

BIG GIGANTIC | Humboldt State University | Arcata, CA | Sun, Oct 11, 2015

Agent: Jason Kupperman | JKupperman@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Monday, July 13, 2015 by and between BIG GIGANTIC, LLC ("ARTIST COMPANY"), which shall furnish the services of BIG GIGANTIC ("ARTIST"), and CENTERARTS/HUMBOLDT STATE UNIVERSITY ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement.

This Performance Contract between ARTIST COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and ARTIST COMPANY hereby agree as follows:

1. ENGAGEMENT / VENUE:

VENUE: Humboldt State University
 ADDRESS: West Gymnasium Union Street
 Arcata, CA 95521
 United States
 SUPPORT: Support
 Local Support
 DATE OF SHOW(S): Sun, Oct 11, 2015 T.B.D.
 NO. OF SHOWS: 1 AGES: All Ages
 DOORS: 7:00PM
 SUPPORT/OPENING: 8:00PM

UNIVERSITY CANNOT PAY DEPOSITS

IN-HOUSE SOUND, LIGHTS & PRODUCTION

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

2. COMPENSATION:

\$ 12,000.00 guaranteed to ARTIST (the "Guarantee").
 PLUS 85.00% of the Gross Box Office Receipts after all approved and documented expenses and taxes which includes 15.00% promoter profit on those expenses.

3. PAYMENT TERMS:

ALL PAYMENTS BY UNIVERSITY CHECK

Full pay
 The balance of the Guarantee shall be paid to and in the name of ARTIST COMPANY by ~~cash or cashier's check~~ not later than the evening of the Engagement. If the percentage of gross ticket receipts exceed the Guarantee, the overage amount due shall be paid in full to ARTIST COMPANY in ~~cash or by cashier's check or bank wire~~ (as designated by ARTIST COMPANY) immediately following the Engagement.

ANY PERCENTAGE PAYMENTS MADE BY UNIVERSITY CHECK MAILED FOLLOWING BUSINESS DAY

4. PRODUCTION:

PURCHASER to provide and pay for Sound and Lights, approved by ARTIST.

5. OTHER PROVISION(S):

SUPPORT: PURCHASER to remit payment for Support directly to SUPPORT ARTIST.
 OTHER NOTES: Purchaser to provide and pay for a minimum of six (6) stagehands.

6. BILLING:

100% Headline

7. TICKET SCALING AND PRICES:

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL
GA Student	1,800	-	15.00	27,000.00
GA Public	0	-	30.00	0.00
CAP: 1,800	TOTALS:	1,800	0	\$ 27,000.00 GROSS POTENTIAL

SCALING NOTES

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8. **EXPENSES:**

EXPENSE	DESCRIPTION	TOTAL
Artist	BIG GIGANTIC	12,000.00
Support	Support	900.00
Support	Local Support	100.00
Hospitality	-	750.00
Lights	-	2,538.00
Sound	-	1,500.00
Artist Production	Paid to Artist	3,000.00
Barricade	-	1,700.00
Runner	-	350.00
Security	-	1,500.00
Police	-	350.00
Advertising	-	1,000.00
Rent	-	750.00
Stages	-	350.00
Stagehands	-	750.00
Box Office	-	250.00
Ticket Printing	-	165.00
Custodian	-	250.00
Credit Card Fees	Est.; 3%	1,215.00
		\$ 29,418.00 EXPENSES

9. **MERCHANDISE:**

80% Soft / 90% Hard - Artist Sells

10. **CONTACT DETAILS:**

ARTIST:

BIG GIGANTIC
Big Gigantic, LLC
PO Box 4027
Boulder, CO 80306

PURCHASER:

CenterArts/Humboldt State University
1 Harpst Street
Arcata, CA 95521
707-826-3928
roy.furshpan@humboldt.edu
Michael Moore Jr.
707-826-3928
mgm8@humboldt.edu

11. **ATTACHMENTS:**

PURCHASER shall fully comply with and abide by all of the terms and conditions set forth in ARTIST'S RIDER, attached hereto and incorporated herein by this reference, at PURCHASER's sole cost.

The ADDITIONAL TERMS attached hereto form a part of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BIG GIGANTIC | Humboldt State University | Arcata, CA | Sun, Oct 11, 2015

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PURCHASER

~~Michael Moore Jr.~~
CenterArts/Humboldt State University
1 Harpst Street
Arcata, CA 95521
E-Mail Contract To: roy.furshpan@humboldt.edu

Roy Furshpan
Director

By _____

Its _____

ARTIST

Ben Baruch
Big Gigantic, LLC
PO Box 4027
Boulder, CO 80306

By _____

Its _____

BIG GIGANTIC | Humboldt State University | Arcata, CA | Sun, Oct 11, 2015

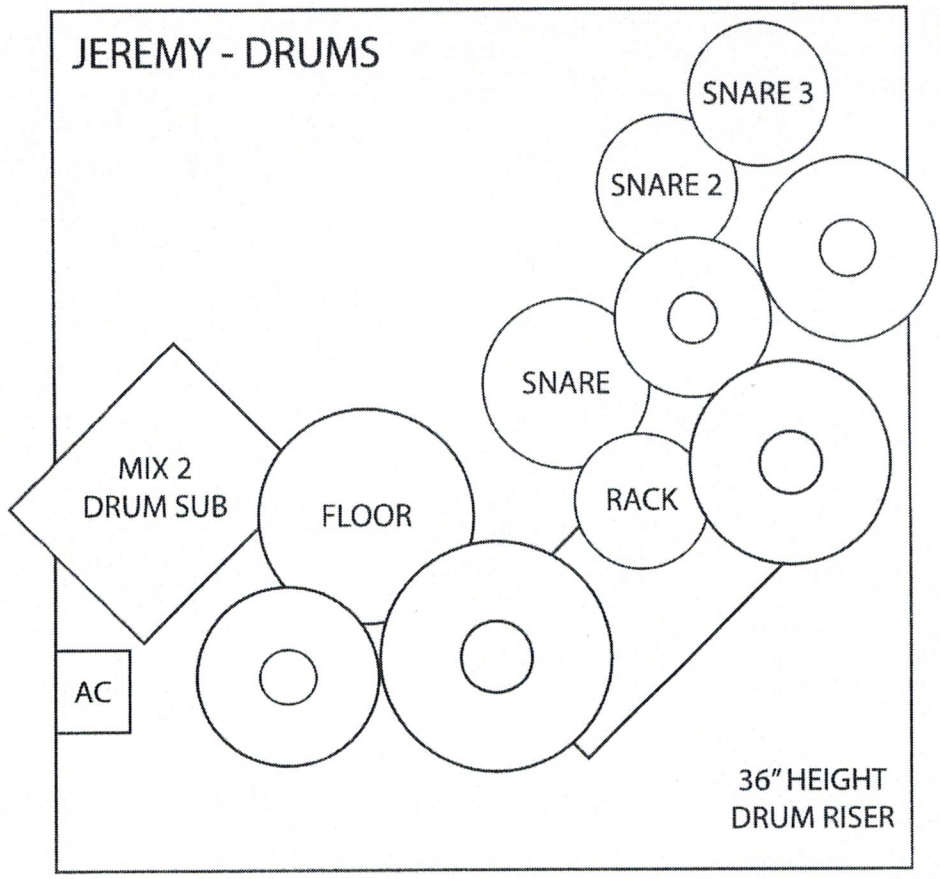
Agent: Jason Kupperman | JKupperman@paradigmagency.com

ADDITIONAL TERMS AND CONDITIONS

1. No performance on 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 Artist relating to and permitting such recording, reproduction or transmission.
2. It is expressly understood by the Purchaser and the Artist who are parties to this contract that neither the Federation nor the Local Union nor Paradigm are parties to this contract in any capacity and, therefore, that neither the Federation nor the Union Local nor Paradigm shall be liable for the performance or breach of any provision hereof.
3. A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating with the Artist performing the engagement and the Purchaser.
4. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond Artist's control.
5. Provided Artist is ready, willing, and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof, in full, regardless of acts of God, fire, accident, riot, strike, or any event(s) of any kind of character whatsoever.
6. Purchaser's violation or failure to perform or fulfill any of the terms, covenants or conditions set forth in this agreement shall constitute a material breach, which shall entitle Artist not to appear or perform for any performance(s) of this engagement without any liability to Purchaser; and in such event, Purchaser shall be obligated to Artist for the full amount of compensation guaranteed to Artist, in addition to any and all other remedies for such breach which remedies shall be cumulative. 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 earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is in Artist's opinion unsatisfactory, Artist shall have the right to demand the payment of all compensation forthwith. If Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel Artist's engagement by notice to Purchaser to that effect, and in which event Artist shall retain any amounts theretofore paid by Purchaser. Each term covenant and condition hereof is an essential condition precedent to Artist's obligation to perform and any breach by Purchaser shall entitle Artist to recover, without limitation, damages for any loss of good will and injury to Artist's reputation, all costs and disbursements of Artist in reliance upon this engagement and Artist's actual attorney's fees and costs in connection with any suit, arbitration or other proceeding whether or not reduced to final judgment or award, arising out of this contract or engagement or to enforce the terms hereof.
7. Purchaser shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deduction whatsoever.
8. In the event the payment to Artist shall be based in whole or in part on receipts of the performance(s) hereunder, Purchaser agrees to deliver to Artist a certified statement of the gross receipts of each performance within two (2) hours following such performance. Artist shall the right to have a representative present in the box office at all times and such representative shall have access to box office records of Purchaser relating to gross receipts of this engagement only.
9. Purchaser agrees to furnish at its own expense on the date and at the time of the performance(s) above-mentioned, all that is necessary for the proper presentation of the entertainment presentation, including a suitable theater, hall or auditorium, well heated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and public address system in perfect, working condition including microphones in number and quality required by Artist, dressing rooms, all necessary electricians and stage hands, all lights, tickets, house programs, all licenses including musical performing rights licenses, special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distribution of circulars, display newspaper advertising in the principal newspapers and Purchaser shall pay all other necessary expenses in connection therewith. Purchaser will pay all music royalties in connection with Artist's use of music, and in addition, the costs of any musicians (including Contractor) other than those furnished by Artist as part of Artist's regular company. Purchaser agrees to pay all amusement taxes. Purchaser shall comply with all regulations and requirements of any union or unions that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by Purchaser and Artist. Purchaser agrees to comply promptly with Artist's directions as to stage settings for the performance hereunder. If Artist so requires, Purchaser will furnish at its own expense all necessary facilities, electricians, stagehands and other personnel for lighting and dress rehearsals. Purchaser shall furnish at its own expense all other items and personnel (including but not limited to any and all personnel, including musicians, as may be required by any national required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefore, except for those items and personnel which ARTIST herein specifically agrees to furnish.
10. Artist shall have the sole 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 as Artist may see fit to designate and change at any time the performance personnel other than the Artist hereinafter specifically named.
11. 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 Artist to Purchaser hereunder and wherever 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, or limited only to the extent necessary to eliminate such conflict.
12. This constitutes the sole, complete and binding agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York. Purchaser shall not have the right to assign this Agreement, or any provision thereof, but Artist shall have the right from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in part to any person, firm or Corporation.
13. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to 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. The person executing this Agreement on Purchaser's behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.
14. If Purchaser is providing air transportation, Artist management is to receive hard tickets (or the financial equivalence) NO E-TICKETS, no less than 1 (one) month prior to engagement, or date may be cancelled and deposit (whether received or due) will be forfeited.
15. PARADIGM ACTS ONLY AS AGENT FOR ARTIST AND ASSUMES NO LIABILITY.

** House Mics only DB*

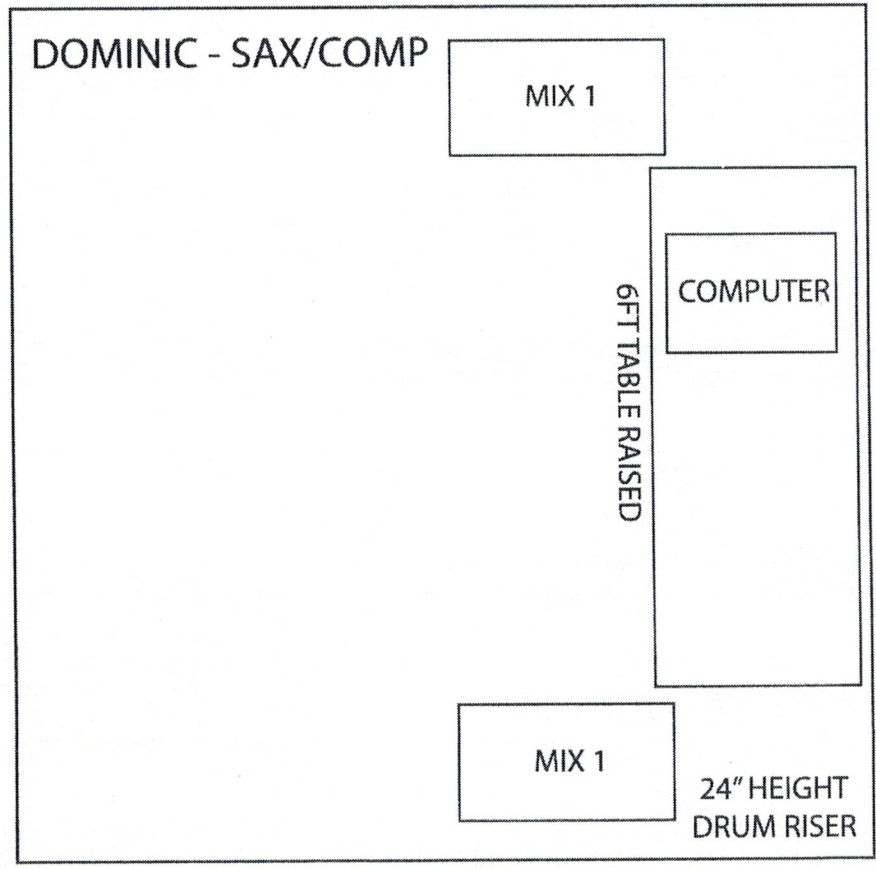
- 1 - KICK IN 91
- 2 - KICK OUT D6
- 3 - SNARE 1 TOP 604
- 4 - SNARE1 BOT 604
- 5 - SNARE2 TOP 604
- 6 - SNARE2 BOT 604
- 7 - SNARE 3 TOP 604
- 8 - HI HAT 81
- 9 - RACK 12" 604
- 10 - FLOOR 16" 604
- 11 - UH SR SM81
- 12 - OH SL SM81



- 13 - CPU L DI
- 14 - CPU R DI
- 15 - SAX DI
- 16 - VOX 58 W/ SWITCH
- 17 - VOX 58 SPARE

TECHNICAL NEEDS:
6 - SHORT BOOM STANDS
1 - TALL BOOM STANDS
24 - XLR CABLES

POWER:
2 AC QUAD FOR BACKLINE
1 DROP DRUM RISER
1 DROP SAX/DJ RISER



DOWNSTAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER [Redacted] Inc.	CONTACT NAME: [Redacted]	FAX (A/C, No): [Redacted]
	PHONE (A/C, No, Ext): [Redacted]	E-MAIL ADDRESS: [Redacted]
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Fireman's Fund Entertainment		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			[Redacted]	2/2/2014	2/2/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000
A	AUTOMOBILE LIABILITY			[Redacted]	2/2/2014	2/2/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> Comp = \$1,000	<input checked="" type="checkbox"/> Coll = \$1,000					PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			[Redacted] Proof of Coverage Only	2/2/2014	2/2/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This certificate will serve as Proof of Insurance only and may not be altered in any way.

CERTIFICATE HOLDER PROOF OF COVERAGE ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE [Redacted] <i>Cathy Turner</i>

BIG GIGANTIC

BIG GIGANTIC RIDER

As of October 20, 2014

Any deviation from this rider must be cleared with Jason Kupperman from Paradigm Agency. Every item in this rider must be present *prior* to performance. Please sign the bottom of the rider and fax back to 212-764-8941

as confirmation that everything is in order. Thank you.

This rider to the contact dated _____ by and between

BIG GIGANTIC (herein referred to as "ARTIST") and _____

(herein referred to as "PURCHASER") for the engagement at _____

on _____ is made part of and setting forth additional terms and conditions to the attached contract. Should PURCHASER have any problems fulfilling any items herein, please immediately contact:

MANAGEMENT

11E1ven Management
BEN BARUCH

AGENCY

PARADIGM
Jason Kupperman

Joe Atamian

PUBLICITY

MSO
Bari Lieberman
blieberman@msopr.com

ADVANCE CONTACT

Emily Meador
Tour Manager/Production Manager

PARADIGM

Paradigm Agency/360 Park Avenue S/New York/New York/10010
(p). 212-897-6400 (f). 212-764-8941 www.paradigmagency.com

BIG GIGANTIC

RIDER CONTENTS

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2. BILLING/ADVERTISING
3. TRANSPORTATION
4. LODGING/FLIGHTS
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6. SECURITY
7. SOUND CHECK
8. **SOUND/LIGHTING/STAGE REQUIRMENTS/PERMITS/BACKLINE**
9. LODGING & FLIGHTS
10. MERCHANDISE
11. REPRODUCTION OF PERFORMANCE
12. CANCELLATION

PARADIGM

Paradigm Agency/360 Park Avenue S/New York/New York/10010
(p). 212-897-6400 (f). 212-764-8941 www.paradigmagency.com

BIG GIGANTIC

COMPLIMENTARY TICKETS & PASSES

Purchaser shall provide, at Purchaser's expense, **Thirty (30) complimentary tickets and Ten (10) backstage passes for each performance.** For any show in the state of **Colorado or New York**, ARTIST is to receive **Forty (40) complimentary tickets and Twenty (20) backstage passes.** Tickets and passes shall be given to ARTIST'S Tour Manager upon arrival at venue.

Venue is to provide ARTIST with **Five (5) guest list spots** on the House Guest List for Street Teamers whom have helped market the show **** this is exclusive and in addition to ARTIST'S allotted amount as stated above.**

Venue is to provide the list of pre-sale buyers' email addresses to the Tour Manager at least **Three (3) Hours** before doors; or in the case where pre-sales stop the day before, Venue must send email list to **Management** after pre-sales are closed.

Against University Policy to Share information - TSA
**** please note this is so that Artist can do nightly contests/email the buyers**

BILLING & ADVERTISING

Artist shall receive appropriate billing in **any and all** publicity releases and paid advertisements, including, but not limited to: programs, flyers, signs, lobby boards/marquees, as well as any and all other displays and publications where Artist's name appears in connection with the herein mentioned engagement. Venue must leave a minimum of **Five (5) posters**, visibly and prominently placed on venue windows, throughout the day of show.

Any and all radio television, newspaper and/or magazine interviews requiring participation of Artist in conjunction with this performance must first be approved by Management.

TRANSPORTATION

(When Agreed Upon) Purchaser shall provide and pay for custom SUV/Van Transportation for Artist and Crew commencing with the arrival of Artist and Crew at the airport and continuing through the stay in jurisdiction both before and after the performance, and returning to the place of departure. ~~Where air transportation is required, Seven (7) Round Trip Tickets shall be provided by Purchaser.~~

Purchaser must provide **One (1) Runner**, available exclusively for the Artist's use commencing with the arrival of Artist, and continuing through the stay and jurisdiction in both before and after the performance. This person shall be separate from stageheads, have a valid driver's license, a a vehicle of **clean, and good working condition, WITH INSURANCE.** Artist will not be responsible for any costs associated with Runner's vehicle, including fuel. Runner should have a working knowledge of the area's musical instrument/hardware/electronic stores. The Runner's times will be discussed and coordinated in advance with the Tour Manager.

**** Parking shall be provided in close proximity of the stage for 1 bus/1 Truck and or Tractor Trailer**

**** Parking is to be arranged at least Two (2) weeks in advance of event**

→ Parking for bus one block away.

Truck four block away - m

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BIG GIGANTIC

DRESSING ROOM/CATERING REQUIREMENTS

Purchaser shall provide at his sole cost and expense, **Two (2) Dressing Rooms**. One room large enough to accommodate **Ten (Ten) people**, and one room large enough to accommodate **Five (5) people**. **BOTH DRESSING ROOMS MUST HAVE A LOCKABLE DOOR- NO EXCEPTIONS**. These Dressing Rooms shall be clean and comfortable, and shall obtain adequate lighting/mirrors, as well as clean and comfortable seating. There must be clean and properly working toilet facilities located inside each Dressing Room or within close proximity to each Dressing Room. **Each room must be heated to 70 Degrees Farenheit.**

CATERING

**** IF PURCHSER OPTS TO NOT PROVIDE THE BELOW, A HOSPITALITY BUYOUT OF \$500.00 MUST BE GIVEN IN CASH TO TOUR MANAGER UPON ARTIST ARRIVAL TO VENUE.**

At stage 1 hr. prior to sound check

X 1 Case of Bottled Water (NOT Dasani or Aquafina)

X 6 hand towels, stage right

In Dressing Room 1 hr. prior to arrival for show

- X 8 Hot Balanced Meals OR \$20 Dinner Buyout for **EIGHT (8) People**. If providing meals, all food must be advanced with Tour Manager prior to show. **NO EXCEPTIONS.**

- X 10 stage towels (**5 black, 5 white**)

- X 8 bath towels

- X 3 Cases of Bottled Water (NOT Dasani or Aquafina)

~~X 1 L Bottle of Maker's Mark~~ MS

~~X 1 L Bottle Milagro Silver~~ MS

~~X 12 Peroni Beers (bottled only)~~ MS

~~X 1 Case of Dos Equis, XX Beer (bottled only)~~ MS

~~X 16 Reed's Ginger Beer (must be beer, NOT ale)~~

- X 6 Gosling's Ginger Beer

- X 1 Bottle of Simply Orange Orange Juice (**NO Pulp**)

- X 4 5 Hour Energy Drinks

- X 8 Regular Red Bull

- X 6 Amy & Brian's Coconut Juice (**Cans Only/NO Pulp**) ****must be this brand****

- X 4 Synergy or GTS Kombucha Beverages (Ginger Berry or Trillogy flavor preferred)

- X 6 Odwalla Juice (Acai/Red/Blue/Superfood)

- X 1 Vegetable/Dip Plate (Organic Preferred)

- X 1 Fruit/Cheese Plate (Organic Preferred)

- X 2 Bags of Tosito's Chips

- X 1 Jar of Salsa (Medium Spice)

- X 1 Loaf of Organic Bread

- X 1 Bag of Peanut Butter pretzles

- X 2 lbs Premium Deli Turkey (fresh sliced Boar's Head preferred)

- X 1 lb of Premium Deli Cheddar Cheese (fresh sliced)

- X 50 Red Plasatic cups

- Cutlery/Ice/Plates/Napkins/Cups/Condiments-hot sauce,ketchup,mayonaise, salt, pepper, mustard

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

PARADIGM

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BIG GIGANTIC

SECURITY

It is imperative that Purchaser understand that security is of the utmost important to the Artist, and is the Artist's first and foremost concern. As such, the well being of the Artist and Artist's equipment is the promoter's responsibility when the Artist is not present.

Purchaser shall guarantee proper security at all times to ensure the safety of Artist as well as Artist's instruments, costumes, and personal property- before, during, and after their performance. Any loss or damage to Artist's property shall be the sole responsibility of Purchaser.

****Artist reserves the right to cease to perform at any time during the performance should Artist feel that they are in danger resulting from a security breach of any nature.****

Purchaser is responsible to provide security for the entrance doors of the venue beginning **TWO (2) hours** prior to the advertised door opening time. The lines must be kept in an orderly fashion, for which Purchaser agrees to provide sufficient security personnel to ensure this. Artist strongly suggests the use of line barricades expressly for this purpose. Doors are not to be opened unless patrons are under control by Purchaser's security. Outdoor security shall be increased **ONE (1) hour** prior to the scheduled door opening time to a sufficient number of persons capable of handling the projected crowd size. In addition, it is most important to have security stationed outside the box office proper for fast last minute ticket buyers.

BARRICADE: Proper barricades **MUST BE PROVIDED** at Venue's expense to secure Front of House positions when audience cannot be clearly separated from the area. Barricades must be provided to secure the stage when the audience cannot be clearly separated from the area.

****ABSOLUTELY NO BIKE RACK BARRIERS ****

- 10' x 10' area for Audio/FOH **with barricade- Bike rack acceptable on LEFT and RIGHT and REAR sides, CROWD BARRICADE NECESSARY FOR FRONT SIDE FACING STAGE** →

SOUND CHECK/PROGRAMMING

For headlining sets, **THREE (3) hours** of sound check/light programming time is required prior to performance. The place of engagement shall be ready and available to Artist **SIX (6) hours BEFORE DOORS** on the day of said engagement.

All sets require a minimum change over time of **Twenty (20) Minutes**. House Sound, Light, and Stage Staff must be available during changeover time.

ALL LIGHT/SOUND ENGINEERS, RUNNERS, LOADERS, AND STAGEHANDS MUST BE AT VENUE AT THIS TIME. NO EXCEPTIONS.

PARADIGM

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BIG GIGANTIC

SOUND/LIGHTING/STAGE EQUIPMENT/PERMITS

Purchaser is responsible to pay/provide for the following equipment for Artist's performance/sound check:

SOUND REQUIREMENTS:

Main Audio System: Flown Curvilinear Array system capable of fully covering the audience listening area with full range, clear, undistorted audio at 110dbA/125C weighted at the Front of House Mix Position. Full System Management and Control should be available at the Front of House position.

RECOMMEND SYSTEMS (in order of preference) - *House System only DBS*

D&B Audiotechnik (J or Q series) / L-Acoustics (d-Vdos, K1, V-dos, Kduo) / Nexo / GTO

** all systems must have appropriate and recommended matched drive system management and amplifier power**

SUBWOOFER REQUIREMENTS

- House Subs only DBS

For Venue Capacity 1,000-4,000

Subwoofers will be provided in the ratio of SIX(6) dual 18" enclosures / 1,000 capacity

For Venue Capacity 5,000-9,000

Subwoofers will be provided in the ratio of FOUR(4) dual 18" enclosures / 1,000 capacity

For Venue Capacity 10,000-14,000

Subwoofers will be provided in the ratio of THREE(3) dual 18" enclosures / 1,000 capacity

For Venue Capacity 15,000-20,000

Subwoofers will be provided in the ratio of TWO(2) dual 18" enclosures / 1,000 capacity

AUDIO POWER NEED

100+ Amp cam lock 3 phase audio service (150 Amps if sharing with with house/if sharing- pass through on distro)

ALL OPENERS/SUPPORT to use house power drops

** in event house does not have mix switch- house console will be daisy'd through Big Gigantic console

CARRIED AUDIO PACKAGE

FOH Control/Monitor Console

- Access to drive lines for PA System required
- FULL SYSTEM MGMT/CONTROL NEEDS TO BE AVAILABLE AT FOH POSITION
- **FOUR (4)** Monitor Wedges
- **TWO (2)** Drum Subs
- **FOUR (4)** Front Fills
- **FOUR (4)** Subs for FOH use

ADDTNL. CARRIED

- **ONE (1)** 8x8 24 in. riser
- **ONE (1)** 8x8 36 in. riser

ADDTNL. NOTES.

- ALL OPENERS/SUPPORT will use local house audio/consoles//DI's/mic's/cables/DJ table and scrim
- Ladders/lifts/cable ramps needed for carried Audio/Lighting Snake(and power) which will need to be run to FOH position
- ** Please have stage as clear as much as possible prior to arrival/load in. This includes any house risers, side-fills(un-flown), drum fillms, and any ground package lighting**

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BIG GIGANTIC

HOUSE MONITOR REQUIREMENTS FOR SUPPORT

xTWO (2) Full Range monitor wedges positioned capable of covering the artist area with full, clear, undistorted audio at 120dbA/115C weighted.

x1 (ONE) Dual 18" Subwoofer enclosure for drum sub - House Monitors only DS

Monitor Console must be clean, 100% functional, and meet or exceed the following requirements:
24 input/ 8 aux putput/ 4 band parametric equalization per input channel.

Dynamics:

X 2 31 Band Graphic Equalizer

CARRIED AUDIO/MONITOR POSITION

MONITOR POSITION

Preferred monitor position is an 8 x12 area on stage right, at eye level with artist. NO OBSTRUCTIONS.
Also need is an 8 x 8 area stage left for drum kit set up

STAFFING

Sound- X ONE (1) attentive, knowledgeable monitor engineer and **x1 ONE(1)** attentive, knowledgeable FOH engineer is to be provided by House **at load in**.

**** Promoter shall provide phone contact number to Tour Manager for person responsible obtaining sound equipment AT LEAST TWO (2) WEEKS prior to engagement ****

In House Monitor Engineer will be responsible for monitors during ALL support sets

In House FOH Engineers will be responsible for audio during ALL support sets.

Lighting- ONE(1) Professional lighting technician from load in through load out will be provided, having knowledge and access of and to entire lighting system

In House Lighting Technician will be responsible for monitoring rig malfunctions during Big Gigantic Set as well as for ALL support set lighting.

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BIG GIGANTIC

DRUM SET RIDER

**** ALL BACKLINE KITS MUST BE APPROVED BY ARTIST ****

Note: Artist is endorsed by TAMA- please provide TAMA Drum Kit & hardware

- NO backline - 12-

DRUM SET & CYMBALS TO BE PROVIDED:

DRUM KIT

TAMA- Starclassic Performer Bubinga/Birch (sparkle finish preferred)

Second Option- Starclassic Bubinga (sparkle finish)

Third Option- Starclassic Maple (sparkle finish)

Fourth Option- Peal (sparkle finish)

DRUM SIZES (with drum diameter listed first)

22 x 18- Kick Drum

16 x 14- Floor Tom

12 x 9- Rack Tom

10 x 8- Rack Tom

*** all necessary drum hardware ot be provided- TAMA Single Tom Clampe MC69 (attach toms to cymbal stands)**

SNARE DRUMS

Main Snare

14 x 6- TAMA Starphonic PST146- Steel

14 x 5.5- TAMA SLP- Vintage Steel

14 x 5.5- TAMA Starclassic Brass- SBS1455H

14 in- Chrome over Brass Ludwig 'Black Beauty' TYPE Snare Drum

Second Snare

12 x 5- TAMA Signature 'The Pagaent' SP125H

12 x 5.5- TAMA Metalworks

Third Snare

14 x 8- TAMA Star Bubinga TBS148S

14 x 8- TAMA Starclassic BUS148

14 x 8- TAMA MPS148BN

13 x 7- TAMA G-Maple LGM137STA (or any 14 x 8 or 13 x 7 deep wooden snare)

DRUM HEADS

Evans Onyx (black heads) Doubel Ply for ALL tops of drums

Kick

Batter- Aquarian Super Kick 2

Reso- Anyhead with a porthole to the side

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BIG GIGANTIC

HARDWARE

CYMBAL STANDS (TAMA)

X 4 HC72WN (straight cymbal stand) or HC73BWN (cymbal stand with hidden boom)
X 1 MCA63EN or MCA53 (short boom with clamp to clamp on cymbal stand)
OR X5 HC73BWN (cymbal stand with hidden boom)

HIT HAT STAND

TAMA Level Glide HH905N or TAMA any double chain 2 leg hi hat stand or double chain 2 leg hi hat stand

SNARE STANDS

X 2 TAMA Roadpro Snare Stand- HS70WN
X 1 TAMA Roadpro LOW Snare Stand- HS70LOW
OR X 3 Snare Stand with infinite adjusting tilter (** NOTE- one stand must be able to fit in 12in snare)

KICK DRUM PEDAL

TAMA Iron Cobra Flexi Glide- HP900FSN and DW5000 double chain pedal (back up pedal)

DRUM THRONE

TAMA Ergo Rider Trio HT730 with HTB5 backrest
OR ROC n' SOC Spindle Throne with smaller motorcycle seat (NO NITRO ADJUST)
OR Comfortable drum throne with seat lock and spindle lock

CYMBALS

Meinl Byzance Series

X 1 20in Thin Ride/Crash
X 1 18in Thin Crash
X 1 16in Thin Crash
X 2 14in Thin Hi Hats
X 1 18in Thin Crash and 10 or 12 Splash 9to stack on top)

no backline n.

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BIG GIGANTIC

MICROPHONES

**** MUST ALWAYS HAVE A MINIMUM OF 20 MICS AND 30 XLR CABLES AND 7 MIC STANDS ****

MICS NEEDED FOR SHOWS

- House Mics only DTV*
- X 1 Shure Beta 91 (Inside Kick)
 - X 1 Audix D6 / Shure beta 52 (Short Kick Stand)
 - X 4 Shure SM 57 / 4 short booms or clips **
 - X 3 Shure SM81 / Neuman KM 184 / Shure KSM 137 (3 Short Boom)
 - X 2 Audix D2 / Sennheiser 904 / Sennheiser MD 421 / Audio Technica ATM23 (Short Boom) **
 - X 1 Audix D4 / Sennheiser 904 / Sennheiser MD 421 / Audio Technica ATM25 (Short Boom) **
 - X 2 Audio Technica AT 4033 / AKG 414 / Shure KSM 32 / Shure SM81 (2 Tall Booms)
 - X 1 Shure SM58S 9Switch)
 - X 7 Sennheiser 604 (can be used on Snares and Toms) **

ADDITIONAL BACKLINE NEEDS

- House Risers only - 16" DTV*
- X 1 8' x 3' x 36" DJ table (ratchet strapped to 2' sax riser)
**** absolutely NO car/folding/trestle tables. Plateau of DJ booth MUST be bump free ****
 - X 1 8' x 8' x 2' Sax Riser with AC Drop (USR)
**** NOTE- these dimensions can change based on DS Video Specs ****
 - X 1 8' x 8' x 3' Drum Riser with AC Drop (DSC)
**** NOTE- these dimensions can change based on DS Video Specs ****
 - X 9 Short Boom Stands
 - X 2 Tall Boom Stands
 - X 40 XLR Cables for stage
 - X 1 Industrial size personal fan for drum riser

STAGE POWER

- X 4 Outlets on 20 amp circuit per riser (8 holes total)

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BIG GIGANTIC

LIGHTING/RIG REQUIREMENTS

RIG DIMENSIONS

40' w x 20' ft d x 14' t

— Please Advance in May be on generator ^{70k}

LIGHTING/VIDEO POWER REQUIREMENTS

- Will need 3 phase power- if not available, generators to accommodate are required
- Rig will require 200 amp lighting service
- Band will provide up to 50 ft. of feeder
- **** for any runs longer than 50 ft. venue is required to supplement the distance****
- 8 x 8 space at FOH position to accommodate lighting console

DB

PLEASE SEE LINK BELOW TO STAGE PLOT

https://www.dropbox.com/sh/cjxzm4anq3hn56c/AACGq4F0XQU83ld2Ca_kwyTZa?dl=0

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**CENTERARTS/UNIVERSITY CENTER/HUMBOLDT STATE UNIVERSITY/A.S.
PERFORMANCE RIDER**

THIS AGREEMENT is hereby made a part of the attached contract.

1. **INDEMNIFICATIONS.** Artist(s) and Artist's Representatives shall hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, Humboldt State University, CenterArts, University Center, HSU Associated Students, and the officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expenses, costs of every nature, and causes or actions arising out of or in connection with the Artist's use or occupancy of the premises, provided that such claims, demands, losses, liabilities, costs or expenses are due or are claimed to be due to the willful or negligent acts or omissions of Artist or Artist's personnel.
2. **EXCLUSIVE PERFORMANCE(S).** Artist(s) will not accept any other engagement for a performance of any kind prior to, or 90 days following the performance(s) hereinabove described within a radius of 150 miles from the location(s) of the performance(s) hereinabove described, or of any portion or portions thereof, without express written permission of CenterArts. In the event of any such unauthorized performance or announcement, the performance(s) described hereinabove, or any portion or portions thereof, may be cancelled by CenterArts, and such cancellations shall be without prejudice to CenterArts' other rights and remedies hereunder.
3. **AGENT'S WARRANTY.** ARTIST warrants that AGENT has full and current legal authority to act on behalf of Artist.
4. **COMPLIMENTARY TICKETS.** CenterArts shall be the only party authorized to issue complimentary tickets to the performance(s) described hereinabove. A maximum of 10 complimentary tickets shall be given to Artist. All complimentary tickets shall be appropriately distinguished and shall not be counted in determining gross receipts.
5. **NON-PERFORMANCE NOT A DEFAULT.** Neither Artist nor CenterArts shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, acts or regulations of public or University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, interruptions of electrical power, other acts of God, or any cause beyond the control of Artist and CenterArts.
6. **ANTICIPATORY BREACH.** In the event that, after the execution of this Agreement, Artist's agent, or Artist's Designated Representative indicates or states that Artist is unwilling or will be unable to appear or present the performance(s) hereinabove defined, and such failure is not excusable under Paragraph 5 hereinabove; or in the event that Artist or any member of Artist's traveling component deemed by CenterArts in its sole discretion to be material to the performance(s) hereinabove defined, or to any portion or portions thereof, or any authorized agent of Artist takes any voluntary affirmative action which, in CenterArts' sole discretion, renders substantial performance of Artist's contractual duties hereunder impossible, CenterArts may cancel the performance(s) hereinabove defined, or any portion or portions thereof, and in addition, Artist shall be responsible for payment of any and all costs, expenses, damages (including CenterArts' actual expenses incurred in preparation for the performance(s) hereunder) and claims from such cancellation. Any breach or anticipatory breach of this Agreement by Artist shall be deemed a material breach.
7. **MERCHANDISING PERCENTAGE.** CenterArts takes 20% of gross merchandising receipts for this engagement.

8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES ON CAMPUS.

9. Total catering budget shall not exceed the amount budgeted and accepted by the performer's representative in the original offer.

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

11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, the cost of backline equipment), or any equipment not listed as available in the Van Duzer Theater technical specifications packet, regardless of whether or not they are listed as requirements in the Artist's rider, unless these requirements are specifically written into the payment section of the contract face for this engagement, as well as the deal memo for this engagement, if a deal memo has been issued.

12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee.

13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, and all obligations of any of the parties hereto shall bind his, her, or its heirs, executors, personal representatives, successors and assigns. A fully executed contract for this engagement shall be deemed an acceptance of the terms in this rider, regardless of whether or not this rider has been countersigned by the artist or an authorized representative of the artist.

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




For Artist

Tax ID/Social Security #



For CenterArts



For University Center

Updated: April, 2009