

CREATIVE ARTISTS AGENCY

3310 West End Avenue, Suite 500

Nashville, TN 37203

615-383-8787/615-383-4937 Fax

Arizona Board of Regents on behalf of

12-15-09

ELECTRONIC

AGREEMENT made this 12th day of April, 2009

Between Kelly Clarkson - Shants Inc. (d/b/a Kelly Clarkson) (20-0941442)

(hereinafter referred to as "PRODUCER"), and University of Arizona

(hereinafter referred to as "PURCHASER"). It is mutually agreed upon between the parties as follows: The PURCHASER hereby engages the PRODUCER and the PRODUCER hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions herein set forth, including those attached hereto entitled "Additional Terms and Conditions"

1. Name and Address of Place of Engagement: University of Arizona - 14th Mall, Tucson, AZ

2. Dates, Showtime: Wed, 29th of April, 2009 @ 08:00 PM

3. Additional information:

Billing: Artist to receive 100% Co-Headline billing

Performance Length: Artist to perform one complete show (approx. 45 minutes)

Sound and Lights: Purchaser to provide and pay for first class sound and light

Support Talent: TBD - Veronicas, Third Eye Blind, Kelly Clarkson and Jay Z (headliner)

Additional Provisions: *No on sale or announcement without prior approval from Alli McGregor at CAA.

*Purchaser to provide and pay for local ground transportation.

Merchandise: 80 to 100% on CD's.

Who Sells: Artist sell

4. COMPENSATION AGREED UPON (Amount and Terms):

\$175,000.00 guarantee

PERCENTAGE	Show Capacity	Public Support	Net Potential
Percent	24,000	\$29.75	\$714,000.00
Total Capacity:	24,000	Gross Potential:	\$714,000.00
Total Fee:	60%	Fees/Deductions:	(\$8,000) Net Potential: \$714,000.00

Notes: Ticket price ranges from \$39.00 - \$89.00

5. DEPOSITS/CONTRACTS: No deposits are required

Purchaser will make payment, as follows: all payments shall be paid by certified check, following performance. All payments shall be made to CAA on behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. DEPOSITS MUST BE RECEIVED WITHIN 30 DAYS OF RECEIPT. BALANCE of Guarantee, Plus Percentage Payments, if any, and sound and light Payment, if any, shall be paid in either cash or check by PURCHASER to ARTIST no later than Prior to Performance.

6. Riders Attached Hereto Are Hereby Made a Part Hereof.

7. Artist is Headlining this engagement. All Support Talent is subject to artist approval.

8. Artist is Supporting Talent. Artist's Performance is Subject to the Appearance and Approval of the Headliner.

9. No performance in the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Producer relating to and permitting such recording, reproduction or transmission.

Signed: Kelly Clarkson For Kelly Clarkson (ARTIST/PRODUCER)

PRODUCER: Shants Inc. d/b/a Kelly Clarkson (20-0941442)

Arizona Board of Regents on behalf of University of Arizona

Signed: Imma Alvarado-Sipp 4/23/09 PURCHASER: University of Arizona - Tucson, AZ by Claudia Davila (PURCHASER)

Return all signed copies to Agent Buster Phillips Agreement No. 314981

Mail To: Adam Tobey; Concert Ideas, 73 Rattenman Road, Woodstock, NY 12498 Business phone: 845-679-6000, Business fax: 845-679-6002

Imma Alvarado-Sipp Contracts Administrator

The attached Addendum is hereby incorporated into this agreement.

Please Initial

THE ABOVE SIGNATURES CONFIRM THAT THE PARTIES HAVE READ AND APPROVE EACH AND ALL OF THE "ADDITIONAL TERMS AND CONDITIONS" ATTACHED HERETO.

all changes accepted 4/22/09

REVISED
12-15-08

Additional Terms and Conditions

The following additional terms and conditions are incorporated in and are part of the Agreement attached hereto.

1. PURCHASER agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the performances set forth in the Agreement (the "Performance(s)"), and if required by PRODUCER, any and all rehearsals therefore, including, but not limited to:

a. Equipment, materials, labor, licenses, permits, including, but not limited to, a suitable theater, hall or auditorium (well-heated, lighted, clean, and in good order), stage-curtains, properly-tuned grand piano(s) and any other instruments specified by PRODUCER, a public address system in perfect working condition (including microphone(s) in number and quality as required by PRODUCER), and comfortable, well-lighted dressing rooms;

b. All stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the Performance(s), including, but not limited to, scenery, properties and baggage; - See University Addendum 13.

c. Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the Performance(s), and any rehearsals therefore; provided, however, that PRODUCER shall have the right to name such musical contractor and to approve such musicians;

d. All lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and security, ushers, ticket sellers for advance or single sales (wherever such sales take place), and ticket takers;

e. Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers, and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity.

2. PURCHASER will comply promptly and professionally with PRODUCER'S directions regarding the arrangement of stage decor and settings for the Performance(s). - festival billing, call to advance

3. PRODUCER will have sole and exclusive control over the production, presentation, and performance of the Performance(s), including but not limited to, the details, means, and methods of the performances of the performing artist hereunder. PRODUCER shall have the sole right as PRODUCER sees fit to designate and change, at any time, the performing personnel.

4. The Performance(s) to be furnished by PRODUCER shall receive billing in such order, form, size, and prominence as directed by PRODUCER.

5. PURCHASER will comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER or PRODUCER, or otherwise used in the Performance(s);

6. PURCHASER will not have the right to broadcast or televise, photograph, or otherwise reproduce the Performance(s), or any part thereof.

7. Except for local press in commercially reasonable numbers, any free admissions will be subject to PRODUCER'S prior written approval.

8. In the event that payment to PRODUCER will be based in whole or in part on the receipts of the Performance(s):

a. Ticket prices must be submitted to and approved by PRODUCER in writing before tickets are ordered or placed on sale;

b. PURCHASER will deliver to PRODUCER a certified statement of the gross box office receipts of each such performance within two (2) hours following such performance; and

c. PRODUCER will have the right to have its representative present in the box office at all times. Such representative will have the right to examine and make extracts from box office records of PURCHASER relating to gross box office receipts of the Performance(s). PRODUCER will have the right, at its own expense, to audit PURCHASER'S box office records relating to gross box office receipts of the Performance(s) upon reasonable notice on or before the date two (2) years after the Performance(s). Such audit will be conducted during normal business hours, and at PURCHASER'S normal place of business where PURCHASER maintains such receipts.

9. PRODUCER will have the sole and exclusive right, but not the obligation to sell souvenir programs and other souvenir items, including audio recordings in any and all formats and media, in connection with, and at, the Performance(s). The receipts thereof will belong exclusively to PRODUCER. PURCHASER will make reasonable accommodations to facilitate PRODUCER'S sales activities.

10. PURCHASER agrees that PRODUCER may cancel the Performance(s) hereunder, in PRODUCER'S sole discretion by providing at least thirty (30) days notice to PURCHASER prior to the Performance(s) date. In such event, PRODUCER will return any amounts previously paid by PURCHASER pursuant to this Agreement and shall have no further obligations. - See University Addendum #6

11. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of PURCHASER has changed, been misrepresented or been impaired:

all changes accepted 4/22/09

REVISED

12-15-08

Kelly Clarkson - University of Arizona - UA-Mall - Tucson, AZ (Buyer: University of Arizona - Tucson, AZ)

PRODUCER may cancel the Agreement without payment or penalty of any sort.

12. In the event that PURCHASER fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:

a. PRODUCER, in its sole and exclusive discretion, may immediately terminate this Agreement;

b. PRODUCER will have the right to retain any amounts theretofore paid by PURCHASER;

c. PURCHASER will immediately reimburse PRODUCER for any out-of-pocket costs incurred by PRODUCER and/or Artist as a result of PURCHASER's breach; *documented within 5 days of purchaser's breach*

d. PURCHASER will remain liable to PRODUCER for the guarantee and any additional compensation due PRODUCER, as set forth in the Agreement; and

e. PRODUCER and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

13. In the event of an alleged material breach of this Agreement by PRODUCER and/or Artist, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the performance, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar damages.

14. Currency - Unless otherwise provided herein, CAA will hold all deposits in United States Dollar accounts. Purchaser shall bear any currency conversion risks associated with delivering funds in other than United States Dollars or requesting deposit refunds (when such refunds are applicable) in other than United States Dollars.

15. Force Majeure

See University Addendum #5 as amended

a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to Artist or a member of Artist's immediate family, any of Artist's musicians, or any of PRODUCER's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by PRODUCER or Artist; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within PRODUCER's or Artist's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond PRODUCER's or PURCHASER's reasonable control.

b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 15(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.

c. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay PRODUCER the full amount of the guarantee set forth in this Agreement.

16. Insurance

See University Addendum #7 as amended

a. PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). The policy shall name PRODUCER, Artist, each individual member of Artist, and their respective agents, employees, directors, officers, principals, representatives, and shareholders as additional insured's.

b. In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. PURCHASER shall supply PRODUCER with certificates of insurance showing coverage of the above at least ten (10) business days prior to the Performance date; provided, however, that if PURCHASER does not provide such certificate by the foregoing date, PRODUCER may, in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of insurance as set forth herein, PRODUCER may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.

c. The insurance policies described herein will contain provisions requiring the insurance company to give PRODUCER at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to PRODUCER for written approval prior to any such change taking effect.

17. Indemnification

All changes accepted 1/22

REVISED
12-15-08

Kelly Clarkson - University of Arizona - UA-Mall - Tucson, AZ (Buyer: University of Arizona - Tucson, AZ)

See University Addendum #9 as amended

~~1. PURCHASER shall indemnify, protect, and hold PRODUCER, Artist, the individual performing members of Artist, Artist's managers, accountants, attorneys, agents, and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the Performance, including, but not limited to:~~

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1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance;
2. Any and all loss, damage, and/or destruction occurring to PRODUCER's, Artist's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control;
3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and
4. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by PRODUCER. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to PRODUCER, and PRODUCER expressly agrees to such claim, deduction, or offset in writing.

~~b. If an insurable risk occurs, resort to the procedures set forth in the insurance policies required hereunder, and any resulting remedies, will be the sole remedy of PURCHASER.~~

See University Addendum 10.

~~18. PURCHASER shall pay all taxes and fees incurred due to Performance(s), including all amusement taxes.~~

STET

19. UNDER NO CIRCUMSTANCES WILL PRODUCER AND/OR ARTIST BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE PARTIES' PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF PRODUCER AND/OR ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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20. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY PRODUCER. PRODUCER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. PRODUCER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY PRODUCER AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF PRODUCER OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

See University Addendum as amended

21. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party.

~~22. The Parties each acknowledge that CREATIVE ARTISTS AGENCY, LLC acts only as agent for PRODUCER, and assumes no liability hereunder.~~

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~~23. Except for the Parties' acknowledgment in Section 22 above, that Creative Artists Agency, LLC assumes no liability hereunder, in the event of any inconsistency between these Additional Terms and Conditions and Artist's Rider (attached hereto and incorporated by reference herein), the Initial terms of Artist's Rider will control.~~

STET

24. This Agreement shall be construed in accordance with the laws of the State of California without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in Los Angeles, California in accordance with the commercial rules and regulations then in effect of the American Arbitration Association. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performance or any element thereof. Wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

See University Addendum #2 and #10 as amended

all changes accepted 1/22

KELLY CLARKSON

THEATRE & CORPORATE TECHNICAL RIDER 1/9/09

KELLY CLARKSON
TECHNICAL RIDER / THEATRE & CORPORATE SHOWS 2009

THE STAGE *See house rider*

A level, strong stage Forty Eight (48) feet wide by Forty (40) feet deep by four (4) feet high is to be provided by PURCHASER. The stage must be capable of supporting at least one hundred and twenty five (125) pounds per square foot. The surface must be smooth and without holes or protrusions. PURCHASER will provide a monitor mix area stage Left. This area to be Twelve (12) feet wide by twelve (12) feet deep. We have 2 guitar positions stage left and right if stage is 4ft high then we will not require platforms, but please allow a working area of 12ft x 12ft for both positions. (See University Technical Rider Addendum)

STAGE FLOORING - *See house rider*

Kelly Clarkson Production will require the stage to be covered with BLACK CARPET flooring to be provided by the PURCHASER. This flooring should be at least forty eight (48) feet wide by 36 (thirty six) feet deep from the front edge of the stage. (See University Technical Rider Addendum)

STAGE RISERS - *See house rider/as per advance*

Purchaser to supply the following riser carpeted in black with black serims

- 1 X 8ft X 8ft X 1ft (Drum Riser)
- 1 X 8ft X 8ft X 1ft (B.V. Riser)
- 1 X 8ft X 8ft X 1ft (Keyboard Riser)

(See University Technical Rider Addendum)

SOUND - *See house rider*

Please see attached our Sound Requirements for Front of House & Monitors. Please note that we are flexible with FOH but not with monitors, if for some reason you have trouble renting the attached then we will be more than happy to carry. IT WILL BE A SHOW COST. (See University Technical Rider Addendum)

BACKLINE

None Required, we carry our own. We will need truck parking for one (1) 53' Semi.

LIGHTS - *See house rider*

Please see attached Kelly Clarkson Lighting Plot and lighting requirements. Please note that this plot is subject to change, it will depend on who the LD du jour is for your event. (See University Technical Rider Addendum)

MIX POSITION - *See house rider*

PURCHASER to provide one area, sixteen (16) feet wide by twelve (12) feet deep not more than eighty (80) feet from downstage center. Multi Cables: PURCHASER to provide adequate protection

all changes accepted *1/22*

for cables running from the stage to the mixer platform. PLEASE NOTE THAT KELLY CLARKSON MONITORS ARE MIXED FROM STAGE LEFT (See University Technical Rider Addendum)

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as amended

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SPOTLIGHTS - See house rider

~~PURCHASER will provide Three (3) Super-trooper spotlights in good working order for this performance. (See University Technical Rider Addendum)~~

as amended

SECURITY: University to provide security

1. General: No one, except PRODUCERS staff, working venue and PURCHASER personnel and authorized guests are permitted in the backstage area before, during and after the performance(s). During the performance only the PRODUCERS staff will be allowed in the stage area. Excluding law enforcement officers in the course of their duties. Ample time will be granted at the conclusion of the performance to allow the artiste, staff and equipment to exit the venue. The PURCHASER will ensure that the venue maintains strict security coverage on all access points into the venue from the beginning of load in to the end of Load out.

stage initial

Handwritten initials/signature

~~2. Multiple Dates: In the event that Kelly Clarkson is performing more than one night in a venue the PURCHASER, at his sole cost, will supply overnight security coverage for the venue. This security will include (but not limited to) one uniformed security officer placed on the stage during the time that PRODUCERS staff are not in the building.~~

Handwritten initials/signature

3. Passes: PROMOTER will supply all passes for the engagement. Except for the Touring personnel who will wear laminated plastic type passes, and these persons are to have ALL ACCESS. All other passes will be issued on day of show. A sample guide to the system will be issued to PURCHASER and Venue staff on the day of the show, copies to be placed at every security check point. A unique and limited number of passes will be required for uniformed law enforcement. This pass will be of the wrist band type. *House to issue passes.*

4. Press/Photographers: PURCHASER and/or his representative will not bring any press or photographers backstage at any time without prior permission from the artiste management, tour publicist or production staff. Any duly authorized persons will be issued the appropriate pass.

5. Personnel: Purchaser at his sole cost, will provide the following security personnel.

~~Two (2) men at a time to be agreed by the Production Manager.~~

~~Two (2) men at the Sound and Light mix position, from the time doors open to the public, until public has left venue~~

~~One (1) man at each access point to Stage, from time door open to the public until public has left venue.~~

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~~One (1) man at each entry point to backstage area, from Four pm (04:00pm)~~

~~One (1) man at each entrance to Artiste's Dressing-Room area from Four pm (04:00pm)
(To be advanced)~~

Large handwritten bracket on the right side of the personnel list

Handwritten initials/signature

6. Security Meeting: There will be a security meeting prior to the gate opening for spectators (1530 Hrs.) on the day of the show. This should be attended by the building manager or his representative, Purchaser or his representative, Head of Security force, Head usher, local police and PRODUCERS security director.

all changes accepted 4/22

MISCELLANEOUS:

- 1. Trash Cans: Please arrange for Four (4) large trash cans with liners to be placed at rear of the stage at load in time.
- 2. Storage: Storage space is required for storage of crates and dollies after load in. This space should be as close as possible to the load in area

Backstage Accommodations

1. Production office:

~~You must provide one large room lockable (15 x 20 feet minimum) for production office. Prior to our arrival it must be equipped with the following:~~

- ~~3 Desks/tables~~
- ~~6 Chairs~~
- ~~1 Large sofas or loveseats~~
- ~~Coffee tables~~
- ~~3 separate 110 volt outlets of 20 amps~~
- ~~2 direct dial phone lines with phones~~
- ~~1 High Speed Internet Service (Wireless)~~
- ~~1 clean direct line for fax transmission (Fax machine needed)~~
- ~~1 Photo copier~~

~~(To be advanced)~~

~~This office must be available and the phone lines and power hooked up and working on the day of set up.~~

~~N.B: These phones are for Kelly Clarkson Production staff only. The promoter must have additional space and phones for his own use.~~

2. Band Dressing Rooms: *All production has been advanced with production manager*
~~Three (3) rooms are needed. They should be clean, spacious, carpeted and have comfortable seating - couches etc. - for Eight (8) People.~~

~~The band & crew catering to be placed in an area close to the dressing rooms and there should be banquet style tables covered with white tablecloth. There should be two (2) full-length mirrors and a clothes rack in each room.~~

CREW CALLS:

- ~~12 Stage hands~~
- ~~4 Loaders (See University Technical Rider Addendum)~~

~~Electrician: You will provide the services of the house electrician to be present and on call at all times while we are occupying the venue. He will report directly to the artist's stage manager or production manager at time of rigging call. In the event of a shift change, he will make his replacement known to the production manager.~~

~~Runners: We shall require one runner with intimate knowledge of the local area. This runner is for Kelly Clarkson production use only. They should each possess a valid drivers license and be equipped with the following vehicles:~~

- ~~1 with Car or Van~~
- ~~Call times for runner will be advised in advance.~~

Per Advance
All production has been advanced with production manager

Per Advance
was amended

all changes accounted 4/27

BAND & CREW TRANSPORTATION: *Call to advance local ground needs - Artist to supply own hotel and air.*

PURCHASER: ~~To provide and pay for (10) First Class & (8) Coach airfare or buyout & First class hotel accommodations in the form of (1) suite & (17) single rooms for the duration of your event or a buyout.~~

PURCHASER shall also provide all necessary transport to and from airports, hotels and venue.

EMERGENCY MEDICAL ASSISTANCE: *Medical will be provided - All production has been advanced with production manager.* The promoter is responsible for providing necessary medical and emergency staff, facilities, transportation and equipment at the venue to handle any medical problems that might arise from the Load in to the Load out.

If show is at or above Altitude, we will require oxygen for the Kelly Clarkson staff.

~~While the Production team is in your city the Promoter must have available and on 24-hour call:~~

~~A Medical Doctor, a Dentist, a Throat & Voice specialist and a Chiropractor.~~

~~These professionals do not have to be present at the venue, however the Artist or Staff may require their services. Of particular importance is the availability of the best Voice Specialist of your area. It would also be appreciated if you could make available the services of a massage therapist.~~

PERMITS AND LICENSES: It is the responsibility of the Purchaser to obtain any licenses and/or permits necessary to allow us to use our entire production and have a performance at the venue.

~~There must be no curfews or sound limits imposed without our prior knowledge and agreement. We must be informed at least one month in advance of any such circumstances. You must have our approval in writing before we will comply with any such restrictions or curfews.~~ *All production has been advanced with production manager.*

TOWELS: You must provide Forty Eight (48) clean bath towels for the use of the Kelly Clarkson production crew. Twenty (20) of these towels must be BLACK. These towels must be available from the beginning of the Load in until the end of the Load out.

SANITARY FACILITIES: You must provide adequate toilet facilities to all backstage areas for the exclusive use of the Kelly Clarkson production crew. ~~Fresh water for washing and showers with hot water must be convenient to back stage areas.~~ Where showers are not readily available at the backstage area, you must make arrangements to provide showers and transportation to them after the performance. You may need to book 4 nearby hotel rooms for this purpose. You must be sure to have plenty of large waste bins placed throughout the backstage area.

All production has been advanced with production manager.

CATERING:

BREAKFAST: *All production has been advanced with production manager.*
TO BE AVAILABLE AT THE BEGINNING OF LOAD IN.

This will be a cereal and cooked breakfast (not fast type food) to be ready from the Rigging call. Breakfast should include:

SELECTION OF JUICES (ORANGE, APPLE, CRANBERRY,)

SPRING WATER

TEA, COFFEE

MILK

TOAST, MUFFINS & DONUTS (AND TOASTERS AVAILABLE)

all changes accepted 4/22

ASSORTED FRESH FRUIT
EGGS, BACON, HAM TO BE COOKED TO ORDER
SELECTION OF CEREALS
A FULL ASSORTMENT OF CONDIMENTS
ADEQUATE CUPS, PLATES, UTENSILS AND NAPKINS (TO BE METAL SILVERWARE AND CHINA PLATES)

This is for the KELLY CLARKSON CREW only.

LUNCH: (time to be determined) - All production has been advanced with production manager.
To be ready for one 1:00PM
Cold deli type food for ten (10) people to make sandwiches.

SOUP OF THE DAY (Tomato Basil, Chicken Noodle, French Onion)
ASSORTED BREADS
ASSORTED SALADS
SELECTION OF SALAD DRESSINGS
FRESH FRUIT
SPRING WATER, MILK, SODAS,
MAYONNAISE, BUTTER, MUSTARD KETCHUP ETC.
PLATES, CUPS, UTENSILS, NAPKINS, ETC.

DINNERS:

To be ready to be served at 6:00 pm in a clean, well-lit, suitable location (may be determined on show day). Please provide at least four (4) vegetarian meals each day a total of Twenty (20) meals total. The following is a guide only. We would welcome suggestions from your caterers. Take away "fast food" WILL NOT BE TOLERATED. FOOD TO BE SERVED ON CHINA PLATES AND METAL SILVERWARE AS STATED THIS IS A FOOD GUIDE ONLY.

SUNDAY: FISH (Salmon, Swordfish, Halibut) rice, green peas, carrots, hot rolls and butter, tartar sauce, mixed salad and a dessert.

MONDAY: ITALIAN DINNER consisting of two entrees (e.g. cannelloni, lasagna, ravioli, penne arrabiata) hot French, garlic bread, butter, mixed salad & a dessert.

TUESDAY: FRIED OR BARBECUED CHICKEN (not Kentucky or other fast food type chicken) mashed potatoes, gravy, corn on the cob, carrots, hot rolls and butter, mixed salad and a dessert.

WEDNESDAY: BROILED THICK CUT PORK CHOPS, two mixed vegetables, scalloped potatoes, cornbread, butter, mixed salad and a dessert.

THURSDAY: MEATLOAF, macaroni cheese, beef stroganoff, zucchini, brussel sprouts, bread and butter, mixed salad and a dessert.

FRIDAY: ROAST TURKEY DINNER, mashed potatoes, candied yams, creamed spinach, stuffing, hot rolls and butter, mixed salad and a dessert.

SATURDAY: CHAR BROILED NEW YORK STEAK, baked potatoes, sour cream, butter, carrots, broccoli, hot rolls and butter, mixed salad and a dessert.

all changes recorded 1/22/22

WITH EACH DAYS DINNER PLEASE INCLUDE salt, pepper, assorted salad dressings, appropriate sauces, condiments, an ample supply of napkins, Three (3) gallons of milk, Two (2) gallons spring water, and assorted sodas.

ALL STAGE (stage only) COOLERS WILL BE PROVIDED BY PURCHASER AND SHOULD BE EMPTIED BY CATERING STAFF UPON END-OF-SHOW.

Production Office: Time: (10:00-am) (To be advanced)

(2) 6 packs of bottled spring water (8 or 12 oz) individual servings
(12) dozen Bath Size towels with 12 bars of Ivory soap

Stage Drinks: Time: (6:00-pm) (To be advanced)

Coolers will be provided by PURCHASER for Stage Drinks

All production has been advanced with production manager.

~~Handwritten scribbles~~

One case of bottled water at room temperature should be delivered to the stage manager for band and general use

Location: (Stage LEFT - Monitor Area)

Kelly Clarkson Cooler # 1: Room Temperature

(12) Disani water
(12) bottled spring water (8 or 12oz. Servings)

Kelly Clarkson Cooler # 2: Iced Down

(8) assorted Gatorade in 16oz. Bottles
(6) local premium-beer
(1) bottle of red-wine
(6) Disani Water
(2) Coca-Colas
(2) Sprite

See University Addendum #17 has amended
~~per advance~~

Location: (Stage RIGHT)

Kelly Clarkson Cooler # 3: Room Temperature

(12) Gatorade
(12) Disani Water
(12) bottled spring water (8 or 12oz. Servings)

Kelly Clarkson Cooler # 4: Iced Down

(8) assorted Gatorade in 16oz. Bottles
(6) local premium-beer
(1) bottle of red-wine
(6) Disani Water
(2) Coca-Colas
(2) Sprite

See University Addendum #17 has amended
~~per advance~~

Location: (Front of House Mix Area - Audio/ Lighting)

FOH Cooler: Iced Down

(1) 6 pack of Gatorade (green) sport bottles

all changes corrected 4/22

- (1) 6 pack of Diet Coke
- (1) 6 packs of bottled spring water (8or 12 oz)
- (1) 6 pack Coke

(DRESSING ROOM 1)
(KELLY CLARKSON)

- 18 Bottles of Disani Water ROOM TEMP
- Hot Water (No tea or Coffee just hot water please) (1 Hot water kettle) WHICH INCLUDES spoons, napkins, NON STEREOFOAM CUPS
- 4 Real Coffee Mugs
- Honey
- 4 Lemons

PLEASE INITIAL

- ~~Cutting Board & Knife~~
- ~~2 Packets of Sugar Free Gum~~
- ~~6-Nice Bath Towels~~
- ~~4-Nice Hand Towels~~

Handwritten notes:
 All production has been advanced with production manager.
~~PER ADVANCE~~

(DRESSING ROOM 2)
(KELLY CLARKSON BAND)

- 1 Large basket of assorted whole fresh fruit with berries & grapes (Washed Please) (Uncut Fruit)
- 4 Assorted bags of leafy greens (spinach, Kale, swiss chard)
- 6 Avocados – Organic
- Cilantro – Organic
- Parsley - Organic
- 6 Tomatoes – Organic
- 1 Onion – Organic
- 2 Lemons – Organic
- Raw Almonds – Not Salted or Canned
- Raw Cashews – Not Salted or Canned
- Pistachios – Not Salted or Jar
- Pine Nuts
- Cold Pressed Olive Oil
- Raisins
- Fresh Bakery Baguette Bread
- Coffee Set Up to Make Coffee
- Bag of Starbucks Dark Roast Coffee
- 1 Bag of raw sunflower seeds

Handwritten note:
 All production has been advanced with production manager.

~~1 Juicer set up with a large basket of assorted vegetables (beets, celery, carrots, ginger, garlic, cayenne)~~

PLEASE INITIAL

- ~~1 Bottles of a GOOD red wine (Jordan, Zinfandel, Malbec, Merlot)~~
- 6 Wine glasses
- 24 Bottles of Fiji water

Handwritten notes:
 All production has been advanced with production manager.
~~PER ADVANCE~~

- 6 Perrier (Small Bottle Water)
- 1 bowl of hummus and a packet of pita bread
- Assorted Cheeses (Gouda, Aged Cheddars etc) & Crackers for (Cheese plate set up)
- 2 Large bags of Tortilla Chips
- 1 Bag of Pretzels
- 1 Bag of Salt & Vinegar Chips (Lay's Stax Preferred)
- 1 Large jar of salsa (medium)
- 12 assorted granola bars
- 6 Packets of assorted sugar free gum
- 2 packs of Big Red Gum

~~Per advance~~

~~12 Cans of Local Premium Beer with 3 cut limes~~

- 1 Jar smooth peanut butter
- 1 Jar of Jelly

1 Loaf of white bread

ease
litia

~~cutting board and knife~~

~~SET FOR ADVANCE~~

3 Real Coffee mugs

Full Tea (Assorted Tea's) & Coffee Service Set Up - NO STEROFUAM CUPS, Spoons, Napkins, Honey, Sugar, Lemon, HOT CUPS etc.

~~WHEN BAND GOES ON STAGE FOR THE SHOW - PLEASE PUT FRESH ICE ON BEER & COLD DRINKS IN DRESSING ROOM!~~

~~Per advance~~

12 Bath Towels

Local Newspaper

DRESSING ROOM :3
KELLY CLARKSON SINGERS

- 1 Hot water kettle
- 12 bottles of Fuji water
- 2 Mugs
- 2 Wine glasses
- 1 Jar of honey
- 1 Box of celestial tea
- 1 Box of green tea
- 1 Bottle of Chardonnay
- 4 Diet Cokes on Ice
- 6 Fresh lemons
- 1 Cutting board w/ sharp knife
- 1 Plate of assorted cut fruit.
- 1 Plate of assorted cut vegetables w/ Ranch Dressing
- 1 Bowl of humus
- 1 Wheat loaf of bread
- 1 Jar of Crunchy peanut butter
- 1 Jar of Jelly
- 3 Packets of sugarless gum
- 12 Large cups

~~Per advance~~

all drinks accounted for

University Of Arizona, Arizona Stadium Technical Rider Addendum

To: All Acts To Perform April 29th, 2009 at Arizona Stadium, Tucson, AZ.
From: Production Manager & Designer, Pat Ibbotson, Consulting On Behalf of the University of Arizona
CC: The University Of Arizona Concert Planning Staff & Administration.

Forward:

Due to the unique requirements, rules, restrictions, available technical ^{required} space, and time limitations involved with performing at Arizona Stadium; The following edits are ~~made to~~ all Artists' technical riders & contracts as a necessary component of a successful show. All Artists should be assured that every effort will be made to accommodate their specific needs in a professional manner to the highest standards. This show is listed as "festival billing", located on The University Of Arizona Campus, ~~and carries with it the expectation and necessity of general flexibility on and off the stage.~~ Please take a moment to review all of the conditions and stipulations made herein as we work towards the best show possible.

1. General Disclosed Restriction:

Due to the proximity of this stadium to residential neighborhoods, and the necessary sound system involved to cover the estimated 17,000 attendees, The University of Arizona reserves the right to control the overall volume of the performance. It is acknowledged that this is a concert, the students want a great show, and it is expected to be generally loud. Therefore, every step possible will be taken so as not to interfere with Artist's engineer but this right must be reserved.

2. Climate Considerations:

Due to an average rainfall in Tucson, Arizona in April of a third of an inch, as well as the general dimensions of the seating vs. the only available location for the stage not having sufficient room for ballasting, no roof system will be utilized for this show. The University of Arizona ^{will} secure ~~inclement weather insurance~~ Mix positions will have temporary tents during the daytime with the FOH tenting being removed prior to doors opening. Tarps/Plastic/White Drops will be provided in sufficient qty for equipment along with sufficient crew to set and remove them. Should temperatures exceed the expected averages in April, sound checks will be moved to earlier in the day, with the stage "going dark" during the afternoon hours. Sunset is approximately 7pm.

3. Venue Access & Schedule:

All Artists & Artists' technicians will be provided with a schedule outlining their load in, line checks, (sound checks if applicable) & performance times ^{at least two (2) weeks} in advance of the show. As acts are still being added to the festival's billing this schedule is not complete. Artist crew & equipment can expect a call time of approximately one hour prior to their expected line or sound check or as per final advance. (Snd/Line Checks are estimated to begin at 11am, with Doors Opening at 5pm.)

and provide
Artist with
a copy of
such
documentation

with Artist approval

University Of Arizona: Artist Technical Rider Addendum. (Cont'd)

4. Crew: -Per Artist Rider

The University Of Arizona will be providing and paying for professional stage hands, student workers, as well as a first class engineering support team from each of the respective technical supplier's onsite in sufficient quantity to execute the T&A schedule and general plans.

Note: ~~Disrespect of any member of The University of Arizona Staff, Student Workers, Crew, Stagehands, etc. will not be tolerated.~~ If there is a rare issue, it is expected that it will be handled in a professional manner and discussed with the Production Manager.

STET

~~The University of Arizona Staff, Student Workers, Crew, Stagehands, etc. will handle it~~

5. Staging: -Per Artist Rider

Final stage design is still tbd, however at a minimum; A professionally built, level & safe, 42' wide x 36' deep x 5' high performance stage will be provided. Additional wing space will be provided on the downstage edge for PA stacking. Dead case storage, backline world, and monitor control will be located at near ground level due to sight lines at this venue. Ramps will be provided for easy access.

6. Backline: -Per Artist Rider

For those Artists who are flying for this performance, backline arrangements will be secured by the University. While we will make every effort to avoid any crossovers, it may be necessary (though unlikely) to share some backline items, riser positions etc. Backline storage and tech world for any act not performing will be located offstage left at ground level. (Ramps will be provided for easy access)

STET

7. Monitors: (Console-PM5D) -Per Artist Rider

Monitor control for all Artists will be stage right at ground level. Biamped monitor cabinets, side fills & drum fills in sufficient qty and with all necessary amplification and processing to satisfy all riders will be provided. Monitor cabinets may need to be moved in between sound checks/sets etc to accommodate another act. Monitor world will be shared between all acts, as such; minimal space will be available for supplementary equipment. Please have your engineers advance what equipment (in ears, console etc) they may be bringing with them so that we can make the appropriate arrangements.

8. FOH: (Console-PM5D) -Per Artist Rider

FOH control for all Artists will be located approximately 80'-100' from the downstage edge as close to center as the venue will allow and approximately 16'x16' in total area. The mix position & support equipment will be shared between all acts, as such, minimal space will be available for supplementary equipment and your flexibility is appreciated. Please have your FOH engineer advance what equipment (console etc.) they may wish to bring in as space will be limited.

changes accepted 1/22

University Of Arizona: Artist Technical Rider Addendum. (Cont'd)

Purchaser shall 9. Stage Plots: ~~Per Artist Rider~~

Every effort will be made to accommodate Artists standard stage plots and layouts. Due to this show being festival in nature and with limited available space, the stage will be active with multiple sets of equipment. A stage manager & crew will be present to ensure the safety of all equipment as well as the proper movement, setting and resetting of any instruments, gear as necessary.

STET
see

10. Input Lists: ~~Per Artist Rider~~

A festival style input list and patch will be developed and sent to artist engineers during advance that takes into account the complete needs for all Artists performing.

11. Lighting: ~~Per Artist Rider~~

A professional lighting with pro-crew tailored to the specific & unique needs of this show will be provided. Details to be finalized but LED ground row face lighting, outdoor rated moving lights, onstage/offstage truss towers and followspots will be utilized. If you are traveling with an LD-Board op please have them advance with Production Designer.

12. House Lights: ~~Per Artist Rider~~

Arizona Stadium is a football venue with non-dimmable house lights. If budget permits we will make every effort to bring in dimmable house lighting. In addition, restrictions governed by the office of The State Fire Marshall may make it impossible to conduct complete venue blackouts. The University of Arizona reserves the right to set the appropriate and safe lighting levels for the safety of all attending.

13. Rigging: ~~Per Artist Rider~~

No rigging or overhead grid of any kind will be available for this show.

14. Pyrotechnics: ~~Per Artist Rider~~

Pyrotechnic devices of any kind may *only* be used with the expressed written consent of The University Of Arizona & The Office Of The State Fire Marshall. Requests for the use of any such devices must be in writing and received no later than April 1st, 2009. Requests must be complete with all technical specifications, Federal Material Safety Data Sheets and a complete intended use plan.

STET
NA
15. Exceptions: ~~Exceptions and alterations of any kind need to be authorized in writing by The University Of Arizona's Production Manager.~~

16. All Technical concerns and questions regarding this show should be directed to:

Pat Ibbotson, Production Manager & Designer
Consulting On Behalf Of The University Of Arizona
Member I.A.I.S.E 8 & 200, Member U.S.I.T.T
patibbotson@comcast.net 610.329.5855 (cell)

changes accepted 4/1/09

UNIVERSITY ADDENDUM

The following terms are added to and form a part of the attached Contract.

1. NON-DISCRIMINATION - The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.

2. ARBITRATION The parties agree that any dispute arising under this agreement involving the sum of \$50,000 or less in money damages only shall be resolved by arbitration pursuant to the Arizona Uniform Arbitration Act. The decision of the arbitrator(s) shall be final.

3. ~~CONFLICT OF INTEREST~~ - ~~The Arizona Board of Regents may, within three years after its execution, cancel this Contract without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract while the Contract or any extension hereof is in effect.~~

STET
red

4. Artist agrees to not give a public performance within a 150-mile radius of the Tucson metropolitan area forty-five (45) days before the University of Arizona event. No performance after the event within the above radius may be announced, go on sale, be advertised for, or otherwise made public until the day after the University of Arizona event.

public

5. FORCE MAJEURE - Neither Artist, Producer nor Purchaser shall be liable for failure to appear, present or perform if such failure is caused by or due to the disability, illness or accident of Artist, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption in or delay of transportation service, or any cause beyond the reasonable control of the parties, rendering performance impossible, infeasible or unsafe. In the event Artist is unable to perform due to illness, disability or accident, Purchaser shall have the right to demand medical documentation verifying same. In the event of cancellation for reasons due to force majeure, the parties will use their best efforts to reschedule the performance at a mutually agreeable date and time within a reasonable time period following the cancellation. ~~Notwithstanding the foregoing, if Artist is ready & willing to perform, purchaser shall pay Artist the full amount of the guarantees set forth in this agreement.~~

see CAP
Additional
Terms &
Conditions

STET
red

6. BREACH - If either party cancels its performance, except for reasons due to force majeure or uncured, material breach by the other party, the non-breaching party shall have the right to seek its damages (including, without limitation, its out of pocket expenses) against the breaching party.

discuss
reschedule

7. INSURANCE The parties recognize that the Arizona Board of Regents participates in the Arizona State Risk Management Program, and any liability of the State of Arizona resulting from any negligence of its employees shall be governed by Arizona's self-insurance statute A.R.S. § 41-621.

STET
red

8. Shpantz Inc. /s/ Kelly Clarkson shall provide and maintain insurance applicable to this event as follows:
a. Commercial General Liability in the amount of \$1,000,000 (each occurrence)
b. ~~Comprehensive Automobile Liability in the amount of \$1,000,000 (each occurrence)~~
c. Workers' Compensation as required by statute

STET
red

Upon signing of this agreement and prior to the event, Shpantz Inc. will furnish certification of such coverage, which names the Arizona Board of Regents on behalf of the University of Arizona and the State of Arizona as additional insured.

upon
signature

changes accounted for

9. INDEMNIFICATION AND HOLD-HARMLESS CLAUSES Arizona Revised Statute § 35-154 prohibits persons from incurring obligations against the state for which funds have not been appropriated or allocated. Arizona Attorney General's Opinion 67-36-I. interprets this statute to prohibit the state and its agencies from agreeing to hold harmless or indemnify third parties. The University shall be liable for claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

10. TAX - In the event that the relationship created between the parties under this agreement, or any services rendered hereunder, or any other aspect of the relationship, gives rise to any tax responsibility, including income and similar taxes, payable to any state or any political subdivision of the federal government, such obligations will be the responsibility of the party who has the legal obligation to collect, remit and/or pay such tax to the taxing authority.

11. CONTROLLED SUBSTANCES - Artist agrees to neither consume nor possess alcohol or any illegal substance at the place of performance. Damages if any to be determined by a court of law. *STEP*

12. AUDIT The Contractor agrees to keep all books, accounts, reports, files and other records relating to this contract for five (5) years after completion of the contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to Arizona Revised Statute § 35-214.

13. UNIONS - The Purchaser, as an instrumentality of the State of Arizona is not permitted to contract with, or be bound by, union rules, regulations or jurisdiction. However, the Purchaser does not discriminate against those holding union membership.

Per Contract Page
14. It is the policy of The University of Arizona, to permit the sale of souvenir programs, CD's, tapes, T-shirts, or other non-food items from one location on the main floor lobby. If souvenir programs, CD's, tapes, T-shirts, or non-food items are sold, the house commission shall be twenty percent (20%) on gross sales, less any tax, and paid in cash at the end of the performance. *80/20*

15. ATTORNEYS' FEES CLAUSES Arizona revised Statute § 35-154 provides that no obligation for which there is not an existing legislative appropriation and allotment is valid. The University does not have any existing appropriation or allotment for attorney's fees that may be imposed by contract. *100% to Artist CD/DVD*
However, the University may agree that this Agreement is subject to Arizona Revised Statute § 12-341.01 which states that in a contested action arising out of a contract the court may award the successful party reasonable attorneys' fees. *must be written for artist*

16. CONTRACTING PARTY The Contracting Party for the University is the Arizona Board of Regents for and on behalf of The University of Arizona. The University of Arizona is governed by the laws of the State of Arizona and therefore cannot agree to be governed by another State's law.

17. ALCOHOLIC BEVERAGES No alcoholic beverages shall be served at University events. No University funds may be used to purchase alcoholic beverages.

18. Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), Artist(s) and/or Artist's representative(s) certifies that it does not have a "scrutinized" business operation in either Sudan or Iran, as that term is defined in ARS §§ 35-391(15) and 35-393(12), respectively.

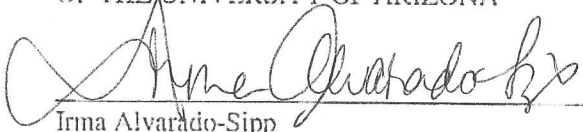
19. As required by Arizona Revised Statutes §41-4401 The University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal

changes accepted 1/22

immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors to provide the same warranties to the below entity.

SPBT
The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by the University. The University retains the right to inspect the records of the below entity, subcontractor and employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor who works on the Contract, to ensure that the below entity and each subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with such programs.

ARIZONA BOARD OF REGENTS ON BEHALF
OF THE UNIVERSITY OF ARIZONA



Irina Alvarado-Sipp
Contracts Administrator

Date: 4/23/09

ACCEPTED:


Producer

Date: 2 April 09

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