

AGENT: Todd Walker



THE WINDISH AGENCY

CONTRACT #: 84404

By mutual agreement made this date, **Wed, Dec 18, 2013** by and between **Cassandra Wilson** (hereinafter referred to as "ARTIST") and **Van Duzer Theatre** (hereinafter referred to as "PURCHASER"). The undersigned ARTIST and PURCHASER agree to the following terms and conditions for the entertainment presentation described below.

DATE(S): Sat Feb 28th, 2015
ARTIST: Cassandra Wilson
VENUE: Van Duzer Theatre
ADDRESS: Center Arts - Humboldt State University
 1 Harpst Street
 Arcata, CA 95521

BILLING: 100% Headline
AGES: AA
CAPACITY: 800

ANNOUNCE DATE:
LOAD IN:
SOUND CHECK:
DOORS:
SHOW:
SET TIME: CATERING MUST STAY WITHIN THE BUDGETED AMOUNT
SET LENGTH: 1 x 75-90 min
CURFEW:
DEAL: Guarantee: \$15,000.00 Flat, Paid via Check

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT _____

IN-HOUSE SOUND, LIGHTS & PRODUCTION _____

CD

ADDITIONAL PROVISIONS:

PURCHASER to provide one (1) suite and up to seven (7) single rooms hotel accommodation for one (1) night, backline, production, and hospitality per ARTIST rider.

Subject to 7% CA State Withholding Tax.

Program will be billed as a Billie Holiday 100th birthday anniversary tribute.

DEPOSIT(S): ~~\$7,500.00 payable to The Windish Agency, due by 1/26/2015.~~ ^{MSM} *Full guarantee* Balance payable to ARTIST day of performance.

TICKET PRICE: General Admission \$45.00/\$45.00 [800]
Students \$15.00/\$15.00 [0] *\$10*

ALL PAYMENTS BY UNIVERSITY CHECK _____

TICKET FEES:

GROSS POTENTIAL: \$36,000.00
ADJUSTED GROSS PTNTL: \$36,000.00
GROSS PTNTL AFTER TAXES AND FEES: \$36,000.00

TAX:
MERCHANDISE: Artist Sells
MERCH %: All: 100% *80/20 - MSM*

Signatures on Next Page

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The attached rider is hereby made an integral part of this contract. This agreement and the attached rider constitute the complete and entire understanding of the parties.

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

IMPORTANT: ONE COMPLETE COPY of this contract and rider, signed by the PURCHASER, must be received by The Windish Agency via email, fax, or mail, no later than **Wed, Jan 1, 2014**. If said documents are not received by this date, The Windish Agency shall have the right to cancel this engagement by notice to the PURCHASER.

BY: X

SIGNATURE OF PURCHASER

PURCHASER: Roy Furshpan

EMAIL: roy.furshpan@humboldt.edu

Van Duzer Theatre
Center Arts - Humboldt State University
1 Harpst Street
Arcata, CA 95521
PHONE: 707-826-5685 FAX:
WEB: <http://www.humboldt.edu/~carts>

BY: X

SIGNATURE OF ARTIST REPRESENTATIVE

Cassandra Wilson, c/o The Windish Agency

1658 N. Milwaukee Ave., #211
Chicago, IL 60647

PHONE: (773) 489-3500

FAX: (773) 489-3535



CONTRACT RIDER FOR CASSANDRA WILSON

This rider is an integral part of this agreement. No changes may be made without prior written authorization by Artist or Artist's representative.

1. BILLING / ADVERTISING:

(a) The correct billing for Artist to be used in all promotion and advertising is:

Cassandra Wilson (in 100% size)

(b) Artist is to receive 100% sole exclusive headline billing in all forms of display, advertising and publicity, including, but not limited to, program, fliers, signs and marquees. For the avoidance of doubt, no other performer shall receive credit or billing in any advertising without the prior written consent of The Windish Agency.

(c) Artist shall have the right of approval over any and all supporting acts and their respective order of performance.

(d) It shall be Purchaser's sole responsibility to properly promote and advertise this performance.

(e) This event shall not be announced or advertised in any way without Artist's approval. This includes text messages, teasers, social media blasts, or any other form of public announcement. Artist and Purchaser shall mutually designate an announcement date for the show. Artist shall have the right to approve all artwork, announcements, listings, advertisements and other materials in connection with the performance, it being understood and agreed that no such materials shall be released or distributed without such approval. Any failure to comply with the foregoing shall constitute a material breach of this agreement. Without limiting any approval rights hereunder, Purchaser must provide at least 48 hours for Artist to respond to any request for approval.

(f) **ON SALE:** An on sale date will be coordinated in each individual market, and will be subject to the parties' mutual approval.

2. SHOW SCHEDULE:

(a) Prior to executing this agreement, Purchaser shall inform The Windish Agency in writing of any mandatory union breaks, curfews, fire regulations, minimum and maximum light level requirements, maximum sound level limits, requirements relating to the presence of uniformed police within the venue, and any other unique regulations or peculiarities. Purchaser's failure to do so (or any omission therefrom) shall be deemed a representation and warranty by Purchaser that the foregoing do not exist, and Artist shall not be liable for any costs, fines or other expenses incurred due to non-adherence to the foregoing. As between Artist and Purchaser, Purchaser shall be solely responsible for any overtime charges, fines, penalties and other costs which arise from any violation of any of the foregoing unless solely caused by Artist after having been properly informed by Purchaser.

(b) All show times must be confirmed and are subject to Artist's approval. Any changes to any show schedule times must be confirmed in writing by The Windish Agency or approved by the Tour



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Manager. If, through no fault of Artist, Artist's set time is delayed for more than thirty (30) minutes, for any reason whatsoever, Artist has the right to not perform, shall retain all monies previously paid by Purchaser and Purchaser shall remain liable for payment of the full balance of the guarantee, with no further obligation of Artist whatsoever. Further, if Artist, in its sole judgment, determines that its set time may be delayed because the set time(s) of any or all of the other performers at the engagement is/are running over the allotted times, Artist has the right to demand that Purchaser shorten any other performers' set times. If Purchaser fails to do so, Artist shall have the right not to perform, shall retain all monies previously paid by Purchaser and Purchaser shall remain liable for payment of the full balance of the guarantee, with no further obligation of Artist whatsoever. In the event that Purchaser shortens other performers' set times but Artist's set time is still delayed thirty (30) minutes or more Artist will have the right, in its sole discretion, to choose not to perform, shall retain all monies previously paid by Purchaser and Purchaser shall remain liable for payment of the full balance of the guarantee, with no further obligation of Artist whatsoever.

3. TECHNICAL SPECIFICATIONS: The Purchaser agrees to provide a professional sound system with the specifications set out as follows:

In-house Sound-system ← (a) The sound system shall be set up and tested to be in complete working order before the arrival of the Artist. The system shall be capable of evenly covering the entire listening area and must be able to reach loud (115 dB at mix position) levels without audible distortion. All speaker enclosures should be of a reputable make (VDOSC, EV, EAW, Turbosound, Nexo, Meyer, JBL). The system shall include appropriate amplification, cables, all necessary rigging hardware, etc. The number of speakers will depend on the type of speaker and size of venue. Estimated total power capacity in Watts = Venue capacity x 10.

PLEASE SEE ATTACHED FOR TECH REQUIREMENTS.

(b) BACKLINE: Additional requirements are as follows (if applicable). *- local backline - ms*

(i) A selection of well-maintained microphones, Dis, stands, cables etc.

PLEASE SEE ATTACHED FOR BACKLINE REQUIREMENTS.

4. TRAVEL:

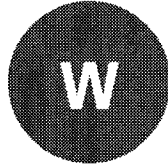
(a) In the event that airfare is included in the deal, Purchaser shall consult with Artist immediately with respect to Artist's air travel plans. Purchaser shall not book any air travel without confirmation of departure/arrival cities, travel times, airlines and booking class without the prior written approval of Artist. The Artist reserves the right to book all flights, which the Purchaser shall pay for directly to Artist's travel agent or Purchaser's travel agent. Funds are to be transferred to The Windish Agency within five (5) working days of written instruction from The Windish Agency as to the booking being made. Failure to pay for flight costs in a timely fashion shall be considered a breach of contract and the Artist shall be entitled to cancel the engagement without prejudice to their right to be paid in full. *ms*

(b) For all flights following shall apply:

PLEASE SEE ATTACHED FOR TRAVEL REQUIREMENTS.

5. ACCOMMODATIONS: In the event accommodations are included in the deal, all hotel accommodations proposed by the Purchaser shall be subject to Artist's prior written approval. All hotels must be of a 5-star standard and rates shall be inclusive of room rate, tax, and breakfast and NEVER AT AN AIRPORT HOTEL. All accommodations are to be prepaid by the Purchaser prior to the engagement. The Artist is only responsible for incidentals (mini bar, phone, room service etc). Please note the hotel MUST have high speed internet access in the rooms.

PLEASE SEE ATTACHED FOR HOTEL ACCOMMODATIONS REQUIREMENTS.



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6. PARKING/GROUND TRANSPORTATION:

(a) The Purchaser shall provide at their cost ample secured and reserved parking for Artist and crew vehicles, with direct access to the stage door for a period commencing at load in and continuing until up to four hours following the performance.

PLEASE SEE ATTACHED FOR GROUND TRANSPORTATION REQUIREMENTS.

7. SOUND CHECK REQUIREMENTS:

(a) **PLEASE SEE ATTACHED FOR SOUND CHECK REQUIREMENTS.**

****NOTE: If one or more of the backline or sound check requirements are not complied with the Artist reserves the right to cancel the performance and the Purchaser will be liable to the Artist for the full price specified for the performance.****

(b) The show production schedule (including without limitation, load-in, load-out, sound check and all other production call times) shall be subject to The Windish Agency's prior written approval and shall be advanced with Artist management or its authorized representative not later than one week prior to performance. Purchaser's failure to comply shall be deemed a material breach of contract and Artist shall have the right to not perform the engagement and shall be entitled to receive the full-agreed compensation.

In house lighting - my → 8. LIGHTING REQUIREMENTS: Purchaser will provide and pay for a professional lighting system (minimum of 16,000K) and a qualified operator/lighting designer. Designer will be available before and during sound check to customize artists lighting specifications, including but not limited to gelling, repositioning, aiming and placement of all stage lighting. Artist requires red and blue filters on all stage lighting. Lighting must be dimmable. The Purchaser shall supply an effective lighting operator.
PLEASE SEE ATTACHED FOR LIGHTING REQUIREMENTS.

9. VENUE PERSONNEL: The Purchaser shall provide ONE competent sound engineer. The Artist may provide their own FOH soundperson, who shall have the ability to, at his discretion, attenuate, or remove completely any compression or limiting that may be inserted into the main FOH mix.

10. ADDITIONS TO THE BILL: Artist shall have full control of show line up. Unless agreed in writing Artist has final approval of support talent. No other Artists may be confirmed without approval by Artists' agent. No other groups' equipment may appear on stage during Artists sound check or performance.

11. PRODUCTION AND PERFORMANCE CONTROL: The Artist and their personnel shall maintain 100% control of the production and presentation of the performance, which includes the following provisions.

(a) There are to be no stage announcements whatsoever provided that the foregoing shall not be construed to limit required announcements for emergency or security problems and/or concerns.

(b) The volume of the performance, both onstage and through the house system, shall be determined exclusively by the Artist (within the limits of equipment capacity). If venue has dB restrictions, the Artist shall not be responsible to pay any penalty or fine.

(c) All production kills will be made according to tech rider and coordinated through the Production Manager and Tour Manager.



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(d) All music to be played in the venue before and after a performance, between acts and during all intermissions shall be subject to Tour Manager's prior approval, or at the Tour Manager's election, furnished by the Tour Manager.

(e) Purchaser shall not utilize or display, or permit any other person or entity to utilize or display, before, during or after a performance, any film, video or other audio-visual program without the prior written approval of the Tour Manager.

(f) The house lights shall not be turned up during a performance unless and until cued by the Tour Manager or Artist's Lighting Director.

12. SIGNS / PLACARDS/SPONSORSHIPS: There shall be no signs, placards, banners, logos or any other advertisement material advertising any product, service or company inside the venue or at the rear of the stage during the entire performance without the Artist's express written permission. Additionally, there shall be no national, state, municipal or other flag or banner in the stage or performance area prior to or during a performance without the Artist's express written permission. In any venue where such signage is present, the venue agrees to turn off backlit signs but will not cover or remove signage, subject to venue management approval. The Artist's appearance shall not be sponsored or in any manner tied to any commercial product, service, or entity without the Artist's express written permission. Any and all sponsorship requests must have a written proposal sent to the Artist and it must be approved in writing by Artist. Purchaser agrees that this agreement is NOT contingent on Purchaser obtaining corporate or any other type of sponsorship whatsoever. No advertising, sponsorship, or other type of commercial endorsement allowed on ticket faces or in any flyer, handbill, poster or other promotional or publicity material unless approved in writing by The Windish Agency. All ticket faces to list net ticket price with any additional fees listed separately.

13. TICKET DATA:

(a) Purchaser agrees to provide The Windish Agency or an authorized Artist representative final attendance and final ticket prices on the day of the show within 48 hours after the performance.

14. SECURITY:

(a) It is the Purchaser's full responsibility to provide security in all positions the Artist's representative sees appropriate, including touring vehicles, dressing rooms, back stage, the mixing board, the front of the stage etc. It is also the Purchaser's responsibility to purchase full third-party liability, theft, damage, and workers' compensation insurance for performance, venue, audience, band and equipment.

(b) The Purchaser shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments, all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and mixing consoles. Security protection is to commence upon arrival of the Artist at the venues, until all equipment is repacked into transportation and Artist personnel have left the premises. If any damage or loss is caused to the Artist's gear because of unconditioned power, improper power conversion, unstable table / riser, or any other reason not directly caused by the Artist, it is the sole responsibility of the Purchaser to pay one hundred percent (100%) of the amount of damages incurred within five (5) business days after the submission of an invoice.

(c) All backstage passes, stage access passes, and guest passes shall be issued only by Artist's authorized representative, and neither Purchaser nor venue management shall issue any such



passes. No passes originating from another artist's show or from Purchaser, except those issued by Artist's authorized representative, shall be valid.

15. ARTIST GUEST LIST: The Purchaser shall not limit the Artist to fewer than twenty (20) guests. If the show is in New York City, Montreal, Toronto, Chicago, San Francisco or Los Angeles, the Artist shall receive no less than thirty (30) guests. In the event that the Artist receives seventy-five percent (75%) special guest billing (subject to Artist's approval), Artist shall receive no less than ten (10) guests under any circumstances, provided that if the show is in New York City, Montreal, Toronto, Chicago, San Francisco or Los Angeles Artist shall receive no less than fifteen (15) guests. All promoter/venue comps must be approved by Artist. Artist reserves first choice of seats to hold for the Artist's band, record company, and other third parties reasonably designated by Artist.

16. RECORDING THE PERFORMANCE:

(a) There shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of Artist or Artist's performance unless prior written permission has been granted by Artist. Purchaser acknowledges and agrees that, Artist shall, throughout the universe in perpetuity, be the sole and exclusive owner (as works made for hire) of, and Artist hereby reserves all rights with respect to, any and all material which displays, duplicates or reproduces all or any part of the activities of Artist and/or other persons in connection with the performance, this engagement, or otherwise in connection with Artist's professional and personal life (including so-called "behind the scenes" and "making of" activities). All of the foregoing are herein collectively referred to as the "Reproductions." It is hereby agreed and understood that Artist may be filming and recording the performances for potential future use and exploitation; there is to be no origination fees, location fees, usage fees, royalties or other sums due Purchaser, venue management or any third party for any such use or exploitation. Purchaser acknowledges and agrees that Artist and Artist's designees shall have the sole and exclusive right to make and authorize the making of any Reproduction, in their sole discretion, and that the Reproductions may contain scenes in which Purchaser's personnel appear recognizably and/or in which Purchaser's name, or Purchaser's personnel's names, sounds, voices, photographs, likenesses, appearances, performances, activities or any combination of the foregoing are used (the "Scenes"). Purchaser, on behalf of itself and Purchaser's personnel, hereby grants to Artist, throughout the universe in perpetuity, the right to distribute, advertise, promote, exploit or otherwise use the Scenes by any and all means in any and all media. Purchaser, on behalf of itself and Purchaser's personnel, hereby releases Artist and Artist's affiliates from any claims and causes of action which Purchaser and/or Purchaser's personnel might have arising from the manner in which Purchaser and/or any of Purchaser's personnel are depicted in the Scenes.

(b) The only professional photographers that will be allowed to shoot during Artist's performance or otherwise photograph Artist at or around the venue will be Artist's approved professional photographers or other photographers explicitly approved by Artist's Tour Manager, Manager or Agent. Purchaser shall use best efforts to prevent anyone not specifically authorized by the Artist or an authorized representative to enter the venue with any audio and/or audio-visual recording device or mechanism.

17. PUBLIC LIABILITY INSURANCE: Purchaser agrees to provide the Artist or authorized representative with evidence of valid and comprehensive general liability insurance as required by law or as is otherwise customary or reasonably required. Purchaser shall add Artist, The Windish Agency, and their employees, contractors and representatives as additional named insureds on such policy, and shall deliver a certificate of insurance evidencing same at least ten (10) business days before the event. Furthermore, Purchaser agrees to indemnify Artist and its crew against any third party claims howsoever they may arise whilst the Artist and crew are involved in contractual duties.



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18. ADVERTISING / PROMOTION:

(a) All artwork is to use official Artist logo(s) and photo(s) and subject to approval by The Windish Agency before it is distributed to the public. Proofs must be sent to the agency for approval no less than 30 days prior to the performance, and with no less than 48 hours prior to any imposed print deadlines such that there is enough time to make any necessary changes to what is sent. Purchaser is to only use Artist approved artwork and is to include the Artist's websites and Facebook. Failure to use approved artwork or failure to include Artist-approved logo, photo, and or website in all on-line and off-line advertising will result in no ad fees charged to the artist at settlement, as well as a minimum penalty of \$100 per occurrence.

(b) UNDER NO CIRCUMSTANCES may local or national corporate entities be tagged onto advertisements. No sponsorships in stand alone ads, without management prior written approval.

(c) No radio station presents/co-promotes or radio promotional comps without prior written permission from The Windish Agency, record label or management. For the avoidance of doubt, Purchaser shall neither represent, nor authorize or permit any other person or entity to represent, that the performance is being promoted, sponsored, co-promoted or co-sponsored by any product or service, or by any person or entity manufacturing, distributing, selling or otherwise dealing in or associated, directly or indirectly, with any product or service (including any newspaper, magazine, radio or television station, or any other entertainment medium).

(d) Purchaser shall only use radio spots and television spots which have been approved by Artist prior to broadcast. All radio and television advertising shall only use music designated or approved by Artist. No music recorded by any person or group other than Artist shall be used in any advertising.

(e) All marketing plans are to be submitted and approved by The Windish Agency, record label or management prior to on-sale.

(f) Meet & Greet and interviews are subject to approval by The Windish Agency, record label or management.

(g) All advertising to be billed at net cost.

19. MERCHANDISING:

(a) Artist shall have the exclusive right to sell goods (including, but not limited to, compact discs, tapes, records, and items of clothing) on the premises of the place of performance. The house commission rate set forth on the face page of this agreement shall be the only such commission that applies. For the purposes of this agreement, said commission rate shall apply to the sale of clothing and novelty items only. The sale of recorded product of any kind shall be exempt from said commission. The agreed payment shall include all house commissions and shall be the only payment made with respect to merchandising rights during this engagement. The Purchaser agrees that no party, including Purchaser, will appropriate the Artist's name or likeness for any merchandising use whatsoever. For venues of 1,000 cap or larger, Purchaser shall provide adequate security to ensure that no "bootleg" merchandise shall be sold within venue grounds. This prohibition includes any and every type of poster intended for sale at the venue or elsewhere at any time.

(b) Purchaser agrees to provide a secure, clean, well-lit, and highly visible area suitable for merchandise sales. ~~At Artist's request, at least one merchandising stand accessible to the general public shall be available outside the venue near the main ticket office of the venue.~~



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20. HOSPITALITY:

(a) The following must be provided to the Artist, free of charge and must be available at the request of the Artist or their personnel immediately following the soundcheck.

PLEASE SEE ATTACHED FOR HOSPITALITY REQUIREMENTS.

(b) Purchaser agrees to provide a lockable, comfortable and private dressing room, adequate for use by ten (10) persons during Artist's entire sound check, performance and after performance. This room is not to be shared with any other performer or persons. This room shall be clean, dry, well lit, heated or air conditioned as necessary. It shall have one full-length lighted mirror, two makeup mirrors and shall contain at least 10 chairs or comfortable seating for 10. The dressing room shall contain one full size rolling rack or area suitable and equipped to hang costumes. Dressing rooms shall contain or have access to clean lavatories, which do not necessitate Artist entering into public access areas. This room shall be shown to Artist's representative upon arrival. Please advise Artist's representative if there are backstage toilet/shower facilities or other arrangements, such as a day room close by. The room shall allow for easy access to the stage area, preferably without Artist having to walk through the audience. Purchaser shall be solely responsible for security of items in the dressing area and shall keep all unauthorized persons from entering said area by providing one security guard to be in place outside entrance to dressing rooms from time of Artists' arrival. In the event of loss or theft of Artists' belongings from dressing room or venue, Purchaser accepts full liability for replacement value of said items plus rental costs of any stolen equipment until replaced. Upon arrival, Artist's representative shall be given a key to said dressing room(s).

(c) Purchaser shall provide a production office with a telephone to be available to production and Tour Manager. These calls will be billed to Artist's phone card.

(d) All hospitality items are to be charged to the performance budget at real cost. Bar prices or any other price structure that exceeds local retail value for these hospitality items WILL NOT be accepted at settlement.

21. PAYMENT:

(a) ~~If a deposit is noted in section six (6) of the contract face page, then a deposit of stated amount shall be made by Purchaser in the form of a money order or certified check to, and in the name of, The Windish Agency, LLC upon the acceptance of this contract by Purchaser. It is understood and agreed that if deposits are not received on or before the due date, Artist shall have the right to cancel the performance and the full amount of all fees shall nevertheless be due to Artist. The balance due after the performance shall be paid Purchaser to Artist's representative by cash, money order, or certified check not later than thirty minutes after the end of Artist's performance.~~

University Check -

Full
Guarantee

(b) If the full price agreed upon involves a percentage after a break point, that break point represents the maximum total of all accepted expenses pertaining to this engagement increased by an agreed percent to allow for Purchaser profit. Any compensation, travel expenses, per diems, taxes or related overhead incurred in connection with a stage manager or production manager working for or on behalf of Purchaser shall not be included in Purchaser's show expenses in connection with this engagement. All expenses related to any such person shall be borne solely by Purchaser. All approved variable expenses will be calculated after any approved parking and/or facility fees and approved state taxes have been deducted. (Variables will be calculated on the net net). Notwithstanding the foregoing, unless Purchaser advises The Windish Agency promptly after submission of this agreement to Purchaser of any and all taxes which may be required to be withheld from monies earned by Artist from this engagement, any such tax shall be paid by Purchaser (and, when applicable, shall not be a deductible expense in calculating the break point. No



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taxes of any kind shall be deductible unless such taxes are actually paid by Purchaser and Purchaser does not receive or is not entitled to any form of tax deduction, credit or other offset of such taxes. All expenses are high-end budgets. These expenses should only go down. If any budgeted expenses should increase, approval from artist representation is required. All budgeted expenses will be actualized at time of settlement with original copies of invoices and be calculated as show costs. Details of all expenses must be made available along with copies of all supporting invoices and receipts to the Artist's representative. In house nut situations, there will be no "caps" or charge backs for any production elements that would penalize the Artist. For any deals with "Sell Out" bonuses, "Sell Out" is defined as 95% of sellable capacity. "Sellable Capacity" is defined as legal capacity less comps and production kills.

(c) 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 deductions whatsoever.

(d) Artist shall have the right to have a representative present in the box office at all times. Said representative shall have the right to enter the box-office and inspect the records of the Purchaser and venue relating to the gross receipts of this engagement. There can be ABSOLUTELY NO PRE-PULLED TICKETS prior to on-sale date and time, with the exception of approved presale and auction sales. There will be surprise ticket audits moments before on sale to ensure no other holds or tickets have been pulled from the system prior to going on sale.

(e) In the event that the compensation payable to Artist hereunder is based in whole or in part on the box office receipts, Artist shall have the right to set a limit on the number of complimentary admissions to be allowed by the house. Purchaser agrees that at no time will the house list be in excess of twenty (20) people. All ticket holds must be approved by management at least 2 days prior to on sale. Artist shall have the right to set a limit to the number of free admissions authorized by Purchaser. If Purchaser is unable to accurately determine the number of persons admitted free, Purchaser agrees to accept as binding a reasonable estimate made by Artist's representative.

(f) Purchaser shall not itself, nor shall it authorize or allow others (including the venue) to sell so-called "VIP" ticket packages or any other ticket packages in connection with the engagement without The Windish Agency's prior, written consent and approval. Should The Windish Agency consent and approve of any such ticket packaging in connection with the engagement, The Windish Agency shall have approval over the terms of such packaging and sales, and shall share in the revenue derived thereof, in an amount to be mutually agreed by all parties.

(g) It is understood and agreed there will be no charge-backs to The Windish Agency under any circumstances.

(h) All prices for the tickets and the scaling of the venue shall be approved in writing by The Windish Agency prior to the sale of any tickets. Any changes to ticket scaling, ticket prices (including type of seating/standing) are subject to written approval. In the event of any increase in capacity The Windish Agency and Purchaser are to negotiate a bonus in good faith.

(i) All invoices, bills, receipts, and other books and records of Purchaser shall be retained by Purchaser for a period of not less than one hundred eighty (180) days after the date of the applicable performance, during which time an authorized representative of Artist shall have the right to inspect all invoices, bills, receipts and other books and records of Purchaser with respect to the performance.

22. WARRANTIES AND REPRESENTATIONS:



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(a) Purchaser hereby warrants that he/she is of sound mind and of legal age to enter into this binding contract. The person executing this agreement on Purchaser's behalf warrants his/her authority to do so, and such person hereby personally assumes liability for any payments due under this agreement.

(b) A representative of Purchaser capable of making any decisions pertaining to this engagement must be present at the place of performance from the time the Artist and/or crew is scheduled to arrive and shall remain through the time of their load-out and all requirements of the contract and rider are fulfilled. This representative must have copies of this entire agreement together with any and all information pertaining to this engagement in his/her possession.

(c) In the event Purchaser refuses or neglects to provide any of the items herein stated and/or fails to make any of the payments as provided herein, or otherwise commits any material breach of Purchaser's obligations hereunder, then without limiting Artist's other rights or remedies, Artist shall have the right to refuse to render services or otherwise perform under this contract and shall have the right to retain any amounts theretofore paid to or on behalf of Artist. Furthermore, in such event Purchaser will remain liable to Artist for the full price specified for the performance. 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, Artist's agent shall have the right to demand immediate payment of all guaranteed compensation hereunder. If Purchaser fails or refuses to immediately make such payment, said agent shall have the right to cancel this engagement by notice to Purchaser to that effect. In such an event, Artist shall have the right to retain any amounts theretofore paid to or on behalf of Artist.

(d) Should Purchaser cancel this engagement under any circumstance, other than an Act of God, more than 45 days before the performance, the Purchaser shall immediately remit to The Windish Agency, LLC, a certified check or money order in the amount of fifty percent of the full price specified for the performance. Should Purchaser cancel this engagement under any circumstance, other than an Act of God, 0-45 days before the performance, the Purchaser shall immediately remit to The Windish Agency, LLC, a certified check or money order in the amount of one hundred percent of the full price specified for the performance. If Purchaser cancels the engagement, Purchaser will also incur full financial responsibility for all non-refundable flights, hotel accommodations, and vehicle rentals, related to the performance. Artist agrees to furnish Purchaser with receipts for travel and hotel costs.

(e) Please note that none of the requirements of this rider can be invalidated by the failure of Artist personnel to advance the engagement with any member of Purchaser's production staff. Failure to provide any of the requirements of this rider may result in the cancellation of the Artist's performance. In case of such cancellation, Purchaser shall remain liable to the Artist for the full price specified for the performance.

(f) The Artist's obligations hereunder are subject to suspension or cancellation by Artist in the event of sickness, illness, incapacity, inability to perform, accident, failure of means of transportation, Act of God, riot, strike, labor difficulty or restriction, epidemic, any act of public authority, failure of transportation, or any other cause, similar or dissimilar, beyond their control ("Force Majeure").

(g) In the event of any Force Majeure, Artist shall not be required to perform the scheduled engagement(s) and in that event the Artist shall not be liable in any way for any loss whatsoever suffered by Purchaser.

(h) In the event of riot, civil disorder on site, or other event making it, in Artist's opinion, dangerous for the performance to proceed or for Artist to remain on site, Artist has the right to cancel the performance and in such event Artist shall be entitled to full payment of all fees hereunder.



THE WINDISH AGENCY

(i) It is agreed that if any venue referred to in this contract is cancelled as the consequence of a Force Majeure, no claims shall be made against Purchaser in respect of non-fulfillment of the terms of this Contract with regard to the venue so affected.

(j) It is expressly understood by the Purchaser and Artist that The Windish Agency, LLC, its employees and its managers, do not assume any liability for any action(s) taken by the Artist, the Purchaser or anyone connected with the venue or its operator(s). It is further understood that The Windish Agency, LLC, its employees and its managers do not assume liability for any claim of any type of damages arising out of the engagement that is the subject of this contract.

(k) This agreement shall be construed in accordance with the laws of the State of Illinois and shall be deemed entered into in that State. Solely the courts located in the State of Illinois shall have jurisdiction and venue with regard to any claim arising out of or in connection with this agreement.

(l) In case of any conflict of terms, the terms contained within this Rider shall prevail over all others. All terms of this Rider are specifically accepted by the Purchaser unless they are waived by the Artist or their representative. Such waiver shall be effective only if initialed by the Artist or their representative.

(m) The Purchaser warrants that all terms outlined in this contract and rider are strictly confidential between the Purchaser and the Artist. Any disclosure by Purchaser regarding Artist's fee, additional provisions, technical requirements, or other confidential information contained herein will be considered a material breach of this contract.

(n) Purchaser acknowledges and agrees that Purchaser's breach of any of the foregoing provisions shall excuse Artist from any further obligation and/or liability in connection with this engagement and Purchaser shall immediately pay Artist the full guarantee.

(o) Any requirement hereunder to obtain Artist's approval shall be deemed to require the prior written approval of Artist or Artist's authorized representative, it being understood and agreed that such approval may be granted in any form of writing, including, without limitation, via email.

All terms contained herein are agreed upon by:

Handwritten signatures and dates for Purchaser and Artist.

Purchaser must initial each page of this contract and rider. Please sign and return contract and rider to:

The Windish Agency
1658 N Milwaukee Ave., Ste. 211 Chicago, IL 60647
Tel: (773) 489-3500 / Fax: (773) 489-3535
booking@windishagency.com

Please find below wire transfer details for The Windish Agency, LLC.



THE WINDISH AGENCY

[REDACTED]

[REDACTED]

PLEASE include a memo saying what the wire is in reference to (DATE, ARTIST) or it may not be appropriately credited.

CONTACT INFORMATION	
BOOKING:	Todd Walker / Windish Agency 773-489-3500 todd@windishagency.com

NOTE: ARTIST DOES NOT PERFORM ON TRAVEL DAYS

1. AIRFARE

PURCHASER agrees to provide **6 round-trip business flights** and up to **8 coach flights** at no cost to ARTIST

- Exact traveling party to be determined solely at Tour Manager's discretion prior to submission of contract to PURCHASER.
- Upon receiving the confirmed flight requirements PURCHASER must submit proposed itinerary issued by airline or travel agency to be approved in writing by Tour Manager prior to final purchase
- Flights purchased without written consent from Tour Manager shall be deemed unacceptable and PURCHASER shall be liable for any costs or damages incurred including change fees and or penalties.
- Any and all baggage fees are the financial responsibility of the PURCHASER. ARTIST is to be reimbursed for any baggage overweight costs incurred for the journey to and from the concert date.

2. LOCAL GROUND TRANSPORTATION

PURCHASER agrees to provide transportation and drivers for Artist and artist's entourage (up to fourteen 14 people) and luggage as follows:

- AT ALL TIMES AT ARTIST'S DISCRETION:
~~One (1) Mercedes/BMW sedan (model year 2010) for Ms. Wilson~~
one rental vehicle from enterprise - MJA
- TO AND FROM AIRPORT:
Up to two (2) fifteen (15) passenger vans for artist' entourage
One (1) fifteen (15) passenger van with seats removed for luggage
- TO AND FROM VENUE:
Up to two (2) fifteen (15) passenger vans for artist's entourage

3. HOTEL ACCOMMODATIONS

PURCHASER agrees to provide and pay for in advance the following hotel accommodations (ROOM AND TAX ONLY) for a minimum of 2 nights at a five-star world-class property (no exceptions) to include in house dining facilities with 24 hour room service, direct dial telephones, internet, with a 24 hour switchboard:

- ~~One (1) VIP two room suites/smoking (One room is the king bedroom and one room is the living room, separated from the bedroom by a door that closes).~~
- ~~Up to fourteen (14) single king non-smoking hotel rooms.~~
Seven - MJA

Approval:

- a) Purchaser is to submit hotel selection for written approval not later than 45 days prior to engagement.
- b) ARTIST Tour Manager must approve all hotel accommodations prior to submission of contract to purchaser. If upon arrival Tour Manager determines the hotel accommodations to be unacceptable, ARTIST shall have the right to change hotels and PURCHASER shall be responsible for any and all cost (transportation, cartage and etc.), damages, or losses associated with such a hotel change.

Check in

- a) Rooms are to be made available to Artist for ~~12:00 PM~~ **3:00 P.M. day of Performance - MJA** or earlier check in one day prior to the performance.
- b) ~~If an early check-in is required on the day of show but cannot be ensured by hotel, rooms must be secured the day prior at the purchaser's expense to enable Artist to check in immediately upon their arrival.~~

PURCHASER'S SIGNATURE: _____

PURCHASER signature above hereby indicates that PURCHASER has read and agrees to the above terms and conditions to be included in the engagement contract. PURCHASER acknowledges these terms shall be held integral to the agreement upon contract execution.

PURCHASER agrees to provide the following hospitality requirements at no cost to artist:

CATERING

PURCHASER agrees to provide following refreshments and food for the following persons at the following times ~~BY A LICENSED AND BONDED CATERING SERVICE.~~ *University catering - ASU*

Crew of a minimum of four (4) persons at 10:00am (or load-in time);

Hot Breakfast consisting of eggs cooked to order, bacon and/or sausage, assorted, cold cereals, jams, toast, muffins, etc. unless advised otherwise by Cassandra Wilson Representative Also:

(1)	One fresh, ripe uncut fruit set-up
(1)	One six pack Coca-Cola classic
(2)	Two six packs of assorted Snapple's/Arizona ice tea or similar
(6)	Six large bottles of Evian water, along with cups and ice Hot coffee, tea (Earl Grey & herbal), milk (whole milk & low fat) orange juice, apple juice, cranberry juice

Constant supply of hot tea and coffee, cream, sugar and honey (to be maintained throughout the day to the end of performance). One (1) dozen of assorted donuts.

Crew of a minimum of four (4) persons at 1:00 pm (or lunch time).

Hot soup. Fruit, cheese and deli trays (wheat bread, white bread, corn breads are requested and preferably freshly baked). One (1) gallon of distilled water, two (2) quarts of unsweetened apple juice and orange juice, one (1) case of soft drinks (assorted selection).

DINNER

All condiments necessary. Silverware, napkins, cups, bowls, plates, mugs and any other items and utensils necessary. (Plastic utensils, plastic or paper plates are not acceptable)

Dinner should be served:

Two hours (2 hrs,) prior to the scheduled performance, for fifteen (15) persons,

Mixed vegetable salads.	Hot coffee
Warm bread or rolls.	Baked chicken
Raw and, steamed vegetables	Broiled fish
Spring water	Pastas
Juices	Brown and wild rice
Assorted soda	Jams
Milk (whole and skim)	Sweet potatoes
Iced tea (unsweetened)	Italian, Chinese, Thai and Mexican, foods, etc
Hot tea	

- Tour/Production Manager will confirm in show advance the hot entree. Desserts, must be fresh and preferably homemade.
- Five (5) of the Fifteen (15) meals should be fish. Also, please make suggestions based on local tastes and cuisine.
- Please provide plastic to go containers for the removal of uneaten food for later use. (VERY IMPORTANT)

DRESSING ROOMS HOSPITALITY

- a) a minimum of two (2) dressing rooms for ARTIST and Artist's Band. Each room is to be equipped with eight (8) chairs, adequate lighting, mirrors, AC outlets, clothes hanging rack, hot and cold running water, soap, towels, boxes of facial tissues and private lavatory facilities. Should it be deemed necessary by ARTIST, (additional fan and/or heater must be available upon request, if unable to control temperature within said dressing rooms. Dressing rooms must be capable of being locked).
- b) Tour Manager must receive keys to dressing room.
- c) Security must be present in the dressing room hallway from sound check to the Artist departure after show.
- d) PURCHASER to provide production office exclusively for Cassandra Wilson staff which shall include the following: AC outlets, internet, a minimum of 3 working phone lines, adequate desk space and a minimum of 4 (four) comfortable chairs.
- e) Minimum of two (2) dozen terry cloth bath towels. (dark color)
- f) Minimum of two (2) dozen terry cloth hand towels (dark color)

3 rooms total - ASU

PURCHASER INITIAL HERE: _____

Dressing rooms food for the following Artist and Band shall be available one (1) hour before Sound Check:

ROOM ONE: Door to be marked "CASSANDRA WILSON"

This is the environment Cassandra will prepare for her performance in your venue. Dirty carpeting and marked up walls are not acceptable. If necessary, cover them with suitable rugs and wall coverings or textiles. Please make the room comfortable, a place that you would enjoy spending time in.

All foods should be served fresh and hot if food is meant to be hot, or cold if it is meant to be cold. There should be China plates, real glasses plus real cutlery (no Plastic or Styrofoam), Comfortable seating (easy chairs or Couch), and Fresh cut flowers in vase (yellow roses a favorite).

(1)	One Dressing or makeup table with straight back chair	(1)	One Closet with hangers or clothes rack
(1)	One Full length mirror	(1)	One Makeup mirror with adjustable lighting
(1)	One Iron with Ironing board		
(1)	One coffee setup with fresh brewed coffee with SUGAR IN THE RAW with six china tea cups and saucer and spoons	(1)	One large pot of hot water for tea with six china tea cups and saucers and spoons,
(1)	One assortment tea bags (black, herbal and fruit teas)	(1)	One bowl of raw almonds: Unsalted and, if available, misc. gourmet
(1)	One assorted fruit platter: cut pineapple, apples, oranges and seasonal fruits & One assorted Vegetable platter: cut carrots, celery, broccoli and seasonal veg .	(4)	Four small bottles of Odwalla type juices (Superfood, etc.) ICED
(1)	One package Organic Rice Cakes/Crackers	(1)	One bottle Puligny-Montrachet ICED
(6)	Six small bottles of natural spring water DO NOT ICE!	(1)	One bottle of Myers Dark Rum. (unopened) w/10 glasses
(1)	One bottle of quality Sancerre White Wine ICED w/10 wine classes	(2)	Two glass ashtrays NO SMOKING - ASM
(1)	One bottle Veuve Cliequot Ponsardin ICED	(4)	Four dark terry clothe hand towels (white not acceptable)
	Candles: Scented, decorative candles to create a nice mood (vanilla a favorite)		All necessary cups, condiments, utensils, wine openers, etc. (NO PLASTIC)

ROOM TWO: Door to be marked "MUSICIANS" :

(3)	Three small bottles of Fiji or Evian natural spring water	(1)	One box microwave popcorn unopened ("Newman's Natural Light")
(1)	One vegetable tray	(1)	One fruit Tray
(1)	One bunch of bananas	(1)	One package Organic Rice Cakes/Crackers
(1)	One loaf gourmet all natural multigrain bread	(1)	One assortment of Raw Almonds; (Walnuts, Pumpkin & Sunflower seeds)
(1)	One loaf splet bread (this is bread made from Spet flour, rather than wheat flour)	(1)	One small jar Raw ALMOND butter, NOT peanut butter
(1)	One small jar Skippy or Jiff creamy peanut butter	(1)	One small jar of natural chunky peanut butter
(1)	One small jar of grape jelly	(1)	One bag natural salted Tortilla chips
(1)	One container of fresh salsa MEDIUM spicy	(1)	One quart of Organic, No sugar added Grapefruit juice
(1)	One quart of Organic, No sugar added Dark Grapefruit juice	(1)	One quart of Organic, No sugar added Pineapple juice

(4)	Four small bottles of Odwella type juice ICED (Superfood, etc.)	(12)	Twelve assorted sodas (Coke, Diet Coke, Orangina and Sprite favorites)
(2)	Two bottles of red wine: Brunello di Montalcino or Chateau Coufran, Haut Medoc w/8 glasses	(3)	Three six packs of beer ICED: Heineken, Pilsner Urquell and local micro beer.

PURCHASER INITIAL HERE _____

ROOM TWO: Door to be marked “MUSICIANS” - CONTINUED :

Please deliver to dressing room one hour prior to show :

- (1) One small deli for eight (8) persons, tray consisting of smoked turkey and chicken, cheeses (cheddar, swiss and provolone) and assorted fresh vegetables washed and cut. Condiments for eight (8) sandwiches (mayo and mustard)
- (12) Twelve terry cloth dark hand towels (white not acceptable)

All condiments necessary, Silverware, napkins, twenty (20) plastic cups 16oz. Cups, bowls, plates, Large Hot Cups, clean ice for drinks (not ice used to keep drinks cold) and any other items and utensils necessary.

ROOM THREE: Door to be marked “ARTIST PRODUCTION”

(1)	One large pot of hot water for tea with six tea cups and spoons, 1/2 dozen hot containers of disposable cups.	(1)	One assortment tea bag (celestial seasoning teas)
(1)	One small pot of coffee	(1)	One small container of lowfat milk for coffee
(2)	Two quarts of fresh squeezed orange juice (iced)	(2)	Two quarts of cranberry juice (iced)
(2)	Two quarts of apple juice (iced)	(4)	Four fresh lemons
(2)	BOTTLES GOOD QUALITY DRY WHITE WINE (sauvignon blanc, pino grigio, etc.)	(1)	One bowl of fresh seasonal fruit, (i.e. bananas, grapes, oranges and apples)
(6)	Six clean dry bath sized towels	(6)	Six clean dry hand towels
(4)	Wine Glasses All condiments necessary.		ROOM MUST HAVE PHONE AND INTERNET ACCESS
Silverware, napkins, ten (10) plastic cups 16oz. Cups, bowls, plates, Large Hot Cups clean ice for drinks (not ice used to keep drinks cold) and any other items and utensils necessary.			

AFTER SHOW FOOD & BEVERAGES

For fifteen people after the performance: To be determined by production manager day of show. Please have an assortment of menus from local restaurants to order food from.

For ARTIST Bus:

(1)	1 quart fresh milk, sugar and 1lb Starbucks ground coffee	(1)	One box of Orville Redenbacher Microwave Popcorn
(6)	Six liter bottles of Evian water	(24)	Twenty four small bottles of Evian water
(1)	One six pack of Pepsi	(2)	Two quarts of fresh orange juice
(2)	Two quarts of cranberry juice	(2)	Two quarts of apple juice
(2)	Two 10 LB bags of ice	(1)	Deli Platter of cold cuts and sandwich materials for 14 persons (including breads, mayo, mustard, lettuce, tomato, cheese, etc.)

PURCHASER’S SIGNATURE: _____

PURCHASER signature above hereby indicates that PURCHASER has read and agrees to the above terms and conditions to be included in the engagement contract. PURCHASER acknowledges these terms shall be held integral to the agreement upon contract execution.

Purchaser agrees to provide power, sound, lights, and production as per the following specifications:

In house production-man

SOUND :

Front of House Console (in order of preference):
Digital Console: Yamaha PM-5D, Avid Venue Profile, Digico SD7, Midas PRO6
Processing: Avalon VT-737 or Summit tube pre Amp

Analog console: Midas Heritage 3000

Note: Desk must be approved by House Engineer *— PM3500 only DTS*

If using an analog console then we will need the following:

Processing:

Inserts:

1	Lexicon PCM 80 Reverb
1	Lexicon PCM 90 Reverb
2	Yamaha SPX 990 or Rev 500
1	Stereo Summit Tube Compressor

6	Drawmer DS 201 or Aphex 612 noise gates
11	DBX 160XT or Aphex compressors NO DBX 166

House processing only DTS

House inserts only

Drive & Control System:

2	Klark Teknik DN-360 equalizers
1	Klark Teknik DN-GO Real Time Analyzer

N/A DTS

Speakers:

All speaker enclosures will be LINE ARRAY SPEAKERS of reputable name, including Vdosc, EV, JBL, EAW or Meyer. ~~The Exact number of speaker's enclosures will be determined by the sound company and Cassandra Wilson's Production Manager.~~ *House system only DTS*

It is expected that all enclosures will be phase checked and all internal components in good working order,

Amps:

Crest amplifiers are preferred, Crown, C-Audio and a few others are acceptable.

Communications:

Communications (Clear-Com)

A two-station intercom system for communication between monitor and house desk will be required. A "Talk back" microphone with an on/off switch will be required for house engineer to talk through the monitor system.

Monitor Equipment:

Console: (in order of preference) Yamaha PM-5D, Avid Venue Profile, Digico SD7, Midas PRO6 Midas XL-250, Midas H-3000, *SC-MONITOR 40 only DTS*

Note: A minimum of 32 inputs and 12 output mixes.

Processing:

~~2 Yamaha SPX 990~~ *N/A DTS*

Inserts: ~~12 BSS ECS 960, or Klark Teknik DN-300 or DN 360 equalizers 4 DBX 160SL compressors~~ *DTS*

Monitors: ~~12 Meyer UM-P, Clair Brother 12 AM. EAW low profile wedge monitors 2 Side fills, Meyer, Clair Brother, EAW 3 way-tri-amped~~ *House Mon's only DTS*

PURCHASER INITIAL _____

Mics AND Stands

Microphones, Stands and misc: Refer to input list
Countryman Direct Input Box Refer to input list
Short Boom Mic Stands: Refer to input list
Tall Boom Mic. Stands: Refer to Input list
Microphone Selection: Refer to input list

DBX *House mics only DTC*

LIGHTING:

- ~~3 Three 40' truss system~~
- ~~60 Sixty Par 64's~~
- ~~12 Twelve Moving lights (model tba)~~
- 1 One white Cyclorama 40' x 24'
- 2 Two spotlights with operators
- 1 One black scrim 40' x 24'
- 1 One 60 channel fully computerized programmable board
- 1 One proper communication system (TBA stations)
- 1 One Lighting Director

IN House lighting system only DTC

*NO GREEN GELS OR BRIGHT YELLOW. Colors preferred are Ambers, Blues, Purples, Office reds, oranges etc.

REHEARSAL/SOUND CHECK/FOCUSING CHECK

It is understood and agreed that to maintain the high musical and performance standards for which ARTIST is known -

- a) Placement and testing of all sound, lighting and staging equipment must be completed prior to sound check;
- b) A minimum of 3 hours are for set up and load in.
A minimum of 3 Hours must be allowed to (sound check) check band equipment, monitor end house levels, and light focusing;
- c) No audience shall be allowed to enter place of performance until such sound check has been completed to ARTIST's satisfaction;
- d) If there is an act appearing prior to ARTIST, its equipment shall be placed on stage only after consulting with ARTIST's Tour Manager. No equipment should be moved without consulting with ARTIST's Tour Manager.

STAGE HAND, TECHNICAL STAFF AND MISCELLANEOUS

- a) (1) One Runner with transportation to assist ARTIST's Production Crew throughout the show day.
- b) (4) Four Truck Loaders at load-in and load-out.
- c) (4) Four Stagehands to assist ARTIST's Crew from load-in, load-out. Three (3) of 4 Stagehands are to stay during sound check and entire performance.
- d) (2) Two Riggers for load-in and load-out, if the sound and/or lights are to be flown.
- ~~e) (1) One experienced Forklift Operator (with forklift), if load-in and load-out conditions warranted.~~ *DTC*
- f) (1) One electrician familiar with venue to work with sound and light companies to ensure a safe and proper hook-up into AC system. The electrician will be required to remain on the premises from beginning of load-in to completion of load-out.
- g) (2) Spot Spotlights, lights including ample power, and experienced competent operators to operate said spotlights. Artist's Production Manger should consulted as to kind and placement of said spotlights.
- h) (1) One experienced Wardrobe Valet who must have ironing board, electric steam iron and sewing kit, and shall be available as designated by ARTIST from the beginning of sound check to the end of performance.

PURCHASER'S SIGNATURE:

PURCHASER signature above hereby indicates that PURCHASER has read and agrees to the above terms and conditions to be included in the engagement contract. PURCHASER acknowledges these terms shall be held integral to the agreement upon contract execution.

CASSANDRA WILSON PRODUCTION RIDER – 2013

This is a tentative input list that may change

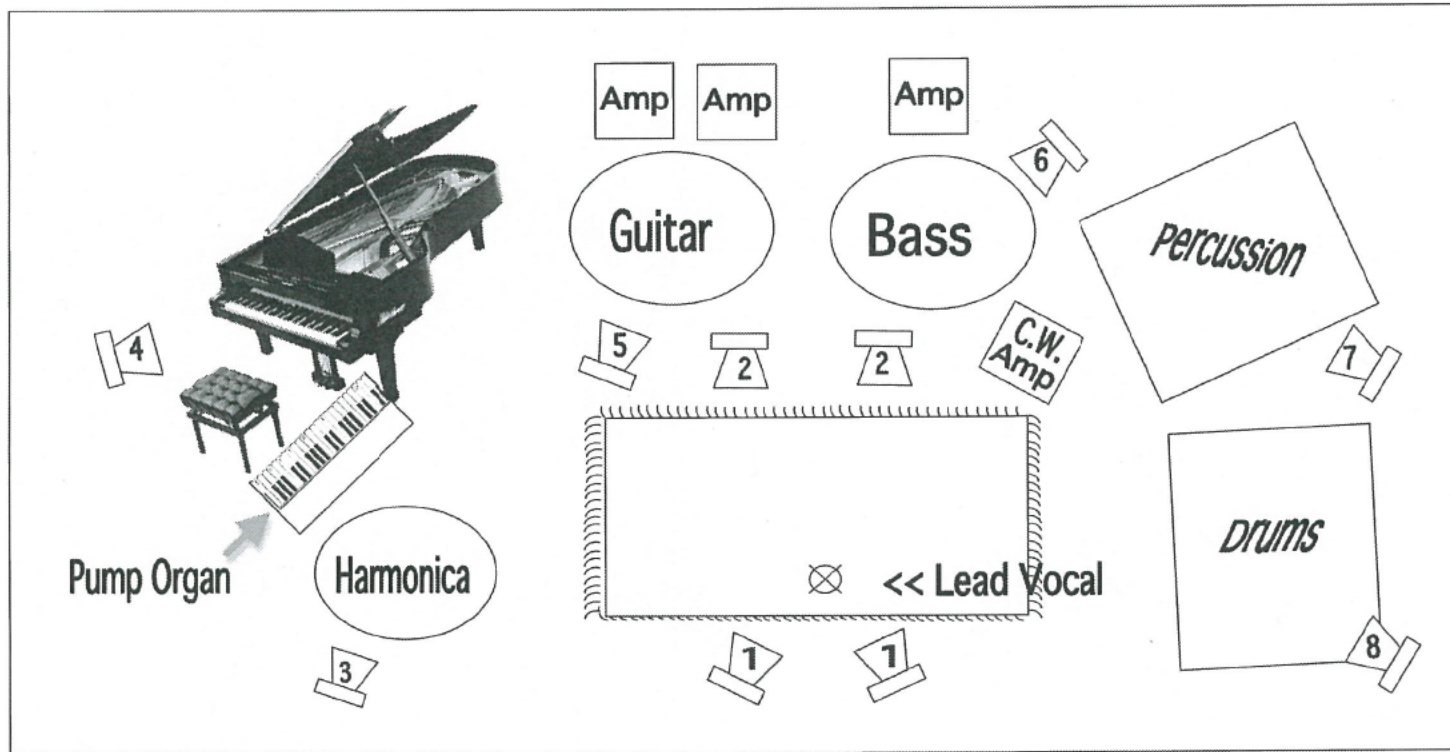
CASSANDRA WILSON INPUT LIST

** House mics only*

CONSOLE FOH / Mon	INPUTS	MIC. or DI	STANDS	INSERTS F.O.H. only
1. / Yes	Kick	Bata 52	Small Boom	1.
2. / Yes	Kick	SM-91		2.
3. / Yes	SN	SM-57	Small Boom	3.
4. / Yes	Hi-Hat	81	Small Boom	4.
5. / Yes	Tom-1	BETA - 98	CLIP	5.
6. / Yes	Tom-2	BETA - 98	CLIP	6.
7. / Yes	Tom-3	BETA - 98	CLIP	7.
8. / Yes	Floor tom-4	BETA - 98	CLIP	8.
9. / Yes	OH -L	81	Boom	9.
10. / Yes	OH -R	81	Boom	10.
11. / Yes	Kick	Bata 52	Small Boom	11.
12. / Yes	Djembe Hi	BETA - 98	CLIP	12.
13. / Yes	Djembe Low	BETA - 98	CLIP	13. Gate
14. / Yes	Conga (SR)	BETA - 98	CLIP	14. Gate
15. / Yes	Conga (SL)	BETA - 98	CLIP	15. Gate
16. / Yes	Wavedrum	ACTIVE D-I		16.
17. / Yes	Cajon	SM - 57	Small Boom	17. Gate
18. / Yes	O/H (SR)	SM - 81	BOOM	18.
19. / Yes	O/H (SL)	SM - 81	BOOM	19.
20. / Yes	Bass D.I.	ACTIVE D-I		20.
21. / Yes	Bass Mic	421	Small Boom	21.
22. / Yes	Bass Gtr	ACTIVE D-I		22.
23. / Yes	Acc Gtr #1 (Brandon)	ACTIVE D-I		23. Comp
24. / Yes	Acc Gtr #2 (Brandon)	ACTIVE D-I		24. Comp
25. / Yes	Gtr Amp- L (Brandon)	609 or 421	Small Boom	25. Comp
26. / Yes	Gtr Amp- R (Brandon)	609 or 421	Small Boom	26. Comp
27. / Yes	Piano Pickup - Hi	ACTIVE D-I		27. Comp
28. / Yes	Piano Pickup - Mid	ACTIVE D-I		28.
29. / Yes	Piano Pickup - Low	ACTIVE D-I		29.
30.	Piano 414 - Hi	414	Boom	30. Comp
31.	Piano 414 - Low	414	Boom	31.
32. / Yes	Pump Organ	BETA - 98	Boom	32.
33. / Yes	Harmonica- HI	SM - 58	Boom	33. Comp
34. / Yes	Harmonica- Low	SM - 58	Boom	34.
35. / Yes	Lead Vocal	Neuman 105 (me)	Boom	35. Summit Comp
36. / Yes	Lead Vocal Spare	Neuman 105	Small Boom	36. Summit Comp
37. / Yes	C.W. GTR	ACTIVE D-I		37.
38. / Yes	Percussion Vocal	SM-58	Boom	38. Comp
39. / Yes	Lead InEar	XLR "Y" from ch 35		39.

CASSANDRA WILSON - STAGE PLOT

4/3/2013



This is a tentative Stage Plot that may change

Note: * 8 Monitors Mixes

* ~~1 Mono In-Ear Mix~~

In Ear System N/A

* ~~1 Yamaha 990 Reverb at Monitor desk~~

* 1 Cue Mix at Monitor desk

Mix 9= Cassandra's In-Ears
 Mix 10= Reverb

Any Question: CONTACT: Production Manager and Sound Engineer:
 DonJuan Holder USA- [REDACTED] [REDACTED]

CASSANDRA WILSON BACKLINE RIDER – 2013

13 of 15

University backline-rider

- PURCHASER agrees to provide the following backline requirements at no cost to artist:
- “ARTIST has the prerogative to change musical personal at will. PURCHASER must provide any necessary backline changes requested.”
- This Backline rider is subject to change- Final details provided during show advance*
- The equipment company that provides the backline, must provide a technician to work the whole day (load-in, performance and load-out).

VOCALS - CASSANDRA WILSON

1	Drink table small cocktail type (approx 3' high)
1	Bar stool
1	Oriental Rug for stage (9'x12' or 5'x8' - depending on size of stage) MUST be clean with an attractive pattern; NOT a piece of carpet
1	Red Fender Telecaster Guitar with Guitar stand
1	tech 21 “Trademark 60” Guitar amp or small Guitar amp
1	One black chair with no arms

BASS - LONNIE PLAXICO

1	Full size upright acoustic Bass (3/4 acceptable second choice) must be top quality instrument with dark warm tone, steel Thomastik strings and a German bow with Rosin. Must also have David Gage or Underwood pick-up.
1	SWR California or Strawberry Blonde Acoustic Bass Amplifier
1	SWR Bass amplifier head (900 preferred)
1	SWR Goliath 111 4x10' speaker cabinet with tweeter and 1 ONE (1x19)
3	Instrument patch cables (3' length)
2	Instrumental patch cables (12" length)
1	Upright bass stool

GUITAR - BRANDON ROSS

	First choice:
1	Fender TWIN Reverb amplifier <u>AND</u> 1 AER Domino or Compact 60 acoustic guitar amplifier
	Second choice:
1	Fender TWIN Reverb amplifier <u>AND</u> 1 “California Blonde” Acoustic guitar amplifier
	Third choice:
1	Fender TWIN Reverb amplifier <u>AND</u> 1 Fishman Loudbox Performer acoustic guitar amplifier
6	Instrument patch cables (10' or 12' length)
3	guitar stands
1	Music stand with light
1	Heavy duty padded drum throne

KEYBOARDS/PIANO – JOHN COWHERD

1	Grand Piano - Steinway preferred (7' or 9' ok) (tuned to 440) Mr. Batiste is a Steinway endorser: if you can't provide one please let us know
1	Padded Adjustable Piano bench
1	Pump Organ- The best brand is Esty. Yamaha also made some.
1	Mackie 1202 VLZ3
3	¼ to ¾ cables 6' long
1	Music stand with light

DRUMS – JOHN DAVIS

	<u>BRANDS:</u>	1	Hi-Hat Stand w/ Clutch
	1st Choice- ANYTHING Craviotto	1	Snare Drum Stand
	2nd Choice- DW Collector's Series	1	Drum Throne
	3rd Choice- Yamaha Maple Custom Absolute	1	Single Bass Drum Pedal AND 1 DOUBLE Bass Drum Pedal!!!
	4th Choice- Yamaha Birch Custom Absolute	6	Boom Cymbal Stands
	<u>DRUMS:</u>	1	Drum Key
1	Bass Drum 22"x18"	1	Cowbell
1	Bass Drum 18"x14" (NO LIFT ON THE 18"!!!) (Yes BOTH BASS DRUMS)	1	Tambourine
1	Snare Drum 14"x7"		<u>HEADS:</u>
1	Tom-Tom 10"x8"		Remo Black Suede Emperor or Remo Coated Emperor on ALL drums! (Even the bass drum!)
1	Tom-Tom 12"x9"		
1	Floor Tom 14"x14"		
1	Floor Tom 16"x14"		

CYMBALS: I only need ONE set OR the other!! Sabian Or Zildjian:

1	HHX Evolution Ride Cymbal 22"	1	K Ride Cymbal 22"
2	HHX Evolution Ride Cymbal 20"	2	K Ride Cymbal 20"
2	HHX Evolution Crash Cymbal 18"	2	K Crash Cymbal 18"
1	HHX Evolution Crash Cymbal 17"	1	K Crash Cymbal 17"
1	HHX Evolution Crash Cymbal 16"	1	K Crash Cymbal 16"
1	1 HHX Evolution Splash Cymbal 10"	1	K Splash Cymbal 10"
1	PAIR of HHX Evolution Hi-Hats 13" OR 14"	1	PAIR of K Hi-Hats 13" OR 14"

Misc:

Black Duvatine to dress stage
Roll of black gaff tape
Roll of white board tape
The equipment company that provides the backline must provide a technician to work the whole day (load-in, performance and load-out)

Percussion – Mino Cinelu

Rental List:
 2 LP Fiber GALaxy (or Fiber Classic), 1 Quinto & 1 Tumbador
 1 Remo 16" Djembe (2nd Choice: 14" Remo)
 1: Gibraltar Djembe (GPDS) Stand
 1 Small Perc Table
 1 DUENDE LATINO Cajon
 1 Treeworks Chimes (Studio 44, or 28),+ Stand
 1 Kick Drum: Yamaha Maple Custom, 18"X16", or 20"X16"
 1 DW9000 (or 7000)
 1 20" Ride (Zildjian Constantinople, or Dark Ride)

<p>A & B: Monitor Wedges B: Small Percussion Table D: 2nd Boom Cymbal Stand For Extra Cymbal</p>	<p>1: Quinto 2 Wavedrum On Snare Stand 3: Remo 16" Djembe On Gibraltar Stand 4: Zildjian 20" Constantinople Ride</p>	<p>5: 18"X16", or 20"X16" Kick Drum, with Pedal 6: LP Galaxy FIBER Tumbador (or Fiber Classic) 7: Treeworks Chimes On Stand 8: DUende Latin CAJON 9: Vocal Mic</p>	<p>Cajon Choice Options: 1: Duende LATino 2: Gon Bops A. Acuna Special Edition 3: Gon Bops A. Acuna Signature Special Edition Vocal Mic: SM 58 Is Fine.</p>	<p>Bass Drum Skins Options: BATTER Side: 1: EMAD Clear 2: EQ2 Clear Reso Side: 1: EQ3 Reso Black 2: EQ3 Reso Onyx (Mino Is An Evans Drum Skins Artist).</p>
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PURCHASER'S SIGNATURE: _____
 PURCHASER signature above hereby indicates that PURCHASER has read and agrees to the above terms and conditions to be included in the engagement contract. PURCHASER acknowledges these terms shall be held

**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.

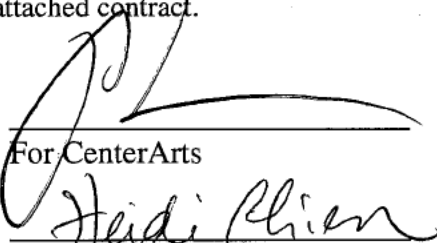
13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns,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

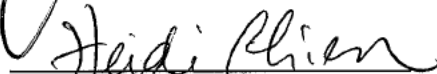


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For CenterArts



For University Center

Updated: April, 2009