

PERFORMANCE AGREEMENT

BETWEEN

CIRQUE ALFONSE

(NB: MAILING ADDRESS FOR ALL CONTRACTUAL CORRESPONDENCE IS JOHN LAMBERT & ASSOC.)

191 Lac Long Sud,
St-Alfonse-de-Rodrigue QC
Canada JOK 1W0

[Redacted]
[Redacted] Carabinier Lépine, Co-Director

Hereinafter referred to as the "ARTIST"

Represented by

JOHN LAMBERT & ASSOC. INC

(MAILING ADDRESS FOR ALL CONTRACTUAL CORRESPONDENCE)

2141 Boul. St-Joseph E.
Montreal, QC Canada H2H 1E6
Ph: 514-982-6825
Fax: 514-982-6118

[Redacted]

Represented by John Lambert

Hereinafter referred to as the "AGENT".

IN-HOUSE SOUND, LIGHTS & PRODUCTION _____

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

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

UNIVERSITY RIDER IS MADE AN INTEGRAL
PART OF THIS AGREEMENT _____

AND

HUMBOLDT STATE UNIVERSITY

1 Harp Street
Arcata, 95521
USA
Ph: 707-826-4411
Fax: 707-826-5980
Email:

Represented by Roy Furshpan, Centerarts

Hereinafter referred to as the "PRESENTER"

VENUE: *(Presenter please confirm accuracy of the information below or correct/complete where needed)*

Name: VAN DUZER THEATER

Address: (Mailing only) CenterArts/Humboldt state U. 1 Harpst st. Arcata, CA 95521

Technical Contact at VENUE: Dan Stockwell

Telephone: 707-826-3928

Fax/Email: 707-826-5980 / [Redacted]

DESCRIPTION OF ENGAGEMENT:

Name of PRODUCTION:	TIMBER!
Length of performance	55 minutes / 85 minutes - no intermission
ENGAGEMENT dates:	January 28, 2016
Time of Performances:	12 pm (55 min) and 7:30 (85 min)
Number of performances:	2 performances

Set-up and/or rehearsal: 8 am on January 27, 2016
Preset: Required to be done in accordance with the tech rider before load-in.

Artist Talk-back following evening performance

PRODUCTION CREDITS:

TIMBER!
by Cirque Alfonse
Directed by Alain Francoeur

Touring Party (Maximum 13 persons)

- 5 acrobats
- 3 musicians
- 2 children
- 1 technical director/sound operator
- 1 lighting operator
- 1 tour manager

Performance and Production Schedule as follows:

January 26, 2016	Arrival of the company	
January 27, 2016	Start of setup <u>at 8 am</u>	7pm
January 28, 2016	Setup/Rehearsals and Performance # 1 at 12 pm (55 min) and 7:30 (85 min)	
January 29, 2016	Departure of company	

Final Production schedule to be confirmed in writing with the ARTIST's technical director.

WITH THE EXCEPTION
OF THE CALIFORNIA
FRANCHISE TAX BOARD
WITHHOLDING AS
REQUIRED BY LAW

1. PAYMENT

1.1 For the performances, the PRESENTER agrees to pay the ARTIST the sum of **Seventeen Thousand US dollars (\$ 17,000 US)** for the above listed services. ~~Payment will be for the full amount as listed above net of all taxes, deductions, professional association fees, royalties etc. unless otherwise agreed in writing.~~

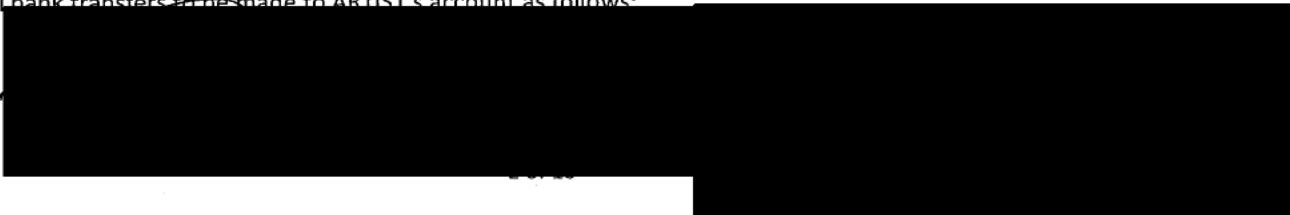
PRESENTER acknowledges that ARTIST may be exempt from US federal tax under the United States - Canada Income Tax Convention. PRESENTER acknowledges that ARTIST may be exempt from US federal tax under the United States - Canada Income Tax Convention. ARTIST agrees to supply documentation (W-8BEN) proving an approved reduction or exemption applies, to PRESENTER at least 15 days prior to the performance so that the standard 30% of the gross income amount not be withheld as per IRS regulations.

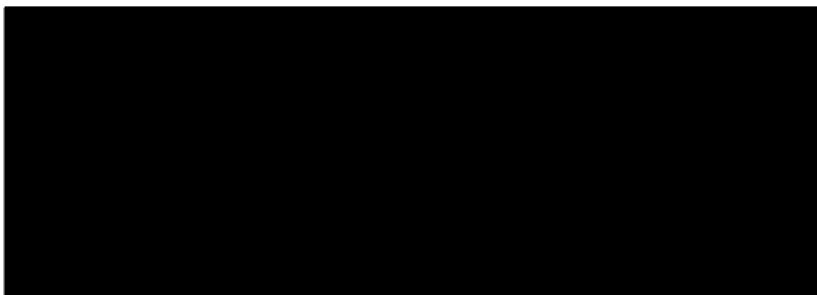
Payment will be made by international bank transfer to the ARTIST's account as set forth in this agreement and as follows:

ALL PAYMENTS BY UNIVERSITY CHECK

1.1.1. The payment of the full fee, **Seventeen Thousand US dollars (\$ 17,000 US)** shall be made payable by ~~bank transfer to the ARTIST's account as set forth in this agreement, with the written proof of transfer to be delivered to the ARTIST's representative on site (to be named in writing before the arrival of the company) on the day of and before the last performance;~~

1.2 All bank transfers to be made to ARTIST's account as follows:





1.3 The PRESENTER agrees to provide nine (9) rooms in four star (****) hotel accommodation with wireless Internet access included at no additional cost, for the ARTIST, for two (2) nights, as follows:

- Two (2) King non-smoking suites (which also includes a child's bed and baby crib)
- Seven (7) King non-smoking rooms, two (2) of which may be double occupancy

The ARTIST will arrive on January 26, 2016 and depart on January 29, 2016. The ARTIST will have prior approval of the accommodation. ARTIST shall confirm the rooming and travel schedule no later than two (2) months before the engagement. PRESENTER shall confirm full accommodation information no later than six (6) weeks before the engagement.

1.6 The PRESENTER agrees to provide all ground transportation for the personnel of the ARTIST (i.e. 13 persons) between Arcata AIRPORT to the HOTEL (complete schedule to be forwarded) and between the HOTEL and the VENUE.

PRESENTER shall provide transportation in adequate size vehicles for 13 persons plus their luggage; PRESENTER shall consult with the ARTIST prior to reserving the vehicles. ARTIST reserves the right to refuse the selected vehicles if upon arrival, for any reason and at their discretion, the vehicles are deemed inadequately equipped to accommodate personnel and baggage comfortably. In that event, the PRESENTER shall replace the vehicles at no additional cost to the ARTIST.

1.7 PRESENTER agrees to provide parking at no extra cost to the ARTIST for a maximum of three (3) vehicles: One (1) 26 ft. truck and three (3) minivans.

1.8 If all or any part of the above costs are to be paid by the ARTIST and reimbursed by the PRESENTER, such reimbursement by the PRESENTER must be made by the PRESENTER at least 14 days before the arrival of the company.

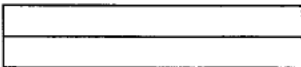
1.9 Time of payment is the essence of this agreement. In the event the PRESENTER refuses or neglects to make said payment(s), the ARTIST will have the right to not perform as per the present AGREEMENT without forfeiting his rights herein.

2. DUTIES OF PRESENTER

PRESENTER hereby undertakes and agrees as follows:

2.1 To return the signed contract within a maximum period of twenty-one (21) days from the date of issue to ensure efficient tour preparations by the ARTIST.

2.2 To provide the VENUE at its own expense, during the ENGAGEMENT from load-in, set-up, rehearsals and performance times, well heated or air-conditioned, lighted, with security present and in good order, with all the necessary attachments and ushers, ticket takers, and with clean, commodious, well heated and well lighted



dressing rooms, and such further and other facilities as shall be set forth in a schedule containing same to be provided to PRESENTER by prior to the first date of the ENGAGEMENT.

- 2.3 To ensure that the sightlines are respected and that a requested area in the VENUE be reserved for installation of technical equipment and for the running of the PRODUCTION by the ARTIST's technical director or stage manager, as agreed upon between technical directors of both parties.
- 2.4 To ensure that the stage is perfectly level, and presents no inclination. Should corrective action be required to ensure the stage is perfectly level, the PRESENTER shall undertake corrective measures at its expense and prior to the ARTIST's arrival. PRESENTER understands that if an unevenness of the stage or other irregularity does not allow the secure presentation of the ARTIST's performance(s), the ARTIST shall have the right, for the security of its performers, not to present the performance(s).
- 2.5 To ensure that the acoustics and stage lighting of the VENUE and the comfort of the public therein comply with a minimum of professional standards. *- In house production -*
- 2.6 At the request of the ARTIST, the PRESENTER agrees to curb the continuance of any noises or other disturbances that may serve to hinder the performance by the ARTIST, including turning off or adjusting the air conditioning system during the performance if it is judged too noisy by the ARTIST.
- 2.7 To provide crew assistance and technical requirements as specified in the attached Technical Rider.
- 2.8 To retain, and pay the salaries; pension and welfare fund contributions and all further expenses engendered with respect to the retention of all personnel as required by the preceding sub-paragraph or as required by any local labour organization, trade association, union, or guild having jurisdiction over the services to be performed by such personnel in connection with the ENGAGEMENT.
- 2.9 To ensure, where applicable, that it has entered into a valid and subsisting lease or license in respect of the VENUE for the period of the ENGAGEMENT, a copy of such lease or license shown to ARTIST or Agent upon request.
- 2.10 To ensure that, prior to the ENGAGEMENT, all necessary licenses, including performing right licenses have been obtained and all fees with respect thereto and any other fees and taxes have been duly paid.
- 2.11 To ensure that, for the period of the ENGAGEMENT there exists general liability insurance with respect to the VENUE, and to the performance by ARTIST therein, of not less than Two Million Dollars (\$2,000,000) in respect of any injuries to or death of one (1) or more persons and loss or damage of property; PRESENTER will be responsible for a sufficient amount to cover damage to members of the audience and members and/or equipment of ARTIST, such damage arising solely from the negligence of PRESENTER or one of its representatives or employees and not otherwise covered by the ARTIST's insurance. PRESENTER shall be liable for and agrees to indemnify the ARTIST from all claims resulting from acts, occurrences, or omissions arising out of or relating to the operation of the theatre as distinguished from the presentation of the performance in the theatre.
- 2.12 To ensure that, during the ENGAGEMENT, there will be no seats, other than those normally composing a part of the VENUE, placed anywhere in the VENUE, without prior consent of ARTIST or AGENT.
- 2.13 To ensure that for the duration of the ENGAGEMENT no other parties, late night performances, classes, rehearsals, workshops or performances shall take place in the VENUE while the PRODUCTION is set-up and/or running in the VENUE.
- 2.14 To pay any municipal or state taxes to be paid for said performances by virtue of the legal jurisdiction to which the PRESENTER is subject.

- 2.15 To confirm any option (if applicable) at least one month before the date of the first performance.
- 2.17 To utilize the logos of the PRODUCTION provided to PRESENTER by ARTIST for any and all promotional materials of the PRODUCTION.
- 2.18 To refer to the PRODUCTION as **TIMBER!** at all times in any and all written materials including, but not limited to publicity material, internet advertising, tickets, and other media.
- 2.19 Thoroughly communicate ARTIST's technical needs to all technical personnel.

3. DUTIES OF ARTIST

ARTIST hereby undertakes and agrees as follows:

- 3.1 To provide the PRODUCTION including costumes sets etc. respecting the dates, times and places of performances as well as the number of performances as determined in agreement with the AGENT.
- 3.2 To provide the required performers and technical staff necessary for the specified performance(s) of the above mentioned PRODUCTION.
- 3.3 To assume payment of fees and salaries to artists and technical personnel accompanying the PRODUCTION.
- 3.4 To provide and send to the PRESENTERS at its own expense, the publicity material including digital images, press kits, and program notes required by the PRESENTER, to be utilized by PRESENTER in the promotion and advertisement of the ENGAGEMENT, whether by (though not limited to these mediums) mailing of circulars, bill posting, newspaper, radio or television advertising. PRESENTER will endeavor whenever possible, to present such requests in a timely fashion, with reasonable notice given for the ARTIST to comply. Should the PRESENTER be unable to do so, the PRESENTER agrees to pay the express post or courier costs such as are incurred to meet urgent requests. If the PRESENTER is responsible for any such costs, the PRESENTER will be notified of this by the ARTIST prior to the expenditure.
- 3.5 To be reasonably available, at the expense of the PRESENTER, for television, radio and press interviews subject to the PRESENTER presenting both the ARTIST with a written request for the interview(s) a minimum of 24 hours in advance. Unless otherwise agreed upon, no interviews shall be scheduled or conducted prior to 8:30 AM, nor on the designated day off. Breakfast shall be provided for morning interviews.
- 3.6 To provide full information and drawings of the PRODUCTION's technical requirements.
- 3.7 To represent and warrant that ARTIST holds all necessary licenses and copyrights for the PRODUCTION.
- 3.8 To be responsible for insurance coverage for the members of its touring company and for its PRODUCTION elements and equipment during the transportation to, from and during the ENGAGEMENT.
- 3.9 To apply and pay for the requisite visas and work permits, where applicable. ARTIST agrees to supply documentation (W-8BEN) or a copy of a Central Withholding Agreement (CWA) proving an approved reduction or exemption applies, to PRESENTER at least 15 days prior to the performance so that the standard 30% of the gross income amount not be withheld as per IRS regulations.
- 3.10 ARTIST assumes cost of and responsibility for procurement of work permits and/or permits processing.

3.11 To indemnify and hold the PRESENTER harmless from and against any and all claims for bodily injury or property damage in connection with or relating to any actions, claims, or demands by third parties, in tort, to the extent that such actions, claims, or demands are based upon acts defaults or neglects of the ARTIST and/or any of its employees.

4. **BOX OFFICE**

4.1 PRESENTER shall plan, organize and administer all ticket sales, at its entire discretion, unless otherwise specified herein.

4.2 ARTIST shall be given ^{10 small venue - msn} ~~twelve (12)~~ complimentary tickets for the evening performance. ARTIST shall notify PRESENTER a minimum of twenty-four (24) hours in advance of each performance confirming the number of complimentary tickets that will be utilized by the ARTIST for each performance.

5. **PROMOTION AND PUBLICITY**

5.1 PRESENTER alone shall be responsible for the promotion and advertisement of the ENGAGEMENT and shall pay all expenses resulting therefrom provided that all such promotion and advertising shall be carried out in a manner and style commensurate with the professional reputation of ARTIST and shall, in no way, serve to injure or in any way diminish such reputation or the rights of ARTIST in and to the professional name of ARTIST. ARTIST grants to PRESENTER the right to make use of ARTIST's name, pictures, photographs and other likenesses, only for the purpose of advertising, publicizing and promoting the ENGAGEMENT. In any such advertising, publicity, or promotion, ARTIST shall not be directly or indirectly represented or announced as endorsing, using or consuming any product or service.

5.2 ARTIST shall provide the elements (visual, audiovisual, content, logos of ARTIST and SHOW) required by the PRESENTER to prepare its advertising material. ARTIST shall also provide press kits, photographs and musical extracts of the PRODUCTION. PRESENTER shall use these elements as provided by the ARTIST. Any advertising material created by the PRESENTER must receive written approval of the ARTIST prior to publication or release.

5.3 For all document, distribution, advertisement, promotion, promotional material, publicity release or other that the PRESENTER will produce or order for the presentation of the SHOW, the PRESENTER shall use the promotional data, material and/or the logos of the ARTIST and of the SHOW as the ARTIST provides them.

5.4 PRESENTER shall be responsible for the printing and distribution during the ENGAGEMENT of the house program, in quantities commensurate with ticket sales. ARTIST shall furnish to PRESENTER the written copy for the following components of the house program which shall be included therein in its entirety and without any deviation other than that which has received the prior written approval of ARTIST; cover information, selection(s) to be performed by ARTIST, *where* appropriate, history of company with which ARTIST is performing, and credits. All publicity/promotional materials require a seven (7) calendar day notice for materials and proofing copy by ARTIST.

5.5 ARTIST hereby grants to PRESENTER, for no additional compensation, the right to permit the Media to photograph, film or document the ARTIST while at the VENUE provided, however, that no more than three (3) minutes of ARTIST's rehearsal or performance shall be aired and PRESENTER receives no compensation therefrom. ARTIST further agrees to cooperate with PRESENTER regarding photo shoots and interviews, but scheduling of any promotion event must be cleared with ARTIST at least 24 hours before the actual event. It is understood that photographers and videographers must not interfere with the performance and that said documentation is undertaken at the Media's own risk.

5.6 ARTIST has right of approval of all use of his name and the name of the ENGAGEMENT in any and all documents mentioning ARTIST's engagement or any of its components, regardless of medium. PRESENTER shall submit any and all materials to ARTIST and shall allow ARTIST a minimum of three (3) working days to approve said materials.

5.7 BROADCAST RIGHTS: Neither PRESENTER nor ARTIST shall have the right, or allow or assign such right to any other party, to record, televise, broadcast, photograph or otherwise reproduce the PRODUCTION in full or in part thereof, without the prior written consent of both PRESENTER and ARTIST.

5.8 PRESENTER agrees to print on all programs: "represented by JOHN LAMBERT & ASSOC. (Montreal, Canada) www.johnlambert.ca"

5.9 All publicity and promotional materials must make mention: "CIRQUE ALFONSE" is presented with the support of the Canada Council for the Arts and the Conseil des Arts du Québec.

6. PHOTOGRAPHS AND RECORDING

6.1 PRESENTER shall not allow the taking of photographs of ARTIST or PRODUCTION during the ENGAGEMENT, unless otherwise authorized herein. Additionally, PRESENTER shall not allow the use of transmitting or recording apparatus serving to transmit or record, either the audio or visual components of any portion or all of any performance by ARTIST unless authorized herein. Requests for such authorization shall be made no later than six (6) weeks prior to performance(s).

7. SOUVENIRS

7.1 ARTIST shall be permitted to sell merchandise at the venue 30 minutes prior to show, and after the performance. The PRESENTER will provide a table with easy access to an electrical supply to display merchandise and this table will be positioned in a high-profile location in the lobby. If the PRESENTER is asked to provide a person to man the table, this person will be responsible for selling merchandise, balancing sales with inventory, submitting a list to ARTIST of the merchandise sold, and delivering appropriate moneys earned through merchandise sales within an hour of the end of the concert. In exchange for supplying a person to man the table on behalf of the ARTIST, the PRESENTER will be entitled to a 20% commission on all sales. ~~There will be no commission if ARTIST or its representative supplies a person to man the table.~~ 10% commission if -

8. FORCE MAJEURE

8.1 Neither AGENT, ARTIST nor PRESENTER shall be under any liability if either party is delayed, interrupted or prevented from the performance of its obligations described herein by reason of act of God, fire, flood, war, public disaster, labour difficulties, government enactment, physical disability including illness, death or imminent death of a family member, immigration or transportation delays, refusal of work permits or visas or entry into the host country for timely presentation of performances, any Law, Order, Decree, Rule or Regulation of any Governmental or other Authority or for any other reason whether of a similar or dissimilar nature beyond the control of the parties, the except when:

8.1.1) The ARTIST is already in the city in which the performance(s) is/are to take place at the time a FORCE MAJEURE is declared, in which case, the PRESENTER will pay, if applicable, all contractually agreed upon travel costs, cargo shipment costs, and the portion of accommodation and per diem which cannot be recovered. Provided that if the ARTIST's obligations under this Agreement shall have been partly performed prior to such cancellation, the ARTIST shall be entitled to an appropriate proportion of the negotiated performance fee, to be agreed upon by the parties or if the parties cannot agree then by arbitration;

8.1.2) The ARTIST is not yet arrived in the city in which the performance(s) was/were to take place at the time a FORCE MAJEURE is declared, the PRESENTER will pay any contractually agreed upon costs of travel and cargo shipment costs which have already been defrayed by the ARTIST and which cannot be recovered plus any cancellation charges/fees incurred as a result of the Force Majeure.

Empty rectangular box

8.2 In the case of a Force Majeure, attempts will be made to reschedule the performance(s) within precisely the same period outlined in the contract at no extra cost to the PRESENTER.

However, if the performance(s) cannot be rescheduled in precisely the same period, the PRESENTER will be responsible for paying the full fee to the ARTIST plus the documented additional costs to the ARTIST of presenting the cancelled performances at a later date.

9. FAMILY ILLNESS AND DEATH

As the PRESENTER's acceptance of this Agreement is essentially personal to the ARTIST and its performers, it is understood and agreed that should there be serious illness, imminent death or death in the immediate family of either the Performer or a key member of the ARTIST's company, that he or she will be released from their obligations for a mutually agreed upon period of time to return to Canada.

In the event of such serious illness, imminent death or death, the ARTIST will make every possible effort to secure a suitable replacement for the remaining performances. However, if a suitable replacement cannot be secured for any of the remaining performances, the PRESENTER and the ARTIST may decide to re-schedule the replacement performances or cancel any or all of the remaining performances. If replacement performances cannot be arranged, the ARTIST and the PRESENTER agree that this is a FORCE MAJEURE and agree to adjust the fee on pro-rata basis to compensate the ARTIST for the number of performances delivered.

10. AUTONOMY OF ARTIST

10.1 PRESENTER acknowledges that PRESENTER is not the agent of ARTIST and shall not hold itself out to the public as so being, and that further, PRESENTER has no authority, in any way, to bind or commit ARTIST, nor shall PRESENTER in any way pledge the credit of ARTIST, unless otherwise specifically authorized herein.

11. TERMINATION

11.1 The parties recognize the irrevocable nature of this agreement. Any cancellation on the part of either party will make them liable with regard to financial obligations undertaken by the other party and real expenses incurred as a result of the cancellation.

11.2 If either party shall fail to perform any of its respective obligations described herein, one party may terminate this agreement forthwith upon notice to the other party, and thus be relieved of an obligation, without prejudice to any rights to seek damages or any other redress as it may have at law.

11.3 If the PRESENTER cancels in whole or in part, the PRESENTER shall be nevertheless responsible for full payment of the engagement fee as per clause 1.1 of this agreement.

11.4 If prior to the date of this ENGAGEMENT, ARTIST ascertains that PRESENTER has failed to fulfill its obligations under a contract for a performance with any third party ARTIST, or if ARTIST ascertains that the ability of PRESENTER to fulfill its monetary obligations herein has been substantially impaired, ARTIST shall have the right by written notice to terminate this agreement forthwith.

12. ASSIGNMENT

12.1 This agreement may not be assigned by either party without the proper written consent of the other party.

13. NOTICES

13.1 All notices, demands, or statements provided for in this agreement and any other notices which may be deemed necessary hereunder shall be in writing and delivered personally or forwarded by registered mail postage prepaid to the above addresses, or such other addresses as may be designated by either of the parties in accordance with the provisions of the paragraph; such notices shall be conclusively deemed to have been received or made on the day upon which such notice was personally delivered, or, if mailed, then on the second business date following the date of mailing.

14. ATTACHED ANNEXES

14.1 The Technical Overview Rider and Marketing Guidelines (Appendix A) attached hereto are essential to this agreement.

14.2 In the event of negotiations of technical details between the technical directors or technical representatives of ARTIST and PRESENTER, the pertinent correspondence between the said representatives shall constitute acceptable amendments to the attached technical rider.

15. PERFORMING RIGHTS

15.1 PRESENTER agrees to ensure that, prior to the Engagement, all necessary local licenses, including performing right licenses have been obtained and all fees with respect thereto and any other fees and taxes have been duly paid.

16. JURISDICTION

16.1 This Agreement shall be governed by and construed in accordance with the laws of the Quebec and of Canada, and has been written in English at the request of both parties.

17. ADDITIONAL TERMS AND CONDITIONS

17.1 During set-up, strike, workshops and performances, PRESENTER shall supply the ARTIST with a light buffet of fresh uncut fruit, cheeses, vegetables and healthy sandwiches including non-meat items. At all times (set-up, performances and tear-down), PRESENTER shall supply the ARTIST with non-carbonated spring water, juice, milk, coffee, and tea. See Hospitality Rider regarding meal choice suggestions.

17.2 Before each evening performance and between each performance/activity on two-performance/activity or two-activity days, PRESENTER will provide each member of the company of the ARTIST with a hot meal. See Hospitality Rider regarding meal choice suggestions.

17.3 This contract shall only be valid and binding, pending procurement of the applicable working permit and/or visas for all members of the ARTIST for the dates specified in this contract.

IN WITNESS WHEREOF the parties have duly executed this Agreement each by and between:

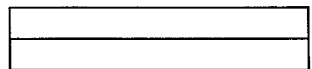


Roy Furshpan
Director
Humboldt State University

Antoine Carabinier
Co-Artistic Director
Cirque Alfonse

Date

Date



APPENDIX A

Cirque Alfonse
Marketing Guidelines
 (*subject to change)

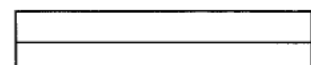
This document outlines the company's requirements for any and all

- Publicity and promotional material including but not limited to season brochures, postcards, posters, flyers, newspaper & magazine ads, and Website (for both the presenter and any applicable resellers), plus the Program.

1.1) As per contract, materials should be provided through the company. The company contact for Marketing materials is Genevieve Morin [REDACTED] for proofing and approval prior to printing, ideally allowing the ARTIST five (5) business days to proof, or if that is not possible an absolute minimum of two (2) business days. Bearing in mind time differences, weekends, and the company's schedule, timing is of the essence. The ARTIST will endeavour to respond within the shortest possible timeframe.

Publicity and Promotional Material – Elements to include

Element	Description	Required / suggested text		
Primary billing	In all appropriate promotional materials under the control of the presenter the billing should read essentially as follows:	PRESENTER Presents TIMBER! A Production of Cirque Alfonse		
Secondary billing	The following credits must also appear on all print advertisement of 200 lines or more (height equal to or greater than 14" or 37 cm), as well as the to subscription and/or season brochure(s), poster(s), house programs and press releases):	Directed by Alain Francoeur Music by David Boulanger Lighting Stage Design by Nicolas Descôteaux		
Age requirement		<i>"This production is intended for family and adult audiences, ages 6+."</i>		
Interval / intermission	To be included where deemed appropriate – in relation to performance duration	<i>No intermission or No interval</i>		
Latecomers	To be included where deemed appropriate – in relation to performance duration	<i>"Latecomers will be admitted during appropriate breaks during the performance."</i>		
Government sponsors (* touring outside of Canada)	Must be credited in advertising related – please refer to Artist's contract.	Government sponsors allow for either of their logos , or the following text to be included. <i>"CIRQUE ALFONSE is presented with the support of the Canada Council for the Arts and the Conseil des Arts et Lettres du Québec";</i> * Logos (available in B&W or colour) will be supplied via COMPANY – examples illustrated below (actual logo supplied may be different): <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 50%;">Canada Council for the Arts</td> <td style="width: 50%;">Conseil des arts et des lettres du Québec</td> </tr> </table>	Canada Council for the Arts	Conseil des arts et des lettres du Québec
Canada Council for the Arts	Conseil des arts et des lettres du Québec			
John Lambert & Assoc. Credit	Must be included in House Programme.	<i>"Cirque Alfonse is represented by John Lambert & Assoc. (Montreal) www.johnlambert.ca."</i>		
Photos + credit	Supplied by company via COMPANY	Approved photos and associated credit to be confirmed with the company. Photo credit is discretionary.		
Production logo	Supplied by company via COMPANY			





Timber! - Technical Rider

General

The Cirque Alfonse circus company will hereinafter be referred to as *The Company* and the production/presentation company or presenter will be referred to as *The Producer*.

This technical rider sets out all the specifications and requirements for the smooth operation and success of the Cirque Alfonse Company's "Timber!" show and is an integral part of the contract. This rider may not be modified without the prior consent of Cirque Alfonse's technical director. Nonetheless, it serves as a framework and basis for negotiations. All changes must be included in an agreement with the Cirque Alfonse Company's representatives.

Table of contents:	01)	Members of the Company
	02)	Performance Space
	03)	Stage Plans and Inventories
	04)	Production Schedule and Personnel Required
	05)	Sound
	06)	Lighting
	07)	Rigging
	08)	Control Booth and Cues
	09)	Services
	10)	Contact Information

01) Members of the Company: (12)

5 acrobats
3 musicians
1 soundman and Technical Director
1 light operator
1 tour manager
1 assistant tour manager / accountant
2 childs
+ Occasionally 1 company representative
Total 12 persons (occasionally 13)



Timber! - Technical Rider

02) Performance Space

Dimensions:

The performance space cannot be less than 32' (10 m) wide by 32' (10 m) deep and 22' (7 m) high (minimum stage requirement) in addition to the wing clearance and space to move on each side.

Stage:

The stage will be covered with a 32' (10 m) x 28' (8.5 m) wood floor provided by Cirque Alfonse.

Fly loft:

The theatre must be equipped with a fly system that offers a choice of lighting and stage masking positions. A minimum of 7 battens are required above the stage on which to hang lights. Moreover, stage masking battens must also be available, depending on the configuration and stage/house ratio. ~~A batten is required in the house to light the façade.~~

Wings:

The wings must be free of obstructions during stage rehearsals and shows. The cables from the vertical battens for the laterals must be hoisted overhead or secured to the floor with tape and covered by carpets. Blue backstage lights must also be installed in each wing and the upstage corridor.

Stage masking:

- 5 Flat black velour borders
- 5 Pairs flat black velour legs: (12' - 3.7 m) wide x (28' - 8.5 m) high
- 1 Black backdrop

03) Stage Plan and Inventories

The Producer must supply and send the plans and inventories for the equipment described below, for each theatre, as soon as possible so that the Cirque Alfonse Company can adapt to the space and stage. The Producer must supply the plans at least one (1) month prior to the first performance. The plans must be 1:50 or 1/4" = 1' scale, no smaller, and include:

- 1) FLOOR PLAN (top view): showing the stage, backstage, unloading area, the audience's fields of vision, the house, the dressing rooms and the rehearsal room(s) (if possible).
- 2) ELECTRICAL PLAN (top view): showing all the lighting positions, circuit positions and circuit numbers, all equipment hung in permanent positions, the locations of all battens and electrical hook-ups and all of the theatre's permanent stage masking positions.
- 3) PROFILE (side view): showing the slope of the house (audience) and the stage, the proscenium, the height of the proscenium arch and ceiling, the hanging positions in the house, the stage grid and the usual curtain and electrical settings (height).
- 4) INVENTORY LISTS: all of the theatre's available sound, lighting and stage masking equipment.

Advance for current inventory DTS

20' H. Proscenium DTS

Light gallery only DTS



Timber! - Technical Rider

04) Production Schedule and Personnel Required

The Company will need a technical director (provided by the Producer) who is familiar with the location and/or the theatre the Company will be performing in. He/She will act as an intermediary between the Company's production and the local technical team. The Producer agrees to provide the services of a professional, experienced and sober local team that can carry out all setup, strike, loading and unloading tasks according to their assigned departments. The local team will be supervised by the Company's personnel during all operations.

TYPICAL SCHEDULE

DAY 1

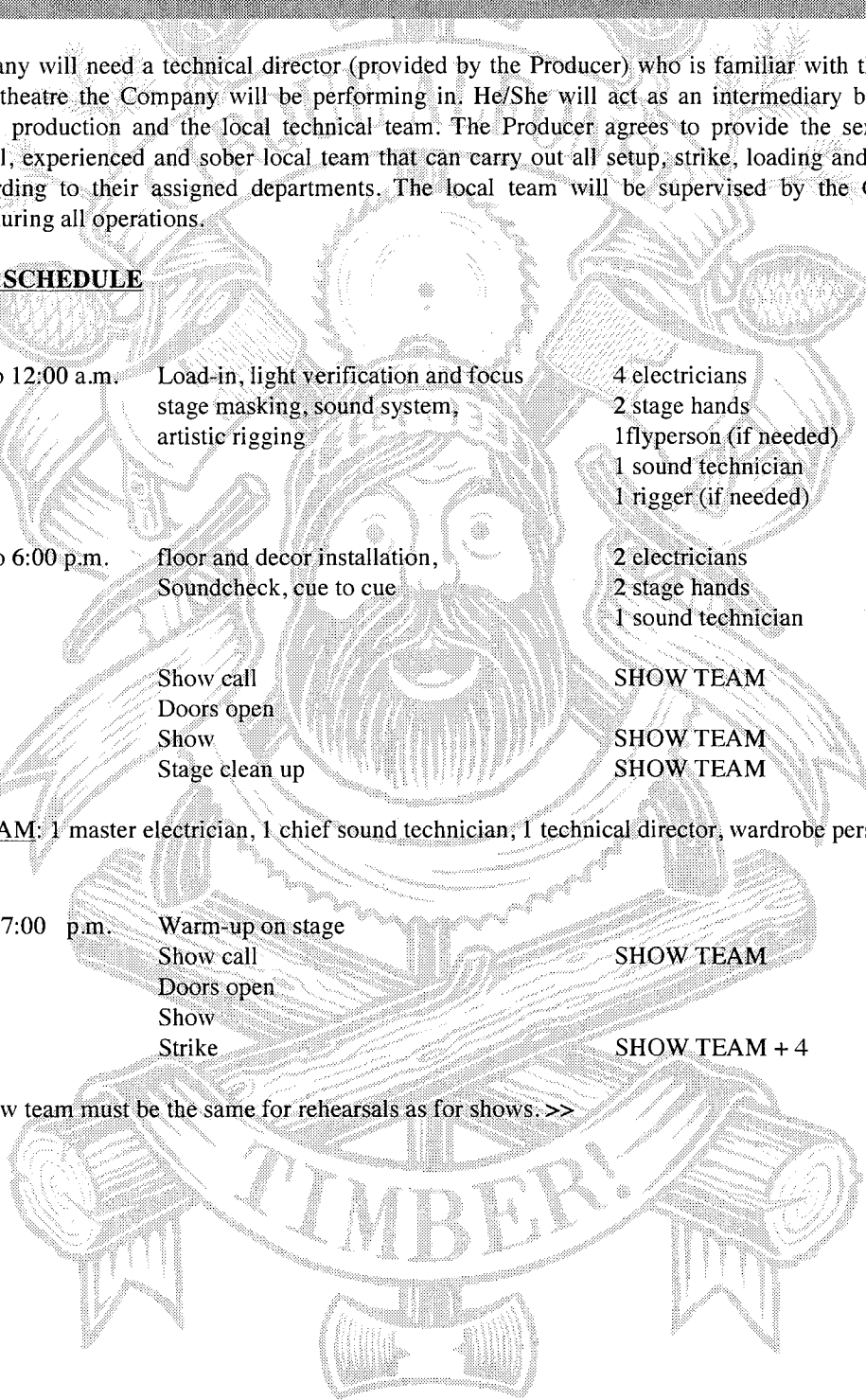
8:00 a.m. to 12:00 a.m.	Load-in, light verification and focus stage masking, sound system, artistic rigging	4 electricians 2 stage hands 1 flyperson (if needed) 1 sound technician 1 rigger (if needed)
1:00 p.m. to 6:00 p.m.	floor and decor installation, Soundcheck, cue to cue	2 electricians 2 stage hands 1 sound technician
7:00 p.m.	Show call	SHOW TEAM
7:30 p.m.	Doors open	
8:00 p.m.	Show	SHOW TEAM
9:30 p.m.	Stage clean up	SHOW TEAM

SHOW TEAM: 1 master electrician, 1 chief sound technician, 1 technical director, wardrobe person.

DAY 2

5:00 p.m. - 7:00 p.m.	Warm-up on stage	
7:00 p.m.	Show call	SHOW TEAM
7:30 p.m.	Doors open	
8:00 p.m.	Show	
9:30 p.m.	Strike	SHOW TEAM + 4

<< The show team must be the same for rehearsals as for shows. >>





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05) Sound

The Producer must supply the following equipment:

- 1 stereo sound system for the façade, capable of producing 30 to 20 000 Hz at 110 dBSPL
Adapted to the size of the venue with front fill and delay if needed.

Control booth

- 1 ~~Yamaha M7CL / CL5 or Soundcraft Vi4 or Digico SD8~~ *House Consoles only DTS*
- 1 Dual CD player

Monitors

- 5 Monitors, hooked up to 4 mix (3 peripheral, 2 on the floor)
Amplifiers /necessary cabling

Microphones

- 6 DI (3 active, 3 passive) *← House Mic's only DTS*
- 1 Shure beta91
- 1 E-Voice nd308 + drum-claw
- 1 A-technica ATM35
- 3 Sennheiser mkh40
- 1 Shure sm58
- 8 Microphone stands: 5x tall, 3x short
XLR cable 10' 25' 50', adapter kit ("y", M@M, F@F,etc,...)

Communications

- 3 intercom stations with headsets, microphones and lighting cues:
1 lighting technician, 1 sound technician, 1 on stage (stage left)

Note: All substitutions or modifications must be validated by Cirque Alfonse Company's technical director or sound technician.

The Company will provide the following sound equipment:

- 10 wireless microphones Shure slx4 system
- 1 DI
- 2 crown pcc-160
- 2 c-ducer cpm-8 stereo pair



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06) Lighting

The Producer must provide the following equipment:

- | | |
|------|--|
| 1x | Light desk ETC express or congo |
| 100x | 2.4 kW dimmers |
| 20x | 1 kW Fresnels or PC |
| 16x | 2 kW Fresnels or PC |
| 12x | Profile spotlights, 19 degrees, 575 W, with Iris |
| 12x | Gobo holders |
| 36x | Zoom projectors, 25/50 degrees 575 W |
| 10x | Zoom projectors, 15/30 degrees, 575 W / façade (FOH) |
| 17x | Par64 MFL 1 kW (medium) |
| 1x | Basic house lights |
| 8x | 8'-0" (2.5 m) booms |
| 1x | Fog machine – MDG Atmosphere |

House Lighting inventory only DTS

The Company will provide the following equipment:

- Lighting accessories
- All gelatines needed for the show

07) Rigging

Artistic Rigging:

The Company need a rigging point for two aerial devices (1x swing for 2 people and 1x elastic bungee). The Presenter must provide a professional rigger who is familiar with the premises and the hanging structure as well as the load the building's structure is capable of bearing.

- | | |
|----|---|
| 1x | ground anchor, midstage left. Must be able to hold 1 500 lbs. (680 kg) |
| 2x | ground anchors/weights, back of the set, stage right and left.
Must be able to hold 800 lbs.(360 kg) |
| 2x | artistic rigging points mid-stage in the fly loft or grid for aerial rigging. 1 500 lbs (680 kg) |

If an anchor point is not possible, counterweights (lead or water tank) can be placed on the stage.

The aerial devices and all artistic rigging material will be supplied by the Company.



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08) Control Booth and Cues

The show will be carried out as follows:

The show is a single 85 minute set.
 The Company's stage managers will be in charge of all sound and light operation.
 The Company's stage managers must be set up in- house and facing the stage in order to run the shows.
 They cannot be in a closed booth.
 The house curtain will not be used.

↖ Foll 8' x 12' only DTS.

09) Services

The Company require:

Spring water (non-carbonated) at all time
 Rehearsals: 12 x 500 ml of spring water per day
 Shows: 12 x 500 ml spring water per show

1 kg of ice is required for each show in case of injury

The Company would appreciate:

12 x beer bottles after each show
 1 x white wine bottle after each show

CATERING :During set-up, strike, workshops and performances. PRESENTER shall supply the ARTIST with a light buffet of fresh uncut fruit, cheeses, vegetables and healthy sandwiches including non-meat items. At all times (set-up, performances and tear-down), PRESENTER shall supply the ARTIST with juice, milk, coffee, and tea. Before each evening performance and also between each performance/activity on two-performance/activity or two-activity days.
 PRESENTER will provide each member of the company of the ARTIST with a hot meal.

USHERS: The Presenter agrees to provide the services of ushers and house staff for the show (audience's arrival and departure).

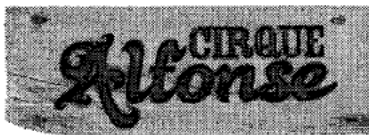
3 rooms total backstage - 4yr

DRESSING ROOMS: The Company will need 4 small dressing rooms for 2 people or 2 large dressing rooms for 4 people. They must be in good condition, clean, sufficiently heated and safe. The rooms must be equipped with chairs, tables with mirrors, sufficient lighting, toilets, showers with 12 towels, costume racks and costume hangers.

LAUNDRY: The theatre must be equipped with washers and dryers in which to wash the costumes after the shows. Fans would also be needed for drying certain costume elements.

**A wardrobe attendant will be required to help with the costumes and washing after every shows.

Laundry may not be available - 4yr on site



Timber! - Technical Rider

REDORDING AND PHOTOGRAPHY: The Presenter must ensure that the show is not recorded by any means: microphone, video, camera or other. No cameras, with or without flash, are permitted during the rehearsals or shows.

TECHNICAL SECURITY: The Presenter agrees to protect and insure the Company's personnel, equipment, accessories, costumes and personal effects left on the site where the Company will be performing (in the theatre, dressing rooms, control booth, house, production office, hall, dock, lighting positions). The Producer agrees to secure said locations 24 hours per day, for the Company's entire stay (until its departure). - *Building will be locked, and university police will make regular rounds - Av*

10) Contact Information

Hugo Hamel, Company production and technical director [REDACTED]

Geneviève Gauthier, tour director: [REDACTED]

Lionnel Dechamps, Sound and Tech. Director on tour: [REDACTED]

Antoine Carabinier-Lépine, Artistic Director: [REDACTED]

Julie Carabinier, Artistic Director [REDACTED]

John Lambert : Touring Agent for USA, Latin America, Asia-Pacific [REDACTED]

Vincent Messenger, Dolce Vita Spectacles : Touring Agent Europe, Canada [REDACTED]

All additional information will be provided upon request at any time. You can directly contact the person concerned, listed above.

E-mail: [REDACTED]

Web site: www.cirquealfonse.com

http://www.youtube.com/watch?v=tIMEgo_yGdQ

**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