



Contract	1/1
Received Deposit \$	
Date	1/1

Agreement made this date, Tuesday, June 2, 2015, by and between Eddie Izzard (hereinafter referred to as Artist) and Humboldt State University (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

CONTRACT #: 144036

ARTIST(S): Eddie Izzard 100% HEADLINE
 VENUE: Van Duzer Theatre Sequoia Avenue, Arcata, CA
 Phone: Fax:
 DATE(S): Thu. September 10, 2015

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

TICKETS: Quantity 822 @ Grs Price \$66.00 Cmp/Kls 10 Deduct Net Price \$66.00 Discriptn GA No. Days/Shws: 1/1
 Load In:
 Snd Chck:
 Doors Open: 7:30PM-11
 Showtime(s): 8PM
 Onstage:
 Ages: All-17
 Curfew:

GP: \$53,592.00 Capacities Merchandising
 Tax: Per Show: 812 Artist sell:
 Net: \$53,592.00 Total tks: 812 Build sell:

Scaling Notes: Artist comps: 10. Student Tickets: \$25

ANY PERCENTAGE PAYMENTS MADE BY
 UNIVERSITY CHECK MAILED FOLLOWING
 BUSINESS DAY

ALL PAYMENTS BY UNIVERSITY CHECK

TERMS: \$40,000.00 Guarantee
 VERSUS 90% of the Net Box Office Receipts after all approved and documented expenses and taxes, whichever is greater
 PLUS Additional Provisions.

PLUS Purchaser agrees to provide and pay for High Quality Sound and Lights to meet with Artist's specifications and approval.

ADDITIONAL PROVISIONS: Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full.
 Purchaser shall provide and pay for, as per Artist's specifications, any and all rider requirements.

Any and all box office and/or credit card "commissions" reflected in the final settlement will only be in relation to ticket sales onsite at the venue box office and not reflect any sales by a 3rd party ticketing system (i.e. ticketmaster, livenation ticketing) without the written authorization of the artist's agent. If Purchaser charges more than the agreed upon ticket price stated on the face of this contract, or admits more patrons into room than agreed upon capacity, the Artist will receive 100% of the difference between the contract price and amount of actual ticket charge and/or Artist will receive 100% of the difference the contracted capacity and the actual amount of guests admitted. Contract is not binding until signed by artist. Artist gets 100% of all merchandising sold and any venue precedent or policy on a merch split must be agreed to in advance or Artist reserves the right to void this contract. Edcom, Inc. t/s/o Eddie Izzard.
 Merch 80/20 - venue sells.

IN-HOUSE SOUND, LIGHTS & PRODUCTION UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

PAYMENTS: \$0.00 Deposit Due.

The balance of the guarantee shall be paid to Artist or Artist's representative prior to the performance via cash, certified/cashier's check or money order and not later than the scheduled performance date if Purchaser fails to present the engagement.

[Redacted signature area]

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

Any Rider, Addendum and/or Expense sheet be annexed to this Agreement if they shall also constitute a part of this Agreement, and shall be signed by all parties to this contract.

This contract and its attachments may be executed and exchanged electronically or by fax.

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

Eddie Izzard
 Eddie Izzard

Humboldt State University
 Roy Furshpan
 X
 c/o 1 Harpst Street
 Arcata, CA.

1300 C/O APA, Inc. 405 S. Beverly Drive
 Berkeley Hills, CA 90212

(707) 826-4411 Fax: Roy.Furshpan@humboldt.edu

[Redacted] Fax: 310-300-0645

CONTACT: Roy Furshpan

BOOKING AGENT: Josh Pollack

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