



Contract

Roy Furshpan
CenterArts
Humboldt State University
1 Harpst Street
Arcata, CA 95521
United States

Contract No. 169

Tue 3 Feb 2015

Please sign and return both copies to Hazard Chase Ltd

Artist: The Tallis Scholars
Promoter: CenterArts

HSU REGULATIONS PROHIBIT ALCOHOL CONSUMPTION ON CAMPUS

Performances:

Date: 12 Apr 2015
Time: 20:00-21:00
Venue: Van Duzer Concert Hall
City: Arcata

Rehearsals:

Date: 12 Apr 2015
Time: TBC
Venue: Van Duzer Concert Hall
City: Arcata

Programme:

Josquin des Prez: Gaude Virgo
Desprez, Josquin: Missa Pange lingua
Interval
Byrd, William: Cunctis diebus
Muhly, Nico: Recordare, Domine
Pärt, Arvo: Tribute to Caesar
Byrd, William: Diliges dominum
Byrd, William: Tribue, Domine

IN-HOUSE SOUND, LIGHTS & PRODUCTION

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

ALL PAYMENTS BY UNIVERSITY CHECK

Fee:

Net Performance Fee

\$15,000.00

Total ~~NET~~ GROSS:

\$15,000.00

VAT:

\$0.00

Total ~~NET~~ GROSS:

\$15,000.00

In addition to the specified NET FEE the promoter agrees to provide the following:

- 1) Good hotel accommodation for one night (eleven single ensuite rooms including breakfast). - Hotel Arcata - *hsh*
- 2) All local ground transportation (hotel-venue-hotel).
- 3) Complimentary tickets totalling 12 (see Conditions of Engagement 15).
- 4) Concert and dressing room requirements as per attached rider (see separate schedule).

The above fee does not include rights to record the concert for archive purposes or radio/ television broadcasts.

Any recordings must be negotiated and agreed separately to this contract. Any pre-concert talks or master-classes must be negotiated separately.

Main Office
25 City Road
Cambridge CB1 1DP, UK
Tel: +44 (0) 1223 312400
Fax: +44 (0) 1223 460827




info@hazardchase.co.uk

www.hazardchase.co.uk

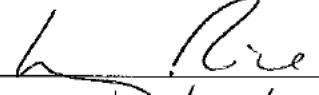
London Office
48-49 Russell Square
London WC1B 4JP, UK
Tel: +44 (0)20 7636 5440
Fax: +44 (0) 20 7636 5115





Promoter

Date



Artist
24/2/2015

Date

Errors and omissions excepted.

HAZARD CHASE - GENERAL CONDITIONS FOR ENGAGEMENT OF ARTIST

The following Terms and Conditions shall govern the contract between Hazard Chase ("HCL") as Agent for the Artist or Artists ("the Artist") and the Promoter ("the Promoter"). **Specific details regarding arrangements for the engagement of the Artist or Artists are set out in the attached Contract of Engagement and in any applicable Rider.** Terms detailed in any applicable rider shall supersede the standard terms and conditions where relevant.

1. All fees are payable by cheque or bank transfer in the Artist's name to be sent to HCL at the address below within 7 (seven) days of date of invoice unless otherwise stated on the relevant invoice. This shall apply whether or not the Artist is represented by HCL at the date of the engagement or payment.
2. For VAT registered artists all fees and where applicable travel accommodation and other expenses will be subject to VAT at the prevailing rate.
3. Where tax or social security payments are deducted from or paid in addition to the fees or expenses the Promoters shall advise HCL in advance of the engagement and shall supply to HCL a tax certificate detailing any such payments. This applies whether gross or net fees have been agreed.
4. Expenses such as visa and work permit fees and airport taxes are the responsibility of the Promoter.
5. Any restrictions on travel arrangements including choice of airline and date and time of travel must be agreed in advance by the artist.
6. If by reason of illness or physical incapacity or other reasonable cause the Artist is unable to perform the Artist or HCL shall notify the Promoter at once and where appropriate shall forward a certificate of a fully qualified medical practitioner stating the nature of the illness or physical incapacity and that in consequence thereof the Artist is unable to perform. In such an event: -
 - (a) The Promoter shall not be liable to pay any fee or remuneration to the Artist except that:
 - (i) if the engagement is for more than one performance the Promoter shall pay proportionately for such performances as the Artist has actually given and
 - (ii) the Promoter shall in any event reimburse the Artist for expenses incurred by the Artist prior to cancellation:
 - (b) Neither the Artist nor HCL will be liable to the Promoter for any cost or loss which the Promoter may incur:
 - (c) Where the Artist unable to perform is a member of an ensemble the Promoter will accept a substitute of similar standard in the ensemble.
7. If in consequence of Royal demise, Act of God including but not limited to earthquake, flood or hurricane, war or warlike actions (whether war be declared or not), act of terrorism, national calamity, accident, explosion, riot, epidemic, embargo, strike, lock-out, labour dispute, disruption of airline and any other travel services or act or order of any legally constituted authority whether State, Municipal or Federal any performance of the Artist under this contract does not take place payment will be made by the promoter for such performances as have actually been given and for expenses which have actually been incurred.
8. In the event that the Promoter cancels one or more of the performances during the engagement for any reason (other than those reasons expressed in Clause 7 of this agreement) the Promoter shall be liable to pay to HCL the fee agreed upon for such performance(s) so cancelled including all expenses due which have been incurred up to and including the date of cancellation.
9. The Artist reserves the right to vary the programme if necessary in consultation with the promoter.
10. Unless otherwise stated in the contract the Artist's fee does not include radio or television broadcasting or commercial recording or video rights which will be subject to separate negotiation with the broadcasting or recording or video company concerned. The Promoter shall not permit any party to make any sound and/or visual recording of the Artist's performance at the engagement unless previously consented to in writing by HCL which consent HCL retains an absolute right to withhold.
11. HCL is entering into this contract as agent for the Artist and the Artist shall be liable as principal hereunder. HCL shall not therefore be liable to the Promoter for any cancellation or postponement of the engagement or for any other loss or damage suffered by the Promoter as a result directly or indirectly of the Artist's failure to perform the engagement or for any other breach of the contract by the Artist.
12. The Promoter shall supply the Artist with an emergency contact telephone number which will be operative during the whole period of the engagement.
13. The Promoter shall supply a Steinway Model D Concert Grand Piano in excellent condition for each pianist engaged for any performances covered by this contract. Where this is not possible HCL requires notification in writing from the Promoter including details of the proposed alternative instrument immediately upon receipt by the Promoter of HCL's Contract of Engagement. The Artist reserves the right to cancel this contract if a suitable instrument is not available.
14. The Promoter shall provide reasonable rehearsal and changing facilities for the Artist as required by HCL.
15. The Promoter shall reserve 15 complimentary tickets for all performances covered by this contract. These tickets may be released for public sale only with the prior consent of HCL.
16. The following credit shall be printed in the programme for the performances covered by this contract: "[print Artist's name] appears by arrangement with Hazard Chase Ltd."
17. The Promoter shall only use such photographs and biographies as shall be supplied (on request) by HCL and will in no case use material which is more than 6 months' old.
18. The Promoter agrees to indemnify and hold HCL harmless from any and all suits, claims, demands, damages, liabilities, costs and expenses including legal fees arising out of the Promoter's acts or omissions whether negligent, wilful, intentional or unintentional.
19. This contract shall not be varied or extended except by agreement in writing duly signed by HCL. If HCL or the Artist refrains from enforcing any provision of this contract or exercising any right or remedy available in the event of any breach or non-performance of any provision of this contract by the Promoter this shall not prevent HCL or the Artist subsequently enforcing any provision of this contract or exercising any such right or remedy in the event of any subsequent breach or non-performance of any provision of this contract.

20. This contract shall be governed and construed according to the laws of England and Wales.

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

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

1. INDEMNIFICATIONS. Artist(s) and Artist's Representatives shall hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, Humboldt State University, CenterArts, University Center, HSU Associated Students, and the officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expenses, costs of every nature, and causes or actions arising out of or in connection with the Artist's use or occupancy of the premises, provided that such claims, demands, losses, liabilities, costs or expenses are due or are claimed to be due to the willful or negligent acts or omissions of Artist or Artist's personnel.
2. EXCLUSIVE PERFORMANCE(S). Artist(s) will not accept any other engagement for a performance of any kind prior to, or 90 days following the performance(s) hereinabove described within a radius of 150 miles from the location(s) of the performance(s) hereinabove described, or of any portion or portions thereof, without express written permission of CenterArts. In the event of any such unauthorized performance or announcement, the performance(s) described hereinabove, or any portion or portions thereof, may be cancelled by CenterArts, and such cancellations shall be without prejudice to CenterArts' other rights and remedies hereunder.
3. AGENT'S WARRANTY. ARTIST warrants that AGENT has full and current legal authority to act on behalf of Artist.
4. COMPLIMENTARY TICKETS. CenterArts shall be the only party authorized to issue complimentary tickets to the performance(s) described hereinabove. A maximum of 10 complimentary tickets shall be given to Artist. All complimentary tickets shall be appropriately distinguished and shall not be counted in determining gross receipts.
5. NON-PERFORMANCE NOT A DEFAULT. Neither Artist nor CenterArts shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, acts or regulations of public or University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, interruptions of electrical power, other acts of God, or any cause beyond the control of Artist and CenterArts.
6. ANTICIPATORY BREACH. In the event that, after the execution of this Agreement, Artist's agent, or Artist's Designated Representative indicates or states that Artist is unwilling or will be unable to appear or present the performance(s) hereinabove defined, and such failure is not excusable under Paragraph 5 hereinabove; or in the event that Artist or any member of Artist's traveling component deemed by CenterArts in its sole discretion to be material to the performance(s) hereinabove defined, or to any portion or portions thereof, or any authorized agent of Artist takes any voluntary affirmative action which, in CenterArts' sole discretion, renders substantial performance of Artist's contractual duties hereunder impossible, CenterArts may cancel the performance(s) hereinabove defined, or any portion or portions thereof, and in addition, Artist shall be responsible for payment of any and all costs, expenses, damages (including CenterArts' actual expenses incurred in preparation for the performance(s) hereunder) and claims from such cancellation. Any breach or anticipatory breach of this Agreement by Artist shall be deemed a material breach.
7. MERCHANDISING PERCENTAGE. CenterArts takes 20% of gross merchandising receipts for this engagement.

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

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


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

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

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

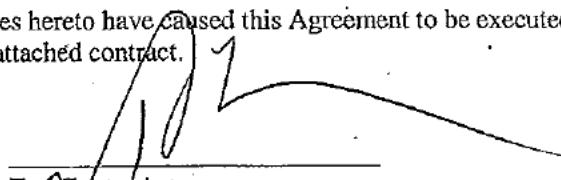
13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns,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

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

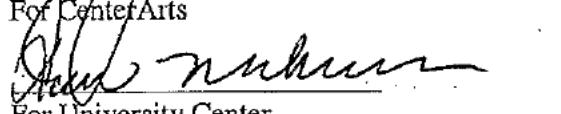


For Artist

Tax ID/Social Security #



For CenterArts



For University Center

Updated: April, 2009