

SENT TO ARTIST: 10/30/14 AY

1503 17th Avenue South
Nashville TN 37212



SENT TO BUYER: 10/30/14 AY
Phone: (615) 321-6152
Fax: (615)-783-0974

Agreement made this date, Friday, October 24, 2014 by and between The Avett Brothers, Inc. (hereinafter referred to as Artist) and HSU Duzer Theatre (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:

ARTIST(S): The Avett Brothers AN EVENING WITH

VENUE: HSU Van Duzer Theater Humboldt State University
Phone: 707-826-3928 Fax: 707-826-5980 Production: Michael Moore Jr

CONTRACT #: 106835
Arcata, CA 95521
Ph: 707-826-4411

DATE(S): Mon. February 16, 2015

Artist to Perform one (1) show approx. 120 minutes in length.

TICKETS:	Quantity	Grs Price	Cmp/Kls	Deduct	Net Price	Discriptn
	300	@ \$32.00			\$32.00	Student
	512	@ \$65.00			\$65.00	Reserved

No. Days/Shws: 1 / 1
Load In: 12:00 PM - 1:00 PM
Snd Chck: 4:00 PM - 4:30 PM
Doors Open: 7:30pm
Showtime(s): 8pm
Onstage: 8pm
Curfew:
Ages:

GP: \$42,880.00 Capacities
Tax: Per Show: 812
Net: \$42,880.00 Total tks: 812

MERCH: Building Sell: Non-Rec 20 % Recorded 10 % Artist Sell: Non-Rec % Recorded %

TERMS: \$40,000.00 Guarantee

Flat IN-HOUSE SOUND, LIGHTS & PRODUCTION ALL PAYMENTS BY UNIVERSITY CHECK
PLUS Purchaser agrees to provide and pay for S&L and monitors to meet with Artist's specifications and approval.

ADDITIONAL PROVISIONS: Purchaser shall provide and pay for, as per Artist's specifications and approval, at no cost to Artist any and all rider requirements
ARTIST REQUESTS THAT CONCERT IS DESIGNATED AS A "NO-SMOKING SHOW"

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

OTHER ACT(S): none

PAYMENTS: No Deposit

Signed contracts and riders due by: November 1, 2014
Artist to be PAID IN FULL via University check on the day of the event.

~~All coverage monies are due Artist immediately following the performance herein via cash or certified cashier's checks only.~~
Artist's company check should be made payable to The Avett Brothers, Inc. YSW, Inc - MJA

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither New Frontier Touring nor its officers nor its employees are parties to this contract in any capacity and that neither New Frontier Touring nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

This contract shall not be binding unless signed by all parties hereto. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement, and shall be signed by all parties to this contract.

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

YSW, Inc.
f/s/o The Avett Brothers Fed ID #:
X Sed Avett
New Frontier Touring 1503 17th Avenue South
Nashville, TN 37212
(615) 321-6152 Fax: (615)-783-0974

HSU Duzer Theatre
Roy Furshpan
X
HSU - 1 Harpst Street
Arcata, CA. 95521
707-826-4411 Fax: 707-826-5980
CONTACT: Roy Furshpan 707-826-4411



Additional Terms and Conditions for Non-AFM Members
The Avett Brothers

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The parties hereto hereby acknowledge that the following additional terms and conditions are incorporated in and make a part of the Agreement between the parties hereto.

1. **Reproduction of Performance Provision**

PURCHASER shall not itself nor shall it permit others to record, broadcast, televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof.

2. **Merchandising Provision**

ARTIST shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts, hats, etc.) Posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject however to concessionaire's requirements, if any.

3. **Right to Likeness Provision**

ARTIST'S name or likeness may not be used as an endorsement of any product or service nor in connection with any commercial tie-up without ARTIST'S prior written consent.

4. **Termination Clause**

In the event PURCHASER refuses or neglects to provide any of the material items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to ARTIST by PURCHASER, and PURCHASER shall remain liable to ARTIST for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of PURCHASER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to ARTIST by PURCHASER and PURCHASER shall remain liable to ARTIST for the agreed price herein set forth.

5. **Sickness or Accident Provision**

In the event of sickness or of accident to ARTIST, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, or emergencies or any other similar or dissimilar cause beyond the control of PURCHASER, it is understood and agreed that there shall be no claim for damages by PURCHASER and ARTIST'S obligations as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, if ARTIST is ready, willing and able to perform, PURCHASER shall pay the full compensation hereunder, otherwise, the monies (if any) advanced to ARTIST hereunder, shall be returned on a pro-rata basis.

6. **Controlling Authority Provision**

ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including but not limited to the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right or may see fit to designate and change at any time the performing personnel. Provided ARTIST is ready, willing and able to perform at stated date and time, ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar beyond ARTIST'S control.

7. **Weather Provision**

Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, ARTIST'S determination as to performance shall prevail.



Exhibit A
Additional Terms and Conditions for Non-AFM Members
The Avett Brothers

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8. Cancellation Clause

Unless stipulated to the contrary in writing, PURCHASER agrees that ARTIST may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. ARTIST shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract within 10 days.

9. Independent Contractor Clause

It is agreed that PURCHASER signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof or otherwise.

10. Authority for Inconsistencies Provision

In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to ARTIST shall control.

11. Indemnification Clause

PURCHASER hereby indemnifies and holds ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against ARTIST or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of the ARTIST.

12. Dispute Resolution Provision

Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the State of Tennessee in accordance with the rules and regulations then obtaining of the American Arbitration Association governing panels. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

13. Conflict of Laws Provision

Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the PURCHASER to ARTIST hereunder. If there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, limited only to the extent necessary to eliminate such conflict. ARTIST agrees to comply with hall regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER.

14. Escrow Provisions

(Escrow Agent) acts herein only as the Escrow Agent for Producer and is not responsible for any act of commission or omission on the part of either PURCHASER or ARTIST. In furtherance thereof and for the benefit of (Escrow Agent), it is agreed that neither ARTIST or PURCHASER will name or join (Escrow Agent) as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of PURCHASER or ARTIST and the PURCHASER and ARTIST jointly and severally agree to hold the (Escrow Agent) harmless from and against any and all expenses, costs, actions, claims, or liabilities (including reasonable attorney's fees) which may arise in connection with the Escrow Agent's performance of its duties hereunder, except for the willful misconduct or gross negligence of the Escrow Agent. The Escrow Agent may act or refrain from acting in respect of any matter arising in connection with the Escrow Fund, shall have no duties or obligations other than as stated herein and shall be protected in acting upon any notice, certificate, or other communication, not only as to the due execution and the validity and effectiveness of its provision, but also as to the truth and acceptability of any information therein contained, which it shall in good faith believe to be valid and to have been signed or presented by a proper person or persons. The Escrow Agent shall not be bound by any notice, or demand with respect thereto, or any waiver, modification, amendment, termination, or rescission of this contract unless



Exhibit A

Additional Terms and Conditions for Non-AFM Members
The Avett Brothers

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in writing delivered to the Escrow Agent, and if the duties of the Escrow Agent are affected, unless it shall have given its prior written consent thereto. If at any time there shall be a controversy between PURCHASER and ARTIST with respect to the Escrow Fund, the Escrow Agent may upon notice to PURCHASER or ARTIST either (i) hold the Escrow Fund until otherwise directed by a written instrument signed by PURCHASER and ARTIST or by an order, decree or judgment by a court of competent jurisdiction which, by lapse of time or otherwise, shall no longer be or shall not be subject to appeal or review or (ii) deposit the Escrow Fund in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Escrow Fund in accordance herewith, the obligations of the Escrow Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this contract.

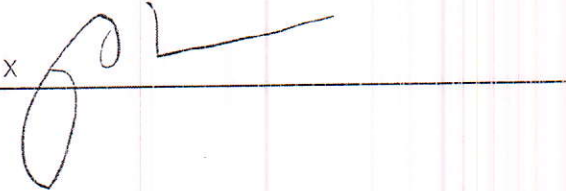
15. Assignment/ Transfer Provision

This contract (a) cannot be assigned or transferred without the written consent of PURCHASER, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this contract shall be governed by the laws of the State of Tennessee, regardless of the place or performance. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL. The terms "PURCHASER" and "ARTIST" as used herein shall include and apply to the singular, the plural and to all genders.

YSW, Inc.
f/s/o The Avett Brothers

HSU Duzer Theatre
Roy Furshpan

X 

X 

The Avett Brothers

Hospitality/Technical/Lighting Riders with Stage Plot

REVISED 8-8-13

Scott Avett – banjo/piano/vocals

Seth Avett – guitar/piano/vocals

Bob Crawford – bass/vocals

Paul Defiglia – keys/bass

Touring Musicians

Joe Kwon - cello

Mike Marsh - drums

PRE-SHOW CONTACTS:

MANAGER:

Dolphus Ramseur
Ramseur Records
6565 Foothills Lane
Concord, NC 28025

[REDACTED]

TOUR MARKETING:

(Promotional CDs, Posters, etc)

Dolphus Ramseur
Ramseur Records

[REDACTED]

TOUR MANGER:

Dane Honeycutt

[REDACTED]

MERCHANDISE:

Travis Hylton

[REDACTED]

BOOKING AGENT:

Paul Lohr
New Frontier Touring
1503 17th Avenue South
Nashville, TN 37212

[REDACTED]

SOUND ENGINEER:

Justin Glanville

[REDACTED]

[REDACTED]

Peter Schroth

[REDACTED]

The Avett Brothers Hospitality List

Updated 4/19/12 --- (Please no Styrofoam!)

- 1 small bottle of hand sanitizer
- 4 cases of bottled water (1-backstage 3 to the tour bus)
- 2 cartons of 100% fruit juices (1 fresh squeezed OJ)
- 1 bag of honeycrisp or gala apples
- 1 packet of napkins
- 1 box assorted plastic cutlery (forks, spoons, knives)
- 1 packet of paper bowls
- 1 packet of plastic solo cups
- 2 boxes of natural granola bars
- 1 small jar of chunky peanut butter
- 1 small jar creamy peanut butter
- 1 jar of natural jelly (grape or strawberry, locally sourced if possible)
- 1/2 lb each smoked turkey/ham/pastrami (no preservatives, or artificial dyes)
- 1 loaf 5 grain bread (locally sourced if possible)
- 1 package sliced cheese (cheddar or Swiss)
- 1 small jar of spicy mustard
- 1 small jar of real mayobaise
- 1 small carton of half and half
- 1 packet insulated coffee cups (No Styrofoam Please)
- 1 bag each of sun chips (original) and kettle chips(salt and vinegar)
- 1 box of cheezit or cheese crackers
- 1 box of triscuits or other wheat crackers
- 8 bottles of natural gatorade. (can be found at whole foods or equivalent, no artificial dyes, etc. if possible)
- 2 large cartons of plain coconut water
- 1 bunch organic Bananas
- 4 ripe organic avocados
- 1 bag banana granola
- 1 box of Honey Bunches of Oats
- 1/2 Gallon of Horizon Organic 2% milk
- 1 pack roasted cashews
- 1 bag pistachio nuts
- 1 bag walnuts
- 1 bottle nice red wine
- 1 bottle nice white wine
- 1 lb of whole bean coffee from a local coffee shop
- 1 fresh fruit tray
- 1 fresh veggie tray
- 1 cold cut tray
- 1 quart Fage greek yogurt
- 6 large bottles of sparkling water (san pellegrino or apolinaris)

INITIAL: _____

Regarding the proposed THE AVETT BROTHERS engagement in Arcata, CA on Sept. 9, 2014, this Letter of Agreement sets forth additional terms and conditions for said engagement and is hereby made part of the contract dated 5/19/2014 between THE AVETT BROTHERS (Artist) and Humboldt State University (Purchaser).

1. PAYMENT

a) All payments provided for hereunder shall be made in ~~certified company or cashier's check~~ ^{University check}. Any and all payments shall be made in U.S. currency unless specifically provided herein. Deposits shall be made in certified funds payable to New Frontier Touring. Balance due to Artist on date of engagement should be made payable to YSW INC. [redacted] in certified, company or cashier's check.

b) All payments shall be made as provided herein. In the event Purchaser fails to make payments at or before the time stipulated, artist shall have the right to withhold performance without prejudice to his rights hereunder.

c) Purchaser shall make all payments to Artist in a reasonably secured, private area that cannot be observed by anyone, neither staff nor audience.

d) Purchaser agrees to furnish the following items by the end of the performance:

1. Detailed box office statement outlining number of tickets sold at each ticket price level
2. All unsold tickets
3. List of names of all authorized persons who received complimentary admission to concert

2. TICKETS

a) Purchaser agrees to make ~~30~~ ¹⁰⁰ complimentary tickets available to Artist or Artist's representative, the unused portion of which may be placed on sale the day of performance with the permission of Artist or Artist's representative. If the Artist needs more complimentary tickets, it will be negotiated by Paul Lohr of New Frontier Touring.

b) Purchaser agrees to allot no more than 2% of total available seats as complimentary tickets (indoor events only).

c) Absolutely NO discounting of tickets, bundling packages, or "Groupon offers" etc. without prior written consent from management.

INITIAL: _____

3. PUBLICITY AND ADVERTISING

- a) Purchaser shall use only those photographs and publicity materials provided by Artist's representative for advertising and publicizing this engagement.
- b) All interview requests (television, radio, press) shall be arranged through Dolphus Ramseur
[REDACTED]
- c) Promotional CDs, photos, ad mats, etc, can be obtained from Dolphus Ramseur
[REDACTED]
- d) As a courtesy, we ask that Purchaser forward all tour clippings of reviews, publicity, advertising, and copies of posters to New Frontier Touring.
- e) SHOW POSTERS: The Avett Brothers often use a pre-selected graphic artist for their tour posters. All inquiries from local/regional graphic artists should be directed to Travis Hyton (travis@newfrontiertouring.com) for consideration and if necessary, final approval. No commemorative posters are to be made by the venue, promoter or any other entity without the written consent of the artist.

4. CONCESSIONS

Artist shall have exclusive rights to and full control in and about the venue of any and all merchandise bearing the artist's name and/or likeness, including but not limited to compact discs, and articles of clothing and souvenir photos. All receipts derived from sale of said merchandise shall belong solely to Artist. Purchaser will provide at least two tables for the sale of merchandise. If the venue capacity is 2,000 or more, buyer is to provide sellers at no additional cost to the artist. Purchaser will provide adequate lighting for the sale of merchandise. For all other questions regarding merchandise contact Travis Hyton
[REDACTED]

5. DRESSING ROOMS AND HOSPITALITY

a) Purchaser will provide at least two clean dressing rooms with bathroom facilities for Artist. Facilities to wash and dry hands are required. A hot meal for the band and crew (typically a total of eight (8), call Dane Honeycutt at [REDACTED] to confirm) shall be provided at least two hours prior to door time, consisting of an entrée, 2 vegetables, salad, and dessert served with all condiments such as bread, butter, dressing, etc. Please provide soft drinks, coffee, and water with meal. Also, assorted snack foods, sandwiches, and veggies are appreciated. A meal buyout of \$25.00 per person in lieu of a hot meal is acceptable. Please see attached hospitality rider for a list of additional items to provide.

6. ACCOMMODATIONS

a) Purchaser shall provide five double occupancy hotel rooms for band and crew at a clean, quality hotel such as Hampton Inn, Hilton Garden Inn, Holiday Inn Express, Marriott, Sheraton Hotel, Doubletree or Hilton Hotel. A hotel located within 30 minutes of the venue is preferred. Please make sure the hotel has the capability of parking a 45' tour bus with a 18' trailer and
- nym

INITIAL: _____

that the individual rooms do not have doors that lead directly to the outside (motel-style). Please guarantee the rooms for late arrival in the name of THE AVETT BROTHERS.

7. SPECIAL CONSIDERATIONS

a) Artist requests that venue must be complete smoke-free and publicized to its paid customers that this is a "non-smoking event."

b) RECORDING AND TAPING POLICY: NO RECORDING, BROADCASTING, FILMING, OR VIDEOTAPING OF PERFORMANCE IS PERMITTED WITHOUT THE PRIOR CONSENT OF THE ARTIST.

This includes personal taping from the soundboard. Recording of shows for personal use only is permitted provided copies are made available to Artist and Artist retains all rights to their use. Artist must approve tapings for airplay or simulcasts prior to the performance.

c) Artist reserves the right to approve any opening or support act.

d) When artist is traveling by air, purchaser will provide ground transportation to and from airport, hotel and venue. Ground transportation should be large enough to accommodate the number of members in the band and crew (8) with luggage and instruments.

e) ~~In the event that the Artist is traveling without instruments the following backline equipment must be arranged:~~

- No backline -*
- ~~1 quality 5-piece drum kit w/22" dark ride and 18" dark crash (Zildjan Custom K preferred)~~
 - ~~1 electronic keyboard with weighted keys (Yamaha preferred)~~
 - ~~1 quality upright bass w/bow (Kay or American Standard)~~
 - ~~1 Pearl or DW hi-hat stand with Zildjan Custom K dark top and bottom in addition to drum kit~~
 - ~~1 22" kick drum with DW pedal in addition to drum kit~~
 - ~~1 SVT Classic head and 8x10 speaker cabinet~~
 - ~~1 Fender Twin Reverb~~
 - ~~1 2x12 Orange Rockerverb 50~~

f) Purchaser agrees that Artist's length of time on stage shall not be less than the time(s) specified on the face of contract and that Artist has sufficient time over and above the length stated on the contract for an encore performance. If it becomes absolutely necessary to change the set length(s), please give the Artist as much advance notice as possible.

g) Purchaser shall provide reserved parking space for Artist's vehicle near stage or stage door entrance consisting of at least one 45' tour bus with 18' trailer. *→ The bus can park four blocks away or drop the trailer and park at the stage door.*

h) Purchaser shall provide reserved parking space for Artist's manager (Dolph Ramsey) if he is traveling in a separate vehicle. Tour Manager will notify you if this is the case.

INITIAL: _____

8. STAGE

In the event of an outdoor performance, Purchaser must provide a covered stage, which will protect the Artist from the elements, including bright sun, and/or rain and reasonably ensure the safety of the Artist and Artist's equipment.

9. DAY OF SHOW SCHEDULE

Please advance the show with Dane Honeycutt at least three weeks prior to date. Dane Honeycutt can be reached at 7 [REDACTED] and by email [REDACTED]. The day of show contact is also Dane Honeycutt. The schedule should follow this format if possible: the load-in should be six (6) hours prior to door time for the band, sound check should promptly follow load-in, and dinner two (2) hours prior to door time.


For instance, for an 8pm show the schedule would be as follows:

- Load-in: 1pm
- Sound check: 3pm
- Dinner: 5pm
- Doors: 7pm
- Opener: 8pm (play for 45 minutes)
- 30 minute changeover
- Avetts on-stage: 9:15 - 10:45

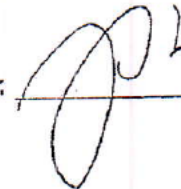
These are guidelines that we request, please advance the date and solidify the schedule with Dane Honeycutt.

10. SOUND EQUIPMENT/SPECIFICATIONS

See attached pages for technical specifications including, but not limited to, lighting, sound, and merchandise.

Artist:  Scott Arlett for
TSW, Inc.

Date: 6/5/14

Purchaser:  _____

Date: 5/20/14

INITIAL: _____

THE AVETT BROTHERS

Audio, Lighting, and Stage Specifications

2014

Tour Manager:

Dane Honeycutt

[REDACTED] [REDACTED]

Stage Manager:

Pete Schroth

[REDACTED]

Audio:

Justin Glanville (FOH)

[REDACTED]

John Adair (Monitors)

[REDACTED]

Lighting:

Pete Schroth (LD)

[REDACTED]

Dave Stover (L1)

[REDACTED]

The Avett Brothers

Audio Spec Sheet

*In house sound
and lights - ASM*

Under normal circumstances The Avett Brothers carry a monitor system and FOH console with all necessary power, cabling, stands, etc. This spec sheet is to be used as a basic guideline for those times when we are not carrying full-production. ALL audio must meet the basic requirements and cover all audience space effectively. The Avett Brothers audio engineer will do final approval.

Front of House:

A. Midas Pro6

B. Speakers: The speaker system should suit the venue and capable of producing 110 db at mix position at a min of 150ft or 50 meters from stage with +6 db of head room. Ratio of subs to Hi-paks 1.5-1

1. Martin MLA line array with MLA subs
2. V.dosc line array, with 2x18" subs
3. Meyer Leo, Mica, or Milo
4. DnB J-Series
5. L. Acoustics K1

C. Amplifiers:

1. Crest 8001 for hi- paks, 10001 for subs
2. Crown 3600 for hi-paks, Mac 5000 for subs
3. Lab Gruppen

D. Signal processing

1. XTA signal processor X-over network fully variable
2. Lake Contour signal processor
3. BSS signal processor

E. All cable i.e.: snakes, speaker, insert, MUST be in acceptable condition and approved by FOH engineer.

Monitor System & Stage

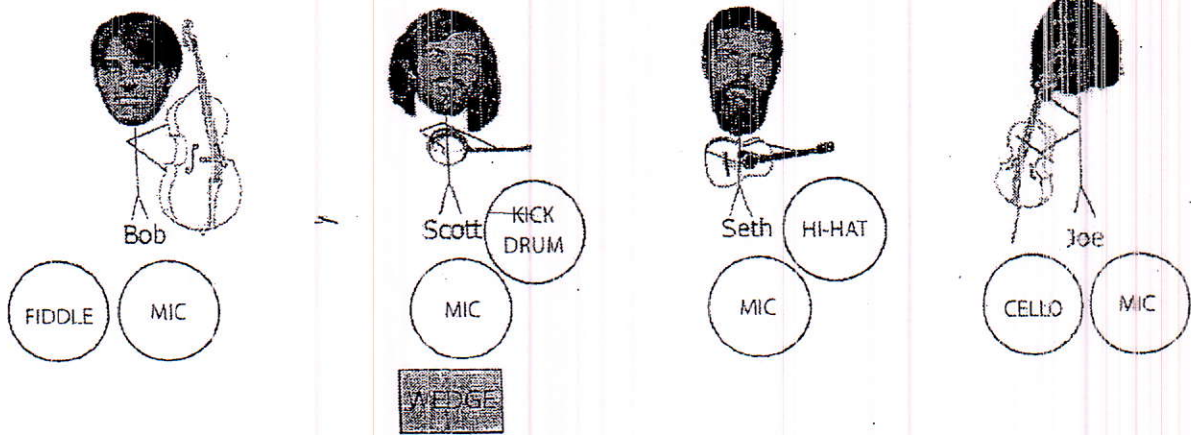
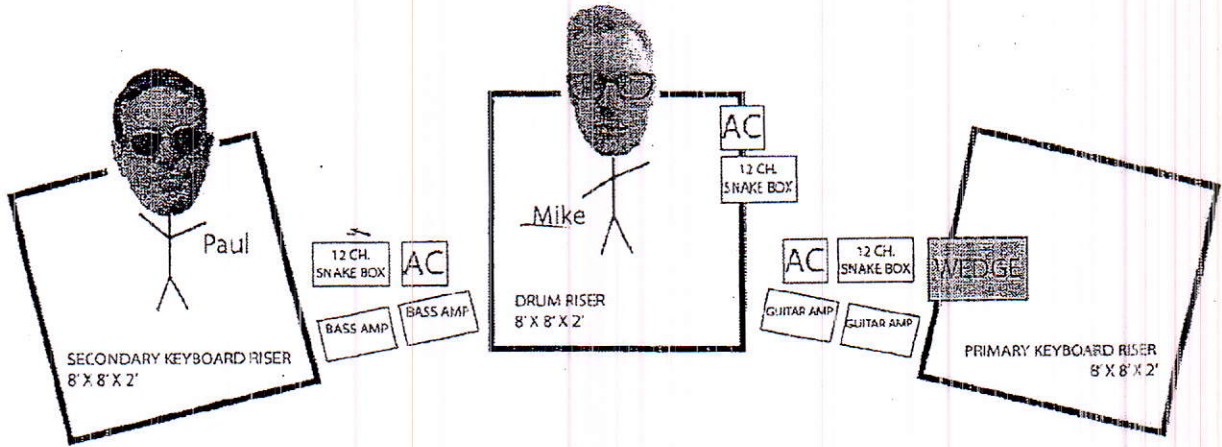
The monitor system MUST be of the highest quality available, able to produce 110 -115 db at center of stage plus 6-db headroom

- A. Console: Midas Pro6 with two Midas DL 431 mic splitters and one DL451, configured with 24 outputs.
- B. Wedges: We will need a total of 4 bi-amped wedges 1 on down stage edge, 1 at keyboard position, and 1 at monitor world, plus 1 spare. (Confirm position with John Adair)
1. L-Acoustic FM115
- C. Wedge Amps:
1. Crest 8001
 2. Crown 3600
 3. Lab Gruppen
- D. Monitor signal processor:
1. XTA 2 way signal processor for wedges
 2. BSS 2 way signal processor for wedges
- E. IEM: We carry Sennheiser 300 G3, 8 systems needed when we are not carrying
- F. Cable: ALL cable must be of highest quality and include all patch, insert, sub-snake, speaker, and is to be approved by Monitor Engineer
- G. Microphones: we carry.
- H. Microphone Stands:
1. 3 Z bars (Guitars)
 2. 10 LP Claws or 10 "D" clamps (Drums, B3, Bass Amp)
 3. 2 10lb triangle base tall booms (overheads)
 4. 10 regular telescoping boom stands
 5. 11 short telescoping boom stands
- I. Audio/ Band power: All Band power is to be based on 120v at 60 hz if this is not available then Transformers will need to be supplied. Neutral and Ground CANNOT be bonded and a proper cold water or ground rod must be used!!
With no more that .5v across neutral and ground at any time!
Please advise Production Manager of a possible situation

J. Band AC

1. Stage left riser will require 1 20-amp circuits 1 quad ac outlets
2. Stage right riser will require 1 20-amp circuit 2 quad outlets
3. Up stage center will require 1 20-amp circuit 1 quad outlets
4. Monitors will require all necessary ac to power monitor world
PLUS 2 aux 20 amp circuits.

THE AVETT BROTHERS SOUND SPECIFICATIONS



ALL SNAKE BOXES IN THE DOWNSTAGE AREA SHOULD BE HIDDEN OFF STAGE

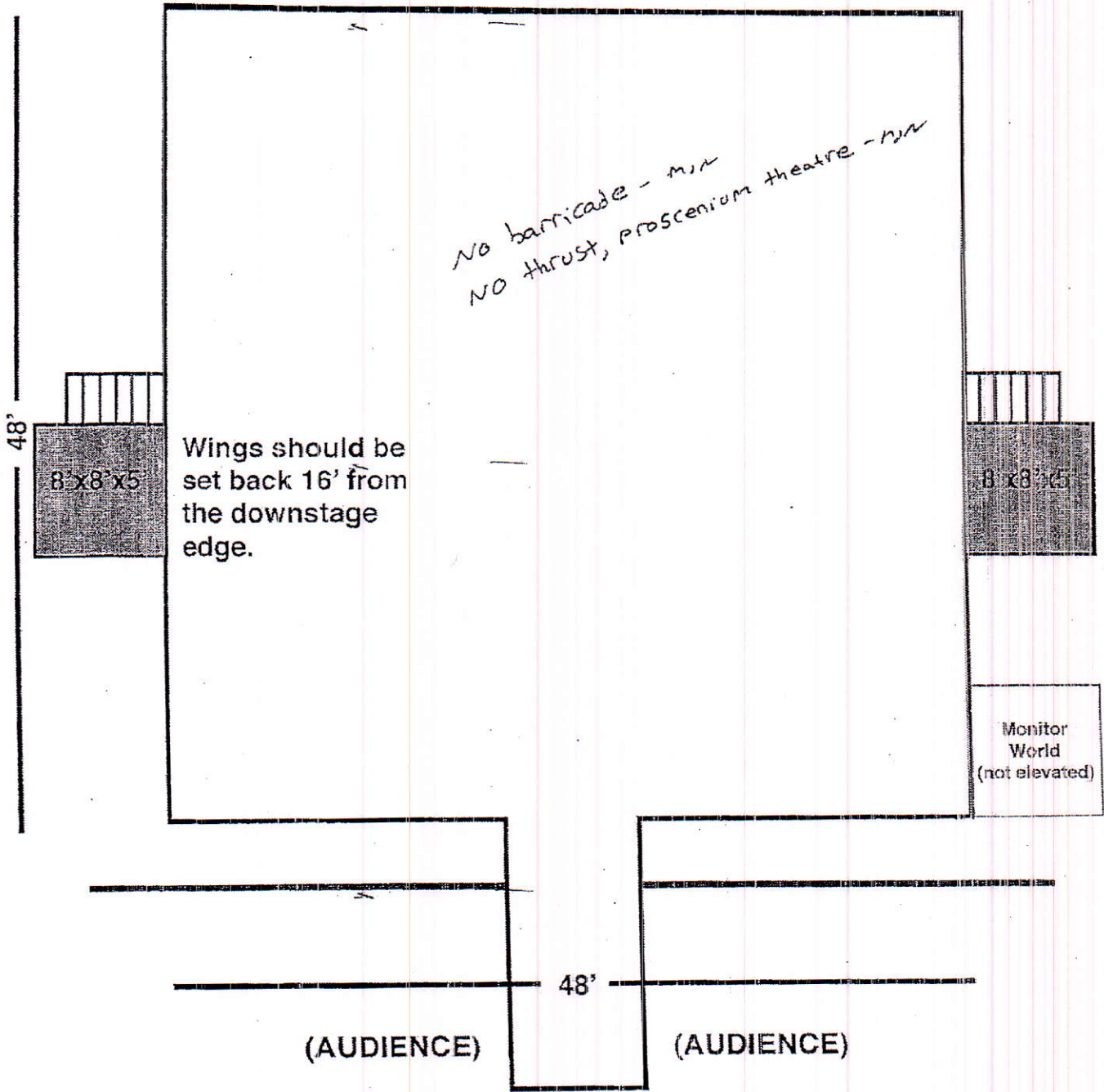
12 CH.
SNAKE BOX

(AUDIENCE)

Avett Input and Patch, Winter, 2014.xlsx

Channel	Name	Mic	Stand	Sub Snake
1	Kick in	SM-91		A1
2	Kick out	D6	Short Boom	A2
3	Snare top	SM-57	Claw	A3
4	Snare bot	Beta 57	Claw	A4
5	Hat	SM-81	Claw	A5
6	Floor 2	421	Short Boom	A6
7	Floor 1	421	Claw	A7
8	Rack	421	Claw	A8
9	SR OH	414	Tall Boom	A9
10	SL OH	414	Tall Boom	A10
11	Ride	SM-81	Claw	A11
12	Perc	SM-57	Short Boom	A12
13	Octopad L	DI		B1
14	Octopad R	DI		B2
15	DS Kick	Beta 52		D1
16	DS Hat	SM-81	Claw	D2
17	Upright Bass	DI		B3
18	Elec Bass	DI		B4
19	Bass Mic	421	Short Boom	B5
20	Leslie Lo	421	Claw	B6
21	Leslie Hi L	Beta 57	Claw	B7
22	Leslie Hi R	Beta 57	Claw	B8
23	Nord L	DI		B9
24	Nord R	DI		B10
25	Key L	DI		C1
26	Key R	DI		C2
27	Bob Fiddle	DI		B11
28	AC 1	DI		C3
29	Banjo 1	DI		C4
30	AC 2	DI		C5
31	El Gtr 1 L	SM-57	Z-Bar	C6
32	El Gtr 1 R	SM-57	Z-Bar	C7
33	El Gtr 2	SM-57	Z-Bar	B12
34	Tania Fiddle	DI		C8
35	Cello	DI		C9
36	Banjo 2	DI		C10
37	Banjo 3	DI		C11
38	Bob	SM58	Tall Boom	D3
39	Scott	SM-58 RF	Tall Boom	HR
40	Seth	SM-58 RF	Tall Boom	HR
41	Joe	SM58	Tall Boom	D4
42	Keys	SM58	Tall Boom	C12
43	Front Voc	SM-58 RF	Tall Boom	HR
44	DS Inst	SM-58 RF	Short Boom	HR
45				

STAGE SPECIFICATIONS



*No barricade - m.r.
NO thrust, proscenium theatre - m.r.*

41'9" 33'5" 3' - m.r.

Primary stage size is ~~48' x 48' x 5'~~ ^{41'9" 33'5" 3' - m.r.} plus the addition of 2 wings near the upstage corners and a thrust on the downstage center edge. Security barricade should bisect the thrust (shown in red). Stairs ~~should be placed as shown.~~ ^{m.r.}

The Avett Brothers

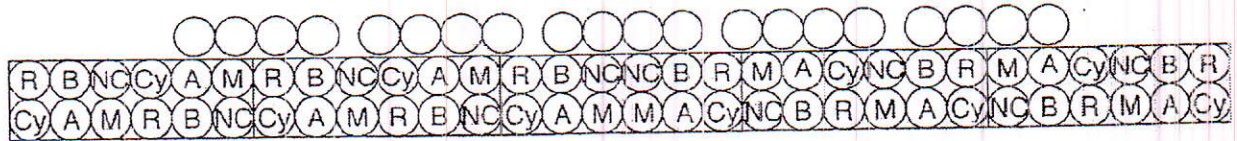
Lighting Spec Sheet

In house lighting - 5m

Promoter to provide the following:

- A. 1 empty black 20" PRT truss 50' long located 40' upstage of the downstage edge
- B. 60K PARs located 36' upstage of the downstage edge
- C. 1 empty black 20" PRT truss 40' long located 30' upstage of the downstage edge
- D. 1 empty black 20" PRT truss 40' long located 20' upstage of the downstage edge
- E. Twelve 19 degree lekos on a truss located 20' downstage of the downstage edge
- F. Power: 400 Amp 3-Phase Service & 200 Amp 3-Phase Service
- G. Backdrops: We like to hang multiple backdrops. If this event takes place in a theater with a rail system we will require an operator on the rail during the show.
- H. Haze: We have to have haze! If this is an issue please contact us immediately.
Please supply two 20 lb. non-siphon CO2 tanks to arrive no later than noon on the day of show for our hazers. Avett production travels with two MDG Atmospheres HO
- I. Thrust (arena shows only): 8' wide by 16' long at downstage center.
Should be placed after DS truss is flown past working height during the load-in.
- J. Full stage black (arena shows only): Please provide a house black at least 80' wide by 40' high to go upstage of the touring backdrop truss
- K. House lights: Since Avett Brothers production does not use spotlights, we do not carry intercom. We do have a com line in the DMX snake to FOH. Please provide a com station at FOH to communicate with the house lights operator.

STAGE LIGHTING SPECIFICATIONS



- R = L106
- B = L120
- A = L022
- M = L126
- Cy = L172
- NC = no gel

Upstage Truss = 60K

**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.

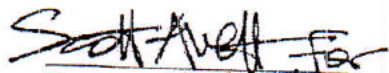
10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider AND TECHNICAL SPECIFICATIONS OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET. This rider is made an integral part of all agreements.

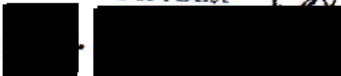
11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, the cost of backline equipment), or any equipment not listed as available in the Van Duzer Theater technical specifications packet, regardless of whether or not they are listed as 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.

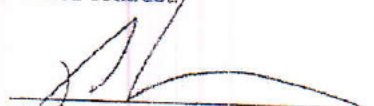
13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns,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

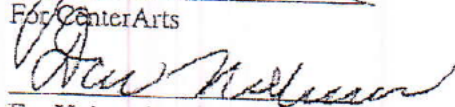
14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contract.)


For Artist YSAW Inc.


Tax ID/Social Security #

Updated: April, 2009


For CenterArts


For University Center