

1503 17th Avenue South
Nashville TN 37212



Phone: 615-321-6152
Fax: (615)-783-0974

May 1, 2015

Roy Furshpan
HSU Duzer Theatre
HSU - 1 Harpst Street
Arcata, CA 95521

RE: Watkins Family Hour
ON: August 17, 2015
AT: HSU Van Duzer Theater

Dear Roy,

Subject to signature and approval of the Artist, enclosed is one copy of the contract and rider covering the above referenced engagement(s). Kindly sign and return to this office (by email, fax, or mail) for counter signature. Upon the contract/riders' counter-signature, you will receive a fully executed copy for your files.

NO DEPOSIT

Artist to be PAID IN FULL via University check on the day of the event.

Please feel free to contact our contract department if you have questions regarding contracts / riders.

NOTE: Checks must include a reference to the show date and artist's name to receive proper credit.

Please remember, an executed contract must be received by you prior to any announcement of the performance, unless otherwise agreed upon with your agent.

Thank you for your prompt attention to these matters and we look forward to a great show.

Sincerely,

Aaron Summer

SENT TO ARTIST:

SENT TO BUYER:

1503 17th Avenue South
Nashville TN 37212



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Agreement made this date, Friday, May 1, 2015 by and between Aaron Sawyer/Sawyer Management (herinafter referred to as Artist) and HSU Duzer Theatre (herinafter referred to as Purchaser). It is understood and mutually agreed that the Puchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST(S): Watkins Family Hour 100% HEADLINE - AN EVENING WITH

CONTRACT #: 109216

VENUE: HSU Van Duzer Theater

Humboldt State University

Arcata, CA 95521

Phone: 707-826-3928

Fax: 707-826-5980

Production: Michael Moore Jr

Ph: 707-826-9221

DATE(S): Mon. August 17, 2015

Artist to Perform one (1) show approx. 90 minutes in length.

TICKETS:	Quantity	Grs Price	Cmp/Kls	Deduct	Net Price	Discrptn
	812					TOTAL
	@	\$36.00			\$36.00	GA
	@	\$10.00			\$10.00	STUDENT

No. Days/Shws: 1 / 1
 Load In: per advance
 Snd Chck: per advance
 Doors Open: 7:30 PM
 Showtime(s): 8:00 PM
 Onstage: 8:00 PM
 Curfew:
 Ages: All Ages

GP: \$0.00
 Tax:
 Net: \$0.00

Capacities
 Per Show: 812
 Total tkts: 812

MERCH: Building Sell: Non-Rec 20 % Recorded 10 % Artist Sell: Non-Rec % Recorded %

TERMS: \$10,000.00 Guarantee

PLUS 85% of the Gross Box Office Receipts after all app. & documented expenses, taxes, and a promoter profit of 15% on expenses.
 PLUS Eight (8) Single Hotel Rooms. - Red Lion in Eureka or the Hotel Arcata for one night - Sun
 PLUS Purchaser agrees to provide and pay for S&L and monitors to meet with Artist's specifications and approval.

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

Purchaser shall provide and pay for, as per Artist's specifications and approval, at no cost to Artist any and all rider requirements.

ADDITIONAL PROVISIONS:

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

IN-HOUSE SOUND, LIGHTS & PRODUCTION

ALL PAYMENTS BY UNIVERSITY CHECK

OTHER ACT[S]: NONE

PAYMENTS: NO DEPOSIT

Signed contracts and riders due by: May 14, 2015
 Artist to be PAID IN FULL via University check on the day of the event.

ANY PERCENTAGE PAYMENTS MADE BY UNIVERSITY CHECK MAILED FOLLOWING BUSINESS DAY

All overage monies are due Artist immediately following the performance herein via cash or certified/cashier's checks only.

CONTRACT #: 109216

FINALS: Return final report within 48 hours after the date of performance.

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither New Frontier Touring nor its officers nor its employees are parties to this contract in any capacity and that neither New Frontier Touring nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

This contract shall not be binding unless signed by all parties hereto.. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it they shall also constitute a part of this agreement. and shall be signed by all parties to this contract.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

Aaron Sawyer/Sawyer Management

Aaron Sawyer

Fed ID #: [REDACTED]

X

1503 17th Avenue South
Nashville, TN 37212

615-321-6152

Fax: (615)-783-0974

HSU Duzer Theatre

Roy Furshpan

X

HSU - 1 Harpst Street
Arcata, CA. 95521

707-826-3928

Fax: 707-826-5980

CONTACT: Roy Furshpan 707-826-4411



Additional Terms and Conditions for Non-AFM Members
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The parties hereto hereby acknowledge that the following additional terms and conditions are incorporated in and make a part of the Agreement between the parties hereto.

1. **Reproduction of Performance Provision**

PURCHASER shall not itself nor shall it permit others to record, broadcast, televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof.

2. **Merchandising Provision**

ARTIST shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts, hats, etc.) Posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject however to concessionaire's requirements, if any.

3. **Right to Likeness Provision**

ARTIST'S name or likeness may not be used as an endorsement of any product or service nor in connection with any commercial tie-up without ARTIST'S prior written consent.

4. **Termination Clause**

In the event PURCHASER refuses or neglects to provide any of the material items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to ARTIST by PURCHASER, and PURCHASER shall remain liable to ARTIST for the agreed price herein set forth. 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 other engagement, or if the financial standing or credit of PURCHASER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to ARTIST by PURCHASER and PURCHASER shall remain liable to ARTIST for the agreed price herein set forth.

5. **Sickness or Accident Provision**

In the event of sickness or of accident to ARTIST, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, or emergencies or any other similar or dissimilar cause beyond the control of PURCHASER, it is understood and agreed that there shall be no claim for damages by PURCHASER and ARTIST'S obligations as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, if ARTIST is ready, willing and able to perform, PURCHASER shall pay the full compensation hereunder, otherwise, the monies (if any) advanced to ARTIST hereunder, shall be returned on a pro-rata basis.

6. **Controlling Authority Provision**

ARTIST shall have the sole and 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 or may see fit to designate and change at any time the performing personnel. Provided ARTIST is ready, willing and able to perform at stated date and time, ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar beyond ARTIST'S control.

7. **Weather Provision**

Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, ARTIST'S determination as to performance shall prevail.



Exhibit A
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8. Cancellation Clause

Unless stipulated to the contrary in writing, PURCHASER agrees that ARTIST may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. ARTIST shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract within 10 days.

9. Independent Contractor Clause

It is agreed that PURCHASER signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor 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.

10. Authority for Inconsistencies Provision

In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to ARTIST shall control.

11. Indemnification Clause

PURCHASER hereby indemnifies and holds ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against ARTIST or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of the ARTIST.

12. Dispute Resolution Provision

Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the State of Tennessee in accordance with the rules and regulations then obtaining of the American Arbitration Association governing panels. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

13. Conflict of Laws Provision

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 the PURCHASER to ARTIST hereunder. If 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, limited only to the extent necessary to eliminate such conflict. ARTIST agrees to comply with hall regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER.

14. Escrow Provisions

(Escrow Agent) acts herein only as the Escrow Agent for Producer and is not responsible for any act of commission or omission on the part of either PURCHASER or ARTIST. In furtherance thereof and for the benefit of (Escrow Agent), it is agreed that neither ARTIST or PURCHASER will name or join (Escrow Agent) as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of PURCHASER or ARTIST and the PURCHASER and ARTIST jointly and severally agree to hold the (Escrow Agent) harmless from and against any and all expenses, costs, actions, claims, or liabilities (including reasonable attorney's fees) which may arise in connection with the Escrow Agent's performance of its duties hereunder, except for the willful misconduct or gross negligence of the Escrow Agent. The Escrow Agent may act or refrain from acting in respect of any matter arising in connection with the Escrow Fund, shall have no duties or obligations other than as stated herein and shall be protected in acting upon any notice, certificate, or other communication, not only as to the due execution and the validity and effectiveness of its provision, but also as to the truth and acceptability of any information therein contained, which it shall in good faith believe to be valid and to have been signed or presented by a proper person or persons. The Escrow Agent shall not be bound by any notice, or demand with respect thereto, or any waiver, modification, amendment, termination, or rescission of this contract unless



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in writing delivered to the Escrow Agent, and if the duties of the Escrow Agent are affected, unless it shall have given its prior written consent thereto. If at any time there shall be a controversy between PURCHASER and ARTIST with respect to the Escrow Fund, the Escrow Agent may upon notice to PURCHASER or ARTIST either (i) hold the Escrow Fund until otherwise directed by a written instrument signed by PURCHASER and ARTIST or by an order, decree or judgment by a court of competent jurisdiction which, by lapse of time or otherwise, shall no longer be or shall not be subject to appeal or review or (ii) deposit the Escrow Fund in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Escrow Fund in accordance herewith, the obligations of the Escrow Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this contract.

15. Assignment/ Transfer Provision

This contract (a) cannot be assigned or transferred without the written consent of PURCHASER, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this contract shall be governed by the laws of the State of Tennessee, regardless of the place or performance. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL. The terms "PURCHASER" and "ARTIST" as used herein shall include and apply to the singular, the plural and to all genders.

Aaron Sawyer/Sawyer Management
Aaron Sawyer

X

HSU Duzer Theatre
Roy Furshpan

X

**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.



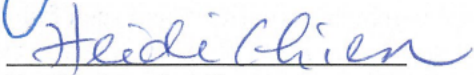
For Artist



Tax ID/Social Security #



For CenterArts



For University Center

Updated: April, 2009