## ARTS MANAGEMENT GROUP

130 West 57th Street, Suite 6A, NYC 10019 Federal ID No: 13-383-3838

Tel: 212 337-0838; Fax: 212 924-0382 Contract No: UKU 6083; 14/15

AGREEMENT MADE this Thursday, May 15, 2014, by and between:

Arts Management Group Inc. (hereinafter "Manager") for the services of: Ukulele Orchestra of Great Britain (hereinafter "Artist")

Humboldt State University (hereinafter "Presenter")

1 Harpst Street Arcata, CA 95521 Roy Furshpan, Director, Center Arts

Phone: 707 826-4411

roy.furshpan@humboldt.edu

Performance

Presenter hereby engages from Manager the services of Artist for the performance(s) on the date(s), time(s), and place(s), and for the compensation as set forth herein, and Manager hereby agrees that Artist shall render such services, subject to the terms and conditions set forth herein.

Performance:

Date 21 Jan 2015

Time 8:00pm Venue

Fulkerson Recital Half

City

Arcata, CA

Van Duzer Theatre-Rehearsal: Artists require sound check/rehearsal in venue on day of performance

ALL PAYMENTS BY UNIVERSITY CHECK

Country

United States

Repertoire: To be mutually agreed upon

Compensation

Presenter agrees to pay to Arts Management Group the sum of \$15,000.00 (Fifteen Thousand US Dollars), by accepted check, drawn of \$15,000.00 (Fifteen Thousand US Dollars), by accepted check, drawn of \$15,000.00 (Fifteen Thousand US Dollars), by accepted check, drawn of \$15,000.00 (Fifteen Thousand US Dollars), by accepted check, drawn of \$15,000.00 (Fifteen Thousand US Dollars), by accepted check, drawn of \$15,000.00 (Fifteen Thousand US Dollars), by accepted check, drawn of \$15,000.00 (Fifteen Thousand US Dollars), by accepted check, drawn of \$15,000.00 (Fifteen Thousand US Dollars), by accepted check, drawn of \$15,000.00 (Fifteen Thousand US Dollars), by accepted check, drawn of \$15,000.00 (Fifteen Thousand US Dollars), by accepted check, drawn of \$15,000.00 (Fifteen Thousand US Dollars), by accepted check, drawn of \$15,000.00 (Fifteen Thousand US Dollars), and the same of \$15,000.00 (Fifteen Thousand US Dollars), by accepted check, drawn of \$15,000.00 (Fifteen Thousand US Dollars), and the same of \$15,000.00 (Fifteen Thousand US Dollars), and the same of \$15,000.00 (Fifteen Thousand US Dollars), and the same of \$15,000.00 (Fifteen Thousand US Dollars). transfer payable to Arts Management Group and mailed to Manager on the first business day following the engagement. This is a special

Special Clauses:

Presenter agrees to provide local hotel accommodations, ten rooms, for two nights, and local ground transportation.

All house programs must carry the following management information at the bottom of the program:

ARTS MANAGEMENT GROUP

and, wherever possible, Presenter agrees to include such wording in advertisements.

The Manager is executing this agreement only as a manager for the artist/attraction, is not obligated to presenter hereunder, and shall not be responsible for any acts or defaults of the artist/attraction. Additional provisions set forth in a technical rider 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:

By: Humboldt State University

By:

Furshpan, Director, Center Arts

By: Ukulele Orchestra of Great Britain

Management Group

Associate Director & Business Manager

Date

## TECHNICAL SPECIFICATIONS

## READ THIS DOCUMENT CAREFULLY AND ENSURE IT IS PASSED ON TO THE RELEVANT PEOPLE

The Ukulele Orchestra of Great Britain (UOGB) show consists of between 6 and 8 Ukulele players (always including one Bass player). We perform sitting down, and all performers supply lead and backing vocals.

### SOUND

### Sound Engineer

- UOGB to provide sound engineer. Venue to supply all PA equipment we do not bring ANY amplification.
- We recommend you refer to our YouTube channel (http://www.youtube.com/user/UkuleleOrchestra) to get an idea
- Venue technician to contact UOGB office (020 79810030) one week before event to confirm number of performers, and therefore how many mics etc. to supply.

# Microphones and D.I. - IN house Sound only

- Up to 8 vocal mics. These should be Shure B87 A or SM58.
- Up to 7 instrument condenser microphones. We favour Neuman KM 184 but a similar condenser mic is acceptable.
- One D.I. box at stage left for the Bass (this is a D.I. acoustic Bass guitar/Ukulele with jack input so doesn't require a separate instrument microphone).

## Microphone Stands

- Up to 8 Vocal mic stands with adjustable angle arm. Because we perform sitting down, vocal mic stands MUST fold in the middle.
- Up to 7 Instrument mics stands. These MUST be either short stands or preferably boom arms that attach to the vocal mic stands. Large vocal mic stands are NOT acceptable.

### Leads and Cables

Please ensure that the mic leads do NOT pass under the performer's feet. The cable run should go in front of the mic stands (see diagram below).

#### Fold back

- We require 2 separate mixes for fold back mixed from FOH
- Fold back usually consists of six monitor speakers
- Mix 1: Four monitors in front of the performers
  - Mix 2: Two monitors behind the performers

### FOH Desk Position

The sound desk should ideally be placed in a central position in the main auditorium. This may require the removal of some seats, the position and number of seats to be mutually agreed.

IN SUM - Per performer: two mics each (apart from Bass player). One at head height while sitting down. One at Ukulele strumming height while sitting down. With 8 players we require 8 vocal mics, 7 instrument mics and one D.I. box for the Bass.

### STAGING

#### General

- A comfortable stage size is 4 metres front to back and 16 metres left to right.
  - Set up chairs and mic stands as near to the front of stage as is possible.
- Chairs and mic stands should be arranged in a slightly curved shape, centre stage, with the edge of each chair equally spaced about 40cm apart (see diagram below).
- One small plastic bottle of still mineral water per performer placed by each chair on stage.
- The UOGB does NOT perform in standing positions. Seating is a non-negotiable requirement.
- We will bring music stands.

### Chairs

Because we perform sitting down, we require a chair or stool each. Chairs MUST be solidly built and be flat, with the seat absolutely parallel to the floor. They must have no rims or arms - a webbed or bistro chair is NOT acceptable. Chairs that tilt or slope backwards are NOT acceptable and if provided WE WILL INSIST upon replacements.



## LIGHTING

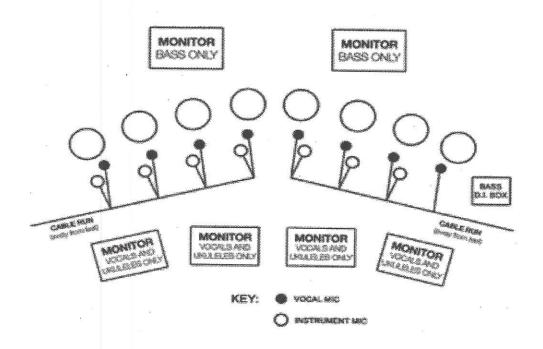
- A minimum of general cover with all performers well lit, while standing and sitting. Please note one performer is 6'8"
- Performers must be able to read their music on stage and so we require light directly on the music stands from above (not behind which may cause shadows to fall on the scores.)

If you have a well equipped rig, we are happy for you to experiment (within reason).

FÓH lights to give enough light so the musicians can see the audience a little. We do not want to look out into a black void. Typically around 20% but to be agreed on the night.

We do not require any follow spots.

Stage Diagram - based on 8 musicians performing:



**AUDIENCE** 

FOH View - shows a typical set up for 6 performers



UOGB p 2 of 4

Ch	Instrument	Microphone	Stand	Dynamics
1	Vocal 1	Shure B87 A/ SM58	long with telescope-arm	Comp 1
2	Ukulele 1	Neumann KM 184	small with telescope-arm	
3	Vocal 2	Shure B87 A/ SM58	long with telescope-arm	Comp 2
4	Ukulele 2	Neumann KM 184	small with telescope-arm	
5	Vocal 3	Shure B87 A/ SM58	long with telescope-arm	Comp 3
3	Ukulele 3	Neumann KM 184	small with telescope-arm	
7	Vocal 4	Shure B87 A/ SM58	long with telescope-arm	Comp 4
3	Ukulele 4	Neumann KM 184	small with telescope-arm	
)	Vocal 5	Shure B87 A/ SM58	long with telescope-arm	Comp 5
0	Ukulele 5	Neumann KM 184	small with telescope-arm	
1	Vocal 6	Shure B87 A/ SM58	long with telescope-arm	Comp 6
2	Ukulele 6	Neumann KM 184	small with telescope-arm	
3	Vocal 7	Shure B87 A/ SM58	long with telescope-arm	Comp 7
4	Ukulele 7	Neumann KM 184	small with telescope-arm	
5	Vocal 8	Shure B87 A/ SM58	long with telescope-arm	Comp 8
6	Bass	Active D.I.Box (BSS AR116)		Comp 9
7				
8	FX-Return 1 L	Yamaha SPX990		
9	FX-Return 1 R	(Reverb for Instruments)		
0	FX-Return 2 L	Yamaha SPX990		
1	FX-Return 2 R	(Reverb for Vocals)		
2	FX-Return 3 L	Delay (TC D-Two, TC M2000)	1	
3	FX-Return 3 R	(FX for Vocals)		
4	Talkback	Switched microphone		
5	CD Player L			
26	CD Player R			
	4 Table 1	Monitors:	Position:	
	AUX 1	4x d&b MAX or equal – pre fade	Front	
	AUX 2	2x d&b MAX or equal – pre fade	Back/Rear	
	AUX 3	FX Send 1 – post fade		
	AUX 4	FX Send 2 – post fade		9
	AUX 5	FX Send 3 – post fade		
		if we play open-air windscreens for	all microphones please	

## TYPICAL TIMINGS

The Sound check will start 3 hours before the start of the performance. Our Sound engineer will arrive at the venue 90 mlnutes before sound check. The musicians and tour management will aim to arrive 30 minutes before sound check. Sound Check takes 1 hour. Meal to be served immediately after the sound check.

The show consists of 2 halves of 50 minutes each + 20 min interval + 10 min encore.

Engineer to contact UOGB office (020 79810030) one week before event to confirm number of performers, and therefore how many mics etc. to supply.

Technical questions to UOGB office 0207 981 0030

If any of the above is not provided, this will constitute a breach of contract unless previously negotiated.

## Backstage and Catering Rider

## Dressing Rooms - MUST be lockable, secure and warm and MUST contain:

Dressing tables with mirrors Clothes rail with hangers. Iron and ironing board. Soap and hot running water. Enough seats for the occupants. Toilets / washroom / showers. Towels.

## Refreshment - To be provided on bands arrival in Dressing Room:

Tea (Earl Grey and English breakfast) & Coffee in sufficient quantity for 10 people.

hot chocolate (enough for 2 people)

milk, sugar and a kettle.

8 x 500 ml plastic bottles of sparkling water

4x 500 ml plastic bottles of still water

1 x carrot juice OR Cranberry Juice

4 cans of Coca Cola (not diet)

2 bottles red wine (preferably Cotes du Rhône or Merlot)

2 bottles white wine (preferably Pinot Grigio or Sauvignon Blanc NOT Chardonnay)

6 bottles of beer (Peroni, Becks or similar).

1 bottle of Prosecco

Selection of fresh fruit.

Cake or chocolate.

2 newspapers (only in the UK)

1 small plastic bottle of still mineral water per performer placed by each chair on stage.

#### Meal

 Provided and served in the Dressing Room or Green room in the period immediately after sound check and before performance. Allow 90 minutes. Venue to contact UOGB (020 79810030) one week before event to confirm number of performers.

HOT dinner, especially in winter, with salad and vegetables.

In terms of protein, performers appreciate whatever is provided: but please note that strong fish and excessive cream or cheese dishes are to be avoided. NO BRASIL NUTS OR PEANUTS.

Dessert

Sandwiches and canapés to be avoided.

WE REQUIRE A VEGETARIAN MEAL FOR ONE MEMBER OF THE ORCHESTRA

Buyout - Only if pre-negotiated.

The venue will pre-book a restaurant within easy walking distance of the venue for the period after sound check. Alternatively, venue will supply takeaway menus and place order on behalf of the UOGB upon their arrival at the venue

### Hotels and Accommodation

If you are booking accommodation for the UOGB, the hotel must be close to the venue, be clean and reputable, have a late bar, and all rooms must be en-suite. Breakfast must be included. Preferably not a 10am check-out. Ideally the hotel will have high-speed Internet connections. If the booking is for more than one night, the accommodation MUST have high-speed Internet connections.

If any of the above is not provided, this will constitute a breach of contract unless previously negotiated.

# 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 University Center

For CenterArts

Updated: April, 2009