



By mutual agreement made this date, Tue, Jun 2, 2015 by and between Pink Martini, Inc. (hereinafter referred to as "PRODUCER") f/s/o Pink Martini ("ARTIST") and Humboldt State University ("PURCHASER"). The undersigned PRODUCER and PURCHASER agree to the following terms and conditions for the entertainment presentation described below ("Engagement").

DATE(S): Fri Dec 11th, 2015
 ARTIST: Pink Martini
 VENUE: Van Duzer Theatre - Humboldt State University
 ADDRESS: Center Arts - Humboldt State University
 1 Harpst Street
 Arcata, CA 95521

BILLING: 100% Headline
 AGES: AA
 CAPACITY: 810

ANNOUNCE DATE: Mon Jun 15th, 2015
 DOORS: 7:30 pm
 SHOW: 8:00 pm
 SET TIME: 8:00 pm
 SET LENGTH: 2 x 45-60 min

ON SALE DATE: Mon Aug 3rd, 2015

DEAL: \$25,000.00 ("Guarantee")
 Deal: Plus 85% of GBOR after \$41,802.50. Split point is estimated. PURCHASER to verify mutually agreed documented expenses with receipts, Paid via Check

ANY PERCENTAGE PAYMENTS MADE BY UNIVERSITY CHECK MAILED FOLLOWING BUSINESS DAY
 ALL PAYMENTS BY UNIVERSITY CHECK

ADDITIONAL PROVISIONS: *Local backline - An*
 PURCHASER to provide backline and piano (as per artist rider), local ground transport (please refer to clause #3 in artist rider), hospitality/catering, as per artist rider requirements. NO HOTELS provided.

Artist to receive twenty-five (25) comps. (Artist comps should be at least half in premium seating with approval prior to on-sale date).

SINGER TBA

DEPOSIT(S): N/A, Balance payable to Pink Martini, Inc. [redacted] day of performance

TICKET PRICE: General Admission \$55.00/\$55.00 [810]
 Students \$25.00/\$25.00 [0]

TICKET FEES:

GROSS POTENTIAL: \$44,550.00
 ADJUSTED GROSS PTNTL: \$44,550.00
 GROSS PTNTL AFTER TAXES AND FEES: \$44,550.00

TAX:
 MERCH %: All: 85% Artist Sells

IN-HOUSE SOUND, LIGHTS & PRODUCTION _____

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT _____

Signatures on Next Page



The attached ARTIST Rider is hereby made an integral part of this contract. This contract and the attached ARTIST Rider constitute the complete and entire understanding of the parties ("Agreement"). It is expressly understood by the PURCHASER and the PRODUCER that neither The Windish Agency nor its officers nor its employees are parties to this contract in any capacity and that neither The Windish Agency nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

IMPORTANT: ONE COMPLETE COPY of this contract and rider, signed by the PURCHASER, must be received by The Windish Agency via email, fax, or mail, no later than Tue, Jun 16, 2015. If said documents are not received by this date, PRODUCER shall have the right to cancel this engagement by notice to the PURCHASER

BY: X
SIGNATURE OF PURCHASER
PURCHASER: [Redacted]

Humboldt State University
1 Harpst Street
Arcata, CA 9522a

PHONE: 707-826-~~3307~~ **3928** FAX:
WEB: <http://www.humboldt.edu/centerarts/node/215>

Roy Furshpan
Director

BY: X
SIGNATURE OF PRODUCER REPRESENTATIVE
Pink Martini, Inc.

c/o The Windish Agency
1658 N. Milwaukee Ave., #211
Chicago, IL 60647
PHONE: (773) 489-3500

FAX: (773) 489-3535

PINK MARTINI CONTRACT RIDER - US & CANADA VERSION

Contact

Tour Manager
Howie Bierbaum
ph: 503.329.2487
[REDACTED]

FOH
Pete Plympton
ph: 503.381.0209
[REDACTED]

Artist Management
William Tennant
ph: 503.249.0808
[REDACTED]

This rider covers the factors necessary in order to provide for maximum performance quality and safety of "PINK MARTINI", hereafter referred to as ARTIST. This rider is made part and parcel of the attached performance agreement.

1. **TECHNICAL SPECIFICATIONS:** Current plots for stage, lights and sound can be downloaded at [REDACTED]. The PURCHASER agrees to provide a professional sound system with the specifications set out as follows:
 - a. The sound system shall be set up and tested to be in complete working order before the arrival of the ARTIST. The PRESENTOR shall provide a high quality professional sound reinforcement system. This system should have smooth frequency response from 55 HZ to 16 KHZ with sufficient power, even room coverage, and no distortion or outstanding noise. The system shall be capable of evenly covering the entire listening area and must be able to reach loud (110 dB at mix position) levels without audible distortion. All speaker enclosures should be of a reputable make (VDOSC, EV, EAW, Turbosound, Nexo, Meyer, JBL). The system shall include appropriate amplification, cables, connectors, snakes, microphones, mic stands, all necessary rigging hardware, etc. required to run the system and shall be provided by the sound contractor. The number of speakers will depend on the type of speaker and size of venue. Estimated total power capacity in Watts = Venue capacity x 10. A person familiar with the system shall be available for consultation during load-in, sound check, and performance. ARTIST shall have control of all sound in the staging and audience areas during load-in, set-up, performance, and load-out portions of the engagement, unless specified otherwise. The PRESENTOR will provide an area for the front of house mix positions on the main floor (not in a balcony), no more than 30 meters / 100

feet from the front of the stage and as close to center as possible, with no obstructions of view between the riser and stage. The front of house mix position must be in front of the stage (not behind or at the side of the stage).

Specific sound requirements:

THE FOLLOWING TO BE SUPPLIED BY PRESENTER/PROMOTER

1. ~~Digidesign Profile mixing console, or~~ *House Consoles only DTS*
2. ~~Soundcraft Vi4 or Vi6 mixing console~~

The stage and monitor system must be ready and wired as per ARTIST's input list by load in.

- b. **MONITOR MIX:** One friendly, competent and sober sound engineer to operate on-stage monitor mixing all day. The system must have enough input channels, output mixes, and wedges to satisfy the ARTIST's input list and stage plot. A (24) channel monitor mixing console providing (8) independent monitor mixes with separate 1/3 octave equalization on each mix. 1 reverb for monitors must be provided (Lexicon 80/90, Yamaha SPX 990 or similar).
- c. **WEDGES:** (9) Wedge monitors (never side fill or drum fill). The wedges should be as compact as possible (8"x1", 10"x1", 12"x1").
- d. **MICROPHONES:** PURCHASER to provide the following:
- (1) ~~BETA 91 SHURE~~
 - (4) ~~BETA 58 SHURE~~
 - (6) ~~BETA 57 SHURE~~ *House Mics ONLY DTS*
 - (4) CONDENSERS
 - (2) ACTIVE DI
 - (4) straight stands with round base
- The remaining microphones needed will be provided by ARTIST.
- e. **STAGE:** The PURCHASER shall arrange for a safe, well-braced, raised and level stage no less than 16' deep by 24' wide or 8m deep by 10m wide. In festival changeover situations please provide (1) 8'x8'x1' drum riser. Riser must be rolling and locking with black skirting. For outdoor events, the stage must be covered. Please sweep the stage prior to ARTIST'S arrival. PURCHASER to provide a stage with a black dress, a clean back drop (cyclorama preferred) and enough duvetyrn to cover (4) medium size road cases used on the stage. After the rehearsal, stage crew must dress cables and sweep the stage again.
- f. **ACCESS:** ARTIST shall have at least five hours use of the stage (which will include at least one hour for sound check) before the use of it by other acts and/or the opening of the house. ARTIST will have at least two hours to exit the engagement location (load-out). PURCHASER shall provide ARTIST with

unobstructed use of these areas. The stage, mix position and sound system and other items aside from the ARTIST's equipment must be set-up prior to load-in time.

- g. **ELECTRICAL POWER**: The PURCHASER shall arrange for adequate, dedicated power at the stage for sound and lights per the specifications from the sound and light providers. If necessary, a qualified electrician shall be present at load-in time to hook up power. This electrical distribution will be for the exclusive use of the ARTIST.
- h. **BACKLINE**: (The PURCHASER shall provide the following at no cost to the ARTIST). PRESENTOR will arrange for and provide rental "backline" instruments per ARTIST specifications (see list below). Backline must be unloaded, set and placed on stage per ARTIST'S stage plot prior to load-in.

Pink Martini Backline Rental Gear List

No substitutions please – all gear/brand types are specific! Backline must be approved by tour before day of show. All gear should be uncased and assembled on stage per stage plot prior to band load in.

PURCHASER to provide (1) professional Back Line Technician for set up, sound check and throughout the show.

THE FOLLOWING MUST BE PROVIDED: – Local backline-MJ

Piano: The PURCHASER must provide a Steinway Model B (6' 10") or Model A (6' 2") acoustic baby grand piano. In the case of a symphony performance, PURCHASER must provide one 9-foot Steinway Model D acoustic concert grand piano. If Steinway pianos are not available, ARTIST will accept substitute pianos of comparable size and quality from the following makers only: Boston, Knabe, Bechstein, Bosendorfer, Mason & Hamlin, Falcone, Kawai, or Yamaha.

Under no circumstances will an upright piano or a digital piano be accepted.

The piano must be tuned to A440 and placed on stage prior to the ARTIST's load-in. The piano may be tuned after but not during the sound check.

Drum Kit (Yamaha Maple Custom or Yamaha Recording Custom):

- (1) Kick drum: 20"x16" (with hole in front head for microphone)
- (1) Rack tom: 10"x 9"
- (1) Floor tom: 14"x14" (must be on legs as opposed to suspended)
- (1) Floor tom: 16"x16" (must be on legs as opposed to suspended)
- (2) Snare drums: 14"x 5.5" or 14"x6" (Brass or Maple)
- (3) Drum thrones (Roc n Soc, Tama or equivalent)
- (1) Bass drum pedal with chain (Drum Workshop 5000 or equivalent with a felt beater)
- (1) Drum rug: 6'x 8' with rubber backing

(1) Pillow for bass drum

Notes: ARTIST provides cymbals for all dates.

Stands:

(All hardware should be double braced Yamaha or Pearl)

- (1) Hi hat stand
- (2) Snare stand
- (7) Boom cymbal stands

Drum Heads: All drums must have new coated Ambassador Drum heads on the top and clear Ambassador heads on the bottom.

(1) Bass head - must be Evans EQ4 or Powerstroke 3

Additional Percussion:

(3) Latin Percussion (LP) congas: diameters of: 11" quinto, 12" conga, 13" tumba
(without cradles)

(2) Latin Percussion (LP) "Tito Puente" brass Timbales **with cowbell mounting post**

Diameters of: 14" and 15"

*Please note if stage is covered in carpet a 3' x 4' finish grade 5/8" plywood board will be required for Congas to be placed upon.

Absolutely no student models.

Bass:

(1) Carved 3/4 (USA) size professional acoustic upright bass - 42 inch scale
(measurement of strings, nut to bridge) with steel strings. Pick-up:

Underwood Required

Adjustable bridge with French-style bow. "Jazz" set-up preferred.

New Steel strings: Spirocore orchestral GAUGE. Must be set up 48 hours before the day of show. **Absolutely no student models.**

Amps:

Bass amp: SWR SM-400 (or equivalent) bass amplifier with cables
4"x10" bass speaker cabinet

Guitar amp:

First choice: Fender Twin '65
reissue/Blackface

Second choice: Roland Jazz Chorus

Harp and Cello: to be advanced with tour manager.

Other:

(2) Clean, matching & sturdy barstools: one each for bass and guitar.

- (4) Music stands
- (1) Percussion Table
- (2) Acoustic guitar stands
- (1) Electric guitar stand
- (8) Orchestra chairs (with flat seat and back. no armrest)

2. **AIR TRANSPORTATION:** PURCHASER will provide up to eighteen (18) round-trip air tickets from Portland, OR (or other **to/from** locations as specified by ARTIST). Purchaser shall not book any air travel without confirmation of departure/arrival cities, travel times, airlines and booking class without the prior written approval of Artist. The Artist reserves the right to book all flights, which the Purchaser shall pay for directly to Artist's travel agent or Purchaser's travel agent. For Pacific or Mountain Time Zone destinations: air tickets must be direct non-stop flights. For all other US destinations: air tickets must have no more than one layover. For international destinations, the tickets must have the least layovers possible. In no cases shall air transportation include unreasonably long layovers or circuitous routes. ARTIST must approve flight itineraries in advance prior to purchasing tickets. Advance with tour manager the required seat assignments (window or aisle), which must be assigned in advance. Flights must be on Delta Airlines or partner airlines whenever possible. If flights are not on Delta airlines or partner airlines, ARTIST's baggage fees must be provided by PURCHASER as well.

3. **GROUND TRANSPORTATION:** PURCHASER will provide local ground transportation for the touring ensemble, UP TO 18 PERSONNEL AND GEAR, in the form of SUV'S and 15-passenger vans AND an **empty** cargo van for luggage/gear (typically 45-50 pieces of luggage/gear) with drivers, including airport pickup and delivery if applicable. The vehicles & drivers shall be available to the ARTIST from the time of load-in until the completion of load-out. Advance specific transportation needs with Tour or Production Manager. Transfers by taxi will not be accepted.

4. **PARKING:** Ample and secured parking shall be provided at PURCHASER's cost for at least two (2) tour buses and one (1) trailer, up to 115' of parking at load-in area during load-in and load-out and within one block at all other times during the engagement. If ARTIST must park in a parking garage or area, parking validation and/or reimbursement is required.

5. **ACCOMMODATIONS:** PURCHASER will provide one (1) suite and up to seventeen (17) single, King/Queen size rooms at a four-star hotel nor more than five (5) miles from the venue for each night ARTIST is required in the city of performance, including, when necessary, the night prior to the first performance or rehearsal. Purchaser must advance and review hotel accommodations with ARTIST prior to final booking. All accommodations are to be prepaid by PURCHASER prior to the engagement. Contact Tour Manager for rooming list and individual room needs for ARTIST (exact number of rooms to be determined with tour manager per advance).

6. **SOUND CHECK REQUIREMENTS:** ARTIST shall receive a thorough sound check prior to the doors opening to the public at the venue. The ARTIST needs (3) hours for set

parking for two buses or one bus with a trailer beside it at the stage door. Additional parking four blocks away - 2.

up and up to (90) minutes of exclusive time on the house sound system with the aid of the sound technician working the venue the day of the performance.

****NOTE:** If one or more of the backline or sound check requirements are not complied with the ARTIST reserves the right to cancel the Engagement and the PURCHASER will be liable to the ARTIST for the full Guarantee specified for the Engagement.**

7. **LIGHTING REQUIREMENTS:** A high-quality and professional lighting system to be provided by the PURCHASER. One friendly and competent operator should be available from the time of load-in through the performance. ARTIST shall have control of all lighting during load-in, set-up, performance and load-out portions of the engagement, unless specified otherwise.

Lights to be provided:

- (2) Follow spot (HMI 2500W)
- (48) PAR CAN narrow spot (CP61) – back light
- (3) PROFIL 714 2000W – back lights
- (2) PROFIL 614 1000W – Front light
- (14) PC 1000W– Front light
- (12) PC 1000W- Floor

During the rehearsal and the show, no haze or fog.

Clear communication will be necessary between backstage, lighting desk and spot operator(s).

8. **VENUE PERSONNEL:** The PURCHASER shall provide ONE competent sound engineer and one monitor engineer. The ARTIST may provide their own FOH soundperson, who shall have the ability to, at his discretion, attenuate, or remove completely any compression or limiting that may be inserted into the main FOH mix. The PURCHASER shall provide four (4) sober, able-bodied stagehands to assist the ARTIST with load-in and load-out of the ARTIST'S equipment and set up in accordance with times stated.
9. **ADDITIONS TO THE BILL:** ARTIST shall have full control of show lineup. No additional acts may be placed on the bill without the mutual consent of ARTIST and PRESENTER.
10. **PRODUCTION AND PERFORMANCE CONTROL:** The ARTIST and their personnel shall maintain 100% creative control of the production and presentation of the ARTIST'S performance, which includes, but is not limited to, the following provisions:
- a. There are to be no stage announcements whatsoever provided that the foregoing shall not be construed to limit required announcements for emergency or security problems and/or concerns.
 - b. The volume of the Engagement, both onstage and through the house system, shall be determined exclusively by the ARTIST (within the limits of equipment

capacity). If venue has dB restrictions, such shall be made known to ARTIST in writing at the time of signing of this Agreement.

- c. All production kills will be made according to ARTIST's technical rider and coordinated through the ARTIST's Production Manager and Tour Manager. There shall be no reduction in the Guarantee due to production kills.
 - d. All music played in the venue before and after the Engagement, between acts and during all intermissions shall be subject to the prior approval of ARTIST, or at the ARTIST's election, furnished by the Tour Manager or Sound Engineer.
 - e. ARTIST shall not utilize, display or permit any third party or entity to utilize or display, before, during or after an Engagement, any film, video or other audio-visual program without prior written approval of ARTIST.
 - f. Except as necessary for emergency or security concerns, the house lights shall not be turned up during an Engagement unless and until cued by the Tour Manager or ARTIST Lighting Director.
11. **SECURITY:** The PURCHASER shall guarantee proper security at all times to ensure the safety of the ARTIST, auxiliary personnel, instruments, all equipment, costumes and personal property during and after the Engagement. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and mixing consoles. Security protection is to commence upon arrival of the ARTIST at the venues, until all equipment is repacked into transportation and ARTIST personnel have left the premises.
12. **INDEMNIFICATION:** PURCHASER shall indemnify, protect, and hold ARTIST and the individual performing members of ARTIST, as well as ARTIST's respective agents, employees, representatives, officers, and directors, harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the Engagement, including, but not limited to:
- a. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Engagement.
 - b. Any and all loss, damage, and/or destruction occurring to ARTIST's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Engagement, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control.
 - c. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Engagement, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party.
 - d. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by ARTIST. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to ARTIST, and ARTIST expressly agrees to such claim, deduction, or offset in writing.

13. INSURANCE:

- a. PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Engagement(s). The policy shall name ARTIST, each individual member of ARTIST, the applicable BOOKING AGENCY, and their respective employees, directors, officers, principals, representatives, and shareholders as additional insureds.
- b. In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. ARTIST's failure to request, review or comment on any such certificates shall not affect ARTIST's rights or PURCHASER's obligations hereunder.
- c. The insurance policies described herein will contain provisions requiring the insurance company to give ARTIST at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to ARTIST for written approval prior to any such change taking effect.

14. **ARTIST GUEST LIST:** For public performances, ARTIST will be allowed a guest list for each performance of ^{125 or} ~~THIRTY (30)~~ guests/tickets with the option of purchasing additional good seats. Artist comps should be at least half in premium seating with approval prior to on-sale date. ARTIST reserves first choice of seats to hold for the ARTIST's band, record company, and other third parties reasonably designated by ARTIST.

15. RECORDING THE PERFORMANCE:

- a. There shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of ARTIST or ARTIST's performance unless express prior written permission has been granted by ARTIST, which permission may be withheld or granted in ARTIST's sole discretion. PURCHASER acknowledges and agrees that ARTIST shall, throughout the universe in perpetuity, be the sole and exclusive owner (as works made for hire) of, and ARTIST hereby reserves all rights with respect to, any and all material which displays, duplicates or reproduces all or any part of the activities of ARTIST and/or other persons in connection with the performance, this Engagement, or otherwise in connection with ARTIST's professional and personal life (including so-called "behind the scenes" and "making of" activities). All of the foregoing are herein collectively referred to as the "Reproductions".

- b. It is hereby agreed and understood that ARTIST may be filming and recording the performances for potential future use and exploitation; there is to be no origination fees, location fees, usage fees, royalties or other sums due PURCHASER, venue management or any third party for any such use or exploitation. PURCHASER acknowledges and agrees that ARTIST and ARTIST's designees shall have the sole and exclusive right to make and authorize the making of any Reproduction, in their sole discretion, and that the Reproductions may contain scenes in which PURCHASER's personnel appear recognizably and/or in which PURCHASER's name, or PURCHASER's personnel's names, sounds, voices, photographs, likenesses, appearances, performance and/or Engagements, activities or any combination of the foregoing are used (the "Scenes"). PURCHASER, on behalf of itself and PURCHASER's personnel, hereby grants to ARTIST, throughout the universe in perpetuity, the right to distribute, advertise, promote, exploit or otherwise use the Scenes by any and all means in any and all media. PURCHASER, on behalf of itself and PURCHASER's personnel, hereby releases ARTIST and their respective affiliates from any claims and causes of action which PURCHASER and/or PURCHASER's personnel might have arising from the manner in which PURCHASER and/or any of PURCHASER's personnel are depicted in the Scenes.
- c. The only professional photographers that will be allowed to shoot during ARTIST's Engagement or otherwise photograph ARTIST at or around the venue will be ARTIST's approved professional photographers or other photographers explicitly approved by ARTIST's Tour Manager, Manager or Agent. PURCHASER shall use commercially reasonable efforts to prevent anyone not specifically authorized by the ARTIST or an authorized representative to enter the venue with any audio and/or audio-visual recording device or mechanism.

16. **HOSPITALITY**: The following must be provided to ARTIST, free of charge:

- a. **PRESHOW (set up NO later than 1:00pm)**:
Hot coffee, Hot Water in a designated hot water pot (ie: no coffee previously brewed) and assorted quality tea: Plain GREEN TEA with caffeine (prefer Tazo China Green Tips or equivalent), Plain MINT TEA & DECAFFEINATED Tea assortment, lemon, honey, sugar, real half-and-half for (18) – MUST be replenished and checked on throughout the day and until LOAD OUT begins.
(18) bottles of assorted high-quality juice such as Odwalla or local area equivalent (orange, apple, grapefruit) and (1) six pack of club soda
(48) small (0.5 liter) plastic bottles of non-carbonated room temperature bottled water - No Evian please & no glass or cups please
(18) excellent quality gourmet –style sandwiches on whole wheat bread, two (2) should be 100% vegetarian, the remaining a mix of tuna or chicken salad, turkey, ham, pastrami, egg salad (no roast beef please and no deli tray please) on a mix of rye and whole wheat bread – **please cut in half**. Only locally pre-made, quality sandwiches. Please provide refrigeration for sandwiches.

A large raw salad, full of vegetables/fruits, organic, if possible, Example of ingredients: mixed lettuce, kale, spinach, avocados, carrots, broccoli, cucumbers, mushrooms, tomatoes, sunflower seeds, fruit on the side (sliced apples, berries). Dressings: extra virgin olive oil, honey, balsamic vinaigrette, Ranch, 1000 Island (all on the side).

Soup for (18) to be kept hot until show. Vegetarian, gluten-free, non-dairy options preferred, such as Vegetable, Lentil, Split Pea, Black Bean, Miso, gazpacho (in warmer climates) – Advance with Tour Manager

(1) pint of plain low fat greek yogurt

A bowl of mixed fresh fruit, KIND Bars (organic energy bars), prunes, dried apricots, raw almonds.

- b. **DINNER:** Dinner for up to (18) at the venue (time and location determined by advancing with Tour Manager). Dinner should be a full, 3-course meal with fish, chicken, beef, pork or lamb**, organic vegetables (broccoli, spinach, kale, squash, cauliflower), brown rice/potatoes, salad. A dessert should be proposed. Two (2) gluten-free, vegetarian dinners should be made available upon request. **meats and fish should be free range/wild.

On Mondays, Wednesdays and Fridays, entrees should be half fish, half beef or lamb. **On Tuesdays and Saturday** entrees should be half chicken and half vegetarian entrees (ratatouille, Chinese stir fried veggies with tofu, Indian food).

On Thursdays and Sundays entrees can be half chicken and half pork or beef. Check with Tour Manager to plan specific menu. A \$35 per person dinner buyout is possible and can be discussed with Tour Manager.

- c. **ON STAGE PRIOR TO PERFORMANCE:**

(24) plastic bottles of room temperature non-carbonated bottled water (no glass or cups please)

(6) liter bottles of Pellegrino water.

(16) Stage towels. Black preferred. No bar rags or poor quality bar towels please.

- d. **AFTER PERFORMANCE in Dressing Room:**

(24) small (0.5 liter) plastic bottles of non-carbonated bottled water - No Evian please

(12) bottles of micro brew or imported bottled beer,

(2) Quality bottles of Red Wine (no table wine please)

~~(1) Fifth of Kettle One Vodka and (1) pint of Jack Daniel's Whiskey (to be confirmed with Tour Manager)~~

(2) liter bottles of Soda water/Club soda

crushed ice for mixing drinks, 25 plastic cups, napkins

Plenty of ice for (1) tour bus

(15) Bath towels if showers are available at venue and several bars of soap

- e. **AFTER SHOW FOOD:** After show food **MUST** be provided to ARTIST. Options can be explored with tour manager and can include: Thai salad rolls with

dipping sauce, fresh sushi, pizza, or local excellent quality gourmet style sandwiches for eighteen (18). A bowl of mixed fresh fruit (organic if possible) is a must. Plates, forks and napkins should be provided. A \$150 cash buyout is also an option. Advance with tour manager.

Please provide (1) dedicated catering assistant to attend to the hospitality, lunch and dinner (if applicable) from the time of LOAD IN and until the end of the performance.

All hospitality items are to be charged to the performance budget at real cost. Bar prices or any other price structure that exceeds local retail value for these hospitality items WILL NOT be accepted at settlement.

NOTE: Our touring staff numbers vary slightly from tour to tour. Please contact Tour or Production Management for updated hospitality rider as per show.

17. **DRESSING ROOM:** The PURCHASER will furnish comfortable, secure, and private locking dressing rooms with a power points, mirrors, and provisions for hanging suits. Rooms shall be clean, dry, well lit, heated or air conditioned, with ample seating. Rooms shall also be within easy access of clean washrooms. Rooms shall be shown to the ARTIST's representative upon arrival. Please advise Tour Manager if there are backstage toilet / shower facilities or other arrangements, such as a day room close by. The rooms should allow for easy access to the stage area, preferably without the ARTIST having to walk through the audience. The PURCHASER shall be solely responsible for the security of items in the dressing rooms, and shall keep all unauthorized persons from entering said area. A key for the dressing rooms shall be entrusted to ARTIST for the duration of the night. Room needs for ARTIST are:

- a. (2) Large chorus rooms with seating for 12 people each, one for Men, one for Women, both with towels, soap, near restrooms and garment racks for hanging show clothes.
- b. (1) Star dressing room for bandleader with couch, 2 bath towels, water, coffee service (no-decaf), fruit, snacks and an upright piano with piano bench if available.
- c. (1) Star dressing room for singer with boiled water for tea, **must not be in a coffee thermos or taste of coffee** (prefer a dedicated hot pot), plain green tea with caffeine, plain mint tea, bottled water, raw almonds, fruit and organic energy bars, fresh flowers, comfortable armchair or couch, warm (non-fluorescent) lighting, (1) full length mirror, (1) unused bar or pump hand soap, ten (10) clean towels, closet to hang garments, a private bathroom and lockable door.
- d. (1) Private production office with large desk, hi speed Internet connection, power and telephone. Must be lockable.

Three rooms total backstage

MSA

18. MARKETING/PROMOTION:

- a. Unless otherwise indicated in the contract, ARTIST is to receive 100% sole exclusive headline billing in all forms of display, advertising and publicity, including, but not limited to, program, fliers, signs and marquees. For the avoidance of doubt, no other performer shall receive credit or billing in any advertising without the prior written consent of ARTIST.
- b. It shall be PURCHASER's sole responsibility to properly promote and advertise this Engagement.
- c. ARTIST and PURCHASER shall mutually designate an announcement date and the on-sale date for the Engagement.
- d. ARTIST shall have the right to supply or approve (in writing) all artwork, announcements, listings, advertisements and other materials in connection with the Engagement, it being understood and agreed that no such materials shall be released or distributed without such approval. Any failure to comply with the foregoing shall constitute a material breach of this Agreement. In such event, in addition to ARTIST's other rights and remedies (all of which are reserved), no ad fees will be charged to the ARTIST at settlement, and a minimum penalty of \$100 per occurrence will be charged to PURCHASER.
- e. All artwork is to use official ARTIST logo(s) and photo(s), shall include ARTIST's websites and social media outlets, and is subject to written approval by ARTIST before it is distributed to the public. Proofs must be sent to ARTIST's Agency for approval no less than 30 days prior to the Engagement, and not less than 48 hours prior to any imposed print deadlines such that there is enough time to make any necessary changes.
- f. PURCHASER shall only use print ads, radio spots and television spots which have initially been approved by ARTIST in writing prior to dissemination or broadcast, as applicable. All radio and television advertising shall only use music designated or approved in writing by ARTIST. No music recorded by any person or group other than ARTIST shall be used in any advertising in connection with the Engagement.
- g. **ARTIST must approve all marketing themes, such as an event or performance title, in advance.** (examples of themes, titles and advertisements that WILL NOT be approved include: "Martini Madness," references to "lounge" or "cocktail" music and/or the image of a martini glass).
- h. Promotional Meet & Greet and interview requests are subject to prior written approval by ARTIST, which ARTIST may approve or disapprove in its sole discretion.
- i. All advertising to be billed at net cost.

19. MERCHANDISING:

- a. ARTIST shall have the exclusive right to sell goods (including, but not limited to, compact discs, tapes, records, and items of clothing) on the premises of the place of Engagement. The house commission rate(s) set forth on the face page of this Agreement shall be the only such commission that applies. The agreed payment shall include all house commissions and shall be the only payment made with

respect to merchandising rights during this engagement. The PURCHASER agrees that no party, including PURCHASER, will appropriate the ARTIST's name or likeness for any merchandising use whatsoever. PURCHASER shall provide adequate security to ensure that no "bootleg" merchandise shall be sold within venue grounds. This prohibition includes any and every type of poster intended for sale at the venue or elsewhere at any time.

- b. PURCHASER agrees to provide a secure, clean, well-lit, and highly visible area suitable for merchandise sales, as well as a table, lamp, and chair.

20. PAYMENT/SETTLEMENT/BOX OFFICE:

- a. If a deposit is noted on the contract face page, then a deposit of stated amount shall be made by PURCHASER in the form of a wire transfer, money order or certified check pursuant to the payment terms contained in the contract. It is understood and agreed that if deposits are not received on or before the due date, ARTIST shall have the right to cancel the Engagement and the full amount of the Guarantee shall nevertheless be due to ARTIST. The balance due after the Engagement shall be paid by PURCHASER to ARTIST's representative by cash, wire transfer, money order, or certified check not later than thirty minutes after the end of ARTIST's Engagement.
- b. If the full price agreed upon involves a percentage after a break point, that break point represents the maximum total of all accepted expenses pertaining to this engagement increased by an agreed percent to allow for PURCHASER profit. Any compensation, travel expenses, per diems, taxes or related overhead incurred in connection with a stage manager or production manager working for or on behalf of PURCHASER shall not be included in PURCHASER's show expenses in connection with this Engagement. All expenses related to any such person shall be borne solely by PURCHASER. All approved variable expenses will be calculated after any approved parking and/or facility fees and approved state taxes have been deducted. (Variables will be calculated on the net net). No taxes of any kind shall be deductible unless such taxes are actually paid by PURCHASER and PURCHASER does not receive or is not entitled to any form of tax deduction, credit or other offset of such taxes. All expenses are high-end budgets. These expenses should only go down. If any budgeted expenses should increase, written approval from ARTIST representation is required. All budgeted expenses will be actualized at time of settlement with original copies of invoices and be calculated as show costs. Details of all expenses must be made available along with copies of all supporting invoices and receipts to the ARTIST's representative. In house nut situations, there will be no "caps" or charge backs for any production elements that would penalize the ARTIST. For any deals with "Sell Out" bonuses, "Sell Out" is defined as 95% of sellable capacity. "Sellable Capacity" is defined as legal capacity less mutually agreed comps and production kills.
- c. ARTIST's representative shall have the right to enter the box-office and inspect the records of the PURCHASER and venue relating to the gross receipts of this engagement. There can be ABSOLUTELY NO PRE-PULLED TICKETS prior to on-sale date and time, with the exception of approved presale and auction sales.

There may be surprise ticket audits moments before on sale to ensure no other holds or tickets have been pulled from the system prior to going on sale.

- d. PURCHASER shall not itself, nor shall it authorize or allow others (including the venue) to sell so-called "VIP" ticket packages or any other ticket packages in connection with the engagement without ARTIST's prior, written consent and approval. Should ARTIST consent and approve of any such ticket packaging in connection with the engagement, ARTIST shall have approval over the terms of such packaging and sales, and shall share in the revenue derived thereof, in an amount to be mutually agreed by all parties.
- e. All prices for the tickets and the scaling of the venue shall be approved in writing by ARTIST prior to the sale of any tickets. Any changes to ticket scaling, ticket prices (including type of seating/standing) are subject to written approval. In the event of any increase in capacity ARTIST and PURCHASER are to negotiate a bonus in good faith.
- f. All ticket faces to list net ticket price with any additional fees listed separately.
- g. ARTIST shall receive a full settlement (including a full accounting of expenses, final ticket audit, receipts, ad tears, final attendance, final ticket prices, etc.) no later than thirty minutes after the performance ends. If there's a bonus structure based on ticket sales, please present a timely audit to Tour Manager 15 minutes prior to show time.

21. FACILITIES:

- a. PURCHASER agrees to furnish at its sole cost and expense in connection with the Engagement, all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, microphones in number and quality required by ARTIST, 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.
- b. PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the contract, or as designated in the attached ARTIST Rider, unless otherwise agreed by ARTIST and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- c. PURCHASER will pay for all performing rights licenses and fees in connection with the Engagement including ASCAP and BMI, and agrees to pay all amusement taxes, if applicable.
- d. 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 ARTIST hereunder.
- e. If any damage or loss is caused to the ARTIST's equipment because of unconditioned power, improper power conversion, unstable table/riser, or any other similar reason not directly caused by the ARTIST or ARTIST's personnel, it

is the sole responsibility of the PURCHASER to pay one hundred percent (100%) of the amount of damages incurred within five (5) business days after the submission of an invoice.

22. SIGNS/PLACARDS/SPONSORSHIP:

- a. There shall be no signs, placards, banners, logos or any other advertisement material advertising any product, service or company inside the venue or at the rear of or on or around the stage during the entire Engagement without the ARTIST's express prior written permission. Additionally, there shall be no national, state, municipal or other flag or banner in the stage or Engagement area prior to or during an Engagement without the ARTIST's express prior written permission. In any venue where such permanent signage is present, the venue agrees to turn off backlit signs but will not cover or remove signage, subject to venue management approval.
- b. The Engagement shall not be sponsored or in any manner tied to any commercial product, service, or entity without the ARTIST's express written permission. Any and all sponsorship requests must have a written proposal sent to the ARTIST and it must be approved in writing by ARTIST.

23. FORCE MAJEURE:

- a. The ARTIST's obligations hereunder are subject to suspension or cancellation by ARTIST in the event of a Force Majeure Event. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impractical, or unsafe: death, illness of, or injury to ARTIST or a member of ARTIST's immediate family, any of ARTIST's musicians; theft, loss, destruction, or breakdown of key instruments or equipment owned or leased by ARTIST; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Engagement(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within ARTIST's reasonable control; severe inclement weather (noting that the Engagement shall proceed regardless of incumbent weather, however if conditions become so severe as to threaten safety of either party or the audience, the Force Majeure Event class shall apply); and/or any similar or dissimilar cause beyond ARTIST's or PURCHASER's reasonable control. If PURCHASER and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, ARTIST's determination as to performance shall prevail.
- b. If, as a result of a Force Majeure Event (as defined above), ARTIST is unable to or is prevented from performing the Engagement or any portion thereof or any material obligation under the Agreement, then ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER. Notwithstanding the foregoing, (i) ARTIST shall be entitled to payment for services rendered up until the time of inability to perform by reason of such Force Majeure Event; and (ii) in the event of nonperformance due to such

Force Majeure Event, if ARTIST was otherwise present and ready, willing and able to perform as scheduled, then ARTIST shall be entitled to payment of the full Guarantee hereunder.

24. ADDITIONAL WARRANTIES AND REPRESENTATIONS:

- a. PURCHASER hereby warrants that he/she is of sound mind and of legal age to enter into this binding contract. The person executing this Agreement on PURCHASER's behalf warrants his/her authority to do so.
- b. A representative of PURCHASER capable of making any decisions pertaining to this engagement must be present at the place of Engagement from the time the ARTIST and/or crew is scheduled to arrive and shall remain through the time of their load-out and all requirements of the contract and rider are fulfilled. This representative must have copies of this entire Agreement together with any and all information pertaining to this engagement in his/her possession.
- c. The PURCHASER warrants that all terms outlined in this contract and rider are strictly confidential between the PURCHASER and the ARTIST. Any disclosure by PURCHASER regarding ARTIST's Guarantee, additional provisions, technical requirements, or other confidential information contained herein will be considered a material breach of this Agreement.
- d. Any requirement hereunder to obtain ARTIST's approval shall be deemed to require the prior written approval of ARTIST or ARTIST's authorized representative, it being understood and agreed that such approval may be granted in any form of writing, including, without limitation, via email.
- e. 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 ARTIST 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.
- f. PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.
- g. 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.
- h. ARTIST may substitute or replace personnel at its sole discretion so as to maintain performance quality.

25. DEFAULT:

- a. In the event PURCHASER refuses or neglects to provide any of the items herein stated and/or fails to make any of the payments as provided herein, or otherwise commits any material breach of PURCHASER's obligations hereunder, then without limiting ARTIST's other rights or remedies, ARTIST shall have the right to refuse to render services or otherwise perform under this Agreement and shall have the right to retain any amounts theretofore paid to or on behalf of ARTIST. Furthermore, in such Engagement PURCHASER will remain liable to ARTIST for the full Guarantee specified for the Engagement.

- b. In addition, if on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, ARTIST's Agent shall have the right to demand immediate payment of all guaranteed compensation hereunder. If PURCHASER fails or refuses to immediately make such payment, said Agent shall have the right to cancel this engagement by notice to PURCHASER to that effect. In such an Engagement, ARTIST shall have the right to retain any amounts theretofore paid to or on behalf of ARTIST.
- c. Should PURCHASER cancel this engagement under any circumstance, other than an Act of God, more than 45 days before the Engagement, the PURCHASER shall immediately remit to ARTIST's AGENT a wire transfer, certified check or money order in the amount of fifty percent (50%) of the full Guarantee specified for the Engagement. Should PURCHASER cancel this engagement under any circumstance, other than an Act of God, 0-45 days before the Engagement, the PURCHASER shall immediately remit to ARTIST's AGENT, a wire transfer, certified check or money order in the amount of one hundred percent (100%) of the full Guarantee specified for the Engagement. If PURCHASER cancels the engagement, PURCHASER will also incur full financial responsibility for all non-refundable flights, hotel accommodations, and vehicle rentals, related to the Engagement. ARTIST agrees to furnish PURCHASER with receipts for travel and hotel costs.
- d. Please note that none of the requirements of the ARTIST Rider can be invalidated by the failure of ARTIST's personnel to advance the engagement with any member of PURCHASER's production staff. Failure to provide any of the requirements of this rider may result in the cancellation of the Engagement. In case of such cancellation, PURCHASER shall remain liable to the ARTIST for the full Guarantee specified for the Engagement.

26. **LIMITATION OF LIABILITY:** In the event of an alleged material breach of this Agreement by ARTIST, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Engagement, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar damages.

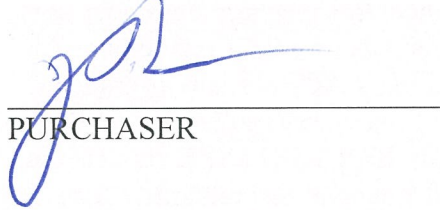
27. **CHOICE OF LAW/FORUM:** This Agreement shall be construed in accordance with the laws of the State of Oregon and shall be deemed entered into in that State. Solely the courts located in the State of Oregon shall have jurisdiction and venue with regard to any claim arising out of or in connection with this Agreement.

28. **ROLE OF AGENT:** It is expressly understood by the PURCHASER and ARTIST that the ARTIST's AGENT, its employees and its managers, do not assume any liability for any action(s) taken by the ARTIST, the PURCHASER or anyone connected with the venue or its operator(s). It is further understood that the ARTIST's AGENT, its

employees and its managers do not assume liability for any claim of any type of damages arising out of the Engagement that is the subject of this contract.

29. **AGREEMENT PREVAILS:** In case of any conflict of terms, the terms contained within the contract and ARTIST's Rider shall prevail over all others. All terms of the contract and ARTIST rider are specifically accepted by the PURCHASER unless they are waived by the ARTIST or their representative. Such waiver shall be effective only if initialed by the ARTIST or their representative.

ACCEPTED AND AGREED:



PURCHASER

Print Name

Date

ACCEPTED AND AGREED:

ARTIST

Print Name

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.

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