



1025 17th Avenue South, 2nd Floor  
Nashville, TN 37212

615-327-4646 - Phone  
615-327-4949 - Fax

**CATERING MUST STAY WITHIN THE BUDGETED AMOUNT**

THIS CONTRACT for the personal services of musicians on the engagement described below is made on : 05/22/2015 between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

1. **Place of Engagement** : Van Duzer Theatre

**Name of Event** :

**Address of Event** : 1 Harpst Street

**Address of Event 2** :

**City / State** : Arcata , CA

**Telephone** : 707-826-4411

**Box Office Telephone** : 707-826-3928

2. **Name of Band or Group** : Ramblin` Jack Elliott

3. **Date(s) of Engagement** : Monday December 14, 2015

**Show Time** : ~~TBD~~ 8:00 P.M.

**Set Time** : ~~TBD~~ 8:00 P.M.

**Set Length** : One 35 Minute Set

4. **Type of Engagement** : Concert

5. **Compensation Agreed Upon** : \$500.00 ( ) Flat Guarantee

No lodging provided.

6. **Purchaser Will Make Payment As Follows:**

Balance Due **100% Day of Show** via ~~cash, certified check or money order~~ payable to **Ramblin' Jack Elliott**.

7. **Additional Provisions** : Soft Merch : Artist 80% , Hard Merch : Artist 90% "Artist sells."  
Radius Clause :

Buyer to provide sound. Billing to read "Ramblin' Jack Elliott". For approved promo, please visit [REDACTED]

8. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absense of a specific written agreement with the Federation relating and permitting such recording, reproduction or transmission.

9. The agreement of the musician(s) to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God or any other legitimate conditions beyond their control.

10. It is expressly agreed that Keith Case & Associates acts herein only as agent for artist(s) and is not responsible for any acts of commission or omission on the part of either the artist or Purchaser. In consequence hereof and for the benefit of Keith Case & Associates. It is agreed that neither Purcher nor artist will name or join Keith Case & Associates or any employee thereof as a party in any civil action or suit arising out of, in connection with, or related to, any acts of commission or omission pursuant to this agreement by either Purchaser or artist.

**TICKETS COMPS AMOUNT GROSS**

Totals \$0.00

Tax \$0.00

Gross Potential

**IN-HOUSE SOUND, LIGHTS & PRODUCTION**

**IN-HOUSE SOUND, LIGHTS & PRODUCTION**

**UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT**

**ALL PAYMENTS BY UNIVERSITY CHECK**

ANY ATTACHED RIDERS ARE AN INTEGRAL PART OF THIS CONTRACT.

IN WITNESS WHEREOF, the parties hereto have here upon set their names and seals on the day and year first above written.

**Roy Furshpan**  
Humboldt State University

(Signature of Purchaser)

1 Harpst Street,  
Arcata / CA / 95521

707-826-4411  
Venue Phone

707-826-4411  
Promoter Phone

Ramblin` Jack Elliott

(Signature of Signatory Musician)

1025 17th Avenue South, 2nd Floor  
Nashville, Tennessee 37212

(615) 327-4646  
Phone

(615) 327-4949  
Fax

[REDACTED]  
John Everhart  
Agent

# RAMBLIN' JACK ELLIOTT RIDER

Regarding the proposed ARTIST engagement in \_\_\_\_\_  
on \_\_\_\_\_, this Letter of  
Agreement sets forth additional terms and conditions for said engagement and is hereby made  
part of the contract dated \_\_\_\_\_, between ARTIST (ARTIST)  
and \_\_\_\_\_ (PURCHASER).

## 1. BILLING

- A. ARTIST shall receive 100% sole exclusive headline billing in any and all advertising and publicity.
- B. ARTIST shall close the show at each performance during their engagement unless specifically provided herein.
- C. ARTIST reserves the right to approve any attraction on this program.

## 2. PAYMENT

- A. All payments provided for hereunder shall be made in ~~cash~~ <sup>cash</sup>, by company check or ~~certified funds made~~ payable to the ARTIST. Any and all payments shall be made in U.S. currency unless specifically provided herein.
- B. All payments shall be made as provided herein. In the event PURCHASER fails to make payments at or before the time stipulated, ARTIST shall have the right to withhold performance without prejudice to his rights hereunder.
- C. PURCHASER shall make all final payments to ARTIST in a secured, private area which cannot be observed by anyone, either staff or audience. ARTIST to be paid via cash, certified or company check only. Please make final payment payable to the ARTIST.

## 3. TICKETS

- A. PURCHASER agrees to have on hand at the end of engagement the ticket manifest and all unsold tickets for verification by ARTIST'S representative.
- B. PURCHASER agrees to make <sup>4 - support act - rnr</sup> ~~10~~ complimentary tickets available to ARTIST or ARTIST'S representative, the unused portion of which may be placed on sale the day of performance with the permission of ARTIST or ARTIST'S representative.

*- complimentary ticketing agreement with headliner -M-*

C. PURCHASER agrees to allot no more than 2% of total available seats as complimentary tickets.

**4. PUBLICITY AND ADVERTISING**

A. PURCHASER shall use only those photographs and publicity materials provided by ARTIST'S representative for advertising and publicizing this engagement.

B. All television, radio and press appearances must be cleared in advance with management.

C. No interviews with ARTIST are to take place on the day of performance without the prior consent of ARTIST or ARTIST'S REPRESENTATIVE.

D. As a special request, we ask that you please forward to ARTIST'S REPRESENTATIVE'S office clippings of reviews, publicity and advertising, and copies of posters to Blue Muse Management, Inc., P.O. Box 1566, Nevada City, CA 95959.

**5. CANCELLATION**

PURCHASER agrees that ARTIST shall have the right to cancel this engagement without liability upon written notice to PURCHASER no later than thirty (30) days prior to the date of performance in the event ARTIST is called upon to render his services for a motion picture, television appearance or any other career advancing opportunity.

6. **ARTIST OR ARTIST'S licensee shall have the sole right to sell**, advertise, promote and distribute in and about the venue any and all merchandise bearing ARTIST'S name and/or likeness, including but not limited to souvenir program books, pictures, records, items of clothing and jewelry. ~~All receipts derived from the sale of said merchandise~~ belong solely to ARTIST. PURCHASER shall provide one (1) table for the sale of said merchandise.

*See contract face -M-*

**7. DRESSING ROOM AND HOSPITALITY**

A. PURCHASER agrees to furnish one (1) clean, private dressing room with a well-lit mirror and private bathroom facilities for ARTIST. PURCHASER agrees to be solely responsible for the security of items in the dressing room, and shall keep all unauthorized persons from entering said area. Dressing room should have comfortable seating for 5-6 people and a standard electrical outlet.

B. PURCHASER agrees to provide ice, bottled water, French Roast coffee, cream, sugar, Equal, diet and regular soft drinks, juices, napkins and paper cups.

C. PURCHASER will provide a HOT MEAL for band between sound check and performance.

D. PURCHASER agrees to provide full-sized towels for the artist's performance.

8. SPECIAL CONSIDERATIONS

A. AUDIENCE CONTROL

A. No flash photography. No smoking.

1. PURCHASER shall not allow the audience to enter the place of performance until such time as the technical set-up has been completed. ARTIST shall complete said set-up at least one (1) hour prior to time of performance, provided that PURCHASER makes place of performance available for said set-up at least four (4) hours prior to the time of performance. A minimum number of authorized personnel shall be present at the sound check.
2. PURCHASER will make a reasonable effort during the performance to maintain an orderly listening audience.
3. **NO SMOKING.**
4. No recording, broadcasting, filming or taping of the performance is permitted without ARTIST'S OR ARTISTS' REPRESENTATIVE'S prior written consent. This includes personal taping from the soundboard.
5. All master recordings or ARTIST'S performance, in whatever format (i.e.: audio, video, film, etc.) shall be deemed the exclusive property of the artist.
6. PURCHASER agrees to provide the highest quality of any and all master recordings to ARTIST for review either by the end of the performance or send to ARTIST'S REPRESENTATIVE within 15 days of performance date.

Schedule  
set by headliner  
-ms-

B. ACCOMMODATIONS

1. If PURCHASER is providing accommodations, ARTIST prefers to stay in a quality hotel or motel (Holiday Inn, Radisson, Hilton or equivalent) located near the venue. The reservation should be for two (2) non-smoking King rooms in the name of ARTIST. Hotel must have television and telephone in the room. Bed and Breakfasts are not acceptable, nor are private accommodations. **If you are in doubt as to the suitability of the accommodations or the number of hotel rooms needed, please call tour manager or management office and check with ARTIST'S responsible agent.** PURCHASER should notify agent or manager by telephone, letter or fax of accommodation arrangements not less than two (2) weeks prior to ARTIST'S engagement. PURCHASER should supply name of hotel, street address, directions from airport and/or nearest interstate, telephone, fax, and confirmation number. **ALL HOTEL RESERVATIONS SHOULD BE GUARANTEED FOR LATE ARRIVAL.**

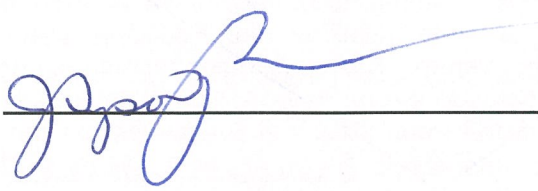
2. If PURCHASER is not providing accommodations, ARTIST requests that PURCHASER reserve hotel rooms in ARTIST's name at a hotel based on the information in the preceding paragraph, and provide agent or manager with the information at least a month prior to ARTIST'S engagement.
3. Whenever ARTIST travels by air, it is very helpful if PURCHASER can provide ground transportation to and from airport, hotel and venue. ARTIST'S REPRESENTATIVE can provide you with flight information.
4. Ground transportation should be large enough to accommodate two (2) persons with luggage and instruments.

**9. TECHNICAL AND STAGING**

1. Two (2) microphones of quality: Shure SM57's or SM58's are ideal. One (1) vocal microphone and one (1) microphone for an acoustic guitar. Also, one (1) direct box and a cord for guitar.
2. A minimum of two (2) medium to large size monitors.
3. PURCHASER shall provide a covered stage, which will protect ARTIST from the elements, including bright sun and/or rain and insure the safety of ARTIST and ARTIST'S equipment.
4. PURCHASER shall provide one (1) 2' x 2' table (or similar) placed behind ARTIST on stage for water and towels.

**PLEASE KEEP ONE (1) COPY OF THIS RIDER FOR REFERENCE IN PLANNING YOUR SHOW. SIGN AND RETURN TWO (2) COPIES WITH THE SIGNED CONTRACT.**

PURCHASER: \_\_\_\_\_



DATE: \_\_\_\_\_

8-10-15



Please complete the following information and return it with the contract and riders.  
This information is necessary to advance the show with the artist.

Date(s): 12/14/2015  
Artist: Ramblin' Jack Elliott (support for John Prine)  
Venue: Van Duzer Theatre/Humboldt State University  
Address: (mailing only) CenterArts/Humboldt State University, 1 Harpst Street, Arcata, Ca 95521  
Directions to venue from main highway or interstate: Attached

Day of show contact: Michael Moore, Jr. Cell: [REDACTED]  
Sound tech: Daniel Stockwell Cell: [REDACTED]  
Other artists on bill: John Prine  
Load in time: TBD Sound check time: TBD  
Parking instructions for load in. (Does vehicle need to move after load in?):  
TBD after advance with John Prine  
Hospitality details: TBD after advance with John Prine

Are dressing rooms available backstage? Yes If so, how many? One for Mr. Elliott  
Where is the designated area for artist merchandise located and is there a 6' or 8' table  
available there? six foot table in the lobby

If you ARE providing accommodations, please provide the following information:  
Hotel: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Dates/nights for reservation: \_\_\_\_\_  
Name reservation is in: \_\_\_\_\_  
Confirmation number(s): \_\_\_\_\_

If you ARE NOT providing accommodations, please list hotels near the venue and let us know if  
you receive a special rate: \_\_\_\_\_

Hotel: Red Lion  
Address: 1929 4th St, Eureka, CA 95501  
Contact/Phone: (707) 445-0844  
Special Rate: Yes  No

Hotel: Hotel Arcata  
Address: 708 9th St, Arcata, CA 95521  
Contact/Phone: (707) 826-0217  
Special Rate: Yes  No

Hotel: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact/Phone: \_\_\_\_\_  
Special Rate: Yes  No

Please attach a media list and let us know if you need posters or CDs.

Other comments: We could use some posters and CDs.  
KHUM: Larry Trask larry@khum.com Lost Coast Communications: [REDACTED]  
KHSU: Katie Whiteside kww7001@humboldt.edu The Lumberjack: thejack@humboldt.edu  
Northcoast Journal: ncjournal@northcoastjournal.com Mad River Union: Kevin Hoover scene@madriverunion.com

**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. *LI COMP tickets - MN*

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. *10% on media - MN*

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

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

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

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

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

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

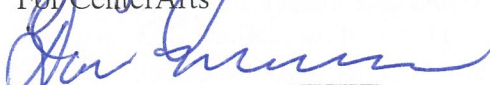
14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contract.

\_\_\_\_\_  
For Artist

\_\_\_\_\_  
Tax ID/Social Security #

Updated: April, 2009

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

  
\_\_\_\_\_  
For University Center