



SHAKESPEARE'S GLOBE
21 New Stone Walk
Bankside, London SE1 9DT
+44 (0)20 7802 1400 m
+44 (0)20 7802 1401 fax
shakespearesglobe.com

THE SHAKESPEARE
GLOBE TRUST
A limited company registered
in England No. 1152230 and a
registered charity No. 266910

TRUSTEES
Lord Falconer of Thoroton, Chairman
Lord Richard KCB, Deputy Chairman
Mark Clarke, Honorary Treasurer
Philip Kirkpatrick, Honorary Secretary
Lord Blair of Broughton
Sir Alec Carnegie-Brown
Neil Goncalves, CFO
Andrew Fraser CMB
Iraj Isapour
Professor Laurie Maguire
Valerie Mitchell OBE
Roger Parry
Sir Michael Parry GBE
David Pickard
Dame Mary Richardson
Emma Stenling
Jenny Topper CBE

HONORARY PRESIDENT
Zoh Wansinkler CBE
PATRON
His Royal Highness
The Prince Philip
Duke of Edinburgh KG KT
FRIENDS
Sam Wansinkler CBE

THIS CONTRACT is made on 23rd October 2014 between Shakespeare's Globe Trust (The Visiting Manager) and Center Arts, Humboldt State University, 1-Harpst Street, Arcata, CA 95521, USA (The Resident Manager) whereby The Visiting Manager agrees to produce 'King Lear'. The engagement will commence on 28th November and terminate on 2nd December, 2014.

This contract is subject to the terms and conditions following.

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

1. TERMS IN-HOUSE SOUND, LIGHTS & PRODUCTION

The Resident Manager will pay the Visiting Manager a guaranteed fee of \$30000 (USD). + 13 hotel rooms for

GET-IN
29th November, 2014 from 9.00am

two nights @ the Red Lion in Eureka or the Hotel Arcata-Au

PERFORMANCES

30th November 2014 8pm
~~1st December 2014 8pm~~ December 1st at 11:00 a.m. - 11

2. VISITING MANAGER'S RESPONSIBILITIES

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

The Visiting Manager shall:

- Provide the production at his own expense
- Provide a full and efficient company capable of presenting the production to a high standard, including without limitation all musicians, singers and technicians.
- Provide in a first class condition all suitable staging, properties, costumes, scenery, furniture, special effects, technical equipment, band parts and instruments; be responsible for their safe and proper fit-up, and get-out.

3. RESIDENT MANAGER'S RESPONSIBILITIES

The Resident Manager shall:

- Provide, in suitable condition, the agreed performance area or a suitable alternative in the event of flooding or force majeure.
- Pay the fee as detailed in 1.
- Provide and pay for administrative, front of house and cleaning staff as required for the proper and efficient maintenance of the performance area where necessary.
- Provide appropriate 24 hour secure storage for the staging, properties, costumes, scenery, furniture, special effects, technical equipment.
- Provide secure dressing rooms suitable for eight performers and three stage managers and one wardrobe manager. - Three rooms total backstage - 11
- Provide 24 hour site security for all effects left on site. - University Police on duty 24/7, 365 - 11
- Provide toilets to the performers and stage managers exclusive use in addition to sufficient toilets for anticipated audience numbers.
- Provide access to dressing rooms and laundry facilities from 9am on get-in and performance days and to be situated no more than 3 minutes' walk.
- Provide two 13amp or 16amp electricity supplies to within 5m of the performance area.
- Obtain in respect of the performance all necessary licences or permissions.
- Receive and bank the Box Office receipts for an allocation of tickets - to be agreed with the Visiting Manager, and provide the Visiting Manager on demand with true accounts thereof on a daily basis with weekly summaries.



SHAKESPEARE'S GLOBE
21 New Globe Walk
Bankside, London SE1 8DT
+44 (0)20 7902 1400 TEL
+44 (0)20 7902 1401 FAX
shakespearesglobe.com

THE SHAKESPEARE
GLOBE TRUST
A limited company registered
in England No.1152230 and a
registered charity No.256916

TRUSTEES
Lord Falconer of Thoroton, Chairman
Lord Richard NCB, Deputy Chairman
Martin Clark, Honorary Treasurer
Philip Kirkpatrick, Honorary Secretary
Lord Blair of Brighthelm
Bruce Carnegie-Brown
Neil Constable, CEO
Andrew Fraser CBE
Raj Israni
Professor Lesire Maguire
Vivien Mitchell CBE
Roger Parry
Sir Michael Parry GBE
David Pickard
Dame Mary Richardson
Emma Staning
Jenny Topper CBE

HONORARY PRESIDENT
Zed Wensmaker CBE
PATRON
His Royal Highness
The Prince Philip
Duke of Edinburgh KG KT
FOUNDER
Sam Wansmaker CBE

- i) Provide the following front of house staff for each performance:
 - i) 1 member of staff to run the box office from 1 hour before the performance starts. *evening performance only - RM*
 - ii) 1 member of staff to sell programmes from 1 hour before the performance, during the interval and after the performance. *Resident Manager takes 20% of the gross - RM*
 - iii) At least 2 ushers to check tickets.
 - iv) Enough car parking stewards for the venue's parking provision.
 - v) 2 members of the front of house staff should be first aid trained.

4. MUTUAL RESPONSIBILITIES

The Resident Manager and the Visiting Manager shall:

- a) Respectively effect and maintain adequate insurance policies to cover all requisite Statutory and other Legal Liability as follows:
 - i) The Resident Manager shall be responsible for such cover against all risks in respect of his property, and that for which he is responsible, his employees, and members of the public provided that the Resident Manager shall not be responsible for loss or theft of or damage to the property belonging to the Visiting Manager or employees of the Visiting Manager.
 - ii) In any case not attributable to negligence on the part of the Resident Manager the Visiting Manager shall be responsible for such cover in respect of his employees and members of the public and against all risks in respect of his property and that of his employees arising out of his use and occupancy of the site.
- b) Not to do or suffer to be done in or about the premises anything whereby any policy of insurance effected by the other may be invalidated or which may cause any increased premium to become payable for such insurance, but shall at all times use all proper precautions to prevent loss, or damage or harm by fire or accident.
- c) Each ensure that they and all their employees and agents observe, carry out and abide by all conditions and regulations imposed by Statute or any competent Authority with reference to or in connections with the venue or any performance therein.

5. MARKETING AND PUBLICITY

- a) Prices
Prices of admission and concessions to parties, children and offers below these prices of admission shall be agreed between the Resident Manager and the Visiting Manager.
- b) Marketing Plan
The Resident Manager will provide a marketing proposal to the Visiting Manager no less than 90 days before the first performance and will work with the Visiting Manager to promote the production.
- c) Print
Unless otherwise agreed and noted the Visiting Manager shall provide posters, and leaflets to agreed sizes and in the agreed quantities, by an agreed time, all properly headed and dated, and also provide photographs, biographies, press releases and publicity material.
- d) Press Calls
The Visiting Manager agrees to use his best efforts to secure the participation of his contracted artistes in such press, radio or TV interviews, photo calls or publicity appearances as the Resident Manager may reasonably arrange.
- e) Programmes and Merchandise
 - i) ~~The Resident Manager will provide the Visiting Manager a vat receipt book so that the seller can issue receipt for every item purchased.~~ *N/A*



SHAKESPEARE'S GLOBE
21 New Globe Walk
Bankside, London SE1 8DT
+44 (0)20 7902 1400 TEL
+44 (0)20 7902 1401 FAX
shakespearesglobe.com

THE SHAKESPEARE
GLOBE TRUST
A limited company registered
in England No. 1152238 and a
registered charity No. 206916

TRUSTEES
Lord Felcher of Thornton, Chairman
Lord Richard ADC, Deputy Chairman
Martin Clarke, Honorary Treasurer
Philip Kirkpatrick, Honorary Secretary
Lord Blair of Boughton
Bruce Carnegie-Brown
Neil Constable, CEO
Andrew Fraser CMG
Iraj Jafarabadi
Professor Louise Maguire
Valerie Mitchell OBE
Roger Parry
Sir Michael Perry GBE
David Pickard
Dame Mary Richardson
Emma Stening
Janey Topper OBE

HONORARY PRESIDENT
Zoe Wanamaker CBE
PATRON
His Royal Highness
The Prince Philip
Duke of Edinburgh KG KT
FOUNDER
Sam Wanamaker CBE

ii) The price of each item has to

include 18% vat which will go to the vat department. After the event the Visiting Manager will invoice The Resident Manager for the amount sold less vat.

f)

Tickets

- i) The Resident Manager will supply The Visiting Manager with ten complimentary tickets per performance. These complimentary tickets are only to be released to the following representatives of The Visiting Manager; The Productions Stage Managers; The Executive Producer; The Touring Associate.
- ii) Tickets for representatives of the press, including but not limited to reviewers, will be complimentary but only upon agreement from both The Visiting Manager and The Resident Manager.
- iii) The Resident Manager agrees to collate audience data on behalf of Shakespeare's Globe Trust, requesting permission to pass on this data at point of sale.

- evening performance only - M/J

6.

GENERAL PROVISIONS

UNIVERSITY CANNOT PAY DEPOSITS

a)

Payments

ALL PAYMENTS BY UNIVERSITY CHECK _____

7. Advance Payment

The Resident Manager will pay The Visiting Manager 50% of the guaranteed fee on signature of contract and 50% on the day of the first performance, provided that an invoice has been received for the amount of the advance payment.

Additional Payments

The Resident Manager will pay The Visiting Manager the ^{Full} remainder of the fee and provide full accounts of box office receipts for all performances no later than 28 days after the final performance.

b)

Rehearsals

The Visiting Manager reserves the right to use the performance area during the day for rehearsal at times other than those agreed for performances.

c)

Storage of Scenery and Costumes

- storage for load-in & show days only - M/J

The Resident Manager shall make arrangements for secure storage of the scenery and costumes, and any costs involved in this shall be borne by The Resident Manager. The storage shall be made exclusively available to The Visiting Manager from the time of the 'get in' to two hours after the end of the final performance.

d)

Cancellation

- i) If there shall be some supervening event or closure of the venue which shall render this Contract incapable of being performed in the manner reasonably contemplated by the parties then this Contract shall be suspended for as long as such incapacity shall continue or for the duration of the engagement hereunder (whichever period shall be shorter) and any payments due shall be apportioned by mutual agreement.
- ii) In the event of failure by the Visiting Manager to fulfil the obligations on his part herein contained, the Resident Manager will use his best endeavours to minimise his loss, but subject thereto the Visiting Manager will remain liable to the Resident Manager for all payments, costs and outlays hereby contracted for, in which event payments due to or by the Visiting Manager in terms hereof will be reasonably adjusted in respect of the particular circumstances.



SHAKESPEARE'S GLOBE
21 New Globe Walk
Bankside, London SE1 1DT
+44 (0)20 7902 1400 tel.
+44 (0)20 7902 1401 fax
shakespearesglobe.com

THE SHAKESPEARE
GLOBE TRUST
A limited company registered
in England No.1152233 and a
registered charity No.280816

TRUSTEES
Lord Folconer of Thornton, Chairman
Lord Bichard KCB, Deputy Chairman
Marie Clarke, Honorary Treasurer
Philip Kirkpatrick, Honorary Secretary
Lord Blair of Broughton
Bruce Carnegie-Brown
Neil Cosgrave, CEO
Andrew Fraser CMG
Iraj Isajehi
Professor Leala Abagain
Valerie Mitchell OBE
Roger Parry
Sir Michael Parry GBE
David Pridard
Dame Mary Richardson
Emma Staring
Jeremy Topper OBE

HONORARY PRESIDENT
Zoe Wanamaker OBE
PATRON
His Royal Highness
The Prince Philip
Duke of Edinburgh KG KT
FOUNDED
Sam Wanamaker OBE

iii) Neither party will cancel the

event due to poor weather, unless it is assessed that it would be dangerous for the public to be on site due to the extreme weather conditions. The Visiting Manager undertakes to provide Front of House services regardless of the weather conditions. In the event of a cancellation due to extreme weather, if possible, tickets to a future performance will be offered to customers. Any losses due to the need to refund where offering alternative dates is impossible will be shared equally between the two parties to this agreement.

e) Serving of Notices

It is mutually agreed as follows:

Any notice which the Resident Manager may desire or be required to give to the Visiting Manager hereunder shall be deemed to be duly given if sent by registered post to the Visiting Manager and any notice which the Visiting Manager may desire or be required to give to the Resident Manager hereunder shall be deemed to have reached the party for whom it was intended at the time when in the ordinary course of post it should have been delivered, and in proving service by post it shall be sufficient to prove that the notice was addressed in the prescribed manner and was registered.

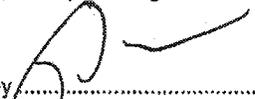
f) This Contract being personal to the parties hereto shall not, nor shall the benefits thereof, be assigned to underlet by either party, nor shall any person or Company be substituted to carry out the obligations hereby undertaken by either party without the consent in writing of the other.

g) Nothing herein contained shall be deemed to constitute a partnership between the parties.

8. **CONCLUSION**

This document reflecting the terms and conditions verbally agreed between the parties shall be submitted in duplicate to the Visiting Manager signed on behalf of the Resident Manager and one copy thereof shall be returned to the Resident Manager within the ensuing 14 days signed on behalf of the Visiting manager so as to constitute a contract between the parties.

Signed by  as the representative of Shakespeare's Globe Trust

Signed by  as the representative of Center Arts

**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.

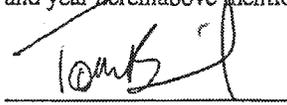
10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider 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.

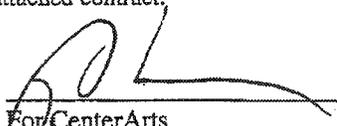
13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, 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.

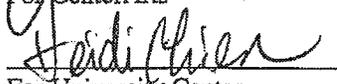


For Artist

Tax ID/Social Security #



For CenterArts



For University Center

Updated: April, 2009