



**CREATIVE ARTISTS AGENCY**

401 Commerce Street, Penthouse  
Nashville, TN 37219  
615-383-8787/615-383-4937 Fax

December 18, 2014

Roy Furshpan  
Humboldt State University - Arcata, CA  
1 Harpst Street  
Arcata, CA 95521

**RE:** BRETT DENNEN  
**CORP:** [REDACTED]  
**DATE/SHOWTIME:** Wed 02/18/15 (US) - 08:00 PM  
**VENUE:** Van Duzer Theatre - Arcata, CA  
**TOUR:**  
**DEAL:** \$5,050.00 guarantee + 85% of GBOR after all approved expenses and taxes and 15% promoter profit  
**Billing:** Artist to receive 100% Headline billing.  
**Performance Length:** Artist to perform one complete solo acoustic show.  
**Sound and Lights:** Purchaser to provide and pay for first class sound & lights, per Artist specifications.  
**Support Talent:** Purchaser to pay \$200 for support, Willy Tea Taylor

Dear Roy:

Enclosed please find the contracts and riders for the above-mentioned engagement. Please sign all copies and return them to my office as soon as possible for further processing. If you have any questions, please do not hesitate to call.

Best Regards,

Lee Goforth (LGO)  
CREATIVE ARTISTS AGENCY

**PLEASE NOTE DEPOSITS ARE DUE AS FOLLOWS  
AND MAY BE PAID BY CERTIFIED CHECK OR  
FEDERAL RESERVE BANK WIRE TRANSFER:**

No deposits are required

**WIRE TRANSFER SHOULD BE SENT TO:**



**PLEASE NOTE THAT WE DO NOT ACCEPT ACH CREDITS**



CREATIVE ARTISTS AGENCY

401 Commerce Street, Penthouse

Nashville, TN 37219

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

ELECTRONIC

AGREEMENT made this 14th day of Dec. 2014 Between One Redwood, Inc. (hereinafter referred to as "PRODUCER"), furnishing the services of the artist(s) professionally known as Brett Dennen (hereinafter referred to as "Artist") and Humboldt State University (hereinafter referred to as "PURCHASER"). It is mutually agreed upon between the parties as follows: The PURCHASER hereby engages the PRODUCER and the PRODUCER hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions herein set forth, including those attached hereto entitled "Additional Terms and Conditions".

1. Name and Address of Place of Engagement: Van Duzer Theatre - Arcata, CA

2. Date(s). Showtime: Wed, Feb 18, 2015 @ 08:00 PM

3. Additional Information:

Billing: Artist to receive 100% Headline billing.

Performance Length: Artist to perform one complete solo acoustic show.

Sound and Lights: Purchaser to provide and pay for first class sound & lights, per Artist specifications.

Support Talent: Purchaser to pay \$200 for support. Willy Tea Taylor

Additional Provisions: \*For all marketing/adplan/on sale materials and approval, contact Katie Nowak at CAA.

Merchandise: 90/10 All

Who Sells: Artist sells

4. COMPENSATION AGREED UPON (Amount and Terms):

\$5,050.00 guarantee + 85% of GBOR after all approved expenses and taxes and 15% promoter profit

TICKET SCALING:	Show Type:	Public Event		
General Admission	812 @	\$25.00	\$20,300.00	
Student	@	\$15.00	\$0.00	
Total Capacity:	812	Gross Potential:	\$20,300.00	
Total Tax%	.00%	Tax/Deductions:	(\$0.00)	Net Potential: \$20,300.00

Full guarantee Paid the night of in a university check. Bonuses paid the next business day

5. DEPOSITS/CONTRACTS: No deposits are required

Purchaser will make payments as follows: all payments shall be paid by certified check, money order, bank draft, wire transfer, or cash. Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. CONTRACTS MUST BE RETURNED WITHIN 30 DAYS OF RECEIPT. BALANCE of Guarantee, Plus Percentage Payments, if any, and Sound and lights Payments, if any, to be paid in United States Currency by PURCHASER to ARTIST no later than Prior to Performance, evening of engagement

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

7. If Artist is Headlining This Engagement: "All Support Talent is Subject to Artist Approval."

8. If Artist is Supporting This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."

9. 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 the Producer relating to and permitting such recording, reproduction or transmission.

Signed: [Signature] (ARTIST/PRODUCER) PRODUCER: One Redwood, Inc.

Signed: [Signature] (PURCHASER) PURCHASER: Humboldt State University - Arcata, CA by Roy Furshpan

Return all signed copies to Agent: Lee Goforth Agreement No. 607777

Mail To: Roy Furshpan; Humboldt State University; 1 Harpst Street, Arcata, CA 95521 Business phone: 707-826-4411; Business fax: 707-826-5980

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

ALL PAYMENTS BY UNIVERSITY CHECK

IN-HOUSE SOUND, LIGHTS & PRODUCTION

UNIVERSITY CANNOT PAY DEPOSITS

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

ANY PERCENTAGE PAYMENTS MADE BY UNIVERSITY CHECK MAILED FOLLOWING BUSINESS DAY

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

**Additional Terms and Conditions**

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

1. PURCHASER agrees that it shall be solely responsible to provide a safe environment for the performances set forth in the Agreement (the "Performances") including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Performances and all persons and equipment are free from adverse weather and other conditions, situation and events ("Adverse Conditions"). PRODUCER and Artist shall not have any liability for any damage or injury caused by such Adverse Conditions. PURCHASER further agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the Performances, and if required by PRODUCER, any and all rehearsals therefor, including, but not limited to:

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

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

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

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

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

2. PURCHASER will comply promptly and professionally with PRODUCER'S directions regarding the arrangement of stage decor and settings for the Performance(s).

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

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

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

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

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

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

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

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

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

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

10. PURCHASER agrees that PRODUCER may cancel the Performance(s) hereunder, in PRODUCER's sole discretion, by providing at least thirty (30) days notice to PURCHASER prior to the Performance(s) date. In such event, PRODUCER will return any amounts previously paid by

PURCHASER pursuant to this Agreement, and shall have no further obligations.

11. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of PURCHASER has changed, been misrepresented or been impaired, PRODUCER may cancel the Agreement without payment or penalty of any sort.

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

- a. PRODUCER, in its sole and exclusive discretion, may immediately terminate this Agreement;
- b. PRODUCER will have the right to retain any amounts theretofore paid by PURCHASER;
- c. PURCHASER will immediately reimburse PRODUCER for any out-of-pocket costs incurred by PRODUCER and/or Artist as a result of PURCHASER's breach;
- d. PURCHASER will remain liable to PRODUCER for the guarantee and any additional compensation due PRODUCER, as set forth in the Agreement; and
- e. PRODUCER and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

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

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

15. Force Majeure.

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

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

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

15.1 In the event that this Agreement concerns a support artist performance, and the headline artist of such engagement does not perform for any reason (except a Force Majeure Event cancellation for which Section 15 above will apply), if Artist is ready and willing to perform the services set forth herein, PRODUCER will be entitled to receive the full, agreed upon compensation set forth in this Agreement.

16. Insurance

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

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

insurance as set forth herein. PRODUCER may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.

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

17. Indemnification

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

1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance;

2. Any and all loss, damage, and/or destruction occurring to PRODUCER's, Artist's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control;

3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and

4. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by PRODUCER. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to PRODUCER, and PRODUCER expressly agrees to such claim, deduction, or offset in writing.

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

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

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

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

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

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

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

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

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

25. In the event that the performing artist(s) are members of the American Federation of Musicians ("AFM"), PURCHASER agrees that a representative of AFM will have access to the place of engagement covered by this agreement for purposes of communicating with the performing artist(s) and PURCHASER; provided, however, that PURCHASER acknowledges that AFM is not a party to this agreement and is not liable for the performance or breach of any provision hereof.



ADDITIONAL RIDER TO CONTRACT DATED : December 14th, 2014

BY AND BETWEEN Brett Dennen - One Redwood, Inc.

(hereinafter referred as PRODUCER), AND Humboldt State University

(hereinafter referred as PURCHASER) FOR PERFORMANCE (S) AT Van Duzer Theatre

IN Arcata, CA ON Wed, February 18th, 2015 @ 08:00 PM

**Expenses**

VARIABLE Credit Card 3 %, Up To \$500.00

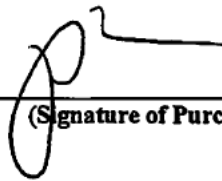
EXPENSES:

Total Variable %:	1.50%	Total Variable \$ :	\$304.50
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FIXED EXPENSES:			
Advertising	\$750.00	Loaders	
ASCAP		Medical	
Backline		Miscellaneous	
Barricade		Monitors	
BMI		Phone	
Box Office Fee		Piano	
Catering	\$750.00	Piano Tuner	
Chair Rental		Power	
Clean-up		Production Manager	
Electrician		Rent	\$725.00
Equipment Rental		Rigging	
Exchange Rate		Runners	\$350.00
Firemen		Security	\$900.00
Forklift		Security/Police	
Furniture		Security/Private	
House Nut		SESAC	
Insurance		Set-up	
License/Permit		Sound & Lights	\$2,000.00
Notes:			
			Total: \$7,300.00

If the PURCHASER has other or greater expenses, the contract shall not be affected (except advertising, stagehands or catering, which may increase with written approval of ARTIST's management). If, however, the bona fide aggregate paid bills related to any of the above listed costs shall total less than stated herein, the expenses will be reduced by the difference between the total listed costs above and actual total listed costs as established to the reasonable approval of ARTIST's auditors based on the books, records, and paid bills maintained in connection with the event. It is the responsibility of the PURCHASER to have on hand at the event any and all original paid or unpaid bills needed to document said expenses. Any expenses not so documented will be the PURCHASER's sole responsibility.

ACCEPTED AND AGREED TO BY:

  
\_\_\_\_\_  
(Signature of Purchaser)

  
\_\_\_\_\_  
(Signature of Artist)

**BRETT  
DENNEN**

**2015  
CONTRACT  
RIDER**



Contact Page:

Mark Lynch  
Tour Manager

[REDACTED]

[REDACTED]

Brad Conrad  
FOH

[REDACTED]

[REDACTED]

Ben Broderick  
Day to Day Manager

[REDACTED]

[REDACTED]

Jeff Krones  
Booking Agent

[REDACTED]

[REDACTED]

## **PART 1 - NON-TECHNICAL REQUIREMENTS**

### **1.01 GENERAL REQUIREMENTS**

It is understood and agreed that this agreement may not be changed, modified, waived, or altered, except by an instrument in writing, signed by the parties hereto. Nothing in this agreement shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over services of the ARTIST or over the performance hereunder. Whenever there is any conflict between any provisions of this agreement and any law, or any such rule or regulation of any such union, guild or similar body, such law, rule or regulation shall prevail, and this agreement shall be modified to the extent necessary to eliminate such conflict.

This rider and the contract attached hereto is the sole and complete agreement between the parties concerning the engagement. The terms and conditions of this rider shall supersede and control those terms and conditions stated in any attached agreement, or any rider submitted by PURCHASER. Nothing in this agreement shall be construed to constitute the parties as a partnership, joint venture, or any other type of relationship 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.

The sections and subsection heading contained herein are for convenience only and shall not be used to interpret this agreement.

The obligations stated in this rider and the contract attached hereto shall not be assigned or transferred in whole or in part by PURCHASER without the prior written consent of ARTIST and any such attempted assignment or transfer shall be null and void.

### **1.02 BREACH**

All terms and conditions as set forth in this agreement are by their nature essential and fundamental to this agreement. Accordingly, PURCHASER'S failure to perform any of the terms and conditions set forth in this agreement shall be considered a material breach and/or an anticipatory repudiation of this agreement. No waiver by ARTIST of any term or provision of this agreement shall affect ARTIST'S rights to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether similar or dissimilar.

In the event that PURCHASER refuses, neglects or fails to provide any of the terms or obligations herein stated, or fails or refuses to make any of the payments herein required, then PURCHASER shall be deemed in material breach of contract. In such event, ARTIST shall have the right to cancel or terminate the PERFORMANCE without liability to PURCHASER, retain any

amount theretofore paid to ARTIST as partial damages and PURCHASER shall remain liable to ARTIST for the full contract price plus all percentage monies due hereunder plus any and all damages resulting there from. For the purpose of this paragraph, "percentage monies due" shall be based on the gross potential stated on the face of the contract attached hereto.

### **1.03 MERCHANDISING/CONCESSIONS:**

PURCHASER agrees that ARTIST'S designees, shall have the sole and exclusive right to sell, distribute and/or display all items of merchandise bearing ARTIST'S names, likeness, voice, and logos (including, but not limited to, souvenir books, audio recordings, wearing apparel, posters, stickers, programs, and other merchandise) at or about the venue on the day(s) of ARTIST'S performance. NO OTHER MERCHANDISING IS PERMITTED.

90/10 - 100%  
100% of merchandise sales goes to the ARTISTS

### **1.04 NO VENDING**

ARTIST reserves the right to prohibit the sale or free promotional give-aways of any merchandise that may be determined as dangerous to ARTIST performance and personnel. These items may include glow sticks, key fobs, balls, flammable items, Frisbees or any similar item that could be considered a flying object and inflatable items.

### **1.05 CANCELLATION/FORCE MAJEURE**

ARTIST reserves the right to cancel the engagement by giving at least thirty (30) days notice to PURCHASER. In which event, ARTIST shall be discharged of any liability to PURCHASER hereunder whatsoever with respect to canceled performances.

Notwithstanding anything to the contrary, it is further understood and agreed that in the event of any failure by the PURCHASER to fulfill any of the terms and conditions provided herein, then PURCHASER shall be deemed in material breach of contract. In such event, ARTIST shall have the sole right to cancel the engagement, ARTIST shall be discharged from any liability hereunder and shall be entitled to retain any deposits or other monies therefore paid ARTIST by PURCHASER without limiting ARTIST'S other remedies, all of which are expressly reserved.

ARTIST'S obligation is subject to the detention or prevention by way of sickness, inability to perform, accident, interruption or failure of means of transportation, Act of God, riots, strikes, civil unrest (including without limitation violence or threat of injury to ARTISTS or patrons), fuel rationing, any unforeseeable act of any contractor, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond Artist's control.

PURCHASER agrees to execute this rider and the attached contract within ten (10) days of the date of said contract; otherwise, PURCHASER shall be deemed in material breach of contract.

In such event, ARTIST shall have the right to cancel the engagement, without liability, and to exercise all rights and remedies described herein.

**1.06 BILLING/ADVERTISING/PROMOTIONS/TICKETS:**

Artist (BRETT DENNEN) shall receive 100% star billing in any and all publicity releases and paid advertisements, including, but not limited to program, fliers, signs, and marquees. The correct billing for Artist, applicable in all promotional materials is:

**BRETT DENNEN**

ARTIST must have approval over an opening act if any.

PURCHASER shall obtain camera-ready print materials and radio spots from Mick Management, which shall be used to promote the appearance and performance of the engagement. Such spots and artwork shall be the sole expense of PURCHASER. No other print materials or radio spots are permitted.

ARTIST retains final control over all ticket copy and layout. NO VENUE, SERIES OR PROMOTER SPONSORS WILL BE ALLOWED ON THE TICKET.

Radio station giveaways and/or trades can only be done with ARTIST's prior written approval. In this eventuality, an original invoice from the participating station must be presented at settlement, along with the comp sheet from the box office. Giveaways on college stations must include a letter from the station manager detailing the promotion.

**1.07 PERFORMANCE:**

The Artist has 100% control of the performance.

There will be absolutely NO professional video recording, professional flash photography or radio broadcasts during the performance unless prior written permission is granted by the ARTIST. All unauthorized taping equipment will be confiscated by PURCHASER and held until completion of performance.

PURCHASER shall not employ, arrange or allow for any master of ceremonies, announcer or opening act for the PERFORMANCE, without ARTIST's prior written approval. If ARTIST does consent to such performer/MC, said performer/MC shall be under the exclusive control of ARTIST.

**1.08 INSURANCE:**

PURCHASER shall secure at its sole cost and expense, Commercial General Liability Insurance covering any claims, liabilities, or losses resulting directly or indirectly from injuries to any person (including Bodily Injury and Personal Injury) and from any Property Damage and/or Loss in amount of a combined single limit of Five Million Dollars (\$5,000,000 USD.) aggregate per occurrence and Five Million Dollars (\$5,000,000 U.S.D.) aggregate per event placed with an insurance company acceptable to ARTIST and naming One Redwood INC and its principals and each of their respective directors, officers, employees, suppliers and agents as additional insured. PURCHASER shall furnish to ARTIST a copy of said Commercial General Liability policy(s) and Umbrella policy(s),

PURCHASER agrees that the above insurance policies shall cover all areas of the venue. In addition, PURCHASER agrees that there shall be no exclusions or modifications (including, without limitation, exclusions of coverage for security personnel) to the above insurance policies except as agreed upon in writing by ARTIST.

**1.9 INDEMNIFICATION:**

PURCHASER agrees to indemnify and hold harmless, ARTIST, its principals, and each of their respective directors, officers, agents and employees from and against any claims, costs (including without limitation reasonable attorney's fees and legal 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 a direct or indirect consequence of: (1) the PERFORMANCE; (2) any breach or alleged breach of any warranty; representation, or covenant made by PURCHASER herein; or (3) PURCHASER'S failure to perform any agreement between PURCHASER and any third party.

**1.10 LIABILITY:**

Except as otherwise stated herein, PURCHASER assumes sole responsibility for any cost, expenses, charges, claims, losses, liabilities, and/or damages directly or indirectly related to the engagement.

**1.11 PERMITS/LICENSES:**

PURCHASER shall at its sole cost and expense obtain all licenses, permits, certificates, authorizations or other approvals required to be obtained from any union, guild, public authority, performing rights society or any other entity properly having jurisdiction over the PERFORMANCE and any part thereof. PURCHASER shall comply with and fulfill all terms, conditions and covenants set forth therein. Copies of all licenses, permits, and the like shall be furnished to ARTIST upon request. This paragraph shall apply to all aspects of the PERFORMANCE and to all requirements of this rider.

## 1.12 FILMING

The Artist reserves the right to shoot footage for archival purposes and possible future broadcast. ARTIST shall be allowed to record all aspects of the performance in and around the venue including but not limited "backstage" and "performance" footage. All recorded material remains the sole property of the ARTIST. PURCHASER shall inform ARTIST's Tour Manager and Production Manager in writing of any restrictions, if any associated with the recording of all footage whether "backstage" or "performance". Members of the documentary team are considered part of the tour and will have access to all areas of the venue.

## PART 2 - SETTLEMENT/BOX OFFICE/PAYMENT:

### 2.01 GENERAL

It is understood and agreed by all parties hereto that the fee paid herein consists the following:

- a) A predetermined minimum guarantee ("guarantee") in the amount stated on the face of the contact attached hereto, and:
- b) A percentage of the gross receipts ("Percentage") as stated on the face of the contract attached hereto.
- c) Fifty percent of the guarantee shall be deposited with ARTIST upon signing, unless stated otherwise in this agreement. All further payments to ARTIST shall be made in ~~cash, cashiers-check or wire transfer~~ as directed by ARTIST'S Tour Manager, with ~~balance~~ <sup>Full</sup> of Guarantee paid prior to ARTIST'S performance, subject to the terms of the contract attached hereto.
- d) PURCHASER further agrees to give ARTIST'S representative the right to enter the box office at any time (before, during and after the performances) and to examine and make extracts from the box office records of PURCHASER relation to the gross receipts of this engagement. A written box office statement, certified and signed by PURCHASER, shall be furnished to ARTIST prior to ARTIST'S performance.
- e) PURCHASER shall furnish the following documentation to ARTIST'S representative upon arrival at venue. All reports must be run the evening prior to the stated performance and again the day of the performance.
- IN HOUSE TICKETING REPORTS ONLY*  
*NON-TICKETMASTER VENUE*
- ◆ Ticketmaster (and/or other ticket service) "Audit"
  - ◆ Ticketmaster (and/or other ticket service) Seating Map
  - ◆ Daily ticket sales audits for each day tickets have been on sale
  - ◆ Credit Card Audit (Caudit) for all credit card transactions

*University  
check*

*No deposit - m/c*

## 2.02 TICKET SALES/COMPS:

a) PURCHASER shall not sell tickets to the engagement as part of a series of other concerts without the prior written consent of ARTIST. All tickets printed under the manifest shall be the one-stub, one-price variety. PURCHASER shall not issue any complimentary tickets without the written authorization of ARTIST.

b) PURCHASER will provide to Artist's representatives a guest list or comp tickets as outlined below. If the venue has reserved seating, PURCHASER will ensure that such Guests or complimentary ticket holders will have seating in the center section between rows 5 - 20.

i) PURCHASER shall hold necessary complimentary tickets available for ARTIST unless otherwise agreed to in writing by the parties. All seats are to be in locations specified by ARTIST prior to the on-sale date. No "house" tickets are to be in the first 10 rows. The amount of tickets required would be allotted up to ~~thirty (30)~~ <sup>18 (ESSEX VENUE)</sup> complimentary admissions to the show, except for shows in New York, Los Angeles, San Francisco, where we require FIFTY (50) spots. YES, We really do need these.


ii) Any additional tickets requested in writing for purchase by ARTIST shall be charged at the net cost of the ticket as defined on the face of the contract attached hereto.

## 2.03 EXPENSE SITUATIONS:

PURCHASER understands that this agreement may be computed on the basis of estimates for total expenses received by ARTIST from PURCHASER. In such event a list of these estimates is attached hereto with additional terms contained therein. The PURCHASER further agrees that no increase to these expenses shall be allowed without the written approval of ARTIST.

a) Percentage payments shall be accompanied by a signed, written statement from PURCHASER, together with the original invoices for each expense incurred by PURCHASER in connection with the mounting of the PERFORMANCE. All expenses shall be compared with estimated expenses previously furnished by PURCHASER and ALL EXPENSES IN EXCESS OF ESTIMATE SHALL NOT BE INCLUDED IN THE EXPENSES ATTRIBUTED TO THIS FESTIVAL FOR THE PURPOSE OF COMPUTING THE PERCENTAGE AND SHALL BE THE PURCHASER'S SOLE EXPENSE. If actual costs are less than the estimate, then the actual costs shall be used.

b) PURCHASER shall be solely responsible for the payroll, transportation, hotels and expenses for all of its personnel. None of the above, or any similar expenses shall be considered a show expense. No internal office expenses such as telephone, fax, postage, and courier charges shall be accepted for payment at settlement. This includes all PURCHASER production staff office costs regardless of location or

\* SOME EXPENSES ARE INTERNAL UNIVERSITY BILLING CHARGES (RENT, BOX OFFICE, ETC.) NO ORIGINAL INVOICES CAN BE PROVIDED AS BILLING IS ON A PER SEMESTER BASIS 

form of payroll. PURCHASER shall be solely responsible for payment of its Production Manager, and such payment shall not be considered a show expense.

c) All expense payments based on contractual situations, such as hall rent, ticket commissions, insurance, newspaper advertising, etc., must be accompanied by the original and current contract for each situation, with the terms, conditions and costs clearly detailed within, available for inspection and approval by ARTIST'S Tour Accountant or such expense shall not be approved for payment.

#### **2.04 ADVERTISING SETTLEMENT:**

All advertising invoicing presented at settlement for payment must be original (not Xeroxed or faxed) and must contain the following:

- ◆ Gross, net and commissionable or discountable amounts.
- ◆ A notarized affidavit of performance (through 2 days prior to event) stating: dates run: times run; and contract rates.
- ◆ Co-Presents packages must be detailed in a notarized letter from the station manager on station letterhead.
- ◆ Invoice number, dates and BRETT DENNEN listed as client.

ii) Insertion or agency orders are not acceptable for payment.

iii) Original tear sheet must accompany all print invoicing.

iv) ONLY NET ADVERTISING INVOICES SHALL BE ALLOWED FOR SETTLEMENT, REGARDLESS OF THE USE OF ANY IN-HOUSE AND/OR OUTSIDE AGENCY.

v) No public relations or promotion consultation fees shall be acceptable for payment

vi) All advertising, of any kind including without limitation, schedules, length of spots and size of ads must be approved in writing by ARTIST or such expenditure will not be used for the computation at settlement.

#### **2.05 BOX OFFICE:**

In the event that compensation payable to artist hereunder is measured in whole or in part by a percentage of receipts, ARTIST shall have the right to set a limit to the number of persons admitted free. If PURCHASER is unable to accurately determine the number of persons admitted free, the PURCHASER agrees to accept as binding a reasonable estimate made by the ARTIST'S representatives. PURCHASER shall provide Tour Manager with a written box office report including guest list. The PURCHASER must also provide examples of advertising, reviews, articles, interviews, and examples of billing as well.



Prior to event date, PURCHASER will disclose to ARTIST, the exact locations, pricing and number of tickets by category, of ANY and ALL tickets not disclosed in audits or manifest. These must include all box seats and club seats. Unless these ticket blocks have been disclosed and agreed to, in writing, prior to event date, PURCHASER agrees to pay ARTIST top ticket scale for each ticket not disclosed. This payment will sit outside the agreed upon show deal entirely and be paid as a gross number. NO taxes, surcharges or fees will apply. The ARTIST, upon arrival at venue on performance date, will count each and every seat in venue to determine the true venue gross capacity.

**2.06 TAXES:**

PURCHASER shall indemnify and hold harmless ARTIST, its principals and each of their respective directors, officers, employees, and agents from any and all taxes, fees, dues and the like relating to the engagement and any monies due hereunder to ARTIST shall be free of the same.

PURCHASER shall advise ARTIST fourteen (14) days prior to event date, of any municipal, state or city artist withholding tax and this said tax formula. PURCHASER will supply ARTIST with copy of local bylaw or tax bill verifying this withhold. PURCHASER will supply ARTIST with all relevant withhold documents from local, regional, state, or federal authorities including contact information.

**2.07 SETTLEMENT:**

Settlement will be started after the performance. A copy of all the bills shall be presented to the Tour Manager for him to keep for his records. Unless previous arrangements have been made, a ~~CASHIERS CHECK or WIRE TRANSFER~~ payable to ONE REDWOOD INC. [redacted] will be accepted for the balance of the guarantee and (any overages that may occur.) *Overages will be mailed the following day - m -*

~~PURCHASER agrees to provide ARTIST with a reasonable percentage of payment in cash if requested by ARTIST. ARTIST will request this sum and required increments, no less than three (3) business days prior to engagement.~~ *University check - m -*

**PART 3 - PRODUCTION REQUIREMENTS**

This production Rider has been prepared to facilitate the Artist's best Performance and must be strictly adhered to. If for any reason a requirement cannot be met, notification must be submitted to Tour Manager or the Production Manager [see contact information]. In addition, Artist's agent must confirm any alterations in writing. Any alterations, which have not been confirmed in writing, shall be of no effect whatsoever.

AS PER OUR CONTRACT, PURCHASER IS TO PROVIDE FIRST CLASS LOCAL SOUND AND LIGHTS AS PER ARTIST SPECIFICATIONS TO FILL OUR REQUIREMENTS. ALL LOCALLY SUPPLIED AUDIO AND LIGHTING EQUIPMENT MUST BE ADVANCED WITH AND SIGNED OFF ON BY THE ARTISTS PRODUCTION MANAGER. ALL LOCALLY SUPPLIED EQUIPMENT MUST BE INSTALLED AND PROPERLY FUNCTIONING PRIOR TO THE START OF ARTIST LOAD-IN.

### 3.01 PURCHASER REPRESENTATIVE

PURCHASER and/or senior representative must be present at engagement from first crew call to last truck departure. This person should be competent to deal with all issues relevant to the engagement, and must be authorized to make monetary decisions.

### 3.02 AUDIO SYSTEM

The ARTIST'S production staff must have the sole and complete authority in mixing, controlling, system tuning and all aspects of the sound system installation geometry, pre sound check through performance. Purchaser agrees to verify that union or other regulations for the facility will not in any way interfere with this provision. Failure to notify the Tour Manager of any problem with this provision shall result in withholding performance without prejudice. Two qualified audio technicians should be present during all performances and sound checks to solve any problems that may occur with the Audio system.

It is our feeling that all systems should be run as per the manufacturer's specification. No homemade crossover settings! Please ensure that any locally supplied audio system is set up this way prior to our arrival. All sound system providers must be able to present or prove that they have not edited settings in any way.

#### LOCALLY PROVIDED SOUND SYSTEM SPECIFICATIONS

← In-House System only  
DTS

Sound system should be a flown linear array (line array). System specification and design is very venue specific, therefore Brad Conrad (FOH - see contact sheet) must be involved in every aspect of intended system installation. Some examples of the range of acceptable systems would be as follows: -

- For 500 people or less, two-dimensional gymnasium floor, park or fieldhouse, a compact linear array such as EV XLD, QSC Wideline or Meyer Mica may be used. This type of system would need to be 8 to 10 elements per side, with two double 18" sub woofers per side.
- For 2000 to 6000 people, in a two dimensional space, L Acoustics, V-Dosc, Meyer Milo, Martin W8 or JBL Vertec may be used. This type of system would need to be 8 to 14 elements per side, with 4 to 6 double 18" sub woofers per side.

Note to speaker vendor (Sound co): While the ARTIST respects the sound vendors' right to protect his or her equipment through the proper use of manufacturer developed speaker drive and limiter settings, The ARTIST urges sound vendors to not use home brew drive settings. The ARTIST will not accept the implementation of mix buss compression. Mix compression is art, not loudspeaker management. Nor will gain off sets be accepted.

The ARTIST'S FOH mixer will always use any sound system within its operating limits and never beyond. The ARTIST'S mixer will always mix with respectful responsible levels while regarding sound restriction laws if any.

Any system size will require a minimum of four full range front fill boxes such as Meyer UPJ (my preferred choice) or EAW JF-80.

← IN-House Frontfills only  
DP

#### OPENING ACT AUDIO REQUIREMENTS

Local sound vendor will provide FOH and monitor mixing environments, mic snake, mic DI's and stands, monitor wedge speakers and associated amplifiers. As opening acts come and go, requirements may vary. Expect to cover up to 32 inputs to FOH and monitors as well as 4 to 6 stage mixes. Specific opening act details to follow in due time (3-4 weeks prior to event).

#### 3.03 TECHNICAL INFORMATION

PURCHASER shall furnish to the Artist's Production Manager all pertinent technical information relevant to the Engagement at least three (3) weeks prior to Engagement.

#### 3.04 BUILDING REQUIREMENTS

The Venue shall be clean, well lit, well ventilated, and properly heated or air-conditioned.

#### 3.05 LOAD-IN ACCESS

It is essential that nothing obstruct the load in. Any and all vehicles, bleachers, chair racks, or anything else that might impede the load in must be removed before first call.

3.06 PARKING

- a) To be clear at time of load-in for the following vehicles (SUBJECT TO CHANGE):
  - ◆ (1) (45)-foot tour bus
  - ◆ (1) Runner's vehicles
  - ◆ (1) Opener Bus or Van

← Room For 1 bus w/No trailer to Park, Opener bus must load then leave Venue P.T.S.

All parking for these vehicles must be immediately adjacent to the backstage loading area.

- b) There should be sufficient maneuvering space for trucks and buses to make comfortable access.
- c) During inclement weather it is essential that snow removal crew and equipment sand and salt all vehicle areas, and be available, at time of load-in, show call, and again at load-out.
- d) PURCHASER will advise Tour Manager on all aspects of parking logistics, will fax diagrams/maps, and make any and all other necessary arrangements a minimum of (14) days prior to engagement

3.07 GENERAL SCHEDULE

...Will be confirmed for each show by TM or Production Manager...

All local equipment install must be completed prior to the arrival and load-in of the Artists Backline equipment.

3:30pm	Load-in
4:30pm	Brett Dennen sound check
5:30pm	Support set up and sound check
<del>6:30pm</del>	Dinner
<del>7:30pm - 7:00pm</del>	Doors
8:00pm	Support Performance (40 mins)
9:00pm	Brett Dennen Performance (90 mins)
10:30pm	Show ends - load-out begins

3.08 SOUNDCHECK

Sound checks are closed to all but those staff immediately involved with the event. **Brett Dennen will sound check every day.** The PURCHASER shall advise the Production Manger of any restriction with regards to the sound check (i.e. timing, volume, dB level etc.) a minimum one week prior to the engagement.

**3.09 TIME OF PUBLIC ACCESS**

PURCHASER shall not allow audience to enter Venue until such time as all set-up and sound checks have been completed, all security is in place, and Artist's Production Manager has confirmed such set-up and security to PURCHASER. The overriding consideration at all times shall be the safety of the audience, the ARTIST, and the facility. The PURCHASER shall be responsible for such maximum safety and act accordingly.

**3.10 ELECTRICIAN**

PURCHASER shall ensure at his sole cost that a licensed and legally certified electrician shall be present at commencement of load in and shall remain until advised by Production Manager. The same person must be present during engagement and until completion of the load out.

**3.11 POWER REQUIREMENTS**

- a) Power for sound and lights must be on separate services.
- b) Voltage shall vary no more than five percent (5%) with full current drawn.
- c) In the event that any of these power services fail or become inadequate, the PURCHASER will provide sufficient alternatives at his sole cost.
- d) If generators are to be used, PURCHASER must supply specifications to Artist Production Manager no less than two (2) weeks prior to Engagement.

**3.12 RIGGING**

- a) ARTIST's preference is to fly both sound and lights, as it is always safer than ground stacked sound and ground supported lighting.
- b) PURCHASER shall advise Production Manager at least two (2) weeks prior to Engagement of any weight restrictions, structural defects or safety ordinances that may restrict the hanging "Flying" of the show.

### 3.13 STAGING

- 36' DEEP DTS 3' High
- For Stage Build Venues - the minimum flat, solid, unobstructed stage area required by the Artist is (40) feet wide, (40) feet deep, and (5) feet high. Stage surface must be free and clear of all protrusions, and capable of supporting (250) pounds per square foot. NOTE: Kick-rails must be available for installation at first call, subject to Production Manager's discretion and direction. There must also be two sets of access stairs, one midstage left, and one midstage right.
  - Wings stage right and left to be (8) feet x (24) feet x (2) feet high.
  - There should be a black stage skirt capable of covering the width and height of stage.
  - Construction of all staging must be completed a minimum of one (1) hour prior to first call.

### 3.14 MIX POSITION

- In all circumstances, Artist's Production Manager shall have final approval of size and positioning.
- For Stage Build Venues - FOH control area shall be a minimum 12' x 16'. Sound and lighting control will set on the floor. In addition, we require bicycle rack for barricade all around the mix position.

### 3.15 BARRICADE

- In ALL engagements deemed necessary by Production Manager, PURCHASER shall provide a standard freestanding drop-plate style, blow-through barricade, minimum of 70'.

Bike rack fence or other movable fencing is not an acceptable alternative

- Exact placement of the house barricade shall be at the discretion of the Production Manager.

### 3.16 PRODUCTION OFFICES - Three rooms total backstage - 10

- PURCHASER shall provide one (1) office for tour production. Any production offices for the PURCHASER shall be separate from these rooms. This room must be available from (30) minutes prior to load-in time until (60) minutes after the completion of load-out, be located in the backstage/secure area as near to the stage as possible and shall each contain the following: (2) large tables, min. (3) chairs, all local telephone books,

min. (2) 110v 15a electrical outlets, (1) paper recycling wastebasket, and (1) regular wastebasket.

b) **TELEPHONES:**

Tour Production: (2) telephone lines, all with touch-tone telephones.

c) **HI-SPEED INTERNET:**

- Access to high speed Internet shall be made available in the production office and throughout the backstage area. PURCHASER shall advise tour of any costs for this service in advance. We can't stress enough how important it is to us to have Internet access daily throughout the backstage area.

d) **NOTE:** All telephone lines must be direct in/out of the venue and have no outgoing calling restriction to USA and Canada. **NO CHARGES FOR LONG DISTANCE CALLS SHALL BE ACCEPTED AT SETTLEMENT.** All phone lines must be able to dial 1-800 numbers freely. All phone numbers must be given to Artist's production manager a minimum three (3) weeks prior to the engagement.

3.17 **RUNNERS**

- 12 Passenger van - *AS*
- a) PURCHASER shall provide (1) production runners at time of load-in, who should have a minimum ~~25~~ passenger vehicle or van in good operating condition, full knowledge of the local area (music stores, electrical supply houses, hotel, airport, etc.), hold a valid driver's license and be fluent in English. Runner shall be for the exclusive use of Artist's Production Manager, must stay until end of load-out, and is responsible for lost receipts.

3.18 **DRESSING ROOMS** - Three rooms total backstage.

Total number of rooms required: (3)

- ◆ Dressing room for band members [2 persons]
- ◆ Dressing room for crew members (2 persons)
- ◆ Dressing room for Opening Act (4-6 persons)

If the venue does not have showers THE PURCHASER will need to provide and pay for at least 2 day rooms a near by hotel for the band and crew to use throughout the day and after the performance.

**BAND DRESSING ROOMS**

These rooms must be available from (60) minutes prior to load-in until (60) minutes after completion of load-out. Dressing room should be furnished with a couch, loveseat and comfortable chair, a coffee table and ~~(2) torchiere style light fixtures.~~ *MS*

In addition, each room must contain (1) 8' banquet table w/tablecloth, min. (2) electrical outlets, (1) full-length mirror, (3) recycling bins and (1) large trash barrel. Must be kept secure until (60) minutes after completion of load-out.

### CREW DRESSING ROOM

Must be available from (60) minutes prior to load-in until (60) minutes after completion of load-out. This room is for the sole use of Artist's touring production crew, and should comfortably accommodate a minimum of (5) people, must contain (5) chairs or adequate bench seating, (2) large table and at least (2) electrical outlets, (3) recycling bins and (1) large trash-barrel.. Must be kept secure until (60) minutes after completion of load-out.

**\*\*\* IN ALL THE DRESSING ROOMS, CLEAN AND PROPERLY WORKING SHOWERS, TOILETS, AND SINKS ARE MANDATORY \*\*\***

### CATERING/AFTER SHOW ROOM - Three Rooms Total backstage - 11

This room must be available (60) minutes prior to load-in, contain adequate space and seating to accommodate a minimum (10) people, have ample electricity and ventilation for catering purposes, and be appropriately heated or air-conditioned.

There must be sufficient table space (w/tablecloths) to allow at least (10) persons to eat comfortably at the same time

**\*\*\*ALL OF THE ABOVE ROOMS\*\*\***

~~Keys to all rooms will be presented to the Tour Manager at time of crew arrival.~~  
~~Purchaser will pay any key deposit required by Venue.~~

Dressing rooms must be accessible to stage without passing through audience area.

If dressing rooms are not properly heated, electrical heaters must be provided.

Must be kept secure until (60) minutes after completion of load-out

### 3.19 TOWELS/SOAP

- ◆ Three-dozen clean towels are required. If towels have been purchased (brand new) specifically for this event, they must be laundered twice before being presented. Minimum size is (4) feet long / (2.5) feet wide, distribution as follows:



We will need a total of (5) bath towels, (5) hand towels and (5) bars of soap in the production office at load-in.

**3.20 FIRE EXTINGUISHERS**

Check on local fire regulations

**3.21 STORAGE AREA**

Storage space is required for cases, crates and dollies after load in. This place should be as close as possible to the load in area. If insufficient space exists within the building, PURCHASER shall provide adequate weather protection so as to store this equipment outside the venue.

**3.22 BUILDING LIGHTING AND HVAC**

PURCHASER shall make arrangements for all lights not specifically required by local safety ordinances to be turned off during the show. This applies especially to all advertising, billboards, clocks, scoreboards, etc. All doorways, vomitories, lighted hallways and other entrances into the Venue must be curtained off to prevent any light from reaching the stage. Excessively loud air handling equipment may need to be turned off during performance.

**3.23 LICENCES AND PERMITS**

PURCHASER, at his own cost, shall obtain all licenses, permits or other approvals required to be obtained from any union, guild or other entity with jurisdiction or authority over or with respect to the Engagement and shall comply with all terms set forth within.

**3.24 SPECIAL REGULATIONS**

PURCHASER shall notify Production Manager of any mandatory union breaks, curfews, fire regulations, minimum light level requirements, maximum sound level limits, or any other unique regulations at least fourteen (14) days prior to Engagement so that Production Manager may ensure the Performance is unhindered. Purchaser agrees to be directly and solely responsible for any and all failures to obtain and/or communicate to Artist the foregoing information.

### 3.25 **SECURITY**

#### ***GENERAL INFORMATION:***

- PURCHASER shall provide adequate and competent security for Artist's complete entourage and all belongings, vehicles and equipment for the duration of the engagement. This is to include dressing rooms and production office after show during load out and crew shower up time. This is when we most often encounter loss.
- The PURCHASER is also responsible in ensuring the safety of patrons and to ensure that egress points are kept clear, unlocked (staffed) and are easily accessible.
- PURCHASER must keep all information regarding Artist confidential, including but not limited to permanent or temporary phone numbers, addresses, etc. Artist will rely on PURCHASER to adhere to this confidentiality requirement, as well as PURCHASER's ability to ensure all others under its employ, control or direction, do the same.
- Artist reserves the right at any time during the engagement to remove from the venue any person(s) that Artist deems an impediment to the performance or any other facet of the engagement.
- No security personnel shall leave their stations until expressly released by Artist's security staff.
- Venue shall be closed to the public during set-up, sound check, and breakdown. Only those persons directly relevant to the engagement shall be allowed on the premises.

#### **Evacuation:**

The PROMOTER is responsible in ensuring that there is an emergency evacuation plan in place and that all building and concert staff is fully briefed and aware of those procedures.

#### **Public Security:**

All bags will be checked for any object that may be deemed dangerous to the public or the artistes or are listed as disallowed items.

#### **Passes:**

Artist shall have absolute right of approval of all passes requested by PURCHASER.

- o Artist shall carry and disburse all backstage passes for the Engagement.
- o No other passes shall be used and/or honored at any time.
- o Venue or building passes will NOT be honored for backstage access.

**Multiple Dates**

In the event that the ARTIST is to perform more than one night at a venue, the PROMOTER is to supply overnight security coverage for the venue. This security will include, but not to be limited to, one security staff member to guard the stage, one security staff member to patrol and guard the dressing room/production office areas, one security staff member to patrol and guard the touring busses and trucks.

**Disallowed Items**

No patron of this event shall be allowed to enter the site/venue on Show day with any of the following disallowed items:

- Video recording devices and/or equipment
- Cameras and respective equipment of professional or high quality
- Weapons or weapon like devices
- Fireworks, sparklers, or any type of incendiary device
- Laser pointer/pens
- Unapproved or promotional material or merchandise

Signage clearly stating items not allowed into venue/site shall be prominently displayed at, along and prior to all points of patrons and/or guest ingress.

**Police Presence**

No uniform police officers are to patrol or be present on the Main stage, in front of said stage, in the barricade areas or in the Backstage Area during Show day, unless specifically requested by the Tour Manger or Production Manager.

**First Aid Provider / EMS**

The local Promoter shall supply a First Aid service provider conversant with the needs of an event of this magnitude. A response team will be required to aid those in the audience that cannot be moved due to the extent of their injuries.

**Identification:**

All security personnel are to be easily identifiable. T-shirts, jackets or blouses with "SECURITY" in large bold lettering is acceptable, armbands are not. All security staff must wear their security identification at all times. Once assigned to a position they must remain there, and not be moved to another except at the request of the tour security staff

**Security Personnel Requirements:**

Note: None of the local security personnel working shall possess or use any offensive or dangerous weapons, including capsicum or aerosol type canisters. All local security personnel must have a working and dependable flashlight, whose length does not exceed

9 inches. Small to mid sized Mag Light brand flashlights and small tactical flashlights are ideal.

The PURCHASER will provide the following security personnel:

- ◆ One (1) security staff member at the sound/mix position from the time doors open to the time that all the public has left the venue.
- ◆ One (1) security staff member at each access point to the stage (wings) from the time doors open to the time that all the public have left the venue.
- ◆ Four (4) security staff members to be placed in the stage front/pit area 2 left and 2 right from the time doors open to the end of load out. It is the artist's request that security personnel working in front of the stage be experienced members of the security staff, be discreet and handle the crowd control in this area in a safe and efficient manner.
- ◆ One (1) security staff member to be stationed at the entrance to dressing rooms from 2pm until departure from the venue after the performance.
- ◆ One (1) security staff member at each access point to the backstage area from 12pm until (60) minutes after completion of load-out.
- ◆ One (1) security staff member to constantly patrol the touring trucks and busses and any other tour related vehicles and equipment storage areas from 8am until the time that they leave.
- ◆ One (1) security staff member at each set of side stage stairs from the time doors open to the end of load out.

The Artist requires adequate ushers and security personnel to insure integrity of the seating areas and keeping of all local ordinances regarding aisles and patron safety.

**Beverages:**

***No sale of fluids in glass bottles is permitted. It is the sole responsibility of the local security services provider to ensure that should any of these items be found within the site/venue they be promptly confiscated and discarded in a safe manner.***

**Security Meeting:**

This is to be held 1 hour prior to doors opening at the Artist's production office. In attendance should be the security director, venue representative and promoter representative.

## PART 4 - CATERING REQUIREMENTS

### 4.01 GENERAL INFORMATION

**\*\*\*Listed items/requirements will be revised to reflect catering budget and tour party size at time of advancement with Artist's Tour Manager/Production Manager\*\*\***

- Following are the catering requirements for the tour: In our effort to keep everyone both happy and healthy, we request the following:
- All of our meal numbers pertain to Tour personnel only. These numbers do not include any locals you may have to feed unless specified at the time of advance.
- **WE ARE DOING OUR BEST TO MAKE THIS AND ALL OF OUR TOURS ECO-FRIENDLY. YOUR SUPPORT IS GREATLY APPRECIATED.**
- We do have vegetarians and vegans (no dairy, no meat) and people who must follow strict dietary guidelines. Please inquire if you need guidance in this area
- Recycling bins **MUST** be placed in the catering area. One can each for plastics, glass, paper and aluminum. **ABSOLUTELY NO STYROFOAM PLEASE.**
- There must be a constant supply of water and clean ice.
- **Please provide non-disposable, dish-washable plates, glasses, bowl, coffee mugs and utensils wherever possible including dressing rooms and catering.**
- **WE ARE TRYING TO ELIMINATE THE NEED FOR BOTTLED WATER ON OUR TOURS W/ 2.5-GALLON SPRING WATER COOLERS AND PERSONAL WATER BOTTLES.**
- All food must be fresh. No processed items. No canned vegetables.

### 4.02 ALL DAY DRINKS & OTHER ITEMS

Please ensure that from (45 min prior to load-in) until the load out has ended that there is a constant and plentiful supply of drinks. The cold drinks should be on ice in shallow containers.

A full tea and coffee service-to include regular and decaf coffee, regular and herbal Teas including

Earl Grey, Chamomile, English Breakfast, Lipton, and Peppermint  
 Full condiments for tea & coffee-sugar, equal, honey, raw sugar  
 Distilled water for tea Kettle  
 Lemons & limes  
 Spring Water  
 Assorted Fruit Juices

#### 4.03 LUNCH

**Brett Dennen Band/Crew will be eating lunch from the dressing room hospitality. Please make sure that all dressing rooms food and drinks are stocked (30) min PRIOR TO LOAD IN (ALCOHOL BEVERAGES WILL NOT NEED TO BE STOCKED UNTIL DOORS).**

**\*\*In the event that you are going to provide a catered lunch we will adjust our dressing room needs\*\***

#### 4.05 DINNER:

**A full, 3 course healthy meal, prepared by a chef. Catered dinner is a absolute must, in the event that you can't provide this meal you will need to give a \$20 per head dinner buyout for the 10 members of Brett Dennen band and crew (\$200). This amount will need to be paid in cash at the time of load in to the tour manager. Pizza, Fast Food, etc, shall not be considered dinner.**

Dinner will be served from 5:00pm - 8:00pm.

Typical Dinner menu should consist of:

Vegan soup

2-3 appetizers/salads. Please include spinach salad. (NO CHEESE ON SALADS)

2 hot entree choices. (1) Seafood and (1) red meat or chicken.

1 hot VEGAN (no dairy, no meat) entree

1 starch dish

Steamed, medium grain rice or brown rice

2 Fresh, local in-season cooked vegetable choices

Assorted breads and rolls, include nice whole hearth loaves

2 dessert selections - please include low fat option

Fresh in-season fruit salad

Condiments to accompany menu and including lunch condiments and steak sauces

## DRESSING ROOM REQUIREMENTS

**\*Must be set up and completed (30) min prior to load in, PLEASE REMBER THAT WE ARE USING THE DRESSING ROOM RIDER IN LIEU OF A CATERED LUNCH.**

- Please refresh ice through the day -

All deli meats and cheeses should be organic and fresh, NO pre packaged meats, NO pre made Deli trays. Meats/Cheeses should all be in individual deli counter wrapping only.

**WE WILL NOT NEED ALCOHOL BEVERAGES UNTIL DOORS**

4.08 Dressing Room (food and drink room):

\*\*\*Listed items will be revised to reflect catering budget, this is only an example\*\*\*

(2) Bottles Pinot noir or a Cabernet

**\*SMALL BRAND WINES PLEASE. No large brands such as Gallo, Rodney Strong, Kendall Kackson, BV, Berenger, Turning Leaf, Ravens Wood, Robert Mondavi, Fetzer, Frey etc**

(1) 12pk of micro brew pale ale or ipa

(1) 12pk of tecate

~~(1) Bottle of Don Julio Tequila Anejo~~

~~(1) Bottle of Jamison Whiskey~~

(8) Kombucha bottled drinks

(2) 2.5 gallon water jugs

Coffee - ground beans, good coffee please. Local preferred. No Starbucks.

Tea Kettle & Coffee Maker

Box of Guayaki Yerba Mate OR an organic brand matcha green tea bags

### FOOD:

(2) Bundles of organic Russian kale or dinosaur kale

(1) small head of organic purple cabbage

(1) bag of organic spinach

(1) container of organic sprouts

(1) bag of organic spring mix lettuce

(1) bag of organic arugula

(2) loaves of sliced multi-grain bread

(2) Pound of organic turkey lunch meat

(2) pound of organic cheddar cheese

(1) small container or several packets of mayo

(1) small bottle of Dijon mustard

(2) organic hummus container

(2) packages organic blueberries

(8) whole pieces of organic summer fruit

(4) organic apples

- (1) nub of organic of ginger root
- (1) bunch of bananas
- (1) bag of organic carrots
- (1) head of organic broccoli
- (1) organic cucumber
- (1) bag of organic snap peas or snow peas
- (2) organic limes
- (2) organic lemons
- (4) red organic red bell peppers
- (4) organic ripe avocados
- (1) container of green olives
- (2) bag of organic blue corn tortilla chips
- (1) container of organic mild or medium salsa
- (1) box of almond milk
- (1) jar of organic almond butter
- (1) large container of greek yogurt
- (1) box of granola
- (1) bag or organic RAW almonds
- (1) bag of RAW cashews

Please provide recycled utensils, plates, cups and napkins. As well as a bottle opener/corkscrew and a knife for cutting and cutting board

**miscellaneous:**

- (2) 9 volt batteries \*ironing board setup in green room please \* 12 dressing room towels/ 6 stage hand towels

**AFTERSHOW FOOD / BUS RIDERS**

**BUS RIDER NEEDS AND AFTERSHOW FOOD TO BE ADVANCED FOR  
EACH SHOW WITH THE TOUR MANAGER**



## PART 5 - CONCLUSION

PURCHASER hereby confirms to have read and understood the foregoing terms and conditions of this agreement, including:

PART 1 - NON TECHNICAL REQUIREMENTS

PART 2 - SETTLEMENT/BOX OFFICE

PART 3 - PRODUCTION REQUIREMENTS


PART 4 - CATERING REQUIREMENTS

Accordingly, PURCHASER agrees to be bound by all of the foregoing terms and conditions of this agreement.

AGREED TO AND ACCEPTED:

PURCHASER

PRODUCER

By:   
\_\_\_\_\_  
Title: \_\_\_\_\_

By:   
\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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