



ALL TECH MUST BE ADVANCED WITH ARTIST'S PRODUCTION MANAGER

06.30.14 1/2X

Document Number:

Agreement made May 19, 2014 between The Bad Plus, LLC (hereinafter referred to as "PRODUCER") furnishing the services of The Bad Plus (hereinafter referred to as "ARTIST") and Humboldt State University (hereinafter referred to as "PURCHASER")

It is mutually agreed 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 on the attached hereof entitled "Contract Rider."

1. PERFORMANCE DETAILS

Date(s) of Performance(s)	Showtime(s)	Length of show(s)	Merchandise rate
December 02, 2014	7:00pm 8:00 P.M. - 11:30	1 set @ 90 minutes	TBD during advancement. 80/20 - 10/10

2. PLACE OF ENGAGEMENT(s):

John Van Duzer Theatre  
Humboldt State University, Center Arts  
Arcata, CA 95521  
United States

IN-HOUSE SOUND, LIGHTS & PRODUCTION

ALL PAYMENTS BY UNIVERSITY CHECK

3. BILLING: The Bad Plus (100% Headline Billing)

CATERING MUST STAY WITHIN THE BUDGETED AMT

4. TICKET SCALING: (As detailed on Addendum A, if provided.)

Capacity: 862  
Gross potential: 21,550.00  
Ticket pricing: \$25 avg; \$5 student, \$35 general (season discounts of 10%-30% apply)

5. COMPENSATION: \$3,500.00 plus 85% of the gross box office receipts over \$15,668.75.

Split point is defined as verifiable show expenses plus 15% promoter profit. See attached Addendum A.  
Purchaser to provide and pay for two (2) nights hotel accommodations (to include three (3) singles), first-class sound and lights, hospitality (to include hot meal), backline and technical needs per Artist's rider. No additional media rights are granted within the terms of this agreement. Opening acts: none.

Artist fee is subject to 7% California state tax unless waiver or reduction is obtained by Artist. Purchaser will report any withholding to the California State Franchise Tax Board and will supply a copy of form 592B to Producer upon request.

If Accommodation and Travel arrangements are the responsibility of PURCHASER, they are subject to PRODUCER'S prior approval.

6. PAYMENTS:

- a. A deposit, in the amount of USD payable to ARTIST's agent, IMN by Bank Wire not later than
- b. The balance, in the amount of USD 3,500.00 payable to PRODUCER by University Check not later than December 02, 2014.
- c. Earned percentages, overages and/or bonuses, if applicable, are to be by WIRE immediately following the last show.
- d. In the event the FULL PRICE AGREED UPON to be paid by PURCHASER DOES NOT include percentages or overages, and the actual gross box office receipts from the engagement exceed the gross potential as stated in Paragraph 4, herein above, such amounts shall be paid in full to PRODUCER in CASH ONLY, immediately following the last performance.

Contract Rider and any Addenda attached hereto hereby made part of this Contract. Signed Contracts and Riders due to IMN: September 15, 2014. IMN acts only as Agent for ARTIST and assumes no liability.

IN WITNESS WHEREOF, the parties agree hereto.

by:

Humboldt State University  
Roy Fursman  
Centerarts  
Arcata, CA 95521  
United States  
PH:(707) 826-4411 / FX: (707) 826-5980  
rmf7001@humboldt.edu

by:

The Bad Plus, LLC  
Darryl Pitt

Return all signed contracts to International Music Network  
278 Main Street, Gloucester, MA 01930, USA

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

**Addendum A**

OFFER			
Artist: <b>The Bad Plus</b>	Show Date: <b>12/2/2014</b>	# of Shows: <b>1</b>	Type: <b>Split</b>
Venue: <b>John Van Duzer Theatre</b>	Offer Date:	Guarantee: <b>\$3,500.00</b>	Agent: <b>AM</b>
URL:	Revised:	Percentage: <b>85.0%</b>	Merch Deal: <b>TBD</b>

DEAL TERMS
\$3,500.00 plus 85% of the gross box office receipts over \$15,208.75. Split point is defined as verifiable show expenses plus 15% promoter profit. Purchaser to provide and pay for two (2) nights hotel accommodations (to include three (3) singles), first-class sound and lights, hospitality (to include hot meal), backline and technical needs per Artist's rider. No additional media rights are granted within the terms of this agreement. Opening acts: none.

TICKETS						
Description	Capacity	Kills	Comps	Total	Price	Gross
Average	862	0	0	862	\$25.00	\$21,550.00
Student	0	0	0	0	\$5.00	\$0.00
Mezzanine	0	0	0	0	\$0.00	\$0.00
Balcony	0	0	0	0	\$0.00	\$0.00
Other	0	0	0	0	\$0.00	\$0.00
Other	0	0	0	0	\$0.00	\$0.00
Other	0	0	0	0	\$0.00	\$0.00
<b>Per Show Totals</b>	<b>862</b>	<b>0</b>	<b>0</b>	<b>862</b>		<b>\$21,550.00</b>

Comp Breakdown		Deductions			
0	Headline Artist	Facility Fee	\$0.00	Per Ticket	\$0.00
0	Support Artist	Other	\$0.00	Per Ticket	\$0.00
0	Promoter	Tax One	\$0.00	Per Ticket	\$0.00
0	Venue	Tax Two	0.00%	Divisor	\$0.00
0	Promotion	Estimated Series Discount	0.00%	Ticket Total	0
0	Sponsor	Estimated Series Discount	0.00%	Ticket Total	0.00%
0	Other	Average Ticket Price =	\$25.00	Discount Total	\$0.00
				<b>Total Net Potential</b>	<b>\$21,550.00</b>

FIXED EXPENSES					
Item	Comments	Budget	Item	Comments	Budget
Support		\$0.00	Runners		\$75.00
Hotel	(two nights)	\$800.00	Security		\$500.00
Ground Transport		\$0.00	Ushers		\$0.00
Parking		\$0.00	Building Set-up		\$0.00
Catering		\$750.00	Equipment Rental		\$0.00
Dressing Room		\$0.00	Rent		\$725.00
Towels		\$0.00	Telephone		\$0.00
Backline		\$1,000.00	Utilities		\$0.00
Sound		\$1,500.00	Advertising		\$1,500.00
Lighting		\$750.00	Printing		\$0.00
Spotlights		\$0.00	Box Office		\$500.00
Production Mgr		\$0.00	Credit Cards	3%	\$500.00
Electrician		\$0.00	Currency Adjust		\$0.00
Stagehands		\$750.00	Front of House		\$350.00
Piano/Tuner		\$300.00	Van Rental		\$125.00
<b>Total Fixed Expenses</b>					<b>\$10,125.00</b>

VARIABLE EXPENSES							
Item	Rate	Comments	Budget	Item	Rate	Comments	Budget
ASCAP	0.0000%		\$0.00	Insurance	0.0000%		\$0.00
BMI	0.0000%		\$0.00	Ticket Printing	0.0000%		\$0.00
Other	0.0000%	SESAC/SOCAN	\$0.00	Ticket Commissions	0.0000%		\$0.00
Credit Cards	0.0000%		\$0.00	Other	0.0000%		\$0.00
<b>Total Variable Expenses</b>							<b>\$0.00</b>

PROJECTED ARTIST EARNINGS				
Total Net Potential		\$21,550.00	Guarantee	3,500.00
Total Expense plus Guarantee		\$13,625.00	plus	
Promoter Profit	15.0%	\$2,043.75	85.0% of Overage over Split Point	4,999.06
Split Point		\$15,668.75		
Potential Overage		\$5,881.25	Potential Walk Out	8,499.06

**NOTES**

Purchaser understands that Producer has relied on the above show expense estimate to establish a "Split Point" when appropriate and to determine Purchaser's total expenses for the "Percentage of the Net". Purchaser agrees to furnish Producer a final statement of Purchaser's actual expenses, including certified, bona fide bills for such expenses, on the date of performance, no later than the Producer specified time of settlement. If the final expenses and/or aforesaid bills total less than the amount of the estimated expenses given to Producer, then the "Split Point" or total expenses used to determine the "Percentage of the Net" will be reduced by the difference between the total estimated expenses and the total actual expenses. Unapproved expenses in excess of said estimate shall not increase the "Split Point".

by: \_\_\_\_\_  
Presenter

by: \_\_\_\_\_  
Producer

**THE BAD PLUS CONTRACT RIDER**  
2014-2015

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**ADDITIONAL TERMS AND CONDITIONS**

Please read this rider carefully. It is part of the attached contract for ARTIST. By signing it, you are agreeing to supply ARTIST with production and proper working conditions essential to a successful performance. Any material breach of the terms and conditions of this rider is a breach of the contract and may cause ARTIST to refuse to perform without releasing PURCHASER from his obligation to pay ARTIST. If ARTIST elects to perform notwithstanding a breach of this agreement by PURCHASER, the performance by ARTIST shall not constitute a waiver of any claim ARTIST may have for damages, or otherwise.

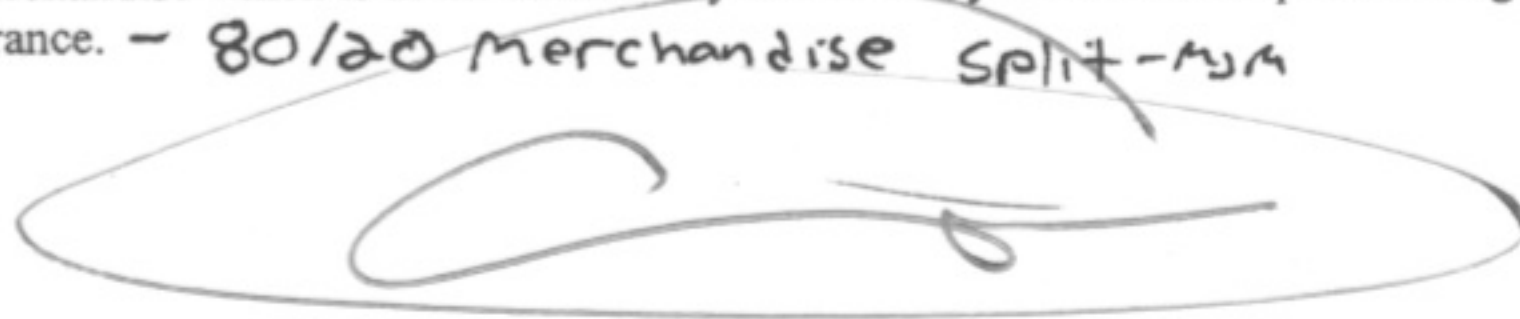
**A. BILLING AND PROMOTION:**

A1. Billing on all advertising and publicity must appear as follows:

**The Bad Plus (100%)**

**Note:** A bold sans-serif font is suggested for billing (a serif font is suggested for program title).  
**When listing the band members' names please list them in alphabetical order: Reid Anderson, Ethan Iverson, and David King.**

- A2. ARTIST is to receive 100% star billing on ALL publicity releases and paid advertisements, including without limitation: programs, flyers, signs, newspaper ads, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized by ARTIST or ARTIST's representative, in writing.
- A3. PURCHASER agrees to use the current biography and current images [available for download on [www.bighassle.com](http://www.bighassle.com) or [www.imnworld.com](http://www.imnworld.com)] for their promotional campaigns. No product, service, or publication utilizing the name or likeness of ARTIST may be produced, sold, or distributed without the prior written consent of ARTIST.
- A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotion or appearance without prior written consent from ARTIST or ARTIST's representative.
- A5. PURCHASER agrees that there will be no signs, banners or other advertising materials on or near the stage during the entire performance; nor shall any such advertising appear on tickets, flyers, handbills, or posters without the prior consent of ARTIST. ARTIST'S appearance shall not be sponsored by or in any other way associated with any political candidate or commercial entity.
- A6. In the event a tour (or concert) sponsorship is added at any time before or after contracting is completed, it is understood that the PURCHASER will make the best efforts to incorporate the tour sponsor's name, logo, and other requirements to any and all advertising henceforth.
- A7. ARTIST shall have sole and exclusive merchandising rights. PURCHASER is to provide, at no cost to the ARTIST, a well-lit, secure location with one eight foot table and three chairs for the sale of ARTIST's merchandise which is in the main lobby and is easily visible to the public using the venue's main entrance. - 80/20 Merchandise split - MAM



PURCHASER'S INITIALS

# THE BAD PLUS CONTRACT RIDER

2014-2015

- 10 - MJA
- A8. PURCHASER will make available ~~fifteen (15)~~ complimentary tickets per show to ARTIST for its sole use. Seats must be in preferred locations within the first fifteen (15) rows. ~~If place of performance is other than a theater, a preferred booth and/or tables for ten (10) persons must be available for each performance.~~ ARTIST will advise the box office no later than one hour prior to show time in the event of unused tickets.
- A9. ARTIST shall have the right to limit the number of free admissions authorized by PURCHASER. Seating for the PURCHASER comps should not be at immediate front of house.
- A10. There will be no change in ticket price or number of tickets sellable without the permission of ARTIST's representative.

## B. TRAVEL AND ACCOMMODATIONS

### GROUND TRANSPORTATION

- B1. Unless otherwise agreed to in writing, PURCHASER shall, at his sole cost and expense, provide ground transportation for ARTIST and entourage (up to four (4) persons total) with luggage and equipment, for all ground transport runs between the airport, hotel, and venue—including return transport to the airport. ARTIST will require one (1) luxury sedan and one (1) full-size SUV, or one (1) fifteen (15) passenger van. Please note that ARTIST travels with several large road cases and large amounts of personal luggage. ~~AT NO TIME CAN A CARRY ON INSTRUMENT BE PLACED IN ANY LUGGAGE HOLD OR CONTAINER.~~
- B2. PURCHASER's representative should meet ARTIST at baggage claim at a time to be determined in advance by ARTIST's representative. When meeting ARTIST, the PURCHASER's representative is to display a name card that reads: "BAD PLUS". It is requested that the driver(s) refrain from smoking, be alert, sober, and have comprehensive knowledge of the routes and area to be traveled. Audible alerts and sound systems in vehicles are requested to be turned off. If ARTIST is not met at the airport upon arrival, ARTIST has the option of hiring local transport to / from the hotel or venue, at PURCHASER's expense.
- B3. PURCHASER agrees to provide ARTIST's representative detailed directions to the place of performance. In those instances where PURCHASER does not provide ground transport, a list of recommended transportation services with contact info is to be provided to ARTIST no later than one month prior to the engagement.

### AIRLINE TRANSPORTATION

- B4. When contracted to provide air travel, PURCHASER is to provide up to four (4) coach tickets. Tickets are to be either S or Y class and transferrable, endorsable and upgradeable. In addition, for any flights associated with this engagement, any overweight and/or oversize charges will be at the PURCHASER's sole expense.
- B5. When PURCHASER provides air travel using coupons, vouchers or passes and the flight options are inconvenient, as solely determined by ARTIST's representative, ARTIST reserves the right to make other flight arrangements and either acquire such vouchers from PURCHASER for subsequent travel, or be reimbursed in full for the tickets acquired in the aforementioned classes of service. PURCHASER shall be responsible for any local, municipal or governmental air travel taxes and fees.

PURCHASER'S INITIALS

**THE BAD PLUS CONTRACT RIDER**  
2014-2015

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**HOTEL ACCOMMODATIONS**

- B6. When contracted to provide hotel accommodations, PURCHASER is to provide up to ~~four (4)~~ ~~single rooms with king size beds~~. Rooms shall be available for early check-in until the designated checkout time the day following the performance. Hotel shall be a 4-star or 5-star full service hotel and be no further than a 15-minute ride from the venue. Hotel shall be in a safe area of the city and, preferably, within walking distance to a fitness center, restaurants and shopping. PURCHASER shall *not* be responsible for any extra charges during ARTIST's stay. PURCHASER is to provide detailed hotel info to ARTIST no later than one month prior to the engagement or, in those instances where PURCHASER does not provide hotel accommodations, a list of recommended hotels with contact info is to be provided to ARTIST representative one month prior to the engagement.

3 single rooms -

Hotel should have at least Queen-sized beds

Ca

- Hotel Arcata or Red Lion in Eureka, CA

**C. PRESENTATION AND VENUE DETAILS**

- C1. A sound check will be required on the day of performance, following all equipment load-in and setup. Venue is to provide at least two (2) people to help load-in and load-out. After the stage is set and all equipment is in operating order, the sound check/rehearsal should last no less than one (1) hour during which time ARTIST shall have the exclusive use of the stage and sound facilities. After sound check, a rehearsal period lasting no less than one (1) hour shall occur with full sound. Sound check and rehearsal shall occur prior to the opening of the house - audience is not to be present during sound check or rehearsal. ARTIST shall have the sole and exclusive control over the production, presentation and performance of engagement hereunder.
- C2. PURCHASER shall not permit and will prevent:
- i. The recording, filming, taping, videotaping, digital recording or broadcasting of the ARTIST'S performance or any portion thereof without the ARTIST's written approval.
  - ii. The manufacture, distribution, and / or sale of any and all souvenir items associated with the ARTIST or performance without the ARTIST'S written approval.
  - iii. In the event that ARTIST's performance is reproduced in any way, without the written consent of ARTIST, PURCHASER shall immediately provide all such recordings (together with any and all masters, negatives, etc.) to ARTIST's representative.
- C3. No discrimination for reasons of race, religion, sex, age or country of national origin shall be permitted or authorized by PURCHASER in connection with the sale of tickets, admission, seating, or accommodation at the engagement.
- C4. ARTIST shall have sole and exclusive control over the production, presentation and performance in connection with the engagement, including the details, means and methods of the performance by the ARTIST and each member thereof, as well as the persons employed by the ARTIST in conjunction with said engagement. ARTIST's representative shall have sole authority in directing personnel operating all lighting and sound equipment in conjunction with this engagement.

PURCHASER'S INITIALS

## THE BAD PLUS CONTRACT RIDER

2014-2015

- C5. ARTIST reserves the right to approve other artist(s) appearing in conjunction with this engagement and the right to determine the length of their performance(s). PURCHASER agrees that any welcoming speeches, introductions, advisories or ceremonies must be agreed to in writing, in advance.
- C6. PURCHASER will supply a top-quality professional entertainment lighting system with a variety of colored gels, specials and a qualified lighting technician available from load-in throughout the performance. Three (3) no-color top light specials should be focused on the band (one for each band member) and parked at no less than 20% for the duration of the performances so that lighting changes will not affect the visibility of the performers. No fog, smoke or haze machines shall be used under any circumstances.
- C7. Purchaser will make every reasonable effort to assure the security of the ARTIST, the band, Artist crew and band equipment during all phases of ARTIST's presence at the performance site with respect to the venue and size. Accordingly, either the dressing rooms can be locked with keys provided to ARTIST's representative or a security personnel shall be posted nearby.

### D. DRESSING ROOMS AND HOSPITALITY

- D1. PURCHASER will provide one (1) clean, dry, well-lit, lockable dressing room where the climate can be controlled upon request. Dressing room is to be available two (2) hours prior to sound check and until one (1) hour subsequent to the conclusion of the engagement. Access shall be limited to the band and crew. The dressing room shall be within close proximity to the stage and away from a public area. ~~A copy of keys to the dressing room must be given to the ARTIST's representative upon load-in.~~ -MB

### CATERING

- D2. PURCHASER will provide ARTIST (at PURCHASER's sole cost and expense) the following items on the day of each performance scheduled for the exclusive use of ARTIST and ARTIST's representative:
- Up to four (4) hot meals after sound check, including two (2) vegetarian meals. If venue is not equipped to serve meals, ARTIST will accept an \$80.00 meal buyout (4 x \$20.00 = \$80.00).
  - For all dates outside of the USA and Canada, PURCHASER **WILL** provide the touring party with three (3) meals per day, including breakfast, hot lunch and hot dinner, for the duration of the tour including scheduled days off.
  - Constant supply of hot coffee, herbal teas and cream and sugar throughout sound check and performance (No instant coffee, please!).
  - Eight (8) liters of bottled highest-quality spring water; ~~Fiji or Evian preferred (no Dasani, please!)~~ -MB
  - Three (3) bottles of high-quality red wine. NO DASANI (C4)
  - One (1) large snack platter including baby carrots, bananas, apples, hummus, whole wheat pita, fresh olives, French-style baguette, extra-virgin olive oil, and a selection of artisan cheeses.
  - One (1) large bag of corn chips, and one (1) jar of quality medium salsa.
  - Napkins and non-paper flatware and silverware.
  - No candy or desserts, please!

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PURCHASER'S INITIALS

## THE BAD PLUS CONTRACT RIDER

2014-2015

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### E. PAYMENTS INSURANCE, LICENSES/TAXES, FORCE MAJEURE

- E1. All payments shall be made as provided herein. In the event PURCHASER fails to make any payment at the time stipulated—or breaches any provision of this agreement—ARTIST has the right to withhold performance without prejudice to further rights and remedies.
- E2. Guaranteed payments shall be paid to ARTIST prior to ARTIST's performance in cash only, in private.
- E3. **IN THE EVENT ARTIST IS PAID ON A PERCENTAGE BASIS**, PURCHASER agrees to deliver to the ARTIST's representative, INTERNATIONAL MUSIC NETWORK 278 Main Street Gloucester, MA 01930, at least two (2) weeks prior to date of performance a written box office statement and / or printer's manifest listing amount of tickets printed and sold at each price. On the day of performance, a written box office statement signed by the PURCHASER will be furnished to the ARTIST's representative prior to the conclusion of engagement. This statement will include the number of tickets printed and sold and at what price, the number of complimentary tickets distributed, the number of technical kills, the amount of allowable deductions and taxes as agreed to and stated in the contract, and the net sales after any allowable deductions.
- E4. A representative of the ARTIST shall have the right to be present in the box office prior to and during the performance and intermission periods, and such representative shall be given full access to all box office sales and shall otherwise be permitted to reasonably satisfy himself as to the gross gate receipts, (and expenditures if required) at each performance thereunder.
- E5. **PURCHASER will provide the box office statement to ARTIST's representative at INTERNATIONAL MUSIC NETWORK within one (1) week following the performance.** For engagements in the US and Canada, the statement shall be sent to Liz Bench at [Liz@imnworld.com](mailto:Liz@imnworld.com). Statements for engagements in all other countries shall be sent to Jen Chabot at [Jen@imnworld.com](mailto:Jen@imnworld.com).
- E6. In the event a ticket buy ("BUY") will trigger a milestone payment to the ARTIST (either a bonus or percentage) that is in excess of the BUY's cost, the BUY will automatically be instituted at the ARTIST's expense.
- E7. Insurance:
- i. Purchaser hereby warrants and represents that it has and will maintain in force a comprehensive general liability insurance policy with \_\_\_\_\_ licensed to do business in the State of \_\_\_\_\_. Policy No. \_\_\_\_\_ provides coverage of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate containing all broad form CGL extensions and Non-Owned / Hired Automobile Liability and \$5,000,000 Umbrella Liability insurance.
  - ii. Purchaser further warrants and represents that said insurance policy shall name ARTIST, its employees, agents, servants and contractors as additional insured parties for the full period of the engagement, including any rehearsal period and post production periods.
  - iii. All premiums for such insurance shall be paid on a timely basis by PURCHASER, who also hereby indemnifies and agrees to defend and hold harmless ARTIST and its employees, contractors and / or agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as

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PURCHASER'S INITIALS

## THE BAD PLUS CONTRACT RIDER

2014-2015

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a direct or indirect result of the engagement. PURCHASER shall also hold harmless ARTIST and its employees, contractors, and/or agents from and against any and all loss, damage and/or destruction occurring to its and/or its employees', contractors', or agents' instruments and equipment at the place of the engagement, including but not limited to, damages, loss or destruction caused by Act of God. The insurance liability of the ARTIST shall be limited only to claims from its employees and does not apply to the PURCHASER's employees.

- iv. The PURCHASER further warrants and represents that it maintains at all times, during the term of this agreement, Workers Compensation Insurance, including Employers Liability Coverage for its employees and others who are involved in the installation, operation and/or maintenance of the equipment provided by ARTIST, lighting suppliers and sound suppliers. The said certificates must be presented to the ARTIST's representative upon request.
- E8. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and ARTIST shall not be liable, in whole or in part, for any obligation that may be incurred by PURCHASER in carrying out any of the provisions hereof, or otherwise. PURCHASER warrants and represents that he / she has the legal capacity to enter into this contract.
- E9. This agreement may not be changed, modified or altered except by an instrument in writing by both parties. Any proposed additional terms and conditions, which may be affixed to this contract by PURCHASER, are not part of this contract until signed by PRODUCER. In the event this rider is made part of the PURCHASER's contract, and there exists an ambiguity between the stipulated terms in the two agreements, the terms of the ARTIST's rider shall prevail. This agreement shall be construed in accordance with the laws of The State of New York. 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 New York.
- E10. In the event the performance occurs outside of the United States, PURCHASER agrees to procure, at his sole expense, the necessary visas, work permits and other documents necessary, or usually obtained, to enable ARTIST to render its services hereunder. PURCHASER shall also be responsible for, and indemnify and hold ARTIST harmless from and against all local, municipal or any government taxes, fees or levies on all income earned by ARTIST while in the country or countries covered by this agreement.
- E11. If State, Local or Amusement tax is to be withheld for this engagement, PURCHASER must furnish ARTIST with an official state or city tax deduction receipt which cites the amount to be withheld.
- E12. ARTIST shall retain the right to cancel and / or postpone this engagement upon written notice to PURCHASER at least ninety (90) days prior to commencement of this engagement should ARTIST enter into a contract prior to such 90-day period for ARTIST's services in motion pictures and/or television.
- E13. ARTIST's obligation to perform shall be excused if ARTIST, or any group member or essential crew, is unable to perform as a result: illness or injury; detention resulting from inability to obtain reasonable modes of transportation; strikes or other forms of labor disputes; epidemics; an act or order of any public authority or court; any act of God; or any other cause beyond ARTIST's reasonable control. In such event, ARTIST will not be required to perform and shall return to PURCHASER any deposits paid, less costs incurred by ARTIST and neither party shall be under any other obligation to each other.
- E14. ARTIST shall have the sole right to determine, in good faith, whether inclement weather conditions shall render the performance(s) impossible, hazardous or unsafe. Only in the event of the governing municipal authority canceling similar events will inclement weather be considered a

PURCHASER'S INITIALS



**THE BAD PLUS CONTRACT RIDER**  
2014-2015

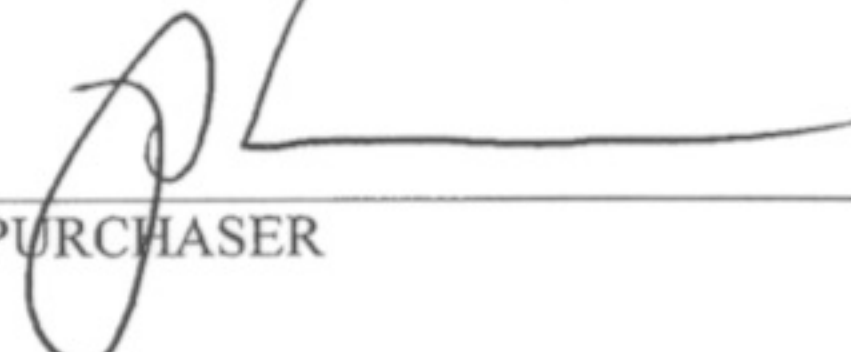
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- force majeure event, and will PURCHASER be relieved from, and no longer be liable for, payment of the full contract price.
- E15. Any material breach of this agreement by PURCHASER may cause the ARTIST to terminate the agreement. If such a breach occurs, PURCHASER shall be obligated to the ARTIST for the full guaranteed amount of this Agreement and shall forfeit all deposit moneys paid to the ARTIST or his agent as immediate and liquidated damages without prejudice to further legal action by ARTIST.
- E16. (FOR INTERNATIONAL EVENTS ONLY) If the contract stipulates payments or deposits are to be made by bank wire, please use the following contact information for current wire info:

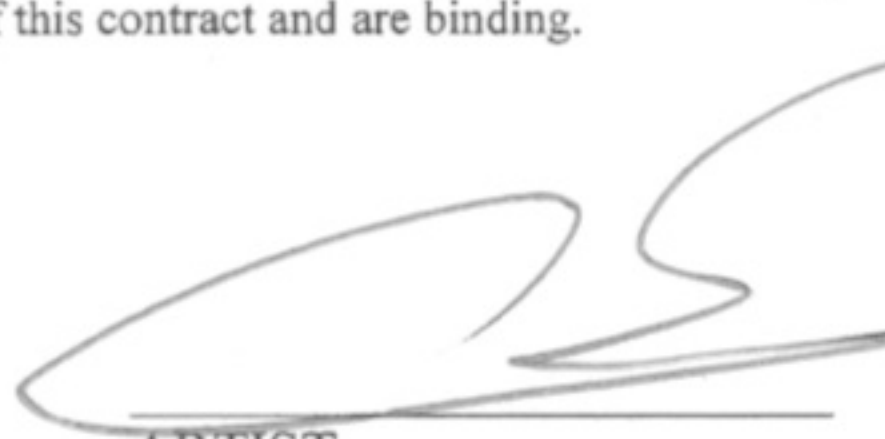
International Music Network  
Attn: Jen Chabot  
278 Main Street  
Gloucester, MA 01930  
Tel: +1 978 283 2883  
Fax: +1 978 283-2894  
Email: jen@imnworld.com

This Agreement shall be effective only when signed by PURCHASER and returned to ARTIST's booking agency. All attachments and addendums are considered a part of this contract and are binding.

AGREED AND ACCEPTED:

  
\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
ARTIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PURCHASER'S INITIALS

THE BAD PLUS CONTRACT RIDER  
2014-2015

TECHNICAL REQUIREMENTS

-PLEASE COPY AND DISTRIBUTE TO APPROPRIATE PERSONNEL-

PURCHASER shall provide the following at its sole expense:

A. **SETUP / SOUNDCHECK**

The venue must be made available to ARTIST for technical setup, sound check, and rehearsal for a minimum of two (2) hours prior to the house being opened to the public. PURCHASER will provide technical assistance for setup and operation of provided equipment as needed and mutually agreed upon by ARTIST. Two (2) stagehands / loaders must be available for ARTIST load-in and setup as well as ARTIST strike and load-out. The audience must not be permitted into the performance area until setup / soundcheck / rehearsal is complete.

B. **STAGE**

PURCHASER must provide a safely constructed and physically secure stage capable of supporting all equipment and personnel. The stage must be flat, level, free of irregularities and must be accessible from the backstage dressing room area in a manner other than through the audience. Stage must be clear of all cases and unnecessary equipment. Stage must be clean and swept prior to ARTIST Load-in. All cable runs in performance area walkways must be neatly run, taped down and covered. If the engagement is to be outdoors, PURCHASER agrees to provide an adequate covering over the stage and adjacent off-stage areas that will protect the ARTIST and their equipment from the elements. The stage shall be furnished with two (2) Manhasset® or similar music stands. Wind clips must be provided for outdoor concerts. (Folding wire music stands are not acceptable.) Six (6) 500ml bottles of spring water and three (3) dark hand towels -- one per musician -- shall also be provided.

Note: Please refrain from finalizing setup until positioning has been approved by ARTIST or tour manager.

C. **ELECTRICAL**

PURCHASER must provide AC power and distribution for all equipment. Three (3) separate services are required consisting of one (1) 100 amp three phase service for lighting, one (1) 100 amp three phase service for projection, and one (1) 30 amp three phase service for Sound. **From the Sound service a minimum of one (1) 110-volt, 20 amp circuits must be provided for Stage power.** These circuits must be grounded and regulated and must be supplied with two (2) **movable boxes** (with multiple [4] USA / Edison connectors in each box) for ARTIST provided instruments and equipment.

D.

**BACKLINE** - PURCHASER shall provide the following at their sole expense:

1. **DRUMS** — Yamaha Maple Custom kit

**PLEASE NOTE:** It is essential that not only drums but also drum heads are matched to ARTIST spec. See detail below for appropriate drum sizes and heads.

- One (1) 18" bass drum w/ **COATED AMBASSADOR HEAD** on both sides. No holes, nothing inside the drum. (Clear heads, Powerstroke heads, or muffled heads will be not accepted under any circumstances)

local  
backline - MJA

PURCHASER'S INITIALS

ALL TECH MUST  
BE ADVANCED WITH  
ARTIST'S PRODUCTION  
MANAGER

Equipment is  
ADVANCED AND  
AGREED UPON, IN WRITING,  
WITH JOSH SUNDQVIST.



## THE BAD PLUS CONTRACT RIDER

2014-2015

- One (1) 12" rack tom w/ COATED AMBASSADOR HEAD on batter side. MUST be mounted on bass drum, never on a stand. (Clear heads, Powerstroke heads or muffled heads on batter side will not be accepted under any circumstances)
- One (1) 16" floor tom w/ COATED EMPEROR HEAD on batter side. If Emperor Head is not available, please provide a 14" floor tom with coated Ambassador head on batter side. No Ambassador heads on a 16" floor tom! The floor tom MUST be on legs, never on a stand. (Clear heads, Powerstroke heads or muffled heads on batter side are not acceptable due to tonal requirements.)
- One (1) 14" x 5" snare drum w/ COATED AMBASSADOR HEAD.
- Three (3) straight cymbal stands (Yamaha or Premier preferred; no boom stands, please!)
- One (1) quality kick drum pedal (Yamaha or DW preferred)
- One (1) quality hi-hat stand (Yamaha or Premier preferred)
- Two (2) quality snare drum stands (Yamaha or Premier preferred; no DW snare stands, please!)
- One (1) drum throne (NO hydraulics, MUST be adjustable)
- One (1) clean drum carpet (6' x 6' or 1.5 meter x 1.5 meter; black or gray preferred)

**Note 1:** If Yamaha Maple Custom series is not available, please substitute exact specs for a Gretsch or Premier drum kit. Professional, high-end models only—no exceptions.

**Note 2:** Please do not mic the drum kit until final positioning has been approved by ARTIST or tour manager.

### 2. BASS – Brands/Models listed in order of preference

- **One (1) Professional upright acoustic bass:**  
3/4 size, carved back (NOT plywood) wooden bass with adjustable bridge, D neck, and either a David Gage **Realist** or Fishman **Full Circle** pickup. NO OTHER PICKUP MODELS ARE ACCEPTABLE. String preferences: E & A: Spirocore (standard or "Weich"), G & D: gut strings (e.g. Velvet "Garbo") or Evah Pirazzi
- **One (1) Neumann KM 184 microphone or equivalent**
- **Amplifier:**  
One (1) Bass Amplifier: Eden WT800, Ampeg SVT-3 PRO, or SWR SM900
- **Speaker Cabinet:**  
One (1) 4x10" Speaker Cabinet (Eden D410XLT, Ampeg SVT, or SWR Goliath III) plus one (1) 1x15" Speaker Cabinet (Eden D115XLT, Ampeg SVT, or SWR "Son of Bertha")  
-or-  
One (1) 8x10" Speaker Cabinet (Ampeg)

**Note 1:** If a 1x15" cabinet is unavailable an additional 4x10" speaker cabinet is an acceptable substitute. This secondary speaker cabinet must be an exact match to the primary 4x10" cabinet (same make & model)

### 3. PIANO

- One (1) nine foot (9') or seven foot (7') acoustic grand piano, with adjustable bench, subject to ARTIST'S approval (Steinway preferred). A professional tuner should tune to A = 440hz / 442hz (depending on piano's resident pitch) prior to crew and band arrival. If other ARTISTs on the bill share the piano, or if the house is turned for a second performance, the tuner should be available for touch-up prior to the The Bad Plus performance.

**Note:** Please refrain from finalizing mic setup until positioning has been approved by ARTIST or ARTIST'S representative.

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PURCHASER'S INITIALS

# THE BAD PLUS CONTRACT RIDER

2014-2015

## E. SOUND REQUIREMENTS

*House System Only DTS*

The following are minimum requirements for production of the ARTIST. All equipment, especially substitutions of preferred brands, is subject to approval by the ARTIST or ARTIST Representative.

### FRONT OF HOUSE SOUND SYSTEM

#### 1. SPEAKER SYSTEM

- High quality professional sound reinforcement system capable of providing clear undistorted sound throughout the venue. The speaker system should be a 3-way system with hi / mid speakers flown whenever possible and sub-woofers on the ground. When available Subs should be controlled by an auxiliary bus. Line Array systems are preferred. (d&b J or Q1, etc.)
- The sound system should be configured in stereo with two (2) 1/3 octave EQs for the mains and an additional 1/3 Octave EQ for Subs when run from an aux bus. Clusters or balcony fills and additional zones should be controlled through console matrix and include 1/3 octave EQs on corresponding sends.

#### 2. MIXING CONSOLE

*← Analog Desk only DTS*

Please understand that console must be placed in same listening environment as the audience (in the center).

- A digital desk with a minimum of 24 inputs is required. Preferences: Soundcraft Vi6, Vi4, or Vi1, Yamaha PM1D, PM5D, M7CL, Digico SD Series, Digidesign, etc. If you cannot provide a digital desk, please provide an analog desk with VCA's, 4-band parametric EQ for each channel, 48-volt phantom power and a minimum of 8 auxiliary sends
- Two (2) stools should be provided for system tech and engineer

#### 3. SIGNAL PROCESSING

*In addition to the 1/3 octave equalizers mentioned in section 1 above:*

- Four (4) channels of insertable compression and gates. Preferred: BSS, Aphex, DBX, or similar (not needed if a digital desk is provided)
- Two (2) stereo digital reverbs. Preferences: Lexington 480, Lexicon PCM 81, Yamaha SPX 900, or similar (not needed if a digital desk is provided)
- One (1) Compact Disc player
- One (1) CD or DAT recorder and media to record ARTIST's performance

#### 4. COMMUNICATIONS

- Headset or handheld communication system with stations at light board, projection, fly rail, FOH, and Monitor positions.

### STAGE MONITOR SYSTEM

#### 5. WEDGES

- Three (3) sends to three (3) high quality bi-amped monitor wedges. (12" X 2" or 15" X 2") Preferences: d&b, Meyer, or similar. Sixth wedge for Cue system.

#### 6. MIXING CONSOLE

- One (1) 24-channel mix console with 4 band sweepable EQ, capable of discreet monitor mixes and a post-EQ cue system. Preferences: Midas, Soundcraft, etc.

#### 7. PROCESSING

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PURCHASER'S INITIALS

ALL TECH MUST  
BE ADVANCED WITH  
ARTIST'S PRODUCTION  
MANAGER

*CA*

**THE BAD PLUS CONTRACT RIDER**  
2014-2015

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- Three (3) 1/3 Octave EQs. Each mix must have the equalizer inserted on output so cue system will reflect mix changes. BSS, Klark, White (not needed if a digital desk is provided that has the capability of onboard 1/3 Octave EQs)
- Two ~~(2)~~ high-quality digital reverb for monitors (not needed if a digital desk is provided)

*one only* →  
*DBS*

**Note:** If venue capacity is greater than 500 persons, a separate monitor console and engineer should be employed. If venue capacity is less than 500 persons, monitor mixes may be run from FOH console. In this event the following additions for the front of house equipment will be needed: an 8-channel auxiliary mixing console, four (4) monitor sends with additional 31-band 1/3 octave Graphic EQs for each, and eight (8) XLR splitter (Y-cables) to split channels for monitor channels.

*CTH*

8. **MICROPHONES**

Please see attached input list and stage plot for microphone specifications, microphone stand requirements and placement.

F. **LIGHTING REQUIREMENTS**

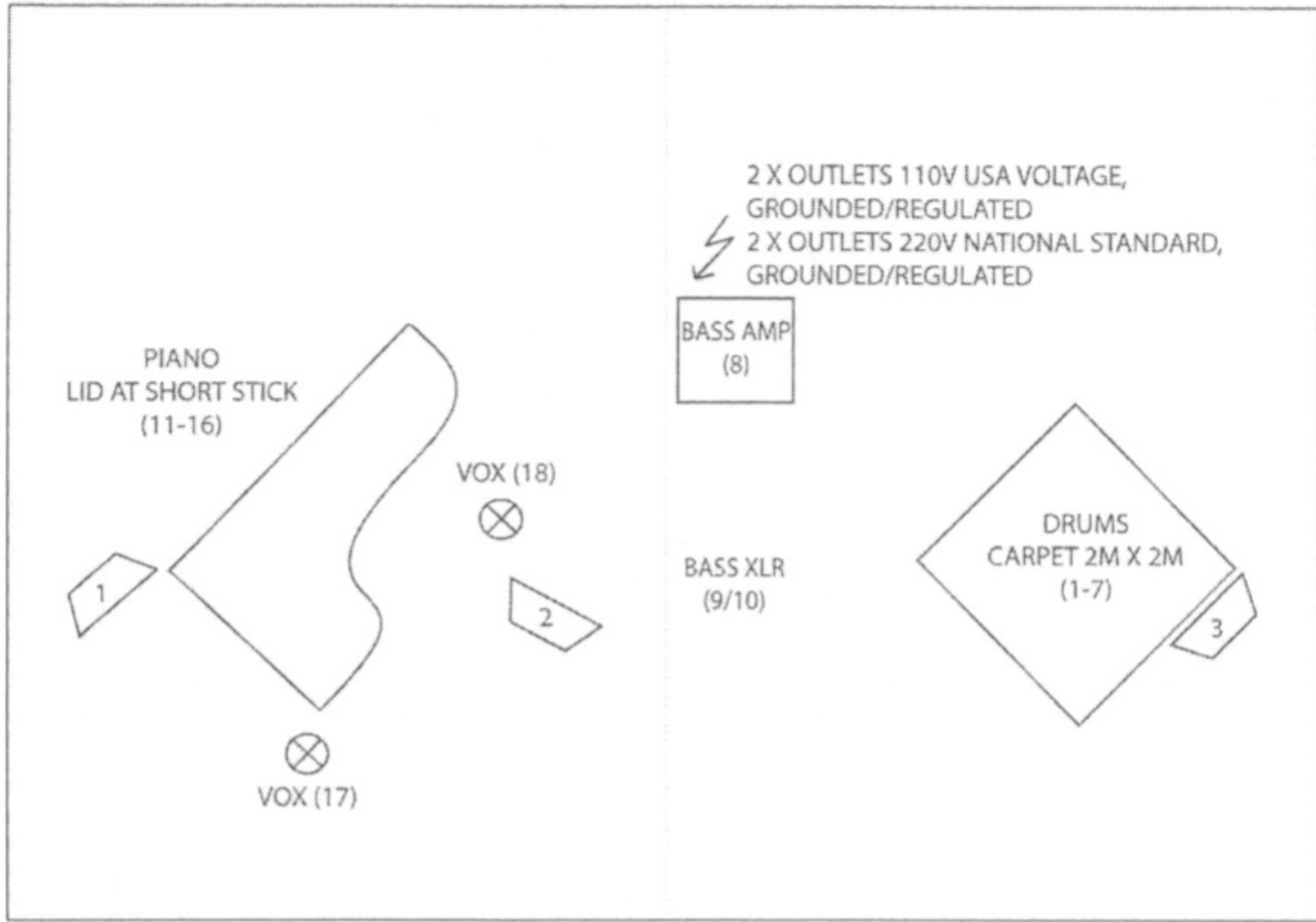
1. Lighting systems vary from venue to venue, so options will be discussed when the performance is advanced. Regardless of lamp size and array, ARTIST requires professional lighting console and one (1) lighting technician with full knowledge of the local system.
2. PURCHASER will make arrangements for all lights not specifically required by local safety ordinances to be turned off or dimmed during performance.
3. **NO FOG, SMOKE or HAZE PLEASE**

**Note:** Please refrain from finalizing the focus of specials until positioning has been approved by ARTIST or ARTIST'S representative.

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PURCHASER'S INITIALS

**THE BAD PLUS CONTRACT RIDER**  
2014-2015

**The Bad Plus – Stage Plot**  
Updated November 2013



Channel	Today	Input	Mic	Stand	Insert
1		Kick	EV ND868 or Beta 52 or M88	Short Boom	
2		Snare	SM 57	Short Boom	
3		Hi Hat	KM 184 or equivalent	Short Boom	
4		Rack Tom	Beta98/Sennheiser604		
5		Floor Tom	Beta98/Sennheiser604		
6		Overhead L	AKG 414/KSM32	Tall Boom	
7		Overhead R	AKG 414/KSM32	Tall Boom	
8		Bass D.I.	Active D.I.*		Compressor
9		Bass Mic	KM 184	Short Boom	
10		Piano Schertler Lo	Shertler Pickup*		
11		Piano Schertler Hi	Shertler Pickup*		
12		Piano Soundhole	SM57	Tall Boom/Foam	
13		Piano Mic Lo	AKG 414	Tall Boom	
14		Piano Mic Hi	AKG 414	Tall Boom	
15		Piano Soundboard (from below)	KSM137	Small Boom	
16		Vocal/Announce Mic (near piano)	SM58	Straight	
17		Spare	SM58	Straight	
18		Reverb Return L			
19		Reverb Return R			
			* Travels with the Band		

*House mics only DTS*

PURCHASER'S INITIALS

**THE BAD PLUS CONTRACT RIDER**  
2014-2015

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I HAVE READ THE ENTIRE CONTENTS OF THIS AGREEMENT, HOSPITALITY AND TECHNICAL RIDER AND STAGE PLOT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

ACCEPTED AND AGREED TO:


  
\_\_\_\_\_  
PURCHASER

  
\_\_\_\_\_  
DEPTH OF FIELD MANAGEMENT


\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE


**Production:**

James Diers  


**Management:**

Chris Hinderaker  
Depth of Field  
1501 Broadway, Suite 1304  
New York, NY 10036  


**Booking:**

Jeanna Disney  
International Music Network  
278 Main Street / Gloucester, MA 01930  


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PURCHASER'S INITIALS





**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

See W9  
\_\_\_\_\_  
Tax ID/Social Security #

  
\_\_\_\_\_  
For CenterArts

  
\_\_\_\_\_  
For University Center

Updated: April, 2009