

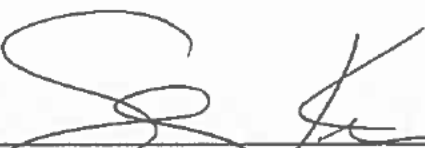
Neither this contract nor the engagement provided herein may be terminated or cancelled by Local Manager without the written consent of Artist. If Local Manager terminates this contract or cancels the engagement provided herein without Artist's written consent, Local Manager shall remain liable for the full amount of the fee set forth in Paragraph 5 unless Artist obtains a substitute engagement for the date or dates provided in Paragraph 1 for a fee equal to or greater than the fee provided in Paragraph 5. If the substitute engagement fee is less than the fee provided in Paragraph 5, Local Manager's liability to Artist shall be limited to the amount of the difference between the substitute engagement fee and the fee provided in Paragraph 5.

11. Local Manager will be responsible for supplying all musical material, technical equipment, all costs of said performances, and payment for royalties, rental fees, and performing rights fees for the performances herein if Local Manager is a Symphony Orchestra.

12. Artist agrees to supply Local Manager with press materials and program copy which is to be printed and used for said performances.


13. This agreement may not be changed or altered except in writing and signed by the Artist and Local Manager.

14. This agreement shall be construed under the laws of the state of New York applicable to agreements and executed therein. Any dispute arising out of this contract shall be submitted to arbitration in the State and City of New York pursuant to the rules then obtaining of the American Arbitration Association and judgment upon any award rendered in such arbitration may be entered in any court having jurisdiction.



Shirley Kirshbaum for DANISH STRING QUARTET

6-10-15
Date



LOCAL MANAGER Roy Furshpan, Director

Date

CONTACT NAMES/PHONE NUMBERS:

Roy Furshpan
(p)707/826-3928
Roy.furshpan@humboldt.edu



KIRSHBAUM DEMLER & ASSOCIATES
 711 WEST END AVENUE 5KN NEW YORK NY 10025
 212 222 4843 TEL 212 222 7321 FAX WWW.KIRSHDEM.COM

STANDARD TERMS AND CONDITIONS
 DANISH STRING QUARTET
 2015-2016 SEASON

The Terms of this Addendum are an integral part of the Agreement to which it is attached and supersede any contradictory stipulations in any other document relating to the Agreement.

1. Local Manager agrees to pay Artist's fees by check payable to Kirshbaum Demler & Associates, Inc., [REDACTED]

2. Local Manager agrees to provide transportation to and from the airport, as well as all local transportation relevant to the Artist's services for Local Manager (i.e., rehearsals, performances, media events, receptions, etc.).

3. Local Manager agrees that the following program credit shall be included:


"North American Representation: Kirshbaum Demler & Associates, Inc.
 711 West End Avenue, Suite 5KN
 New York, NY 10025
www.kirshdem.com"

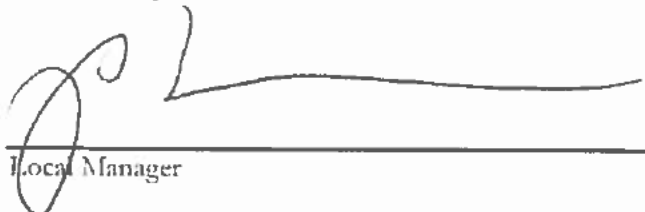
"The Danish String Quartet has recorded for DaCapo and Cavi-Music/BR Klassik."

4. Local Manager shall provide eight complimentary tickets to Artist for each performance. Upon request, an additional four tickets shall be provided to Kirshbaum Demler & Associates, Inc.

5. Local Manager agrees to use current photographs and biographies in all programs and publicity materials. Any edits in biographical materials are to be approved by Kirshbaum Demler & Associates, Inc. prior to printing.

Agreed:


 Kirshbaum Demler & Associates, Inc. 6-10-15
Date


 Local Manager Date

**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.

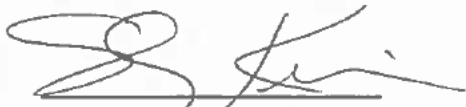
** One night of hotel (four rooms) covered per contract*

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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