

TOMMY EMMANUEL | Van Duzer Theatre | Arcata, CA | CONTRACT DUE BY 06/02/14

Agent: Kevin Kastrop | KKastrop@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Friday, May 16, 2014 by and between GINA MENDELLO FOR TOMMY EMMANUEL ("ARTIST COMPANY"), which shall furnish the services of TOMMY EMMANUEL ("ARTIST"), and CENTERARTS/HUMBOLDT STATE UNIVERSITY ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement.

This Performance Contract between ARTIST COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and ARTIST COMPANY hereby agree as follows:

1. ENGAGEMENT / VENUE:

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

VENUE: Van Duzer Theatre
 ADDRESS: Humboldt State University CenterArts - 1 Harpst Street
 Arcata, CA 95521
 United States
 DATE OF SHOW(S): Tuesday February 10th, 2015
 Doors: ~~7:00PM~~ 7:30 P.M. - MNR
 Showtime: 8:00PM
 Curfew: ~~TBD~~ -midnight - MNR
 ANNOUNCE: 06.15.2014 Sun
 PRE-SALE: 06.16.2014 Mon
 ON SALE: 08.04.2014 Mon

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT *[Signature]*

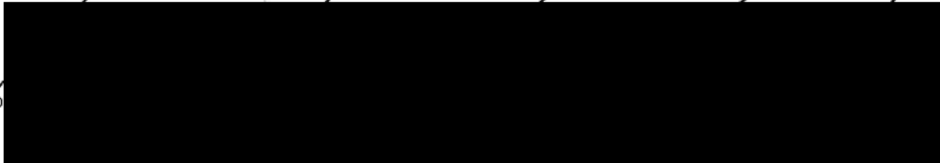
2. COMPENSATION:

\$ 10,000.00 guaranteed to ARTIST (the "Guarantee").
PURCHASER to provide and pay for ARTIST rider requirements, as specified and approved by ARTIST.

3. PAYMENT TERMS:

UNIVERSITY CANNOT PAY DEPOSITS *[Signature]*

PURCHASER shall pay a deposit in the amount of \$ 5,000.00 to PARADIGM TALENT AGENCY no later than Saturday, January 10, 2015.
All deposits shall be payable by either bank wire to:



Full
Balance of Compensation (Section 2) shall be paid to and in the name of ARTIST COMPANY by cash or cashier's check not later than the evening of the Engagement.

ALL PAYMENTS BY UNIVERSITY CHECK *[Signature]*

4. PRODUCTION:

PURCHASER to provide and pay for House Sound and Lights, approved by ARTIST.

5. BILLING:

IN-HOUSE SOUND, LIGHTS & PRODUCTION *[Signature]*

100% Headline
TOMMY EMMANUEL to close/ Support Act TBD



124 12TH AVE., SOUTH, STE. 410

NASHVILLE, TN 37203

615-251-4400

615-251-4401 FAX

APN LIC# 008129 MAY 16, 2014

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6. **TICKET SCALING AND PRICES:**

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL
General Admission	812	-	35.00	28,420.00
Students	0	-	10.00	0.00
CAP: 812	TOTALS:	812	0	\$ 28,420.00

SCALING NOTES ARTIST to receive 10 comps. **GROSS POTENTIAL**

7. **MERCHANDISE:**

80% Soft
90% Hard
VENUE Sells

8. **CONTACT DETAILS:**

ARTIST: **TOMMY EMMANUEL**
Gina Mendello for Tommy Emmanuel
c/o Paradigm
124 12th Avenue South, Suite 410
Nashville, TN 37203

PURCHASER: **CenterArts/Humboldt State University**
1 Harpst Street
Arcata, CA 95521
707-826-4411
Roy Furshpan
707-826-3928
roy.furshpan@humboldt.edu

PRODUCTION COMPANY OR PERSON: **CenterArts/Humboldt State University**
1 Harpst Street
Arcata, CA 95521
707-826-4411
Michael Moore
707-826-3928
mgm8@humboldt.edu

MARKETING CONTACT: **CenterArts/Humboldt State University**
1 Harpst Street
Arcata, CA 95521
707-826-4411
Michael Moore
707-826-3928
mgm8@humboldt.edu

TICKET COUNT CONTACT: **CenterArts/Humboldt State University**
1 Harpst Street
Arcata, CA 95521
707-826-4411
Jessica Lende
707-826-3928
jessica.lende@humboldt.edu

ARTIST MANAGER: **Tommy Emmanuel Touring LLC**
c/o Paradigm
124 12th Avenue South, Suite 410
Nashville, TN 37203
615-251-4400

9. **SPECIAL PROVISIONS:**

SET LENGTH PROVISION: Set length as 2 x 60 min + encore where possible

PBS: Should this Tommy Emmanuel engagement be selected for Public Television pledge drive, variable pairs of tickets should be made available to the designated local station at no charge to Tommy Emmanuel. The exact number of tickets will be determined if this engagement is selected as a Public Television drive. In return, Tommy Emmanuel's show will be aired one or more times in the immediate markets.

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10. **ATTACHMENTS:**

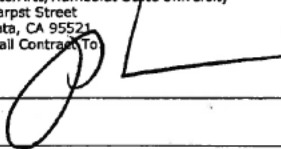
PURCHASER shall fully comply with and abide by all of the terms and conditions set forth in ARTIST'S RIDER, attached hereto and incorporated herein by this reference, at PURCHASER's sole cost.

The ADDITIONAL TERMS attached hereto form a part of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

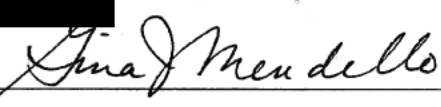
PURCHASER

Roy Furshpan
CenterArts/Humboldt State University
1 Harpst Street
Arcata, CA 95521
E-Mail Contract To

By  _____
Its _____

ARTIST

Gina Mendello for Tommy Emmanuel
c/o Paradigm
124 12th Avenue South, Suite 410
Nashville, TN 37203

By  _____
Its manager _____

TOMMY EMMANUEL | Van Duzer Theatre | Arcata, CA | CONTRACT DUE BY 06/02/14

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ADDITIONAL TERMS AND CONDITIONS

1. 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 absence of a specific written agreement with Artist relating to and permitting such recording, reproduction or transmission.
2. It is expressly understood by the Purchaser and the Artist who are parties to this contract that neither the Federation nor the Local Union nor Paradigm are parties to this contract in any capacity and, therefore, that neither the Federation nor the Union Local nor Paradigm shall be liable for the performance or breach of any provision hereof.
3. A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating with the Artist performing the engagement and the Purchaser.
4. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond Artist's control.
5. Provided Artist is ready, willing, and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof, in full, regardless of acts of God, fire, accident, riot, strike, or any event(s) of any kind of character whatsoever.
6. Purchaser's violation or failure to perform or fulfill any of the terms, covenants or conditions set forth in this agreement shall constitute a material breach, which shall entitle Artist not to appear or perform for any performance(s) of this engagement without any liability to Purchaser; and in such event, Purchaser shall be obligated to Artist for the full amount of compensation guaranteed to Artist, in addition to any and all other remedies for such breach which remedies shall be cumulative. In addition, if, on or before the date of any scheduled performance, Purchaser has failed, neglected or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is in Artist's opinion unsatisfactory, Artist shall have the right to demand the payment of all compensation forthwith. If Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel Artist's engagement by notice to Purchaser to that effect, and in which event Artist shall retain any amounts theretofore paid by Purchaser. Each term covenant and condition hereof is an essential condition precedent to Artist's obligation to perform and any breach by Purchaser shall entitle Artist to recover, without limitation, damages for any loss of good will and injury to Artist's reputation, all costs and disbursements of Artist in reliance upon this engagement and Artist's actual attorney's fees and costs in connection with any suit, arbitration or other proceeding whether or not reduced to final judgment or award, arising out of this contract or engagement or to enforce the terms hereof.
7. Purchaser shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deduction whatsoever.
8. In the event the payment to Artist shall be based in whole or in part on receipts of the performance(s) hereunder, Purchaser agrees to deliver to Artist a certified statement of the gross receipts of each performance within two (2) hours following such performance. Artist shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of Purchaser relating to gross receipts of this engagement only.
9. Purchaser agrees to furnish at its own expense on the date and at the time of the performance(s) above-mentioned, all that is necessary for the proper presentation of the entertainment presentation, including a suitable theater, hall or auditorium, well heated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and public address system in perfect, working condition including microphones in number and quality required by Artist, dressing rooms, all necessary electricians and stage hands, all lights, tickets, house programs, all licenses including musical performing rights licenses, special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distribution of circulars, display newspaper advertising in the principal newspapers and Purchaser shall pay all other necessary expenses in connection therewith. Purchaser will pay all music royalties in connection with Artist's use of music, and in addition, the costs of any musicians (including Contractor) other than those furnished by Artist as part of Artist's regular company. Purchaser agrees to pay all amusement taxes. Purchaser shall comply with all regulations and requirements of any union or unions that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by Purchaser and Artist. Purchaser agrees to comply promptly with Artist's directions as to stage settings for the performance hereunder. If Artist so requires, Purchaser will furnish at its own expense all necessary facilities, electricians, stagehands and other personnel for lighting and dress rehearsals. Purchaser shall furnish at its own expense all other items and personnel (including but not limited to any and all personnel, including musicians, as may be required by any national required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefore, except for those items and personnel which ARTIST herein specifically agrees to furnish.
10. Artist shall have the sole exclusive control over the production, presentation and performance of the engagement hereunder, including but not limited to the details, means and methods of the performances of the performing Artists hereunder, and Artist shall have the sole right as Artist may see fit to designate and change at any time the performance personnel other than the Artist hereinafter specifically named.
11. Nothing in this agreement shall require the commission of any act contrary to 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 and wherever there is any conflict between any provision of this Agreement and any 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.
12. This constitutes the sole, complete and binding agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York. Purchaser shall not have the right to assign this Agreement, or any provision thereof, but Artist shall have the right from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in part to any person, firm or Corporation.
13. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make Artist liable in whole or in part for any obligation that may be incurred by Purchaser in Purchaser's carrying out any of the provisions hereof, or otherwise. The person executing this Agreement on Purchaser's behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.
14. If Purchaser is providing air transportation, Artist management is to receive hard tickets (or the financial equivalence) NO E-TICKETS, no less than 1 (one) month prior to engagement, or date may be cancelled and deposit (whether received or due) will be forfeited.
15. PARADIGM ACTS ONLY AS AGENT FOR ARTIST AND ASSUMES NO LIABILITY.

TOMMY EMMANUEL CONTRACT RIDER

4. TICKETS:

A. There must be a verifiable record of ticket sales and revenue. This can be accomplished by a ticket stub count, Ticketmaster/Ticketweb manifest, venue manifest or other third-party means of accounting.

B. Comps: Artist requires ten (10) prime location tickets or reserved seats at no-charge. Seats must be held up until one (1) hour prior to show time but can then be released unless there is a sell-out, then management may be consulted about an earlier release of these seats.

5. PARKING:

Promoter agrees to provide at least one (1) parking area near the stage capable of accommodating one (1) large van or equipment truck.

6. MERCHANDISE:

Artist has the right to sell any and all merchandise related to Artist during his presence on the event property. ~~Unless otherwise agreed in writing and signed by both Artist and Promoter in advance, Artist is not responsible to pay any commissions or fees whatsoever to Promoter or any third parties related to said merchandise sales.~~ Promoter agrees to provide Artist with a table at no cost to Artist located in well-lit, advantageous area for merchandise sale purposes.

80/20
split 70/30

7. BACKSTAGE:

The backstage area must remain secure. Only venue staff and Artist's guests should be permitted backstage. Management or Artist must clear all persons requesting entrance to this area.

8. DRESSING ROOM:

A personal, lockable dressing-room is preferred; however, in the absence of such, Artist requires a private space in order to prepare for performance. Toilet facilities with sink and mirror should be nearby.

INITIAL: _____

TOMMY EMMANUEL CONTRACT RIDER

9. CANCELLATIONS:

A failure by Promoter to fully and faithfully perform any of the duties imposed on employer under the contract shall be a default thereunder, unless cured promptly following Artist's notice of such default and demand to cure. The occurrence of any such uncured default shall relieve Artist of Artist's duty to perform at the engagement and to retain as liquidated damages but not as penalty, the full contractual amount due Artist.

Should Artist arrive at event location and learn upon arrival that the event covered by this agreement and/or their scheduled performance has been cancelled, Promoter is obligated to pay Artist the entire performance fee due or remaining balance due thereof immediately.

Promoter and Artist reserve the right to cancel this agreement in the event of any unforeseen event which could be considered an Act of God such as but not limited to; fire, flood, earthquake, extreme inclement weather, terrorist attack or threat, accident involving physical injury, illness (against doctor's certification). Under these circumstances neither Promoter nor Artist can be made financially liable.

10. MISCELLANEOUS:

WEATHER PROTECTION: Promoter guarantees Artist (during outdoor events) that Artist's equipment will be protected from inclement weather conditions, including the entire stage, PA system and stage lighting area.

ARTIST STATUS: Artist is considered self-employed and pays Social Security and taxes according to the laws of the United States.

JURISDICTION: This agreement shall be construed and enforced in accordance with the laws of the United States and the parties submit to the exclusive jurisdiction of the American courts.

PERMITS: Promoter is responsible to obtain all necessary local permits related to the event covered by this agreement at no cost to Artist.

PRIORITY WORKER VISAS: Artist agrees to obtain all necessary Priority Worker/Non-Immigrant Visas required of Artist for the event covered by this contract outside the United States, Australia and European Union. Artist and Promoter will determine payment of such visas as to the responsible party in-advance.

COPYRIGHT SOCIETIES: Promoter is responsible for any and all submittals and/or payments which may be due to copyright societies related to the event covered by this agreement.

INITIAL: _____

TOMMY EMMANUEL CONTRACT RIDER

CATERING:

Artist would like hot meals for five (5) people at least 1+1/2 to 2 hours prior to show time (please check exact numbers as staff varies from time to time), immediately following sound check. Artist preferences are Thai (Green Curry or Laksa), Italian (pasta and salad), Indian or a selection of menus from local restaurants that either deliver or that someone can pick up and bring to the venue. Selections should include vegetarian foods. If Promoter does not provide food, please provide menus from local restaurants. Additional requirements for artist dressing room include:

- 4 - Cans Coke (iced)
- 2 - Cans Diet Coke (iced)
- 20 - Bottles Still Water at room temperature.
- Hot Coffee, tea kettle with assortment of teas, sugar and whole milk (no artificial coffee creamer)
- 3 - Bars of quality Chocolate (*no nuts*) 1 x milk, 1 x dark, 1 x white
- 1 - Platter of Crudités (Vegetables and Fruit with Dip and Crackers)
- Other food to include raw almonds, walnuts and dried fruit – NO SALT
- Several clean Towels and Soap
- 1 x small hand towel for on-stage

INITIAL: _____

TOMMY EMMANUEL CONTRACT RIDER

PRODUCTION (USA):

LIABILITY:

As soon as Artist's materials, i.e. equipment, instruments, belongings are on the event property, Promoter shall do everything to protect said materials from damage or theft by third persons and is liable as such for said damage or theft.

LOAD-IN:

Venue must provide practical means for initial load-in and load-out of stage equipment and merchandise.

SOUND and LIGHTS:

Promoter agrees to provide and pay for sound and lighting system approved by Artist. Under no circumstances will Artist perform with other than approved sound and lighting systems.

SOUND:

- The sound system must be completely installed and in good working condition upon arrival of Artist. Effects should be patched, stage wired, and monitors positioned/connected.
- We will require the house sound engineer to be at venue from load-in through end of load-out. Stephen Law will engineer unless previously notified.
- Mix position must be Front of House and at no time be expected to mix from an enclosed booth or backstage.
- System's main mix must be **stereo** (no mono).

INITIAL: _____

TOMMY EMMANUEL CONTRACT RIDER

Equipment List

- Sound system provided should be a professional full range concert system flown correctly and capable of producing 100db A-Weighted at all seats in the house. System must consist of mid-high top enclosures and subs **(containing no less than 2 x 18 inch drivers per side)**. System must be at least 3-way tri-amped with **plenty of power.** (Amps should be Pro Touring quality e.g. Crown, Lab Gruppen, Crest etc).
- Console must be professional touring quality with a minimum of 24 channels. (Midas, Crest, Yamaha, Soundcraft) and have 4 x parametric/quasi-parametric EQ bands on each channel.
- Stereo main mix with full EQ control over the system (Klark Teknik, BSS, DOLBY, Lake, XTA etc). EQ's must be easily accessible from mix position.
- Two bi-amped monitor wedges, low profile preferred on 1 x Pre Aux Mix with EQ accessible from mix position.
- Two trapezoid cabinets (can be 2 extra wedges) on 2x Post Aux Mixes with EQ accessible from mix position, positioned as side-fills on the floor, not on stands. (Can be a stereo Aux send)
- Low profile table or stand (road case, column, etc.) approximately 30"H x 20"W x 20"D.
- Artist stool (bar stool or similar preferably with a padded seat and absolutely no armrests).
- Engineer is to have full access to all system processing.
- One industry standard digital reverb unit (Lexicon, TC, Yamaha) patched from AUX send and **returning stereo.**
- One industry standard delay unit (TC D2, 2290 etc) patched from AUX send and **returning stereo or mono.**
- Hand held microphone at mix position for talk to stage communication with artist and for announcements.

LIGHTING:

Artist must be brightly lit at all times with professional, multi-angle lighting system capable of basic washes, colors and specials. **No overhead only or side only lighting.** A qualified LD must be present for entire performance, with Clear-Com communication between stage and lighting positions (if not within speaking distance). No auto-chasing or xenon strobos.

ANY QUESTIONS REGARDING SOUND AND LIGHTS CONTACT:

USA:

Stephen Law

FOH & Tour Manager

INITIAL: _____

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TOMMY EMMANUEL CONTRACT RIDER

ADDITIONAL ARTIST CONTACTS:

Gina Mendello, Manager Ph: [REDACTED] or Email: manager@tommyemmanuel.com

Steve Dahl, Agent-Paradigm (USA) Ph: [REDACTED] or Email: sdahl@paradigmagency.com

ACCEPTED & AGREED TO:



PROMOTER



ARTIST REPRESENTATIVE

INITIAL: _____

**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.

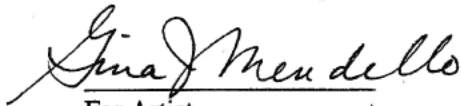
10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider 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.

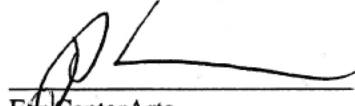
13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, 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.

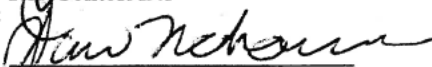


For Artist

Tax ID/Social Security #



For CenterArts



For University Center

Updated: April, 2009

CENTER ARTS

Technical Information Packet

JOHN VAN DUZER THEATER 7/1/14

CONTACT INFO & MAILING ADDRESS:

CenterArts, Humboldt State University
1 Harpst St., Arcata, CA 95521
707.826.3928, *office*
707.826.5980, *fax*

SHIPPING ADDRESS:

CenterArts, Humboldt State University
1 East Laurel Dr.
Arcata, CA 95521

STAFF:

DIRECTOR: Roy Furshpan
Roy.Furshpan@humboldt.edu

EVENT COORDINATOR: Michael Moore Jr.
mgm8@humboldt.edu

TECHNICAL DIRECTOR: Dan Stockwell
danstockwell@humboldt.edu

ADMINISTRATIVE COORDINATOR: Kayla Johnson
carts@humboldt.edu

TICKET OFFICE MANAGER: Jessica Lende
ticket@humboldt.edu

ADVANCE & CREW INFORMATION

The house production staff consists of a mix of professionals, semi-professionals & trained students who are supervised by a full-time Technical Director. All stagehands are non-union.

The Technical Director handles all the advancing for all sound, lighting, and staging needs.
The Event Coordinator handles all the advancing for all hospitality, parking and merchandise needs.

PARKING PERMITS

You must obtain a "service vehicle" parking permit from the CenterArts office to park in or near any loading dock. You must have a "service vehicle" parking permit or a daily permit purchased from a parking services kiosk to park in any general parking space on campus. Parking laws are strictly enforced on campus.

FIRE MARSHALL PARKING CODE

Our State Fire Marshall allows temporary parking in the "red" zones on campus ONLY IF the driver is awake and is in the vehicle. This rule is STRICTLY enforced and patrolled regularly.

TRUCKING RESTRICTIONS

Due to regulations, tractor-trailers are restricted to less or equal to sixty-five (65) feet overall combination length and a maximum 40 feet kingpin-to-rear-axle (KPR) length on portions of certain California Highways leading to Arcata. For more information regarding the regulations please contact our local California Highway Patrol office at 707.822.5981, or visit:

<http://www.dot.ca.gov/hq/traffops/engineering/trucks/truckmap/truckmap-d01.pdf>

The restrictions take place beginning on Highway 101 heading north at Leggett, CA. In addition, heading west on Highway 299 at Whiskey Town, CA.

The following companies can switch out the longer tractors to shorter ones in order to transport the trailers through the restricted zones. Please note: CenterArts is not affiliated with any of these companies, and it is the sole responsibility of the Artist and its management to procure the means to transport your show to Arcata.

AL LEWIS TRUCKING
1721 Ditty Ave.
Santa Rosa, CA
800.227.5528

STUART CREPS TRANSPORTATION
2940 Sunnygrove Ave.
McKinleyville, CA 95519
707.840.9557 • 707.498.2875

CUSTOMER TRUCK SERVICE
1945 Hilfiker Ln.
Eureka, CA 95503
800.223.1614

EXPRESSWAY TRANSPORT, INC.
P.O. Box 750098
Petaluma, CA 94975
707.763.3503

SHUSTER TRANSPORTATION
750 E. Valley St.
Willits, CA 95490
707.459.4131

ROTBERGS HUMBOLDT ENTERPRISES, INC.
101 Murrish Rd.
Redway, CA 95560
707.923.3440

JOHN VAN DUZER THEATER
Lighting Technical Specifications as of 7/1/14

POWER DISTRIBUTION

- 3 - 200A, 120/208V, 3-phase, 5-wire electrical panel (Cam-Lok or lug connectors) 2 located down stage left, 1 located down stage right.
- 1 - Company Switch: 400A, 120/208V, 3-phase, located down stage right. (Cam-Lok only)
COMPANY SWITCH SHARES 400A POWER WITH HOUSE DIMMERS, please consider this if you are using our house lighting systems with yours.
- 1 - Bus shore power available, 50' run, 50 amp service. We have a 25' extension if needed.

DIMMERS

- 144-2.4k ETC Dimmers (Dimmer per circuit)

LIGHTING CONSOLE: ETC ELEMENT

- Enclosed light booth at the rear of the orchestra seating area (glass does not open) which is 50' from the proscenium.

HOUSE LIGHTS

- House light control is located in the Light Booth. They are on manual faders only; balcony and house fade together, orchestra pit fades separately. Unable to interface house lights to lighting console.

PERMANENT CIRCUIT DISTRIBUTION

- 144 TOTAL circuits are available. All are 20A L5-20 twist-lock except for the upstage floor pockets which are 20A, 2P&G stage pin. As there are only 16 circuits available upstage, please consider the placement of circuits in your plot. (See attached circuit diagram for circuit placement)

FOLLOWSPOTS

- 2 – Lycian Starklite, located in the house at the back of the balcony.

ADDITIONAL LIGHTING EQUIPMENT

- (8) 12'-0" booms (no sidearms)
- Cable, two-fers, and adapters to circuit.
- Gel (primarily Rosco inventory with some Lee) and gel frames
- (2) Mac 2000 Profile
- DF50 Hazer
- Genie electric personal lift with 2'-0" extension bucket (max. platform height 20'-0"). Unable to move lift across stage while raised. Must roll Genie over plywood when moving across Marley.

**We have a backup Genie that we can get from across campus that will roll on Marley. Please advance if you would like us to bring this Genie over.

JVD LIGHTING INVENTORY 7/1/14

<u>Type:</u>	<u>AMT</u>	<u>Wattage</u>	<u>Notes</u>
ETC S4 19°	18	750	Stay in FOH light gallery
ETC S4 26°	18	750	Center Arts owned
ETC S4 36°	20	575	Older instruments
ETC S4 25° - 50° Zoom	4	750	
Extra 19° Barrel	2		
Extra 26° Barrel	5		
Extra 36° Barrel	6		
Extra 50° Barrel	2		
Altman ERS 6x9	18	750	
Altman ERS 6x12	29	750	
Altman ERS 6x16	12	750	
Altman ERS 6x22	12	750	Stay on 3rd Box Booms
Strand ERS 6x4.5	8	750	
Strand ERS 6x9	7	750	
Strand ERS 6x12	5	750	
Beam Projector	16	750	
PAR Can	16	1k	WFL, MFL, or NSP available
Scoop	3	500	
Work Scoops	3	500	
Colortran 4 cell Far Cyc Units	8	1 K	
Cyc Unders 4 cell (Colortran)	8	750	
Selecon HUI Flood	8	500	
ETC S4 Fresnel	16	750	
8" Fresnel (Century)	8	1k	Older instruments
8" Fresnel (Altman)	13	1k	
6" Fresnel (Colortran)	18	750	
6" Fresnel (Altman)	4	750	

FLY SYSTEM

- Single purchase counterweight system
- 48' grid height; 30' TALL DROPS DO NOT FLY OUT OF VIEW!
- Fly rail located stage right; Lock rail at stage level; Pin rail at mid-height; Loading gallery at grid-level.
- Arbor maximum capacity: 1,200 lbs.
- Battens are 50'-0" long and 1.5" in diameter, unless otherwise indicated.
- 3'-0" pipe extenders available

<u>LS#</u>	<u>DIST. FROM PL</u>	<u>DESCRIPTION</u>
1	1'-0"	Projection Screen (permanent)
2	1'-6"	Main Curtain (permanent)
3	2'-8"	Hard Border
4	3'-2"	Legs #1
5	5'-4"	1st Electric (motorized)
6	6'-1"	
7	6'-7"	
8	7'-1"	
9	7'-7"	
10	8'-1"	Border #2
11	8'-7"	Legs #2
12	9'-8"	2nd Electric (manual)
13	10'-8"	
14	11'-2"	
15	11'-8"	
16	12'-2"	
17	12'-8"	Border #3
18	13'-2"	
19	13'-8"	Traveler/Legs #3
20	14'-2"	
21	15'-2"	3rd Electric (manual)
22	16'-2"	
23	16'-8"	
24	17'-2"	
25	17'-8"	
26	18'-2"	Border #4
27	18'-8"	Legs #4
28	20'-4"	4th Electric (manual)
29	21'-2"	
30	21'-8"	
31	22'-2"	
32	22'-8"	
33	23'-2"	
34	23'-8"	Border #5
35	25'-0"	Legs #5
36	25'-6"	Black Scrim
37	26'-0"	
38	26'-6"	

...continued on next page

39	27'-0"	Border #6
40	N/A	Dead pipe
41	29'-9"	5 th Electric (motorized pipe)
42	30'-0"	(motorized pipe)
43	30'-8"	
44	31'-8"	Legs #6
45		SL onstage tab
46		SL offstage tab
47	33'-1"	Black Out Drop
48		SR onstage tab
49		SR offstage tab
	33'-5"	Back wall (Cyc wall)

FLYRAIL NOTES

- Line set #3 is a 2" diameter pipe
- The 1st Electric is a motorized light bridge, 47'-4" long, with a maximum out trim of 25'-4"
- The 2nd Electric is 42'-0" long with a max out trim of 39'-7"
- The 3rd Electric is 42'-0" long with a max out trim of 37'-7"
- The 4th Electric is 48'-7" long with a max out trim of 38'
- Line set #41 is 53'-10" long, 2" in diameter & motorized
- Line set #42 is 53'-4" long, 2" in diameter & motorized
- The onstage tabs (line sets 45 & 48) are 7'-10" offstage from proscenium edge perpendicular to the other battens and run from the 1st electric to the 4th electric
- The offstage tabs (line sets 46 & 49) are 10'-2" offstage from proscenium edge perpendicular to the other battens and run from the 1st electric to the 4th electric
- The back wall is used as a cyc and is slightly light blue in color

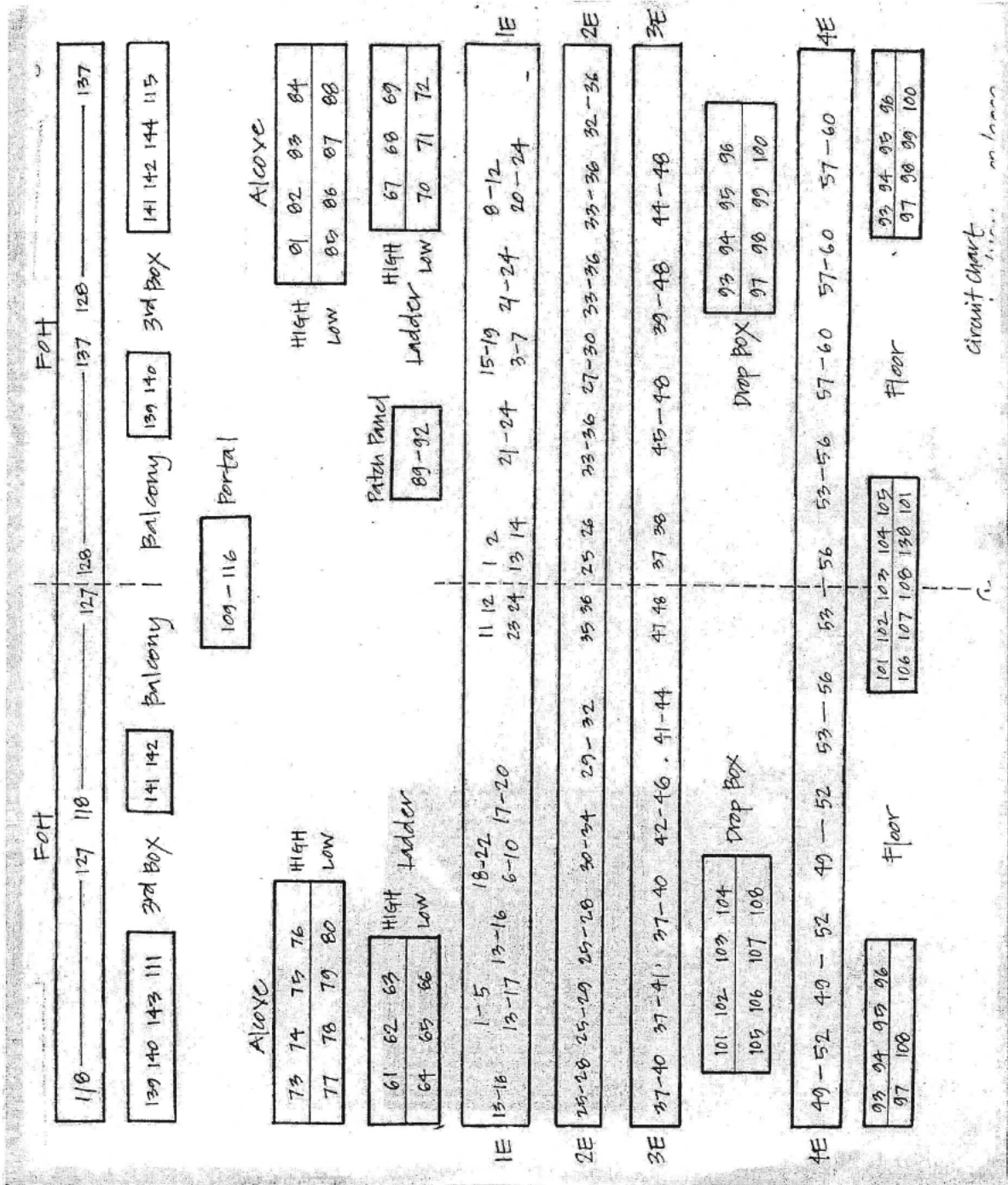
SOFT GOODS

- Main curtain is red; able to travel and guillotine.
- 6 sets of Musson black velour legs with fullness—12'-0"(w) x 24'-0"(h)
- 5 Musson black velour borders with fullness—50'-0"(w) x 9'-8"(h)
- 1 Musson black velour traveler with fullness—40'-0"(w) x 24'-0"(h)
- 1 blackout velour drop with fullness & split in the middle
- 1 black scrim—40'-0"(w) x 20'-0"(h) good condition
- 1 black scrim—40'-0"(w) x 24'-0"(h) fair condition (few small repaired rips, no bottom pipe pocket)
- 1 white scrim—40'-0"(w) x 20'-0"(h) older, fair condition...

NOTE: The maximum batten trim is 47'-9" and proscenium height is 20'-0", therefore any soft good over 27'-9" in height will be in audience sightlines even at max. trim! This includes both of our scrims and our traveler since it hangs from a track. We have 5 Met Clips to "trip" drops if needed.

JVD HOUSE LIGHTING CIRCUIT MAP 7/1/14

*JUST ADDED - Portal Circuits (109-117) are doubled at Patch Panel DSR



JOHN VAN DUZER THEATER
Audio Technical Specifications as of 7/1/14

MAINS:

JBL VRX932LAP. 5 boxes per side flown at the proscenium as a stereo pair. 4 Meyer CQ's (2-CQ1's and 2-CQ2's) Are added on the deck as side/orchestra fills

FRONT FILLS:

2 - Meyer UPM

SUBS:

4 – JBL MRX518 (single 18" per box)

MONITORS:

10 - JBL SRX712M (7 can be bi-amped w/ Crown xti4000 amps)

4 - JBL TR105 (15", passive only, powered with QSC1310 amps)

CONSOLES:

Yamaha PM3500-52	[52 channels, 8 Aux, 8 groups]
Soundcraft Spirit Monitor	[40 channels x 12 mixes]
Soundcraft Delta	[32 ch, 4 aux (2 pre/2 post), 4 groups]
Mackie 1604VLZ	[16 channels, 4 aux (2pre/2post)]

PROCESSING:

5 Klark-Teknik DN360B EQ (4 in MON rack, 1 in FOH rack)

DBX Drive Rack PA+

Yamaha SPX90II	2 – DBX 1066 – 2 ch. Comp/gate
Lexicon MX200	PreSonus ACP88 - 8 ch. Comp/gate
TCeletronic D2	TCeletronic M-one

MICROPHONES:

8 - SM58	1 - Audix i-5
6 - SM57	2 - Audix D-2
4 - SM81	1 - Audix D-4
2 - AKG414 (Stereo matched pair)	1 - Audix D-6
	2 - Audix SCX1-C
1 – PZM floor mic	1 - Audix SCX1-HC
1- Barcus Berry Piano Pickup	2 – Sure ULX SM58 wireless handheld

NOTES:

FOH position will be on flat 8'x12' audience area.

Slightly off center, it is at the back of orchestra level, 50' from main speakers. No overhanging balcony. 90' to back of balcony from main speakers. Orchestra lift is seated, approx. 800 total audience capacity.

SOUND LEVEL LIMITS

CenterArts follows the Occupational Safety & Health Administration regulation standard 1910.95(a) for sound level limits. We have a Db meter at the FOH sound mixing position to help your engineers stay within these limits.

OSHA 1910.95

Protection against the effects of noise exposure shall be provided when the sound levels exceed those shown in Table G-16 when measured on the A scale of a standard sound level meter at slow response. When noise levels are determined by octave band analysis, the equivalent A-weighted sound level may be determined as follows:

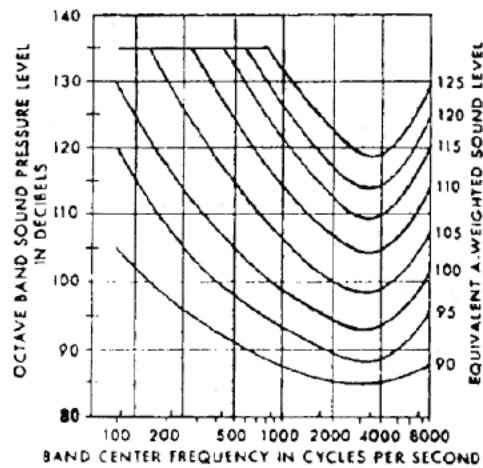
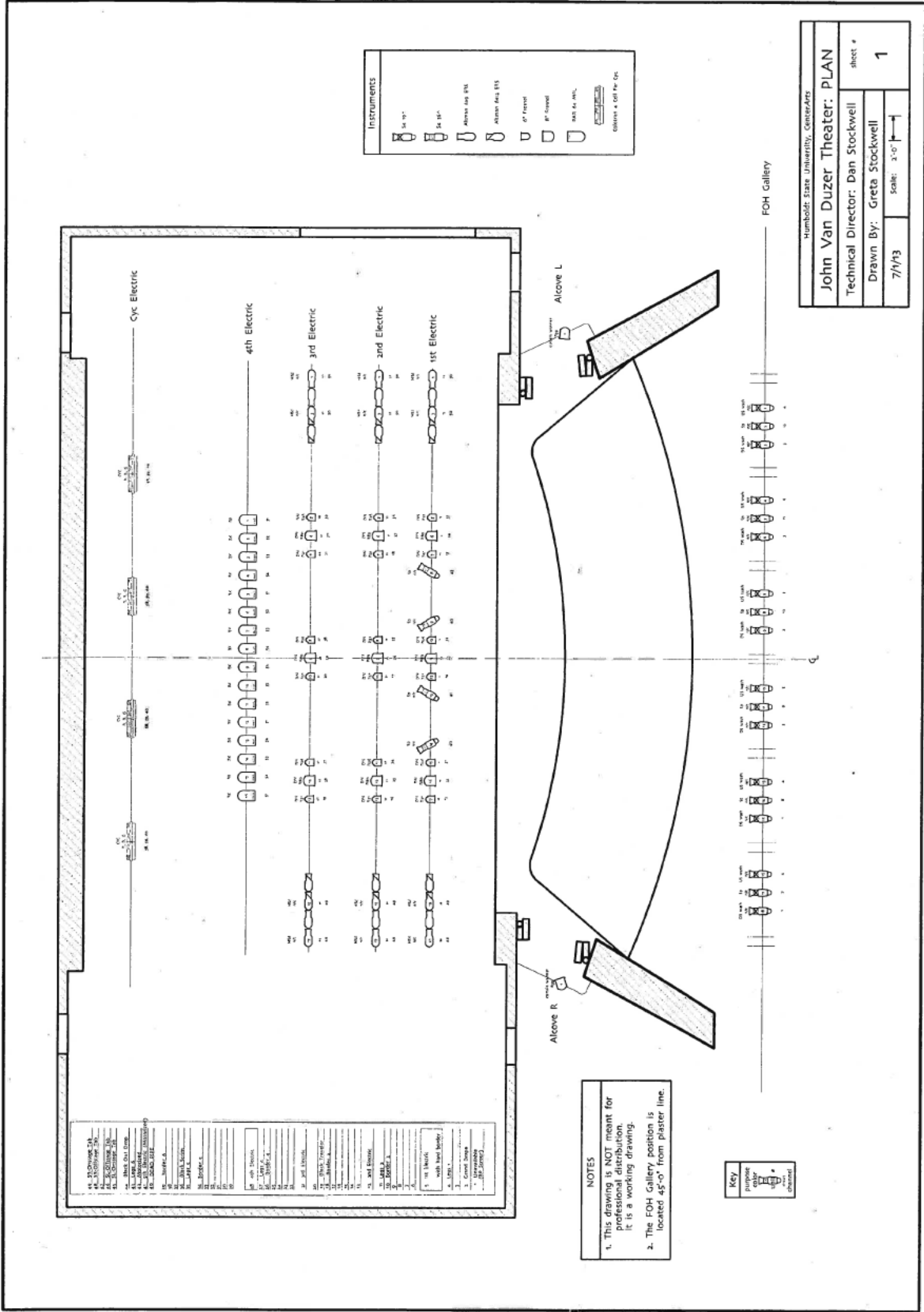


FIGURE G-9

Equivalent sound level contours. Octave band sound pressure levels may be converted to the equivalent A-weighted sound level by plotting them on this graph and noting the A-weighted sound level corresponding to the point of highest penetration into the sound level contours. This equivalent A-weighted sound level, which may differ from the actual A-weighted sound level of the noise, is used to determine exposure limits from Table 1.G-16.

TABLE G-16 - PERMISSIBLE NOISE EXPOSURES (1)

Duration per day, hours	Sound level dBA slow response
8.....	90
6.....	92
4.....	95
3.....	97
2.....	100
1 1/2	102
1.....	105
1/2	110
1/4 or less.....	115



Instruments

	34 1/2"
	34 3/4"
	40 1/2"
	40 3/4"
	48"
	48 1/2"
	48 3/4"
	60"
	60 1/2"
	60 3/4"
	72"
	72 1/2"
	72 3/4"
	84"
	84 1/2"
	84 3/4"
	96"
	96 1/2"
	96 3/4"
	108"
	108 1/2"
	108 3/4"

Circle & Off For Cyc

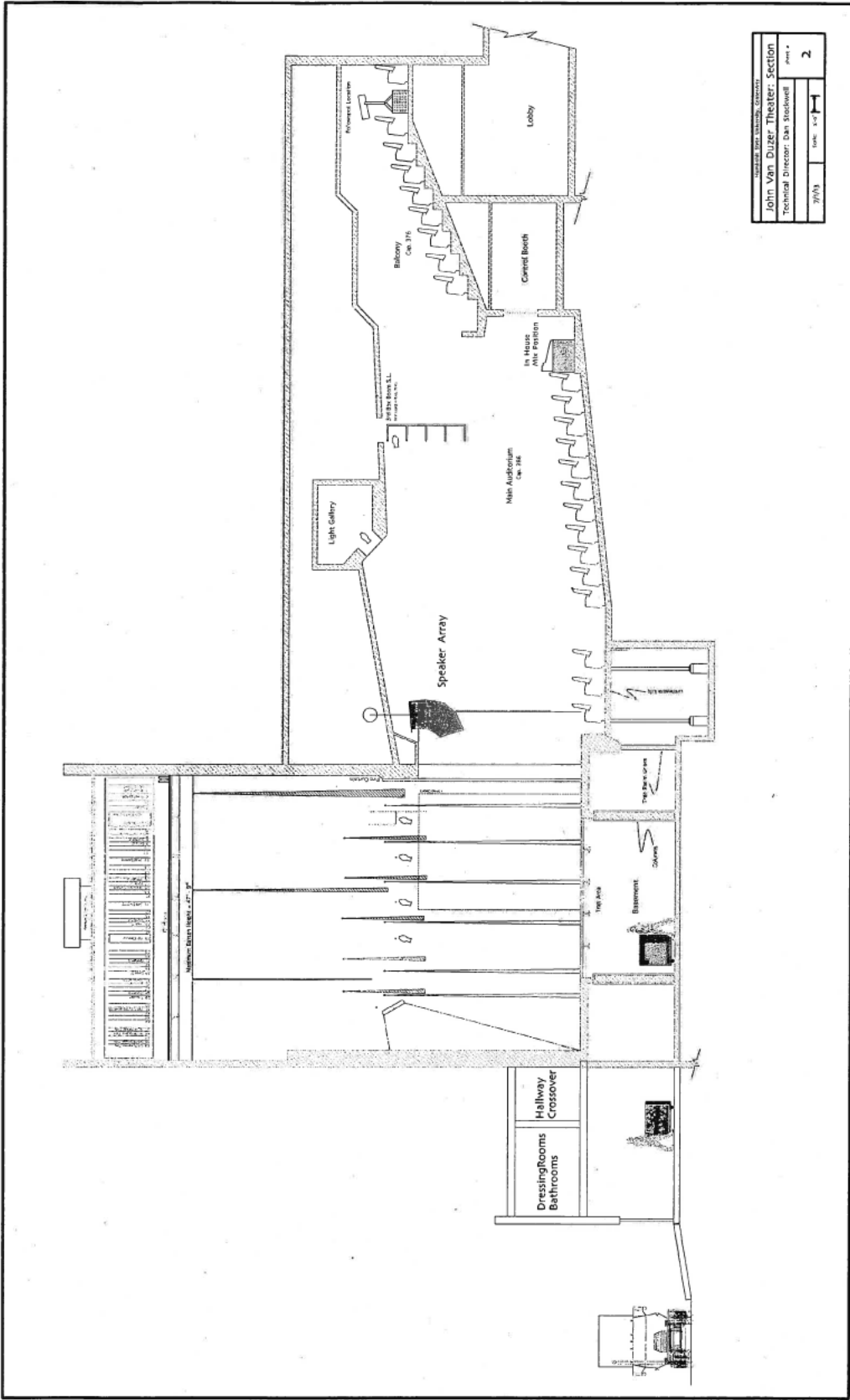
Humboldt State University, CenterArts
John Van Duzer Theater: PLAN
 Technical Director: Dan Stockwell
 Drawn By: Greta Stockwell
 7/1/13
 Scale: 3/4" = 1'-0"
 sheet # **1**

NOTES

- This drawing is NOT meant for professional distribution. It is a working drawing.
- The FOH Gallery position is located 45'-0" from plaster line.

KEY

	Purpose
	Color
	Material
	Finish



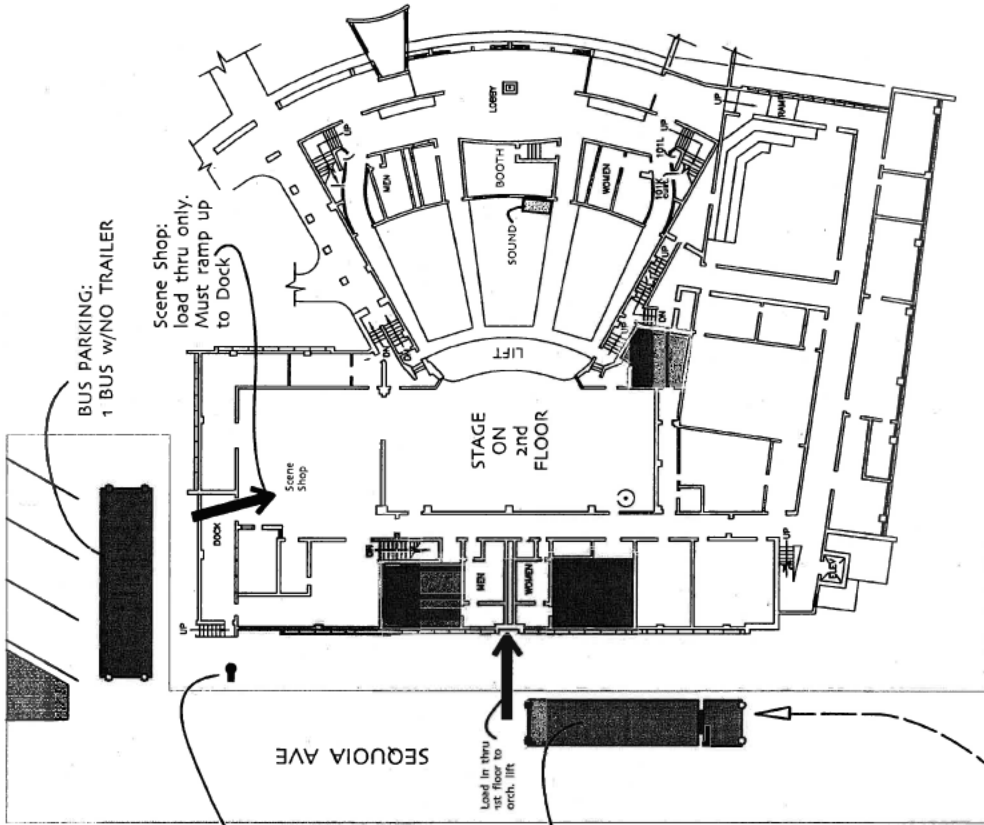
JOHN VAN DUZER THEATER - GENERAL	
John Van Duzer Theater - Section	
Technical Director: Dan Steinhilber	DATE: 2
7/1/73	Scale: 1/4" = 1'-0"



CENTERARTS JOHN VAN DUZER THEATER

- Available Backstage Rooms only
- Lift is always seated
- Storage in back hall or basement only

VAN DUZER THEATRE	
SEATING:	378
BALCONY	
FIXED FLOOR	388
REMOVABLE	52
TOTAL	818



BUS PARKING:
1 BUS w/NO TRAILER

Scene Shop:
load thru only.
Must ramp up
to Dock

50A
shore power

SEQUOIA AVE

Load in thru
1st floor to
orch. lift

LOADING
ZONE:
NO PARKING

Back into Sequoia Ave



LAUREL DRIVE

Trucks may stage in fire lane on Laurel Drive.
All drivers must stay with the vehicles awake and alert
until released by university staff.