



By mutual agreement made this date, **Fri, May 15, 2015** by and between **Ojah Media Group, LLC** (hereinafter referred to as "PRODUCER") f/s/o **Cassandra Wilson** ("ARTIST") and **Van Duzer Theatre** ("PURCHASER"). The undersigned PRODUCER and PURCHASER agree to the following terms and conditions for the entertainment presentation described below ("Engagement").

<b>DATE(S):</b>	Tue May 17th, 2016	<b>BILLING:</b>	100% Headline
<b>ARTIST:</b>	Cassandra Wilson	<b>AGES:</b>	AA
<b>VENUE:</b>	Van Duzer Theatre	<b>CAPACITY:</b>	800
<b>ADDRESS:</b>	Center Arts - Humboldt State University 1 Harpst Street Arcata, CA 95521		

<b>ANNOUNCE DATE:</b>		<b>ON SALE DATE:</b>	--
<b>SET LENGTH:</b>	1 x 75-90 min		

**DEAL:** \$15,000.00 Flat ("Guarantee"), Paid via Check

**ADDITIONAL PROVISIONS:**

PURCHASER to provide one (1) suite and up to ten (10) single rooms hotel accommodation for one (1) night, backline, production, and hospitality per ARTIST rider.

*- No early check in.  
Red Lion in Eureka - NJ.*

Subject to 7% CA State Withholding Tax.

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

**DEPOSIT(S):** N/A, Balance payable to Ojah Media Group, [REDACTED] day of performance

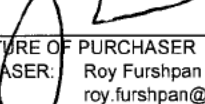
**TICKET PRICE:** General Admission \$45.00/\$45.00 [800]  
Students \$10.00/\$15.00 [0]

**TICKET FEES:**

<b>GROSS POTENTIAL:</b>	\$36,000.00	<b>TAX:</b>	
<b>ADJUSTED GROSS PTNTL:</b>	\$36,000.00		
<b>GROSS PTNTL AFTER TAXES AND FEES:</b>	\$36,000.00	<b>MERCH %:</b>	All: 80% Artist Sells

The attached Additional Terms & Conditions are hereby made an integral part of this contract. This contract and the attached ARTIST Rider constitute the complete and entire understanding of the parties ("Agreement"). It is expressly understood by the PURCHASER and the PRODUCER 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 **Fri, May 29, 2015**. If said documents are not received by this date, PRODUCER 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

**BY: X** \_\_\_\_\_  
 SIGNATURE OF PRODUCER REPRESENTATIVE  
 Ojah Media Group, LLC

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

c/o The Windish Agency  
 1658 N. Milwaukee Ave., #211  
 Chicago, IL 60647  
 PHONE: (773) 489-3500 FAX: (773) 489-3535

**ADDITIONAL TERMS AND CONDITIONS**

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

**1. BILLING/ADVERTISING/PROMOTION/ON SALE:**

(a) Unless otherwise indicated in the contract, 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 marquee. For the avoidance of doubt, no other performer shall receive credit or billing in any advertising without the prior written consent of PRODUCER.

(b) No other performer shall receive billing equal to or greater than ARTIST, and PRODUCER reserves the right of prior written approval over the type and quantity of billing for all support acts or other performers in connection with the Engagement.

(c) It shall be PURCHASER's sole responsibility to properly promote and advertise this Engagement.

(d) This Engagement shall not be announced or advertised in any way without PRODUCER's prior written approval. This includes press releases, text messages, teasers, social media blasts, and any other form of public announcement.

(e) PRODUCER and PURCHASER shall mutually designate an announcement date and the on-sale date for the Engagement.

(f) PRODUCER shall have the right to supply or approve (in writing) all artwork, announcements, listings, advertisements and other materials in connection with the Engagement, 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. In such event, in addition to PRODUCER's other rights and remedies (all of which are reserved), no ad fees will be charged to the PRODUCER at settlement, and a minimum penalty of \$100 per occurrence will be charged to PURCHASER.

(g) All artwork is to use official PRODUCER logo(s) and photo(s), shall include ARTIST's websites and social media outlets, and is subject to written approval by PRODUCER before it is distributed to the public. Proofs must be sent to PRODUCER's Agency for approval no less than 30 days prior to the Engagement, and not less than 48 hours prior to any imposed print deadlines such that there is enough time to make any necessary changes.

(h) UNDER NO CIRCUMSTANCES may local or national corporate entities be tagged onto or included in advertisements absent PRODUCER's express prior written consent. There can further be no sponsorships in stand-alone ads, without management prior written approval.

(i) There shall be no radio station presents/co-promotes or radio promotional comps without prior written permission from PRODUCER, 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 Engagement 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).

(j) PURCHASER shall only use print ads, radio spots and television spots which have been approved by PRODUCER in writing prior to dissemination or broadcast, as applicable. All radio and television advertising shall only use music designated or approved in writing by PRODUCER. No music recorded by any person or group other than PRODUCER shall be used in any advertising in connection with the Engagement.

(k) All marketing plans are to be submitted and approved by PRODUCER in writing prior to on-sale.

(l) Promotional Meet & Greet and interview requests are subject to prior written approval by PRODUCER, which PRODUCER may approve or disapprove in its sole discretion.

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

**2. SHOW SCHEDULE:**

(a) Prior to executing this Agreement, PURCHASER shall inform PRODUCER 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 PRODUCER shall not be liable for any costs, fines or other expenses incurred due to non-adherence to the foregoing. As between PRODUCER 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.

(b) All show times must be confirmed and are subject to PRODUCER's prior written approval. Any changes to any show schedule times must be confirmed in writing by PRODUCER. If, through no fault of PRODUCER, PRODUCER's set time is delayed for more than thirty (30) minutes, for any reason whatsoever, PRODUCER has the right to not perform, shall retain all monies previously paid by PURCHASER as partial compensation and PURCHASER shall remain liable for payment of the full balance of the Guarantee, with no further obligation of PRODUCER whatsoever. Further, if PRODUCER, 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, PRODUCER has the right to demand that PURCHASER shorten any other performers' set times. If PURCHASER fails to do so, PRODUCER shall have the right not to perform, shall retain all monies previously paid by PURCHASER as partial compensation and PURCHASER shall remain liable for payment of the full balance of the Guarantee, with no further obligation of PRODUCER or ARTIST whatsoever. In the event that PURCHASER shortens other performers' set times but PRODUCER's set time is still delayed thirty (30) minutes or more PRODUCER will have the right, in its sole discretion, to choose not to perform, shall retain all monies previously paid by PURCHASER as partial compensation and PURCHASER shall remain liable for payment of the full balance of the Guarantee, with no further obligation of PRODUCER or ARTIST whatsoever.

(c) PRODUCER shall have the right of prior written approval and final approval over any and all supporting acts and/or other performers and their respective order of performance and performance length. No other performer's equipment may appear on stage during PRODUCER's sound check or performance.

**3. SOUND CHECK REQUIREMENTS (in addition to the production/technical requirements stipulated in the ARTIST Rider):**

(a) The ARTIST reserves the right to a thorough sound check prior to the doors opening to the public at the venue. The ARTIST reserves the right to 60 minutes of set up and, in addition, at least 60 minutes of exclusive time on the house sound system with the aid of the sound technician working the venue the day of the Engagement.

**\*\*NOTE: If one or more of the backline or sound check requirements are not complied with the PRODUCER reserves the right to cancel the Engagement and the PURCHASER will be liable to the PRODUCER for the full Guarantee specified for the Engagement.\*\***

(b) The show production schedule (including without limitation, load-in, load-out, sound check and all other production call times) shall be subject to PRODUCER's prior written



approval and shall be advanced with PRODUCER or its authorized representative not later than one week prior to Engagement. PURCHASER's failure to comply herewith shall be deemed a material breach of this Agreement and PRODUCER shall have the right to not perform the Engagement and shall be entitled to receive the full Guarantee with no further obligation to PURCHASER.

4. VENUE SOUND ENGINEER: The PURCHASER shall provide ONE competent sound engineer. The PRODUCER may provide their own FOH sound engineer, 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.

5. PRODUCTION AND PERFORMANCE CONTROL: The PRODUCER and their personnel shall maintain 100% creative control of the production and presentation of the ARTIST's performance, which includes, but is not limited to, 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 Engagement, both onstage and through the house system, shall be determined exclusively by the PRODUCER (within the limits of equipment capacity). If venue has dB restrictions, such shall be made known to PRODUCER in writing at the time of signing of this Agreement. PRODUCER shall not be responsible to pay any penalty or fine in connection with dB limits.

(c) All production kills will be made according to ARTIST's technical rider and coordinated through the ARTIST's Production Manager and Tour Manager. There shall be no reduction in the Guarantee due to production kills.

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

(e) PURCHASER shall not utilize, display or permit any third party or entity to utilize or display, before, during or after an Engagement, any film, video or other audio-visual program without prior written approval of PRODUCER.

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

#### 6. FACILITIES:

(a) PURCHASER agrees to furnish at its sole cost and expense in connection with the Engagement, all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.

(b) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the contract, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.

(c) PURCHASER will pay for all performing rights licenses and fees in connection with the Engagement including ASCAP and BMI.

(d) PURCHASER agrees to pay all amusement taxes, if applicable.

(e) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER hereunder.

(f) If any damage or loss is caused to the ARTIST's equipment because of unconditioned power, improper power conversion, unstable table/riser, or any other similar reason not directly caused by the PRODUCER, 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.

#### 7. SIGNS/PLACARDS/SPONSORSHIPS:

(a) 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 or on or around the stage during the entire Engagement without the PRODUCER's express prior written permission. Additionally, there shall be no national, state, municipal or other flag or banner in the stage or Engagement area prior to or during an Engagement without the PRODUCER's express prior written permission. In any venue where such permanent signage is present, the venue agrees to turn off backlit signs but will not cover or remove signage, subject to venue management approval.

(b) The Engagement shall not be sponsored or in any manner tied to any commercial product, service, or entity without the PRODUCER's express written permission. Any and all sponsorship requests must have a written proposal sent to the PRODUCER and it must be approved in writing by PRODUCER.

(c) PURCHASER agrees that this Agreement is NOT contingent on PURCHASER obtaining corporate or any other type of sponsorship whatsoever.

(d) 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 PRODUCER.

#### 8. TICKET DATA:

(a) Subject to local laws, PURCHASER agrees to make available to PRODUCER's Agency, within five (5) business days of the completion of the Engagement, a full and detailed database of all ticket purchasers' details (names, addresses, etc.) as secured via the ticketing process; and to ensure that the appropriate language has been placed on the actual tickets prior to on sale to ensure the information may both be forwarded to and used by the PRODUCER.

(b) PURCHASER agrees to provide PRODUCER's Agency and any authorized PRODUCER representative final attendance and final ticket prices on the day of the show within 48 hours after the Engagement.

#### 9. SECURITY (in addition to any additional security requirements set forth in the ARTIST Rider):

(a) 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 Engagement. 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.

(b) All backstage passes, stage access passes, and guest passes shall be issued only by PRODUCER'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 PRODUCER's authorized representative, shall be valid.

#### 10. 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 express prior written permission has been granted by PRODUCER, which permission may be withheld or granted in PRODUCER's sole discretion. PURCHASER acknowledges and agrees that, PRODUCER and/or ARTIST shall, throughout the universe in perpetuity, be the sole and exclusive owner (as works made for hire) of, and PRODUCER and/or 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".

(b) It is hereby agreed and understood that PRODUCER 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 PRODUCER and PRODUCER'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, performance and/or Engagements, activities or any combination of the foregoing are used (the "Scenes"). PURCHASER, on behalf of itself and PURCHASER's personnel, hereby grants to PRODUCER and 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 PRODUCER, ARTIST and their respective 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.

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

#### 11. 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 Engagement(s). The policy shall name PRODUCER, ARTIST, each individual member of ARTIST, The Windish Agency, LLC, and their respective employees, directors, officers, principals, representatives, and shareholders as additional insureds.

(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 Engagement 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. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder.

(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.

#### 12. INDEMNIFICATION:

(a) PURCHASER shall indemnify, protect, and hold PRODUCER, ARTIST and the individual performing members of ARTIST, as well as PRODUCER's and ARTIST's respective agents, employees, representatives, officers, and directors, 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 the Engagement, including, but not limited to:

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

#### 13. MERCHANDISING:

(a) PRODUCER 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 Engagement. 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 PRODUCER'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.

#### 14. PAYMENT/SETTLEMENT/BOX OFFICE:

(a) If a deposit is noted on the contract face page, then a deposit of stated amount shall be made by PURCHASER in the form of a wire transfer, money order or certified check to, and in the name of, The Windish Agency, LLC pursuant to the payment terms contained in the contract. It is understood and agreed that if deposits are not received on or before the due date, PRODUCER shall have the right to cancel the Engagement and the full amount of the Guarantee shall nevertheless be due to PRODUCER. The balance due after the Engagement shall be paid by PURCHASER to PRODUCER's representative by cash, wire transfer, money order, or certified check not later than thirty minutes after the end of PRODUCER's Engagement.

(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 PRODUCER 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 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, written approval from PRODUCER 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 PRODUCER's representative. In house nut situations, there will be no "caps" or charge backs for any production elements that would penalize the PRODUCER. For any deals with "Sell Out" bonuses, "Sell Out" is defined as 95% of sellable capacity. "Sellable Capacity" is defined as legal capacity less mutually agreed 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) PRODUCER 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 may 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 PRODUCER hereunder is based in whole or in part on the box office receipts, PRODUCER 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 two (2) days prior to on sale. PRODUCER 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 PRODUCER'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 PRODUCER's prior, written consent and approval. Should PRODUCER consent and approve of any such ticket packaging in connection with the engagement, PRODUCER 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 PRODUCER under any circumstances.

(h) All prices for the tickets and the scaling of the venue shall be approved in writing by PRODUCER 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 PRODUCER 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 three hundred sixty-five (365) days after the date of the applicable Engagement, during which time an authorized representative of PRODUCER shall have the right to inspect all invoices, bills, receipts and other books and records of PURCHASER with respect to the Engagement.

(j) All ticket faces to list net ticket price with any additional fees listed separately.

#### 15. ADDITIONAL WARRANTIES AND REPRESENTATIONS/MISCELLANEOUS PROVISIONS:

(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 Engagement from the time the PRODUCER 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) The PURCHASER warrants that all terms outlined in this contract and rider are strictly confidential between the PURCHASER and the PRODUCER. Any disclosure by PURCHASER regarding PRODUCER's Guarantee, additional provisions, technical requirements, or other confidential information contained herein will be considered a material breach of this Agreement.

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

(e) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of 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.



(f) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(g) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(h) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO.

(i) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the parties to the terms and conditions of this Agreement.

#### 16. DEFAULT:

(a) 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 PRODUCER's other rights or remedies, PRODUCER shall have the right to refuse to render services or otherwise perform under this Agreement and shall have the right to retain any amounts theretofore paid to or on behalf of PRODUCER. Furthermore, in such Engagement PURCHASER will remain liable to PRODUCER for the full Guarantee specified for the Engagement.

(b) In addition, if on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, PRODUCER'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 Engagement, PRODUCER shall have the right to retain any amounts theretofore paid to or on behalf of PRODUCER.

(c) Should PURCHASER cancel this engagement under any circumstance, other than an Act of God, more than 45 days before the Engagement, the PURCHASER shall immediately remit to The Windish Agency, LLC, a wire transfer, certified check or money order in the amount of fifty percent (50%) of the full Guarantee specified for the Engagement. Should PURCHASER cancel this engagement under any circumstance, other than an Act of God, 0-45 days before the Engagement, the PURCHASER shall immediately remit to The Windish Agency, LLC, a wire transfer, certified check or money order in the amount of one hundred percent (100%) of the full Guarantee specified for the Engagement. 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 Engagement. PRODUCER agrees to furnish PURCHASER with receipts for travel and hotel costs.

(d) Please note that none of the requirements of the ARTIST Rider can be invalidated by the failure of PRODUCER 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 Engagement. In case of such cancellation, PURCHASER shall remain liable to the PRODUCER for the full Guarantee specified for the Engagement.

#### 17. LIMITATION OF LIABILITY:

In the event of an alleged material breach of this Agreement by PRODUCER, 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 Engagement, 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.

#### 18. FORCE MAJEURE:

(a) The PRODUCER's obligations hereunder are subject to suspension or cancellation by PRODUCER in the event of ARTIST (or any key member thereof) 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 PRODUCER or ARTIST's reasonable control. In such event, there shall be no claim for damages or expenses by PURCHASER and PRODUCER and ARTIST's obligations in connection with the Engagement shall be deemed waived.

(b) If, as a result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to or is prevented from performing the Engagement or any portion thereof or any material obligation under the Agreement, then PRODUCER and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER. Notwithstanding the foregoing, (i) PRODUCER shall be entitled to payment for services rendered up until the time of inability to perform by reason of such Force Majeure Event; and (ii) in the event of nonperformance due to such Force Majeure Event, if ARTIST was otherwise present and ready, willing and able to perform as scheduled, then PRODUCER shall be entitled to payment of the full Guarantee hereunder.

(c) A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impractical, or unsafe: death, illness of, or injury to ARTIST or a member of ARTIST's immediate family, any of ARTIST's musicians; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by ARTIST; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Engagement(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 reasonable control; severe inclement weather (noting that the Engagement shall proceed regardless of incumbent weather, however if conditions become so severe as to threaten safety of either party or the audience, the Force Majeure Event class shall apply); and/or any similar or dissimilar cause beyond PRODUCER's or PURCHASER's reasonable control. If PURCHASER and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, ARTIST's determination as to performance shall prevail.

19. ROLE OF AGENT: It is expressly understood by the PURCHASER, PRODUCER and ARTIST that The Windish Agency, LLC, its employees and its managers, do not assume any liability for any action(s) taken by the PRODUCER, 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.

20. CHOICE OF LAW/FORUM: 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.

21. AGREEMENT PREVAILS: In case of any conflict of terms, the terms contained within the contract and ARTIST Rider shall prevail over all others. All terms of the contract and ARTIST rider are specifically accepted by the PURCHASER unless they are waived by the PRODUCER or their representative. Such waiver shall be effective only if initialed by the PRODUCER or their representative.

# Cassandra Wilson Tour

Date: January 2015  
To: Hotel Manager and Management Staff  
Re: Cassandra Wilson and her touring entourage stay

The following information is to assist with your group booking for Cassandra Wilson, Band and Crew. The contact person with Cassandra Wilson is:

**Sam Walton - Tour Manager**  
[REDACTED]

## ROOM AND TAX MASTER FOLIO

Please create a master folio under the name Cassandra Wilson for **all room and tax charges** per the rooming list that has been supplied unless the hosting venue has made alternate arrangements. The correct mailing address for the master folio is:

Impact Artist Management  
[REDACTED]

**FINAL APPROVED RECEIPTS OF ALL CHARGES MUST BE MAILED TO THE ABOVE ADDRESS WITH ATTENTION TO: SHERRY BETH MOUNCE-STOUDT**

**Immediately following check out of all members of group, please request the front desk to email ALL charges to Sam Walton for final approval before sending the hard copy to home management.**

**Sam Walton - Tour Manager**  
[REDACTED]

## PRE-REGISTRATION & ROOMING LIST

Please pre-register the group and have individual room keys completed and labeled prior to the groups' arrival. Please ensure that **A COMPLETED COPY OF THE ATTACHED ROOMING LIST** is placed in each key package. If not possible, then please ensure a completed rooming list is delivered to all members of the group immediately upon complete check in.

**To ensure privacy and to maintain a low profile, Cassandra Wilson uses a pseudonym for all hotel reservation and travel documentation. Please ensure that the name "MARIE ST. CLAIRE" is used in the place of "Cassandra Wilson" on all written documentation, key packets, personal hotel bills, etc.**

## EARLY ARRIVALS/LATE CHECK OUTS

You will notice on the rooming list, we have indicated an early arrival for some of our group. We appreciate all efforts to accommodate upon arrival and/or your assistance in securing rooms as quickly as they become available. **We will need early check in for Sam Walton, Marie St. Claire and our bus driver (when advised). We will need late check out for Marie St. Claire and Sam.** -Msr

A late check out of 4pm is usually required for certain members of the touring party and will be indicated on the rooming list. If this is not possible, Sam Walton must be notified immediately.

**MANDATORY ROOM TYPES/LOCATION/AMENITIES**

The following guidelines MUST be used when assigning rooms to the group:

- **~~ALWAYS PLACE MARIE ST. CLAIRE IN A SMOKING SUITE WITH A BALCONY AND WINDOWS THAT OPEN. THERE ARE NO EXCEPTIONS TO THIS REQUIREMENT.~~**

- Always ensure NO MEMBER of the group is located in a room next door or immediately across the hall from another member of the group.
- Always place Marie St. Claire in a room that does not have a connecting door to another room
- Always place all members in rooms away from elevators, ice machines, entry doors, maid quarters, laundry facilities, vending machines, etc.
- Where possible, please place a humidifier in Marie St. Claire's room.
- Where possible, please locate each member of the group on different floors or as far apart from each other as available. Remember that we spend 12 hours per day with each other! Privacy is wonderful!
- ~~Please upgrade the Tour Manager to a nonsmoking suite on the same floor as Marie St. Claire~~

**TELEPHONES/HOUSEKEEPING/NOISE**

Please note that this is a group with strange work and sleeping hours. Please ensure that hotel and housekeeping staff are notified to respect DO NOT DISTURB signs regardless of time of day and phone calls to confirm a desire to remain undisturbed are not necessary! Please note in particular that our bus driver spends all night driving and will generally be sleeping from the hours of 2:00pm until 11:30pm.

Please notify Sam Walton at least 2 weeks in advance of arrival should there be any construction and/or unexpected noise planned during the duration of the stay of the touring entourage.

**BUS PARKING/LUGGAGE - PER ADVANCE**

Please be advised that the touring entourage will be arriving in a 45' tour bus. We require access to the hotel and parking for this bus in a zero grade (flat) area ~~immediately adjacent~~ to the hotel from the time of arrival until the time of departure on the checkout date of the group. PLEASE CONFIRM LOADING AND PARKING LOCATIONS FOR THE BUS UPON RECEIPT OF THESE INSTRUCTIONS.

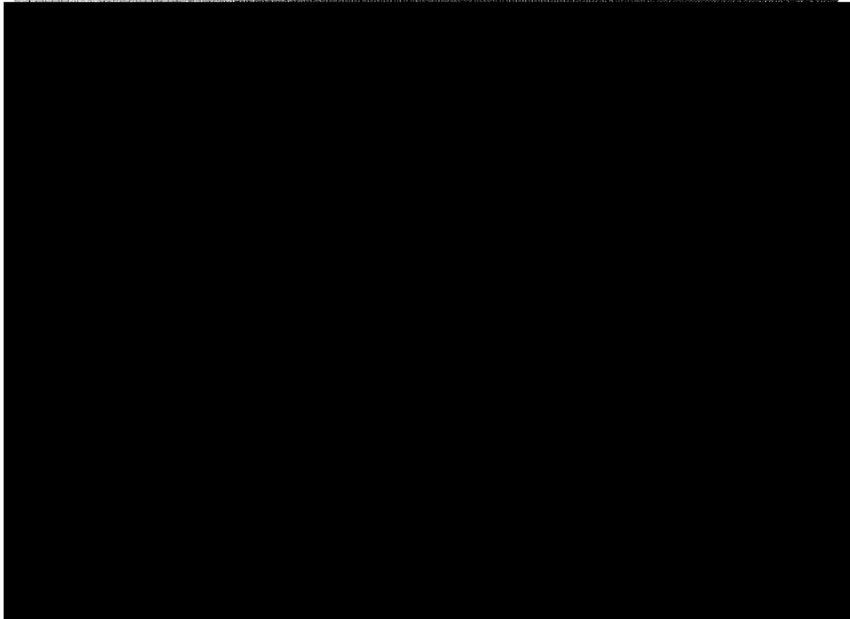
Directions and/or a map of the area would also be appreciated.

Baggage handling will not be required upon arrival or departure by members of the traveling party.

**LOST ITEMS**

Should any items be found in any rooms following check-out, please notify Sam Walton.





Thank you very much for your time, organization and patience. We look forward to staying with you!

Sam Walton

Tour Manager  
Cassandra Wilson

**Rooming List:**

Marie St. Claire  
Sam Walton - TOUR MANAGER  
Kevin Breit  
Jon Cowherd  
Robby Marshall  
Charlie Burnham  
John Davis  
Lonnie Plaxico  
DonJuan Holder  
Edward Humberger - Band Manager (PER ADVANCE)  
Jeris Lincoln - Assistant (PER ADVANCE)

# CASSANDRA WILSON

## 2015 TRAVEL AND HOSPITALITY RIDER

**NOTE: ARTIST DOES NOT PERFORM OR DO PRESS FUNCTIONS ON TRAVEL DAYS**

### **AIRFARE:** -MSR

PURCHASER agrees to provide 1-round-trip business-class or first-class flight and up to 10-standard coach flights at no cost to ARTIST (per Tour Manager advance).

- Exact traveling party to be determined solely at the discretion of the Tour Manager prior to submission of contract to PURCHASER.
- Upon receiving the confirmed flight requirements from Tour Manager, 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 including quantity charges, overweight fees and special item costs. ARTIST is to be reimbursed for any baggage overweight costs incurred for the journey to and from the concert date upon submission of a receipt of charges.

### **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) Late model SUV for Ms. Wilson, TM and Assistant (TM will approve at time of advance)

#### **TO AND FROM AIRPORT:** 12-MSR

- Up to two (2) fifteen (15) passenger vans for crew and band (per advance)
- One (1) fifteen (15) passenger van with seats removed for luggage

#### **TO AND FROM VENUE:** 12-MSR

- Up to two (2) fifteen (15) passenger vans for artist entourage
- One (1) fifteen (15) passenger van with seats removed for luggage

**PURCHASER INITIAL HERE: \_\_\_\_\_ - I have read, understood and will provide the above as a part of the approved performance agreement. Any items missing or terms not met will result in breach of contract**

# CASSANDRA WILSON

## 2015 TRAVEL AND HOSPITALITY RIDER

### HOTEL ACCOMMODATIONS:

PURCHASER agrees to provide and pay for in advance the following hotel accommodations (ROOM AND TAX ONLY) for a minimum of <sup>1 night - 14</sup> 2 nights at a ~~FIVE-STAR WORLD CLASS PROPERTY (no exceptions)~~ <sup>Red Lion in Eureka, CA.</sup> to include in house dining facilities with 24 hour room service, spa or workout facility, direct dial telephones, complimentary wifi internet and with a 24 hour switchboard:

- One (1) VIP two room suite (SMOKING). One room is to be a king bedroom and one room is to be the living room, separated from the bedroom by a door that closes - please see hotel advance information packet to finalize booking details.
- Up to ten (10) single king non-smoking hotel rooms. (TM will advance total required room quantities at time of advance).

#### Approval:

- Purchaser is to submit hotel selection for written approval no later than 45 days prior to engagement.
- 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.
- Purchaser understands that all members of artist entourage and crew must stay at the same hotel. Under no circumstances will it be acceptable to split the traveling entourage to different hotels.

#### CHECK IN

- Rooms are to be made available to Artist for <sup>3:00 P.M. day of - 14</sup> ~~11:00AM or earlier~~ check in one day prior to the contracted performance date.
- ~~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. NO EXCEPTIONS.~~

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# CASSANDRA WILSON

## 2015 TRAVEL AND HOSPITALITY RIDER

### **CATERING AT VENUE:**

PURCHASER agrees to provide the following hospitality requirements at no cost to artist. PURCHASER agrees to provide following refreshments and food for the following persons at the following times BY A LICENSED, BONDED AND REPUTABLE CATERING SERVICE:

#### **BREAKFAST:**

Crew of a minimum of four people at 10:00am (or load-in time - per advance.)

Hot Breakfast consisting of: eggs cooked to order, bacon, and/or sausage, assorted, cold cereals, jams, toast, muffins, fresh (ripe) uncut fruit assortment, 12-bottles of Evian spring water, along with cups and ice, hot coffee, tea (Earl Grey & herbal), milk (whole milk & low fat) orange juice, apple juice, cranberry juice etc. unless advised otherwise by Tour Manager.

#### **LUNCH:**

Crew of a minimum of four people at 12:00pm (or lunch time - per advance.)

Hot soup and salad with fixings, fruit, cheese and a deli tray with Applegate brand meats (all meats and cheese to not contain any nitrates), wheat bread, white bread, corn breads are requested and preferably, along with mustard, mayonnaise and the appropriate condiments. Potato chips, pretzels and snacks as sides to the deli tray are appreciated.

One (1) gallon 2.5 gallon jug (with spout) of spring water with bio-degradable cups, 1-quart each of unsweetened apple juice and orange juice, one (12) pack of soft drinks (assorted selection-Coke, Diet Coke and Sprite).

#### **DINNER:**

Crew and Band - minimum of 12 people at 5pm (or dinner time - per advance.)

Five (5) of the twelve (12) meals should be fish. Also, please make suggestions based on local tastes, local specialties and regional cuisine.

Please provide plastic "to-go" containers for the removal of uneaten food for later use. **(VERY IMPORTANT)**

REAL DISHES are necessary: silverware, napkins, cups, bowls, plates, mugs and any other items and utensils. Plastic cups and paper plates are not acceptable.

Dinner should be served two hours (2 hrs), prior to the scheduled performance, for twelve (12) persons (per schedule and advance). There must be NO PORK at any of the meals. Please always have some chicken or fish at each meal depending on what is being provided.

Please see the next page for examples and suggestions on the hot dinner entree.

**PURCHASER INITIAL HERE: \_\_\_\_\_ - I have read, understood and will provide the above as a part of the approved performance agreement. Any items missing or terms not met will result in breach of contract**

# CASSANDRA WILSON

## 2015 TRAVEL AND HOSPITALITY RIDER

### ALL DINNERS MUST BE HOT MEALS.

Mixed vegetable salads	Hot coffee
Warm, fresh bread or rolls	Baked or grilled skinless 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	Quinoa style dishes

### ADDITIONAL ENTREE OPTIONS (please request specific day of your show during advance:

DAY 1- 1 beef entree with veggies, salad, breads 1 veggie dish, 1 potato dish etc..

DAY 2- 1 chicken entree with breads, salad, veggie dish, brown rice or quinoa etc..

DAY 3- Baked, broiled or poached fish entree w/ starch option & vegetables with whole-grain starch option and steamed vegetables and salad etc..

DAY 4- BBQ day- grilled ribs, brisket, chicken, green vegetables, corn on the cob, baked beans, mashed potatoes, potato, egg & macaroni salads and salad etc..

ETHNIC DAY (preferred)- If your caterer has a particular ethnic specialty we can substitute it in place of any of the above menus ideas please let us know. If you have a local specialty item we would like that to be discussed and possibly substituted.

Tour Manager will confirm, in show advance, the hot entree. Desserts must be fresh and preferably homemade.

**PURCHASER INITIAL HERE: \_\_\_\_\_ - I have read, understood and will provide the above as a part of the approved performance agreement. Any items missing or terms not met will result in breach of contract**

# CASSANDRA WILSON

## 2015 TRAVEL AND HOSPITALITY RIDER

### BACKSTAGE ROOM REQUIREMENTS:

A minimum of three private rooms are required for the duration of the day at the venue both before AND after the performance.

- One room for ARTIST - please see the following pages for an item list and room description
- One room for Artist's Band
- One room for a Production Office

Each room should be large enough to accommodate eight (8) persons.

**\*\*\*\*EACH ROOM IS REQUIRED TO HAVE PRIVATE LAVATORY FACILITIES\*\*\*\***

*one room does not have*

**\*\*\*\*EACH ROOM SHOULD BE SET AND STOCKED BEFORE THE ARTISTS ARRIVE AT THE VENUE\*\*\*\***

Should it be deemed necessary by ARTIST, an 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. Rooms must be clean, fresh and bright. The artists will spend considerable time in the dressing rooms - so please make the environment as comfortable and enjoyable as possible.

~~Tour Manager must receive keys to all assigned dressing rooms upon his arrival to the venue.~~

Security must be present in the dressing room hallway from time of Artist arrival to the Artist departure.

**PURCHASER INITIAL HERE: \_\_\_\_\_ - I have read, understood and will provide the above as a part of the approved performance agreement. Any items missing or terms not met will result in breach of contract**

# CASSANDRA WILSON

## 2015 TRAVEL AND HOSPITALITY RIDER

### 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, wall coverings, pipe and drape or textiles. Please make the room as comfortable as possible - remember, this should be 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 freshly cut flowers in vase (yellow roses are a particular favorite).

*MSR*

~~Ms. Wilson's dressing room **MUST BE A SMOKING ROOM (NO EXCEPTIONS)**. If a proper dressing room (smoking) can not be supplied indoors, purchaser must provide a talent trailer adjacent to the main stage door. This trailer will need to have proper plumbing, ventilation, with heat and AC, and proper electrical outlets.~~

(1)	One dressing or makeup table with straight back rolling 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 smaller side table for computer
(1)	One coffee setup with fresh brewed coffee with SUGAR IN THE RAW, six- china tea cups with saucers 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 nut mix
(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)	<b>One bottle Puligny-Montrachet ICED</b>
(6)	Six small bottles of natural spring water - DO NOT ICE!	(1)	<del>One bottle of Myers Dark Rum. (unopened) w/10 glasses</del> <i>MSR</i>
(1)	<b>2-bottles of red wine:</b> 1. Allegrini Amarone della Valpolicella Classico 2. Bouchard Pere & Fils Pinot Noir	(2)	Two glass ashtrays
(1)	6-wine glasses	(4)	Four dark terry cloth hand towels (white not acceptable)
	Candles: scented, decorative candles to create a nice mood (vanilla is a favorite)		All necessary cups, condiments, utensils, wine openers, etc. (NO PLASTIC)

*or reasonable substitution - MSR*

**PURCHASER INITIAL HERE: \_\_\_\_\_ - I have read, understood and will provide the above as a part of the approved performance agreement. Any items missing or terms not met will result in breach of contract**

# CASSANDRA WILSON

## 2015 TRAVEL AND HOSPITALITY RIDER

### ROOM TWO: Door to be marked "MUSICIANS":

Please deliver to dressing room one hour prior to soundcheck :

- One small deli for eight (8) persons, tray consisting of Nitrate Free (Applegate Brand) smoked turkey, ham and chicken, cheeses (cheddar, swiss and provolone) and assorted fresh vegetables washed and cut. Appropriate condiments for eight (8) sandwiches (mayo and mustard)
- All condiments necessary, silverware, napkins, twenty-four (24) 16oz bio-degradable cups, microwaveable paper bowls, plates and LARGE Hot Cups, clean ice for drinks with scoop (not ice used to keep drinks cold) and any other items and utensils necessary.

(2)	Cases of Evian spring water	(1)	One box microwave popcorn unopened ("Newman's Natural Light")
(1)	One vegetable tray	(1)	Bunch of bananas
(1)	Ripe uncut assortment of fruit	(1)	One package organic rice cakes/crackers
(1)	One loaf gourmet all natural multi-grain bread	(1)	One assortment of nuts (raw Almonds; Walnuts, Pumpkin & Sunflower seeds)
(1)	One loaf spelt 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 of creamy organic peanut butter	(1)	
(1)	One small jar of grape or raspberry preserves	(1)	One bag natural salted Blue Corn tortilla chips
(1)	One container of fresh salsa MEDIUM spicy	(1)	
(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	(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.

or reasonable  
sub-st

**PURCHASER INITIAL HERE: \_\_\_\_\_ - I have read, understood and will provide the above as a part of the approved performance agreement. Any items missing or terms not met will result in breach of contract**



# CASSANDRA WILSON

## 2015 TRAVEL AND HOSPITALITY RIDER

### **ROOM THREE: Door to be marked "ARTIST PRODUCTION":**

#### PRODUCTION OFFICE REQUIREMENTS:

PURCHASER to provide one (1) production office exclusively for Tour Manager and staff which shall include the following: electrical outlets, complimentary wifi internet, ~~a minimum of 3 working phone lines~~, adequate desk space and a minimum of 4 (four) comfortable chairs and twelve (12) black terry cloth hand towels. ~ ~

(1)	One coffee maker and pot and 1lb Starbucks (or better) ground coffee with one small container of half & half and Sugar In The Raw for coffee	(1)	One small bowl of fresh seasonal fruit, (i.e. bananas, grapes, oranges and apples)
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### **AFTER SHOW FOOD REQUIREMENTS:**

- Move all dressing room food and drinks to the tour bus
- Restock tour bus with fresh ice (a minimum of 2-10 lb. bags).
- Deliver after show food to tour bus (Thai, Mexican, Sushi, Pizza, Wings, Barbecue, Sandwiches etc..). Please advance after show food with the Tour Manager to confirm order.
- Please discuss the best your town has for delivery with tour manager. Please provide 3 menus (3 copies of each menu) upon arrival at the venue for the Tour Manager to choose from.

**PURCHASER INITIAL HERE: \_\_\_\_\_ - I have read, understood and will provide the above as a part of the approved performance agreement. Any items missing or terms not met will result in breach of contract**

# CASSANDRA WILSON

## 2015 TECHNICAL RIDER

!!!!PLEASE ADVANCE IN DETAIL!!!!  
THIS DOCUMENT HAS NINE (9) PAGES

Sam Walton - Tour Manager  
[REDACTED]

As an addendum and attachment to the signed and approved performance contract, this 2015 Technical Rider is hereby accepted by PURCHASER and understood as being a key element of a successful and smooth performance by ARTIST. PURCHASER hereby agrees to provide any and all equipment, supplies, personnel and supporting materials listed in this rider at no cost to ARTIST for the performance date listed in the performance contract or as otherwise noted.

### TECHNICAL REQUIREMENTS:

#### A) STAGE:

A stage which must be a minimum of twenty-four (24') feet deep from front to back and thirty-two (32') feet wide from left to right. The stage must be flat, smooth and stable. If stage is being built for the performance, StageRight brand decking and stage hardware is preferred.

#### B) SOUND SYSTEM:

*← IN House Sound System only DTS*  
The sound system must be of complete professional quality and be assembled of well-known, industry-standard and professional level components. The sound system shall be assembled, arrayed, and tuned to reproduce full-bandwidth, high-fidelity sound to each seat in the venue with no exceptions.

#### FOH AUDIO CONSOLE:

~~First choice - digital console: Yamaha PM-5D RH~~

~~Second choice - digital console: Avid Venue Profile~~

~~Third choice - digital console: DiGiCo SD7~~

~~Fourth choice - digital console: Midas PRO6~~

Required external processing: Avalon VT-737 -or- Summit tube preamp

~~First choice - analog console: Midas Heritage 3000~~

*← PM3500 ONLY DTS*

\*\*\*Note: analogue desk choice must be approved by Cassandra's tour manager\*\*\*

#### **IF FOH CONSOLE IS ANALOGUE, WE WILL REQUIRE THE FOLLOWING PROCESSING:**

~~2 x Lexicon PCM-90 reverb unit~~

~~2 x Yamaha SPX-990~~

~~1 x stereo Summit tube compressor~~

~~6 x Drawmer DS-201 or Aphex 612 noise gate~~

*← IN House Processing ONLY DTS*

**PURCHASER INITIAL HERE: \_\_\_\_\_ - I have read, understood and will provide the above as a part of the approved performance agreement. Any items missing or terms not met will result in breach of contract**

# CASSANDRA WILSON

## 2015 TECHNICAL RIDER

11 x dbx Professional 160XT or Apex compressors \*\*\* NO dbxPro 166 \*\*\*

### DRIVE AND HOUSE CONTROL SYSTEM:

2 x Klark Teknik DN-360 equalizer

2 x Klark Teknik DN-GO RTA device

← in House Processing only DTS

### MONITOR SYSTEM:

Console: (in order of preference) Yamaha PM-5D, Avid Venue Profile, Digico SD7, Midas PRO6

Midas XL-250, Midas H-3000,

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

← SC40 console only DTS

### IF MONITOR CONSOLE IS ANALOGUE, WE WILL REQUIRE THE FOLLOWING PROCESSING:

2 x Yamaha SPX-990 ~~NA DTS~~

8 Inserts: ~~12~~ x BSS FCS-960, or Klark Teknik DN 300 or DN 360 equalizers

Inserts: ~~4~~ x DBX 160SL compressors ~~N/A DTS~~

Monitor cabinets: ~~12~~ x Meyer UM-P, Clair Brother 12-AM or EAW 12" low profile wedge monitors

~~SRX 712m only DTS~~

### MICROPHONES AND STANDS:

Microphones, Stands and misc: Refer to input list

Countryman or BBE Direct 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

} House mics/stands only DTS

### LOUDSPEAKER ARRAYS: ← House PA only DTS

All speaker enclosures will be LINE ARRAY SPEAKERS of reputable name, including L'Acoustics V-dosc, ElectroVoice, JBL Pro, EAW or Meyer Sound. The exact number of speaker enclosures will be determined by the sound company and Cassandra Wilson's Tour Manager.

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

### AMPLIFIERS:

Crest amplifiers are preferred: Crown, C-Audio and a few others are acceptable. Please inform the Tour Manager if these amplifiers are not available.

### COMMUNICATIONS - CLEARCOM & FOH TALKBACK:

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.

### LIGHTING SYSTEM AND COMMENTS:

~~3 x 40' truss system~~

House Lighting System only DTS

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# CASSANDRA WILSON

## 2015 TECHNICAL RIDER

~~60 x Par 64's~~ *House Instruments only*  
12 Twelve Moving lights (model: TBA) *DT8*  
1 One white Cyclorama 40' x 24'2  
Two spotlights with operators  
1 One black scrim 40' x 24'1  
1 One 60 channel fully computerized programmable board  
1 One proper communication system (TBA stations)  
1 One Lighting Director / Lighting Operator  
NO GREEN GELS OR BRIGHT YELLOW. Preferred colors: Ambers, Blues, Purples, Reds, Oranges

### SCHEDULE: REHEARSAL / SOUND CHECK / FOCUSING CHECK:

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

- Placement and testing of all sound, lighting and staging equipment must be completed prior to sound check;
- 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 system, house levels, and light focusing;
- No audience shall be allowed to enter place of performance until such sound check has been completed to ARTIST's satisfaction;

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. ARTIST's Tour Manager will make the final decision on opening act placement / sharing of equipment.

### STAGE HANDS, TECHNICAL STAFF AND MISCELLANEOUS:

1 x runner with dependable transportation (minivan or van are preferred) to assist ARTIST's Production Crew throughout the show day.  
4 x Truck Loaders at load-in and load-out.  
4 x 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.  
2 x Riggers for load-in and load-out, if the sound and/or lights are to be flown.  
~~1 x experienced Forklift Operator (with forklift), if load-in and load-out conditions warranted.~~ *DT8*

Please discuss this with the tour manager.

1 x 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.

2 x Spotlights, lights including ample power, and experienced competent operators to operate said spotlights. Artist's Tour Manager should be consulted as to kind and placement of said spotlights.

1 x 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.

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# CASSANDRA WILSON

## 2015 TECHNICAL RIDER

CASSANDRA WILSON      INPUT LIST      10/14/2014

*House mics only*

CONSOLE FOH / Mon	INPUTS	MIC. or DI	STANDS	INSERTS F.O.H. only
1. / Yes	KICK 22"	91		1.
2. / Yes	KICK 18"	D-112	Small BOOM	2.
3. / Yes	Snare #1	SM - 57	Small BOOM	3.
4. / Yes	Snare #2	SM - 57	Small BOOM	4. Gate
5. / Yes	HI - HAT	SM - 81	Small BOOM	5.
6.	TOM - 1	BETA - 98	CLIP	6. Gate
7.	TOM - 2	BETA - 98	CLIP	7. Gate
8.	TOM - 3	BETA - 98	CLIP	8. Gate
9.	TOM - 4	BETA - 98	CLIP	9. Gate
10.	TOM - 5	BETA - 98	CLIP	10. Gate
11. / Yes	O.H. -L (SR)	SM - 81	Boom	11.
12. / Yes	O.H. -R (SL)	SM - 81	Boom	12.
13. / Yes	Bass D.I. (Up right)	ACTIVE D-I		13.
14. /	Bass Mic (Up right)	421	Small Boom	14.
15. / Yes	Acc Gtr #1 (Brandon)	ACTIVE D-I		15. Comp
16. / Yes	Acc Gtr #2 (Brandon)	ACTIVE D-I		16.
17. / Yes	Gtr Amp- L (Brandon)	609 or 421	Small Boom	17. Comp
18. / Yes	Gtr Amp- R (Brandon)	609 or 421	Small Boom	18. Comp
19. / Yes	Piano Pickup - Hi	ACTIVE D-I w/XLR in		19.
20. / Yes	Piano Pickup - Mid	ACTIVE D-I w/XLR in		20.
21. / Yes	Piano Pickup - Low	ACTIVE D-I w/XLR in		21.
22. / NO	Piano 414 - Hi	414	Boom	22.
23. / NO	Piano 414 - Low	414	Boom	23.
24. / Yes	Rhodes -L	D.I.		24.
25.	Rhodes -R	D.I.		25.
26. / Yes	Pump Organ -L	SM-57	Small Boom	26.
27.	Pump Organ -R	SM-57	Small Boom	27.
28. / Yes	Harmonica- HI	SM - 58	Boom	28. Comp
29. / Yes	Harmonica- Low	SM - 57	Boom	29.
30. / Yes	Lead Vocal	Neumann 105 (me)	Boom	30. Summit Comp
31. / Yes	Lead Vocal Spare	Neumann 105	Small Boom	31. Summit Comp
32. / Yes	Cassandra Guitar	ACTIVE D-I		32.
33. / Yes	Lead Ears (Monitors)	XLR "Y" from ch 30		33.

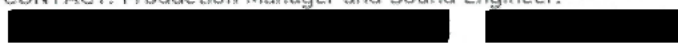
Note: \*(me)= I will bring the Lead vocal 105 with me.

\* You must have the tube pre-Amp for her Lead vocal mic.  
(Avalon Vt-737sp or Summit TPA-200B Tube Pre-Amp)  
Or something Equivalent to the Avalon Pre-Amp  
It must be at located at Monitor desk not F.O.H.

\* We need a Yamaha 990 reverb at Monitor world if we are using an Analog  
Monitor desk

*← Please advance, may not be available DTS*

Any Question: CONTACT: Production Manager and Sound Engineer:



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# *CASSANDRA WILSON*

## *2015 TECHNICAL RIDER*

### BACKLINE REQUIREMENTS:

Band / Technical Personnel Listing:

Cassandra Wilson - vocals and guitar  
 Kevin Breit - guitar  
 Charlie Burnham - violin  
 Robby Marshall - woodwinds  
 Jon Cowherd - piano and keyboard  
 John Davis - drums  
 DonJuan Holder - FOH sound engineer / production manager

PURCHASER agrees to provide the following backline requirements at no cost to artist. ARTIST has the prerogative to change musical personnel at will and PURCHASER must provide any necessary backline changes requested in this circumstance. This backline rider is subject to change. Please confirm all details and line items with Tour Manager during show advance.

The equipment company that provides the backline must provide a competent and trained technician to work the whole day and serve as backline tech (load-in, soundcheck, performance, load-out).

**VOCALS AND GUITAR - CASSANDRA WILSON**

1	Neumann KMS-105 hand held microphone with clip
1	Red Fender Telecaster guitar
1	Fender TWIN Reverb amplifier or smaller guitar amp
1	<b>Avalon Vt-737sp or Avalon M2</b> or Summit TPA-200B Tube Pre-Amp
1	Ernie Ball VP Jr. volume pedal (for her guitar)
5	¼ to ¼ guitar cable - 10' length
1	One small cocktail drink table type (approx 2.5 feet high x 2 feet wide)
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 cut carpet
1	One black chair with no arms
1	Guitar stand
4	Duracell Procell AA battery (per show day)
2	Duracell Procell 9v battery

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# CASSANDRA WILSON

## 2015 TECHNICAL RIDER

### UPRIGHT BASS - LONNIE PLAXICO

1	3/v 3/4 size upright acoustic bass <u>WITH ADJUSTABLE BRIDGE</u> . Must be top quality instrument with dark warm tone. European origin preferred. Some plywood basses are well made but please avoid them if possible. Strings should be new - Thomastik Spirocore are preferred. <u>PLEASE NOTE:</u> we would very much appreciate having the bass checked out and set up by a qualified luthier within a week of the performance with special attention to sound post adjustment, bridge, neck, string height, etc.
1	German bow with rosin.
1	Pickup: Realist pickup
4	¼ to ¼ guitar cables - 10' length
1	Hartke 4X10 Cabinet with Hartke full-power head
1	Full-tray music stand with light

### GUITAR - KEVIN BREIT

	<b><u>First choice:</u></b>
1	Fender Deluxe amplifier - with fresh tubes (blackface)
	<b><u>Second choice:</u></b>
1	Fender Blues Deville amplifier - with fresh tubes (yellow tweed preferred)
6	¼ to ¼ guitar cables - 10' length
4	Guitar stands - OR - one four guitar "boat" style stand
1	Full-tray music stand with light

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# CASSANDRA WILSON

## 2015 TECHNICAL RIDER

### PIANO / RHODES – JON COWHERD

1	Steinway grand piano (7' or 9' ok) (tuned to 440) or (441 in Europe)
1	Suitcase Rhodes piano
1	Pump Organ- The best brand is Esty. Yamaha also made some. Carroll Music in NYC has one in stock #3
1	Padded Adjustable Piano bench
1	1202 VLZ Mackie mixer
1	Light for piano music stand
Piano shall be tuned after it is moved into final place on the day of performance. Piano must be tuned each day, for multi-night engagements. It must be CLEAN AND POLISHED and free of any fingerprints, marks or smudges	

### VIOLIN - CHARLIE BURNHAM

1	Fender Twin guitar amplifier (Blackface)
6	¼ to ¼ guitar cables - 10' length
1	Ernie Ball volume pedal (or equivalent) with 1/4" input and 1/4" output
1	Full-tray music stand with light

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# CASSANDRA WILSON

## 2015 TECHNICAL RIDER

### DRUMS – JOHN DAVIS

1	<p><u>BRANDS:</u></p> <p>1<sup>st</sup> Choice- Sonor SQ2                  2<sup>nd</sup> Choice- Sonor ProLite Series                  3<sup>rd</sup> Choice- Yamaha Maple Custom Absolute                  4<sup>th</sup> Choice- Yamaha Birch Custom Absolute                  5<sup>th</sup> Choice- DW Collector's Series</p>
1	Bass Drum 18" x 14" w/NO HOLE IN FRONT HEAD!!
1	22" Bass Drum w/HOLE IN FRONT HEAD!!
2	Snare Drum 14" x 6.5"
1	Tom-Tom 8" x 8"
1	Tom-Tom 10" x 8"
1	Tom-Tom 12" x 9"
1	Floor Tom 14" x 14"
1	Floor Tom 16" x 16"
	<p>Cymbals: Zildjian or Sabian</p> <p><u>BRAND:</u> Sabian</p> <p>2 HHX Evolution Ride Cymbal 22"                  2 HHX Evolution Ride Cymbal 20"                  2 HHX Evolution Crash Cymbals 18"                  2 HHX Evolution Crash Cymbal 16"                  1 HHX Splash Cymbal 10"                  1 HHX Splash Cymbal 12"                  1 PAIR of HHX Evolution Hi-Hats 13" or 14"</p>
	---- OR ----
	<p><u>BRAND:</u> Zildjian</p> <p>2 K Ride Cymbals 22"                  2 K Ride Cymbal 20"                  2 K Crash Cymbals 18"                  2 K Crash Cymbal 16"                  1 K Splash Cymbal 10"                  1 K Splash Cymbal 12"                  1 PAIR of K Custom Hi-Hats 13" OR 14"</p>
	Heads: Evans Coated G2 / Remo Black Suede / Remo Coated Emperor / Remo Clear Pinstripe
	There are a lot of different options for the drum brand and drums heads, but the drum sizes are non-negotiable. Thanks!

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*CASSANDRA WILSON*  
*2015 TECHNICAL RIDER*

MANDATORY MISC. REQUIRED ITEMS

1	Black Duvatine to dress the stage and riser
1	Roll of Black Gaffers tape
1	Roll of White Gaffers tape
8	Eight (8) 30" barstool or equivalent stool

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OJAH MEDIA GROUP LLC.

DIGITAL MEDIA CAPTURE AGREEMENT AND RELEASE

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

Venue: \_\_\_\_\_

City: \_\_\_\_\_

Digital Media Capture Person: \_\_\_\_\_

Contact information: \_\_\_\_\_

\_\_\_\_\_

This agreement is created on \_\_\_\_\_ (MM/DD/YY) and is between Ojah Media Group, LLC d/b/a Cassandra Wilson and the above-named party regarding any and all digital media capture (including photography, video capture, audio capture, digital likeness capture or otherwise) of either / or a live performance, interview, media appearance or other opportunity to capture digital media of Cassandra Wilson as a public or performing entity.

It is understood that any and all rights are maintained by Ojah Media Group, LLC and Cassandra Wilson in perpetuity.

It is hereby understood that:

- 1) Ojah Media Group, LLC and Cassandra Wilson will permit digital media capture during one song of a performance set. Prior to the start of said performance, an Ojah Media Group, LLC representative will designate which song digital media capture is permitted. Upon completion of the designated song, all digital media capture must cease or risk the interruption of the concert performance.
- 2) Upon completion of the digital media capture, the party named above will surrender any and all digital files to an Ojah Media Group, LLC representative. All digital media files will be deleted from the originating device to prevent unauthorized use.
- 3) Approval will be granted by Ojah Media Group to the above-named person in writing within fourteen (14) days of capture to designate

OJAH MEDIA GROUP LLC.

DIGITAL MEDIA CAPTURE AGREEMENT AND RELEASE

approved material. Material not approved will be destroyed and not returned.

- 4) Upon approval by Ojah Media Group, LLC, the above-named person will have the right to use photos and video capture of the concert performance for archival and internal purposes only.
- 5) It is understood that a representative of Ojah Media Group, LLC must approve all proposed publicity and promotional uses of any digital material in writing and covered with a separate publicity or promotional use agreement.
- 6) All rights to photos, video, audio and other digital media (including copyright and use rights and for any purpose) will belong to Ojah Media Group, LLC in perpetuity,
- 7) Ojah Media Group will provide full credit to the above-named person if material is used for publicity, advertising or public use.
- 8) Upon request, the above-named person will provide an edited version of the concert performance to Ojah Media Group and allow Ojah Media Group an opportunity to provide comment, if any.
- 9) Failure to comply with any tenet included herein will constitute breach of contract and the above-named person will be liable for any and all damages as well as full recompense based on the current and future value of digital material.

Signature below hereby designates understanding and compliance with all terms and conditions set forth in all two (2) pages of this document:

Digital Media Capture Person: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Ojah Media Group, LLC Representative: \_\_\_\_\_

Tour Manager: Sam Walton - +1-734-748-1804 / sam@precisionmgt.com

**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.

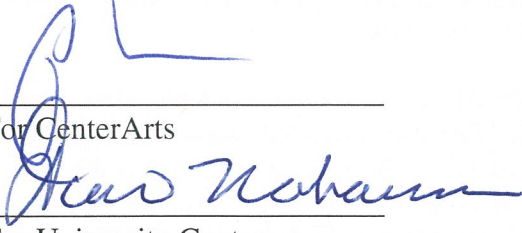
14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contract.

\_\_\_\_\_  
For Artist

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

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

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

A handwritten signature in blue ink, appearing to read "David Robinson", is written over a horizontal line. The signature is fluid and cursive.

Updated: April, 2009