. If the Presenter anticipates any difficulties with the performance of these works as they were originally conceived, the Presenter **MUST** inform IMG Artists and Pilobolus Dance Theatre immediately. If the Presenter anticipates a problem and the Company chooses to include these works in programming, the dancers will be clothed.

# POSSIBLE ADDITIONAL TECHNICAL REQUIREMENTS DON'T PANIC!!!

Some Pieces in the Pilobolus repertory have special technical requirements.  
**If any of these pieces are to be performed at your venue, the following additional technical requirements will apply.**

## ALL IS NOT LOST

1. The Presenter agrees to provide **1 (one) 220 volt dedicated circuit or 2 (two) 110 volt circuits on separate legs of house power.** These circuits must be non dimmable circuits located USR with 25' of additional cable. *(If "Skyscrapers" is also programmed in the show, this circuit can be shared between the pieces.)*

## AZIMUTH

1. Presenter agrees to provide **2 (two) 8' tall booms with 50lb. boom bases** in addition to the standard booms.

## DAY TWO

1. The Presenter agrees provide **6 (six) rolls of black vinyl or dance floor tape per performance** of this piece at your venue.
2. The presenter agrees to allow Pilobolus to drill 4 (four) ½ inch holes in the deck on opposite sides of the stage for starting blocks for the slides at the end of the piece.

## DUET '92

1. Presenter agrees to provide 1 (one) 'Le Maitre G300mkII Fog Machine with Low Smoke fluid from the same manufacturer and 1 (one) 50lb. Low Pressure Liquid CO2 Tank per performance. For more information on these products please visit the link below.

<http://www.lemaitreusa.com/productinformation.aspx?UKeyCategory=8&UKeyProduct=89>

NOTE: Pilobolus has worked with many different LSG machines. If this machine is unavailable to you please discuss other options with Company's Production Manager.

DF 50 only available  
DTS

## [ESC]

1. Presenter agrees to provide easily accessible stairs from the house to the stage for this piece. These stairs must meet all safety standards for audience use.
2. Presenter recognizes that this piece includes audience participation. Audience members will be invited on to the stage to interact with the performers.

Note: Pilobolus carries liability insurance covering audience members & participants during performances. For more information please contact our General Manager.

## KOROKORO

1. The Presenter agrees to provide an additional 2 (two) 110 volt non-dimmable circuits located at the Front of House Balcony Rail or an agreed upon front of house projection position for Pilobolus provided projector and dowser.

*(If "Rushes" is in the same program both pieces will use the same projector and dowser.)*

Note: Dancers in Korokoro use grey colored body make up that rubs off onto the marelly floor. Company carries the cleaning products to remove the makeup from the floor. If you have questions or concerns regarding the body make up please contact the Company's Production Manager.

## MEGAWATT (short version)

← House inventory only DTS.

1. The Presenter agrees to provide 4 (four) **L&E Ministrips (or equivalent)**, each 6 foot long with 3 circuits, and 75 watt flood lamps.
2. The Presenter agrees to provide 4 (four), **8 foot tall booms with 50lb boom bases**.

## RUSHES

1. The Presenter agrees to provide 9 (nine) rolls of clear, matte vinyl tape and 2 (two) rolls of white vinyl tape.
2. The Presenter agrees to provide an additional 2 (two) 110 volt non-dimmable circuits located at the Front of House Balcony Rail or an agreed upon front of house projection position for Pilobolus provided projector and dowser. *(If Korokoro is in the same program both pieces will use the same projector and dowser.)*

## SKYSCRAPERS

1. The Presenter agrees to provide **30 (thirty) feet of ½ inch iron pipe (bottom pipe)** for Pilobolus provided RP screen.
2. The Presenter agrees to provide **1 (one) 220 volt dedicated circuit or 2 (two) 110 volt circuits on separate legs of house power**. These circuits must be non dimmable circuits located USC with 25' of additional cable. *(If "All Is Not Lost" or "Transformation" are also programmed in the show, this circuit can be shared between the pieces.)*

## **TRANSFORMATION**

1. The Presenter agrees to provide **30 (thirty) feet of ½ inch iron pipe (bottom pipe)** for Pilobolus provided RP screen.
2. The Presenter agrees to provide **1 (one) 220 volt dedicated circuit or 2 (two) 110 volt circuits on separate legs of house power.** These circuits must be non dimmable circuits located USC with 25' of additional cable.

## **KID'S SHOW**

1. The Kid's show is comprised of the following pieces that have additional requirements:

“All Is Not Lost”

“Transformation”

Presenter agrees to provide the any additional requirements for these pieces.

2. Presenter agrees to provide easily accessible stairs from the house to the stage for the Kid's Show. These stairs must meet all safety standards for audience use.

3. Presenter agrees to provide 2 (two) Shure ULX-1 Body Pack Transmitters with compatible receivers & 2 (two) DPA-4066 microphones (beige).

<http://www.dpamicrophones.com/en/products.aspx?c=Item&category=269&item=24053>

4. Presenter recognizes that the Kid's Show is an audience participatory event. Audience members will be invited on stage to move and interact with the dancers.

5. Presenter agrees to provide 2 (two) wireless handheld microphones with compatible receivers.

If you have any questions regarding the above information, please contact:

Kristin Helfrich  
Production Manager  
Pilobolus Dance Theater  
Office: 860-868-0538 x27

Fax: 860-868-0530

Email: khelfrich@pilobolus.org

PILOBOLUS CONTACT INFORMATION

JEFFREY BLEDSOE, Director of Finance

*Billing*

917-438-6334

jbledsoe@pilobolus.org

KRISTIN HELFRICH, Production Manager

*Technical Advance, Crew Scheduling & Requirements*

860-868-0538 x27

khelfrich@pilobolus.org

KIRSTEN LEON, Company Manager

*Contracting, Travel, Accommodations, Program Information, Hospitality,*

860 -868-0538 x14

kleon@pilobolus.org

AJ RADFORD, Marketing Director

*Marketing Materials & Press Arrangements*

917-438-6338

aradford@pilobolus.org

SHANE MONGAR, Director of Production

860-868-0538 x25

smongar@pilobolus.org

**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. [Pilobolus Engagement Agreement Section 17 incorporated and attached to this Performance Rider herein.](#)
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. [and Pilobolus Engagement Agreement Section 18 and Section 19 incorporated herein](#)
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. [CenterArts' costs, expenses, damages shall not exceed 10% of the Artist fee \(\\$1,700.00\) and shall be documented.](#)
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/riders 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. Pilobolus is a 501(c)(3) organization and shall submit 590 form to waive California Franchise tax.

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.

Jeffrey Bledsoe  
For Artist

Tax ID/Social Security #

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

Heidi Chien  
For University Center