

# Columbia Artists Management LLC

## ARTIST / ATTRACTION FIXED COMPENSATION AGREEMENT

TF

Agreement made this **30** day of **May 2014** by and between **Columbia Artists Management LLC** (hereinafter called the "Artist/Attraction"), c/o Manager at 5 Columbus Circle @ 1790 Broadway, New York, NY 10019 for the services of **Zap Mama & Antibalas** (the "Artist"), and **Humboldt State University** with its principal place of business at **Humboldt State University Center Arts 1 Harpst Street Arcata CA 95521-8299** (hereinafter called "Presenter").

1. **Details of Performance(s)** (a) Presenter hereby engages from Artist/Attraction the services of Artist for the Performance(s), on the date(s), time(s), and place(s), and for the compensation all as set forth herein, and Artist/Attraction hereby agrees that Artist shall render such services, subject to the terms and conditions set forth herein.

- (b) Manager shall mean: **Columbia Artists Management LLC**
- (c) Number of Performances: **1**
- (d) Type of Performance(s), Day(s), Date(s), Time(s) and Place(s):

**One (1) performance on Thursday, February 19, 2015 at 8:00 PM.**

**Technical Rider is attached. Technical Rider is an integral part of contract.**

- (e) Rehearsal(s), Date(s), Time(s), and Place(s):  
**TBD**

- (f) Theatre Name, Address, Seating Capacity, Stage Entrance:  
**John Van Duzer Theatre  
John Van Duzer Theatre Humboldt State University 1 Harpst Street Arcata CA 95521 (Capacity: 862)**

- (g) Piano(s), Make and Size Required:

- (h) Person to Notify On Arrival:

- (i) Presenter's Representative Phone & Fax Numbers: **Mr. Roy Furshpan, Director Business: 1-707-826-4411 Fax: 1-707-826-5980 Private: 1-707-826-5684 Email: rmf7001@humboldt.edu**

- (j) Recommended Hotel and Address:

2. **Compensation** The compensation to be paid by the Presenter to the Artist/Attraction shall be the sum of (\$) **10,000.00** (the "compensation")  
**Ten thousand (\$10,000) dollars guaranteed plus twenty-one (21) single rooms, and one (1) suite.**

→ Red Lion Hotel in Eureka - MN  
To be approved by CAMM TF

3. **Payment of Compensation** The compensation hereunder shall be paid by the Presenter to the Artist/Attraction no later than the intermission of the first performance. Payment shall be made only by bank or certified check made payable to Manager on behalf of Artist/Attraction.

4. **Letter of Credit** Presenter shall furnish Manager upon the execution of this Agreement with a clean unconditional Irrevocable Letter of Credit payable by sight draft drawn on a United States commercial bank in the amount of the compensation. Such Letter of Credit shall be in form and substance acceptable to the Manager on behalf of Artist/Attraction. Sums evidenced by such Letter of Credit shall be immediately payable to Manager on behalf of Artist/Attraction by presentation to such bank of Manager's draft at sight of any time commencing fourteen (14) days prior to the date of the first scheduled Performance and continuing until thirty (30) days after the date of the last scheduled Performance.

5. **House Seats** Number of house seats reserved at the regular price/complimentary for Artist/Attraction per Performance until (1) hour prior to each such Performance.

6. **Binding Effect:** THIS AGREEMENT SHALL NOT BE BINDING UPON THE ARTIST/ATTRACTION UNTIL EXECUTED BY THE ARTIST/ATTRACTION. IF THIS AGREEMENT IS EXECUTED BY THE MANAGER ON BEHALF OF ARTIST/ATTRACTION, THE MANAGER IS EXECUTING THIS AGREEMENT ONLY AS A MANAGER FOR THE ARTIST/ATTRACTION, IS NOT OBLIGATED TO PRESENTOR HEREUNDER, AND SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR DEFAULTS OF THE ARTIST/ATTRACTION, THE ARTIST, OR FOR THE NON-PERFORMANCE BY THE ARTIST/ATTRACTION OF ITS OBLIGATIONS HEREUNDER. THE NON-ARRIVAL OF THE ARTIST CAUSED BY ANY INCOMPLETE OR INACCURATE INFORMATION FURNISHED BY PRESENTER AS SET FORTH ABOVE SHALL NOT RELIEVE PRESENTER FROM FULFILLMENT OF ITS OBLIGATIONS HEREUNDER.

ALL OF THE PROVISIONS SET FORTH AS "ADDITIONAL PROVISIONS" AND ALL OF THE REQUIREMENTS SET FORTH IN ANY ADDENDUM ANNEXED TO THIS AGREEMENT ARE HEREBY INCORPORATED IN THIS AGREEMENT WITH THE SAME FORCE AND EFFECT AS THOUGH SET FORTH IN FULL ON THIS PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above set forth.

By: \_\_\_\_\_  
Presenter (Organization Name)

By: **X** \_\_\_\_\_  
Presentek (Name)

By: \_\_\_\_\_  
Title

**Columbia Artists Management LLC**

By: \_\_\_\_\_  
Artist/Attraction

By: \_\_\_\_\_  
Manager

By: \_\_\_\_\_  
**Tim Fox, President  
Columbia Artists Management LLC  
5 Columbus Circle @ 1790 Broadway  
New York, NY 10019-1412**

## ADDITIONAL PROVISIONS

7. **Requirements:** Presenter agrees to furnish and fulfill the following Requirements as well as those Requirements set forth in any Addendum annexed hereto at its sole cost and expense for each Rehearsal and Performance.

- a) A PIANO(s), PROPERLY TUNED, if required.
- b) a microphone on the stage of the Theatre and a sound system in good working order, if required.
- c) (1) the Theatre, properly lighted, heated, equipped and cleaned; (2) ushers, ticket sellers, ticket takers, all necessary attaches and special police; (3) suitable dressing rooms for the personnel of the Artist/Attraction and space for equipment.
- d) (1) any necessary personnel which may be required by Artist/Attraction to unload the vehicles carrying the Artist/Attraction's equipment and property, to bring such equipment and property to such place within the Theatre as the Artist/Attraction's representative shall determine, and after the last Performance to remove such equipment and properties from the Theatre and to return such equipment and properties and load such equipment and properties on the vehicles; and (2) all other personnel which may be necessary in connection with the Performances and Rehearsal(s) including without limitation, stage hands, spot light operators, stage carpenters, electricians, sound technicians, dressers, property man, wardrobe personnel, additional and/or standby musicians, and any other local labor which shall be necessary and required by Artist/Attraction, and/or required by any union having local jurisdiction.

8. **Unions:** The Presenter agrees to adhere to and abide by the applicable rules and regulations of all unions having jurisdiction over the Performance(s).

9. **Presenter's Warranties and Representations:** Presenter hereby warrants and represents to Artist/Attraction as follows: (a) that it has or will have a lease for the Theatre covering the date or dates of the Performance(s) and Rehearsals, that during the Performance(s) the lease will be in full force and effect, and neither Presenter or Theatre will be in default thereof, and that the lease will be exhibited to Artist/Attraction or Manager upon request. (b) that admission to the Performance(s) and seating in the Theatre shall be without regard to race, color, religion, or national origin. (c) that the Presenter will be solely responsible for payment of all charges, assessments, royalties or license fees required to be paid for the right to perform all music performed at the Performance(s).

10. **Advertising Material:** Presenter agrees to use only photographs furnished by the Artist/Attraction. Upon Presenter's request Artist/Attraction may, but is not obligated to, furnish such quantities of press materials, heralds, window cards and three-sheet posters as the Artist/Attraction in its sole discretion deems necessary or desirable. Presenter agrees to imprint, distribute and display properly all materials so received without charge or alteration. Presenter hereby agrees that Manager on behalf of Artist/Attraction shall have the right to approve the contents of all advertising and publicity materials Presenter wishes to utilize both as to form and substance and such approval shall not be binding upon Manager unless in writing executed by Manager.

11. **Concessions:** Subject to whatever standard house concession is in effect on the date of this Agreement, the Artist/Attraction shall have the right, to have such persons as it may desire sell souvenir program books in the lobby of the Theatre immediately prior to and after each Performance and during each intermission. Presenter shall not directly or indirectly receive any fee, remuneration or other compensation in connection with such sales, agrees to turn over to the Artist/Attraction any such fee, remuneration or other compensation as and when received by it, and agrees to use its best efforts to enable the Artist/Attraction to sell such souvenir program books without cost to it.

12. **Program:** The Artist/Attraction will select and provide the works to be performed for the Performance(s). If the Artist/Attraction has a choice of works, or a variety of programs, the Presenter, on reasonable prior written notice to Manager, shall have the right to select the program or works from such choices. The Artist/Attraction shall furnish Presenter with copy for each program to be performed and Presenter agrees at its own expense to print and distribute for each Performance a sufficient quantity of house programs conforming to the program copy furnished by the Artist/Attraction.

13. **Credit to Manager:** All programs shall carry a credit to Manager, Artist's piano company, and Artist's record company(s), in position and prominence as Manager may specify, either in any Addendum annexed hereto or by prior written notice to Presenter, and shall include such other credit lines as Manager may reasonably request.

14. **Restrictions:** Presenter agrees to prevent the broadcasting, recording, transmission, photographing, or any other transmission or reproduction of the Performance(s) or any part thereof by any means or media now or hereafter known including but not limited to audio, visual, or audio-visual means. Presenter further agrees that unless specifically set forth in this Agreement, the Performance(s) by the Artist/Attraction shall not be in conjunction with the performance of any other performer and that no assisting artist not part of the Artist/Attraction shall perform at a performance without the prior written consent of the Artist/Attraction.

15. **Indemnity:** Presenter hereby agrees to indemnify Artist/Attraction, Artist and Manager from and against any claim of breach of any of Presenter's representations, warranties and agreements hereunder and from any claims of third parties of any kind, nature, or description for personal injuries or property damage in connection with the Performance(s), except with respect to any claim proven to be due solely to the willful act of Artist or Artist/Attraction, from which claim Artist/Attraction similarly agrees to indemnify Presenter.

16. **Impossibility of Performance:** In the event that the performance of any of the covenants of this Agreement on the part of the Artist/Attraction Artist or Presenter shall be prevented by act of God, physical disability, the acts or regulations of public authorities or labor unions, labor difficulties, strike, war, epidemic, interruption or delay of transportation service, or any other causes beyond the reasonable control of such party, such party shall be relieved of its obligations hereunder with respect to the Performance(s) so prevented on account of such cause. If the Performance(s) shall be prevented for any of the foregoing causes, neither the Presenter nor Artist/Attraction shall be under any obligation to present the Performance at a different time, except that if the Performance(s) shall be prevented for any of the foregoing causes, the Presenter shall use its best efforts to re-engage the Artist/Attraction within a twenty-four (24) month period on the same terms and conditions set forth herein, subject however to the Artist's availability. In the event the Artist consists of persons other than the featured performer and one or more of such persons cannot perform for any reason, Artist/Attraction shall have the option either to use its reasonable efforts to furnish a substitute for each such person, which substitute Presenter agrees to accept, or to perform without such person, in which event the Artist/Attraction shall not be liable for such failure of any such person to perform, or to treat such person's unavailability as an Act of God on the part of Artist and Artist/Attraction.

17. **Notices:** All notices to Presenter and Artist/Attraction shall be in writing addressed, in the case of Presenter, to its address set forth above, and in the case of Artist/Attraction, to Manager at its address set forth above.

18. **Modification, Etc.:** This Agreement contains the entire understanding of the parties, shall be amended or modified only by a writing executed by Presenter and Artist/Attraction, or Manager on its behalf, and shall be construed, governed and interpreted pursuant to the laws of the State of New York applicable to agreements wholly to be performed therein. Presenter shall not have the right to assign this Agreement or any of Presenter's obligations hereunder.

19. **Remedies:** In the event Presenter breaches or defaults in the due performance of this Agreement or any of its warranties, representations, or agreements hereunder, or in the event prior to the date of the first Performance the Presenter has failed, neglected or refused for any reason whatever to perform any obligation under any agreement with any other artist or attraction, or if in the sole opinion of the Manager, the financial standing or credit of Presenter has been impaired or is unsatisfactory (and any of such events shall hereinafter be deemed an "Event of Default"), then and upon the occurrence of an Event of Default, Artist/Attraction shall have the right to terminate this Agreement and its obligations hereunder. Presenter acknowledges that Artist/Attraction has refused offers for other performances in order to enter into this Agreement and that Artist/Attraction has incurred substantial out of pocket expenses in connection herewith; and therefore agrees, in an Event of Default, that any and all sums payable to Artist/Attraction as compensation be immediately due and payable, that any and all sums paid to Artist/Attraction or Manager, in its behalf shall be retained by Artist/Attraction as liquidated damages, and that Artist/Attraction shall have the right to present any letter of credit furnished it for payment. Artist/Attraction shall have, in addition and not in lieu of those remedies set forth above, the right, if there is an Event of Default, to exercise all of its rights and remedies against Presenter at law or in equity. All such rights and remedies may be exercised cumulatively, or in the alternative at the sole discretion of Artist/Attraction.

20. **Service of Process:** Presenter hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York, New York County, and the jurisdiction of the United States District Court for the Southern District of New York for the purpose of any suit, action or other proceeding which may be brought by Artist/Attraction against Presenter arising out of or based upon this Agreement or the subject matter thereof. Presenter hereby waives, and agrees not to assert, in any such suit, action, or proceeding, any claim that it is not subject to the jurisdiction of the above named Courts, that its property is exempt from attachment or execution, that such suit, action or proceeding is brought in an inconvenient form, or that the venue of such suit, action or proceeding is improper. Presenter hereby consents to service of process by registered mail at the address to which notices are to be given and agrees that such service shall be deemed effective upon Presenter as if personal service had been made upon Presenter within New York State, New York County.

Addendum to Contract

**ZAP MAMA  
&  
ANTIBALAS**

**This is a preliminary addendum that may be updated.**

**LOCAL PRESENTER AGREES TO FURNISH AT ITS OWN EXPENSE:**

**IN GENERAL:** ZAP MAMA & ANTIBALAS is an attraction produced by Columbia Artists Management LLC (CAMI). Please see the Contact Sheet at the end of the addendum if you have any questions.

As this is a fully-produced attraction, the addendum presents the optimal requirements anticipated for this show, and must be strictly adhered to; however, do not hesitate to call with any concerns or questions. A **Tech Pack**®, which is referred to throughout the addendum, will be sent closer to the performance date and will address in more detail the specific needs of the show. **It will not override or replace the agreed-upon addendum, and it will not have to be signed.**

**STAGING REQUIREMENTS:** The stage should be cleared of all debris, swept clean, and damp-mopped before the Company arrives. The surface of the stage must be smooth and seamless, with no holes, protrusions, or crevices. It should not be carpeted. This attraction may utilize a few atmospheric set pieces and perhaps a hanging piece or two; a specific stage diagram will be included in a Tech Pack, which will be sent closer to the actual performance date.

1. **MAIN CURTAIN:** The main curtain may be used for this performance.
2. **DRAPERIES:** A full set of legs and borders are needed to completely mask the backstage and over-stage areas.
3. **CYCLORAMA:** A cyclorama, which must be smooth, seamless, and free of wrinkles, is desirable.
4. **SCRIM(S):** A black scrim, hung 4 to 6 feet downstage of the cyc is desirable, but not necessary.
5. **RISERS AND STEP UNITS:** A variety of risers and step units may be needed, including an eight-foot carpeted drum riser and a riser for the backup singers. All risers and step units must be safely secured. The exact needs will be specified in the Tech Pack, which will be sent closer to the performance date.
6. **CARPET:** ~~Red~~ carpet, minimum of 2m. - Brown Only DTS
7. **FAN:** One (1) stage fan (min. 40 cm)
8. **STAIRS INTO THE AUDIENCE:** Stairs from the front of the stage into the audience area may be required.
9. **MUSIC STANDS AND STAND LIGHTS:** Some music stands and stand lights may be needed; exact needs will be specified in the Tech Pack.

10. **STOOLS AND CHAIRS:** Two (2) flat top stools with no arms are required. Please have a number of chairs in the wings backstage available for the Artists.
11. **HEADSET COMMUNICATION:** A "Clear Com-type" intercom system is required for all working positions. This usually requires 6 to 8 stations. The exact number and locations will be specified in the Tech Pack that will be sent closer to the performance date.
12. **DEALING WITH AN ORCHESTRA PIT AND/OR A LARGE THRUST:** If there is an adjustable orchestra pit, it should be lowered to auditorium level and seated whenever possible. If the pit cannot be seated it should generally be raised to stage level and treated as a thrust stage, with the performers working right down to the lip of the pit, as close to the audience as possible.

*IN-house  
sound →*

**SOUND REQUIREMENTS:** The performance requires a comprehensive sound system with an on-stage monitor mix as follows:

1. **FRONT OF HOUSE MIXER:** One (1) 40-channel mixing console is required with 8 aux sends (Midas preferred).
2. **FRONT OF HOUSE ELECTRONICS:** Required are:
  - a. Eight (8) Gates (Drawmer, BSS, DBX)
  - b. Twelve (12) Compressors (Summit Audio, DBS, BSS, Drawmer)
  - c. Eight (8) high quality reverb units (PCM80, M5000, SPX 2000) + one tap delay (TC D2, TC 2290)
  - d. Talkback to Stage Mic with on/off switch & intercom to the monitor engineer
  - e. 31 band graphic EQ in line with Stereo Master, not inserted on stereo bus please
  - f. **CU rack**
    - i. 1 x stereo EQ 1/3 oct / 31 band inserted on the main outputs
    - ii. 1 x Alan Smart C2 or equivalent high-end stereo compressor on the main outputs
    - iii. 1 x Eq. 1/3 oct. on sub send if used
    - iv. 1 x Eq. 1/3 oct. and delay on each delay output via matrix outputs
    - v. 1 x CD player
    - vi. 1 x talkback with stage, SETUP AND READY FOR USE BEFORE SOUNDCHECK
  - g. **Insert Rack**
    - i. 12 x channels of compression (DBX, Focusrite, BSS, no Behringer)
    - ii. 8 x channels of gates (Drawmer, BSS, no Behringer)
  - h. **Fx**
    - i. 2 x High-end reverb units (Lexicon L300, PCM91, PCM70, TC M3000, etc.)
    - ii. 1 x tap delay (**must have!!!**) d2, d5000, 2290
    - iii. 2 x multi-fx units H3000, SPX 1000, 900, 2000, etc.

*In-House  
Sound System  
only  
DBS*



i. **Power supply**

- i. 1 x socket on the same electrical phase as the monitor desk.
- ii. Enough light on all racks desk and devices to operate properly in show condition.

3. **FRONT OF HOUSE SPEAKERS:** 4-way active state-of-the-art PA-system with subs, able to produce 120dB C weighted at FOH position without any distortion or hum. The system should be rigged so as to reproduce equal sound in frequency and power for the entire audience area. Delayed speakers will be used if necessary. Our preference is a line-array system to ensure accurate coverage, with front fills, all perfectly time-aligned. Tour engineer will require acces to ALL control gear (graphics, crossover...) Preferred systems: d&b J-series, Q-series, L'acoustics K1, V-Dosc, dV-Dosc, Adamson, JBL Vertec. The following systems are NOT acceptable under any circumstance: Peavey, Mackie, Carvin, Bose, Behringer, Zeck and custom-made systems.

4. **MONITOR SYSTEM:** A modern high quality analogue console with 40 mono inputs and 20 aux sends is required - Midas is preferred.

12 sends only  
DTS

House  
Wedges  
only  
DTS  
N/A

**Digital desks are allowed but have to be discussed in advance with ZAP MAMA**

- Eight (8) independent stage mixes, each with a 31-band graphic EQ inserted on aux master
- Eleven (11) high quality wedges on stage (Max15, M4, M2, 115XT...)
- One (1) wedge SUB (for drums)
- One (1) Cue-wedge same brand/type as stage wedges
- ~~Four (4) stereo In Ear Monitor systems~~ (3 onstage + 1 PFL). Shure PSM 700/900 or Sennheiser G3/G2 EW300 + 4 sets of in ears
- Batteries for all the wireless devices

House  
Console  
only  
DTS

**Console:** State-of-the-art monitor console min 40 mono inputs + 2 stereo returns (or 4 mono line inputs) with min. 10 outputs. All aux sends pre or post selectable individually. The console should have mic-line input, phase rev, and min 2 fully parametric EQ's on each input channel. The PFL should be connected to a listening wedge and to your wireless in-ear device. Preferred consoles: Midas Heritage 3000, XL 250, PM4000M/3500M. **Not allowed: DM1000, DM2000, Allan & Heath, Soundcraft Spirit, Peavey, mh3 and low budget stuff. No digital desk allowed unless previously agreed with ZAP MAMA's monitor engineer.**

**Outputs:** The cue click (output 8 from laptop) goes to drummer's headphones through one DI box.

N/A  
DTS

**Insert Rack:**

- 8 channels of equalization EQ 1/3 oct/31 band inserted on the outputs (BSS, Klark, Apex, TC).
  - 8 x channels of state-of-the-art compression (Focusrite, DBX, BSS), no Behringer.
  - 1 x M 2000/ M 3000 (Multi-effect)
  - 1 x intercom w/ FOH
- Enough light on all racks, desk and device to operate properly in show condition.

per advance

TF

5. TALK BACK TO THE MONITORS: Please patch a pre-fader auxiliary send from the house mixing console into the highest channel on the monitor mixing console for talk back and playback through the monitors. This often requires lifting pin one to eliminate even a slight buzz or hum caused by ground looping.
6. MICROPHONES AND DIRECT BOXES: Up to eighteen (18) high-quality condenser microphones, twenty-four (24) dynamic microphones, two (2) radio wireless mics (mandatory) and eight (8) direct boxes are anticipated. Exact microphone specifications, input list, and stage diagram will be included in the Tech Pack, which will be sent closer to the performance date.) Please have a 2 pack of AA batteries and a 2 pack of 9-volt batteries).
7. PERSONNEL: A minimum of two (2) audio engineers are required: one (1) front-of-house sound engineer from the venue to assist the Company's sound engineer, and one (1) monitor engineer/stage audio.
8. POWER: Presenter will provide on-stage power distribution for band equipment. Six (6) quad boxes will be required. Presenter is responsible for mains hook-up and power. One (1) transformer, 100V/220V.
9. SCHEDULE: All sound equipment must be wired, fired, and tested (including wiring and checking all microphones) prior to the Company's arrival, typically seven to eight (7-8) hours before curtain. Company staff arrives to set backline, fine focus and tweak sound.
10. SOUND CHECK: The sound check is usually scheduled for two (2) hours before the start of the show and is not open to audience members, students, donors, sponsors or members of the press without the prior consent of CAMI. The sound check may not be recorded in any way.

House  
mics  
only  
RTS  
per  
advance

In-house - msn

↑ LIGHTING REQUIREMENTS: This show requires a specific lighting treatment and will use most lighting positions (typically 150-200 instruments) including front-of-house, box booms and/or tormentors, side booms and/or ladders, multiple overhead electrics, cyclorama lighting, floor units, and two (2) high quality Super Troupers or equivalent follow spotlights in proper working order. A generic lighting plot will be generated shortly before the tour begins and will be included in the Tech Pack sent closer to the performance date. **All lighting equipment must be hung, colored, channeled, and at least rough-focused before the Company's arrival, typically seven to eight (7-8) hours before the start of the show.** Your crew's efforts in having this accomplished by load-in can prevent the necessity of having to work through dinner break, incurring extra labor costs. It can also help prevent any delay of sound check and insure a timely opening of the house.

Two (2) experienced follow spot operators and one (1) light board operator are required for the show. The Company will be traveling with a company manager/stage manager who will call the lights for the performance and/or run the light board; however, the house board operator/master electrician must be in attendance at all times to assist.

**CREW REQUIREMENTS:** The following stage personnel are required for the performance:

**For Load-in, Set-up & Load-out:**

Four (4) Electricians  
One (1) Fly-rail  
One (1) Carpenter  
Two (2) Sound Engineers  
One (1) Backline Tech  
One (1) Facility Tech Director  
One (1) runner with van  
(see Transportation Requirements)

**For the Sound Check and Show:**

Two (2) experienced Follow Spot Operators  
One (1) Light Board Operator  
One (1) Fly-rail  
One (1) Deck Hand  
One (1) Backline Tech  
Two (2) Sound Engineers  
One (1) Facility Stage Manager  
One (1) Wardrobe Person  
(see Wardrobe Requirements)  
One (1) runner with van (see Transportation Req.)

At least four (4) strong loaders will be needed to help the Company unload and reload the show's equipment. These loaders may be the same stage crew required for the set-up and/or the performance as mentioned above, or not, according to local requirements. Also, the loaders and/or the stagehands may, or may not, be union based on local regulations.

**INSTRUMENT AND BACKLINE RENTAL REQUIREMENTS:** We will strive to carry the musical instruments and as much back-line equipment as possible, but there may be a need for some rentals including amps and drum kit by Presenter. The exact needs will be contained in the Tech Pack to be sent closer to the performance date. This show will require one (1) backline technician. One small table (1m x 0.5m) for FX + SPDS and perc, elegant and well balanced is required. → music department backline only - run per advance

**WARDROBE REQUIREMENTS:** One (1) wardrobe person is required prior to sound check (typically 2 to 3 hours before the show) for pressing and steaming the Company's on-stage wardrobe. One (1) room should be available for the wardrobe personnel equipped with a professional steamer, iron, large ironing board, and a sewing kit for mending. It is desirable, but not necessary for this room to be equipped with a washing machine and dryer.

**PIANO & ORGAN REQUIREMENTS:** One (1) 6' minimum grand piano, Steinway or Yamaha, may be required. Piano must be tuned to A=440 prior to sound check and checked again before show time. Please also provide one (1) adjustable, padded piano bench.

**HOTEL REQUIREMENTS:** The Company requires twenty one (21) single occupancy rooms plus one (1) suite (with refrigerator and freezer). The hotel should be at least a 4-star rating, including in-house dining facilities with 24-hour room service, in-house bar/lounge, bellman service and fitness center. CAMI must approve hotel selection. → Red Lion Hotel - run

To be approved by CAMI.

- 3 Rooms total backstage for

**DRESSING ROOM AND HOSPITALITY REQUIREMENTS:** One (1) star dressing rooms, at least two (2) additional dressing rooms (more is appreciated) large enough to accommodate fourteen (14) musicians total, and one (1) production office with a telephone, free internet access and a printer are required for this attraction. **These dressing rooms should be properly cleaned before the Company's arrival**, smoke-free, temperature-controlled, under lock control, should be inaccessible to the public during the performance and should be equipped with:

- ◆ **Five (5) black** cloth hand and bath towels and soap for **each** performer
- ◆ lighted make-up mirrors with chairs
- ◆ tables or counter space for make-up and catering
- ◆ costume racks with hangers
- ◆ full-length mirrors
- ◆ private lavatory facilities
- ◆ power outlets for curling irons, CD players, hair dryers, etc.
- ◆ a comfortable couch or chair
- ◆ Kleenex tissues
- ◆ bottled non-carbonated mineral water with glasses or paper cups

Specific requests for each Artists' dressing room and/or changes will be included in the Tech Pack or discussed in the Company Manager's advance call prior to the performance date.

MUST Stay within budget

**CATERING REQUIREMENTS:** Due to the rigors of a tour such as this, as well as to allow proper time in the hall to fine tune all details, meals for the Company (approximately 25 people) are required and greatly appreciated. **Any specific requests and/or changes will be included in the Tech Pack or discussed in the Company Manager's advance call prior to the performance date.** The meals must be placed in a common area near the dressing rooms according to the production schedule advanced by the Company Manager, typically 5:30 p.m. for an 8:00 p.m. show. Please be sure there is an adequate supply of ice. It is also important to provide an individual ice container for clean ice, which will be used for keeping the individual drinks cold while eating at the table.

Real glasses, mugs, plates, bowls, flatware, and napkins are also required. The Artists are environmentally conscious and request that all catering and hospitality are presented appropriately and "Green". They also request that any leftover food and drinks be delivered to a local food bank or shelter. Please do not forget to provide a large trash bin and a few bussing trays for dirty dishes. It is very helpful if the caterer or someone on staff is available in the catering room during the meals.

**Beverages available all day** (replenished as needed) from load-in through load-out, approximately 2:00 p.m. to midnight for an 8:00 p.m. show:

- Hot ORGANIC coffee (regular and decaf with milk, cream, sugar and sugarless sweetener)
- Tea assortment with hot water, in an electric pot or on a hot plate, with **raw** honey and lemon (must include BIO green tea, herbal teas, Earl Grey, Yogi spices tea, Throat Coat)
- Assorted diet and regular soft drinks (Coca-Cola)
- Assorted fresh 100% fruit and vegetable juices (Apples, Mango, Carrot, blends, Orange, Cranberry)
- Five (5) cases of bottled Fiji spring water - some chilled and some at room temperature
- Four (4) bottles of coconut water
- Two (2) large bottles of sparkling water (San Pellegrino, etc.) and lime wedges
- One (1) bottle of Gatorade (Any flavor)
- Red Bulls (minimum of 10 cans)
- Lipton Iced Tea (minimum of 6 cans)
- 2% milk and organic soy milk (unsweetened or vanilla)
- Plenty of cups, plenty of ice



**Lunch:** to be served per production schedule, typically 2:00 p.m. for an 8:00 p.m. show, and to remain refrigerated through load-out if possible. Please have adequate amounts for the Company's personnel (up to 5 people), plus local crew, etc. Local specialties are welcome, but at a minimum please provide:

- Deli tray with assorted meats, cheeses, breads and rolls
- Vegetable tray or mixed green salad with hummus
- All necessary condiments (mayonnaise, mustard, Dijon mustard, salt, pepper, salad dressing, etc.)
- Assorted chips
- Cake, pie or cookies
- Beverages as listed above

**Dinner:** to be served per production schedule and to remain available through load-out. This meal should include the following and be in adequate amounts for approximately twenty five (25) people:

- |            |  |
|------------|--|
| Appetizer  | A raw vegetable platter with dip<br>Mixed unsalted nuts<br>One (1) bag of pretzels<br>Two (2) bags of BLUE tortilla chips<br>Two (2) jars of salsa (one hot)<br>One (1) package of FRESH guacamole<br>Muesli (the real one)<br><br>A bowl of fresh hummus (or baba gannoush) with fresh whole wheat pitas<br>Two (2) pounds organic carrots<br>A hot soup<br>A vegetarian lettuce salad with at least two (2) dressing choices |
| Entrée     | One (1) meat (chicken, beef, pork, or fish)<br>One (1) starch (potatoes, rice or pasta)<br>One (1) vegetarian dish<br>One (1) <b>VEGAN</b> dish<br>Two (2) hot vegetables  |
| Beverages  | Beverages as listed above<br>2 pounds of fine quality French Roast Coffee<br>(Starbucks or local equivalent, unopened)<br>Three (3) cases of local or regional beer (NO IPA's, fuirty beers, light beers)<br>Two (2) bottles of good red wine (Pinot Noir, Merlot, Cabernet, Bordeaux)<br>Two (2) bottles of dry white wine: Chardonnay<br><del>Two (2) bottles of Makers Mark or Wild Turkey whiskey</del>                    |
| Dessert    | <b>Reasonable requests considered.</b><br>Fresh fruit with whole RIPE fruit (apples, oranges, grapes, bananas, etc.)<br>Cake, pie or cookies   |
| Condiments | Salt, pepper, Tabasco, Caribbean hot sauce, Ginger Root, and any other condiments appropriate to the meal  |

**Containers:** Please provide to-go boxes or plastic plates with gallon size zip-lock plastic bags.

**SCHEDULE REQUIREMENTS:** The Local Presenter agrees that on the day of this performance, no other performing artists, attractions, or organizations can have use of the same stage for any length of time and that this performance will take precedence over any other activities at the concert hall. Any deviation from this schedule requires the written consent of CAMI.

The Company's crew will arrive approximately seven to eight (7-8) hours before the scheduled performance time to unload the equipment, set the backline, fine focus, tweak sound, sound check and rehearse. All stagehands should be at the concert hall at that time, except for the Wardrobe Person, who should be at the venue three (3) hours prior to curtain. As per **LIGHTING REQUIREMENTS**, the lighting instruments must be pre-hung, channeled, focused and colored before the Company arrives. As per **SOUND REQUIREMENTS**, the entire sound system must be wired, fired, and tested, including wiring and checking all microphones, prior to the Company's arrival. **In other words, the show needs to be completely built and performance-ready when the Company's staff arrives, leaving the afternoon for fine focus and sound check.**

A more comprehensive schedule will be included in the Tech Pack, which will be sent closer to the performance date. The actual schedule for any given day will be arranged in advance between the Company's road staff and the venue's production personnel.

**BILLING REQUIREMENTS:** The billing for this show should be as follows in any and all publicity releases and paid advertisements including, but not limited to, programs, signs, lobby boards, and marquees. **This billing may be updated. If you have not received updated billing and are going to press, please contact CAMI.**

100%      ZAP MAMA  
                 &  
                 ANTIBALAS

The billing must be consistent in all advertising and program copy in total. Any deviation from this billing or the use of quotes other than those provided by CAMI must be approved in writing. It is understood that with the space limitations of some ads and calendars, etc., some variations may be required -- **this must be approved in writing by CAMI**. Any violation of the above could be considered a breach of contract by the Artists.

~~**TRANSPORTATION REQUIREMENTS:** One (1) van with driver (who may also be needed as a runner) is required on the day of the performance to provide local transportation for the Company's crew during the day. Also, depending on the Company bus driver's sleep schedule for that day, transportation to and from the theatre may be needed for the musicians. The exact schedule will appear in the Tech Pack, which will be sent closer to the performance date and should be discussed in advance with the Company Manager.~~

~~If the Company is to be picked up at the airport, three (3) or four (4) passenger vans for approximately 20 people **plus** a cargo van for the luggage and equipment is required to transport the Artists to and from the airport, as well as to and from the hotel and concert hall. Someone should meet the Company at the landing gate with a hand-held sign marked "CAMI" for immediate visibility and identification. It may be necessary to provide airport transportation for an Artist on an individual basis. If possible, we will use the runner; however, a car service may be necessary in some instances.~~

Reasonable requests considered.

**PUBLICITY REQUIREMENTS:** The Local Presenter agrees not to use any publicity materials (including, but not limited to, the biography, photographs, flyers, video, ad slicks, etc.) other than those materials provided by CAMI to publicize this performance. In addition, the Artists names may not be used or associated, directly or indirectly with any product or service without the written consent of CAMI.

**PROGRAM REQUIREMENTS:** The program will be announced from the stage; however, a program page with the proper format, billing, and credits will be sent to the Local Presenter closer to the performance date. The program page must be strictly adhered to and any changes must be approved by CAMI. The Artists have the right to choose all program selections.

**INTERVIEW REQUIREMENTS:** We will endeavor to fulfill interview and promotional requests; please see the contact sheet for the appropriate phone numbers. It is extremely important to submit requests as early as possible (up to two [2] months prior to your performance). Due to rigorous tour scheduling, there will be instances when such requests cannot be granted, and we ask for your understanding in these cases.

**TICKET REQUIREMENTS:** The Company requires ~~thirty (30)~~ <sup>(15)</sup> complimentary seats in prime locations for each performance. These tickets must be held in pairs and/or groups of four (4) and must be held until one (1) hour before the performance. The Company Manager will try to notify you in advance of this need so as not to restrict your potential for selling the seats.

**BACKSTAGE AND RECEPTION REQUIREMENTS:** When the schedule permits, the Artists are usually very happy to greet your special patrons and some audience members in the backstage area for a short period of time immediately following the performance. We understand the importance of the Artists being available after the performance; however, in cases to the contrary, we greatly appreciate your understanding.

With the demands of travel and daily performances, the Artists will be very limited as to time and energy available for receptions; **all reception requests must be cleared through CAMI.** Please understand that the Artists may be able to attend for only a short period of time.

**CONCESSIONS:** Two skirted tables are required in the lobby for selling the Artists' CDs, etc. Artists have the sole and exclusive right, but not the obligation, to sell merchandise directly pertaining to and/or bearing the likeness of Artist, inclusive of compact discs, at the performance and to retain 100% of the receipts therefrom. Presenter is prohibited from selling any merchandise bearing the name and/or likeness of Artist or any member of Artist. It is the sole responsibility of Presenter to enforce this clause.

**PRESENTER REPRESENTATIVE:** A representative of the Presenter, with full decision making authority (technical and financial) must be at the venue from the time of Artists' arrival until departure.

**SECURITY REQUIREMENTS:** Presenter shall provide sufficient security personnel to protect the audience, Artists, accompanying personnel, equipment and Artists' property while present at the venue and shall prevent persons not authorized by Artists from being present around or on the stage or anywhere backstage, and shall be fully responsible for same. Security guards or ushers must be positioned at all entrances to the back stage area, at bus parking and at the dressing room doors from sound check to load out.

80/20 Merch Split  
TF

**INSURANCE:** Local Presenter agrees to obtain and maintain for such lengths of time as is necessary to cover any and all claims from third parties arising in connection with this Agreement a comprehensive general liability insurance policy, including non-owned automobile, property damage, personal injury and public liability coverage, in the amount of at least \$2,000,000, and will name CAMI and each Artist in the Attraction as well as any other party specified in this agreement, their directors, officers, employees, and agents, as Additional Insureds in the policy obtained by Presenter in compliance with this paragraph and to the extent of the indemnification obligations in this Agreement. Local Presenter will provide CAMI with the Certificate of Insurance with the return of this contract, and at CAMI's request, copies of the insurance policy.

**TAXES:** If you are required by state law to withhold any taxes from the fee, please state this on the face of the agreement and notify CAMI in no case later than ninety (90) days prior to your performance date so that we may explore the possibility of having them reduced or waived.

**SUPPORTING ATTRACTION REQUIREMENTS:** Local Presenter agrees that no announcer, master of ceremonies, or any other performing artists shall appear in conjunction with this performance without the prior approval of CAMI.

**RECORDING/TAPING REQUIREMENTS:** Recording, taping and/or broadcasting of this performance (audio and/or visual) is **strictly prohibited**. Local Presenter agrees not to record the event in any form for any reason, unless agreed to in writing by CAMI prior to day of show, and will use best efforts to prohibit audience members from bringing in any audio or visual recording device. If recording is approved, a separate recording agreement must be negotiated. Show day requests will be denied.

**PARKING PERMIT REQUIREMENTS:** The Local Presenter agrees to obtain all permits and authorizations necessary for parking space for the Company's forty-five-foot (45') motor coach. The parking space should be a minimum of sixty feet (60') in length. The Company also needs access to the loading dock seven to eight (7-8) hours prior to the show for load-in and two (2) hours after the show for load-out.

*There is parking for one bus without a trailer @ the venue*

*Please advance parking with tour manager TF*

**ADDENDUM ADHERENCE AND DISSEMINATION:** No deletions, additions, or substitutions to this document will be accepted unless counter-initialed by CAMI. The Local Presenter hereby guarantees that this addendum will be distributed in its entirety, exactly as is (or as corrected and approved) to the appropriate technical and administrative personnel at the concert hall as contracted hereunder.

**AGREED TO AND ACCEPTED:**

By: \_\_\_\_\_  
For: \_\_\_\_\_  
Date: \_\_\_\_\_



## ZAP MAMA & ANTIBALAS

### Presenter Information Sheet

Presenter CenterArts / HSU

Venue name Van Duzer Theatre / HSU

Venue Physical address (mailing only) 1 Harvest St, Arcata, CA 95521

Hall capacity 800 Stage Dimensions \_\_\_\_\_

Phone numbers: Main 707-826-3928 Fax 707-826-5980

Emergency 707-826-5685 Box Office 826-3928 Backstage N/A

Hotel: Red Lion Hotel

Doctor-on-call: N/A

Contacts (please fill out information if different from above):

Director Roy Furshpan

Phone \_\_\_\_\_ Cell \_\_\_\_\_ e-mail rmf7001@humboldt.edu

Tech Director Dan Stockwell

Phone 707 Cell \_\_\_\_\_ e-mail daniel.stockwell@humboldt.edu

Event Coordinator Michael Moore, Jr.

Phone \_\_\_\_\_ Cell \_\_\_\_\_ e-mail mm8@humboldt.edu

Marketing/Publicity \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ e-mail \_\_\_\_\_

Concessions \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ e-mail \_\_\_\_\_

House Program \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ e-mail \_\_\_\_\_

## ZAP MAMA & ANTIBALAS

### Contact Sheet

#### Production Inquiries

Alison Ahart Williams  
Columbia Artists Management LLC



#### Contract Inquiries

Sarah Davis Ruiz  
Columbia Artists Management LLC



**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. *clause to be reciprocal.*

*TF*

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.

*Reasonable requests considered.*

*TF*

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 *fifteen (15)* complimentary tickets shall be given to Artist. All complimentary tickets shall be appropriately distinguished and shall not be counted in determining gross receipts.

*TF*

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. *Such alleged breach to be discussed with CAMI + Presenter will allow CAMI reasonable time to correct alleged breach.*

*TF*

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.

**Reasonable requests considered.**

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.

*CAM 1 to file for reduced withholding tax.*  
*TF*

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

**Tim Fox, President**  
**Columbia Artists Management LLC**  
5 Columbus Circle @ 1790 Broadway  
New York, NY 10019-1412