

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

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

1. INDEMNIFICATIONS. ~~Artist(s) and Artist's Representatives~~ *Producer* 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.~~ *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~~ *solely agents and/or employees**

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.~~ *publicly perform within agents and/or employees prior to*

3. AGENTS WARRANTY. ~~ARTIST~~ *Producer* warrants that ~~AGENT~~ *Producer* has full and current legal authority to ~~act on behalf of Artist.~~ *act on behalf of Artist. ~~withheld~~ *subject to Artist's written approval**

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.~~ *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. *furnish the services of**

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 reasonable control of Artist and CenterArts.~~ *miss or accident by third party* ~~(Paragraph 5 is subject to terms of contract/Artist rider)~~ *reasonable control of Artist and CenterArts. (Paragraph 5 is subject to terms of contract/Artist rider)*

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. Damages, if any, to be determined by a court of law~~

7. MERCHANDISING PERCENTAGE. CenterArts takes ~~20%~~ *15%* of gross merchandising receipts for this engagement. ~~- 90/10 on Merch - 15%~~ *(10% of CDs/DVDs) (less tax)*

8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED *illegal* 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. *or Artist Rider amended* 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. *amended*

*amended*

*Not attached*

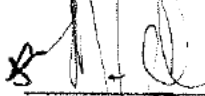
11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, ~~the cost of backline equipment~~), or any equipment not listed as available in the ~~Van Duzer Center technical specifications packet~~, regardless of whether or not they are listed 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. *Not attached*

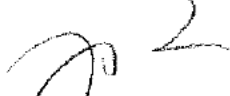
*Not attached*

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 - Producer  
[Redacted]  
Tax ID/Social Security #

  
\_\_\_\_\_  
For CenterArts  
*Heidi Olsen*  
For University Center

Updated: April, 2009

*\* Execution  
Subject  
to amendments hereto*



9601 Wilshire Boulevard  
 3rd Floor  
 Beverly Hills, CA 90210  
 USA  
 Phone: +1 310-786-4740  
 email: brb@wmeentertainment.com

**ESPERANZA SPALDING**

*ESPERANZA SPALDING PRODUCTIONS LLC*

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 04 May 2015 between **ESPERANZA SPALDING PRODUCTIONS LLC** (hereinafter referred to as "PRODUCER") furnishing the services of **ESPERANZA SPALDING** (hereinafter referred to as "ARTIST") and **CENTER ARTS - HUMBOLDT STATE UNIVERISTY/Roy Furshpan** (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference

**1. ENGAGEMENT VENUE(S):**

JOHN VAN DUZER THEATRE  
 1 Harpst Street  
 Arcata, CA 95521  
 USA

ALL PAYMENTS BY UNIVERSITY CHECK \_\_\_\_\_

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT \_\_\_\_\_

**2. DATE(S) OF ENGAGEMENT:**

Tue 11 Aug 2015

- a. Number of Shows: 1
- b. Show Schedule(s):  
 07:30 PM: Doors  
 08:00 PM: ESPERANZA SPALDING, (75-90 min )

IN-HOUSE SOUND, LIGHTS & PRODUCTION \_\_\_\_\_

No support. No intermission. No curfew

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

**3. BILLING (in all forms of advertising):**

100% Headline "Esperanza Spalding Presents EMILY'S D+EVOLUTION"

**4. COMPENSATION:**

\$25,000.00 USD (Twenty Five Thousand U.S. Dollars) flat GUARANTEE.

*DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.*

**5. PRODUCTION AND CATERING:**

- a. PURCHASER to provide in-house sound and lights (show expense).
- b. PURCHASER to provide backline band equipment as required by ARTIST (show expense - \$1,200 budgeted - not a cap - no substitutions)
- c. PURCHASER to provide a Spinet half upright piano and 1 (one) 8' x 8" rolling riser as required by ARTIST.
- d. PURCHASER to provide 1 (one) runner with a ~~1/2~~ passenger van in good working condition as required by ARTIST. - 1/2 Passenger van - Asu
- e. The show production schedule (including without limitation, load-in, load-out, sound check and all other production call times) shall be subject to ARTIST'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 with this paragraph shall be deemed a material breach of contract and ARTIST and ARTIST shall have the right to not perform the engagement and shall be entitled to receive the full agreed compensation.
- f. No support. No intermission. Should PURCHASER request a support act to be added to this engagement, it will be a show expense and must be approved in writing by ARTIST's management and/or WME. Further, it is understood and agreed that said "support act" will not affect ARTIST's production setup in any way whatsoever - and ARTIST will NOT share any backline or boards with any support act(s)

Production Contact: Michael Moore Jr  
(707) 826-4411 (off.)

#### 6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation
- b) Accommodations
- c) Air freight and excess baggage
- d) Ground transportation
- e) Meals and incidentals
- f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

#### 7. SPECIAL PROVISIONS:

- a. PURCHASER does not pay deposits.
- b. Ticketing + Meet & Greet Guidelines & Restrictions:
  1. IT IS UNDERSTOOD AND AGREED THERE WILL BE NO VENUE, RADIO OR ANY OTHER PURCHASER GENERATED MEET & GREET. HOWEVER, ARTIST SHALL HAVE THE RIGHT TO CONDUCT ITS OWN MEET & GREET IN ITS SOLE DISCRETION.
  2. PURCHASER acknowledges and agrees that ARTIST may sell VIP packages in connection with the Engagement herein and that PURCHASER shall not participate in any revenue derived from the sale of said VIP packages. In addition, PURCHASER hereby grants and shall secure (at no cost to ARTIST) all necessary rights and approvals necessary for ARTIST to conduct its on-site activities as described hereinabove.
  3. ARTIST comps = 20.
- c. Marketing Guidelines & Restrictions:
  1. It is understood and agreed that ARTIST will be billed at all times as 100% Headline "Esperanza Spalding Presents EMILY'S D+EVOLUTION".
  2. Ticket header must be printed "Esperanza Spalding Presents: EMILY'S D+EVOLUTION". No sponsors allowed on the ticket header.
  3. For all print and radio advertising materials, please contact Stephanie Myers (smyers@wmeentertainment.com / 310-786-4695). The use of any other advertising materials is not permitted and such ads cannot be altered. Final draft(s) of all advertisement(s) must be sent to Stephanie for approval prior to use.
  4. Marketing plans shall be submitted to Stephanie Myers (Smyers@wmeentertainment.com). These marketing plans must be approved in writing by Stephanie prior to your on sale.
  5. Any radio "presents" need written approval of ARTIST. Please direct all requests to Stephanie Myers.
  6. There shall be no visible sponsor signage on the stage. No implied endorsements or "presents" of any kind. Any exceptions to this must be approved in advance in writing by Stephanie Myers.
- d. Recording & Broadcast Guidelines & Restrictions:
  1. PURCHASER UNDERSTANDS AND AGREES THAT THIS CONTRACT IS SPECIFICALLY FOR A LIVE PERFORMANCE. TO CLARIFY, PURCHASER UNDERSTANDS AND AGREES THERE WILL BE ABSOLUTELY NO LIVE BROADCASTS, NO AUDIO OR VIDEO RECORDING AND NO WEBCASTS OF ARTIST'S PERFORMANCE. IN ADDITION, PURCHASER SHALL MAKE BEST EFFORTS TO PREVENT ANY UNAUTHORIZED RECORDING, REPRODUCTIONS, TRANSMISSIONS, ETC. OF THE ARTIST'S PERFORMANCE HEREUNDER.
- e. Any language that may have been contained in your offer, which is not included in this agreement, shall not be considered part of the contract.

**11. SCALING AND TICKET PRICES:**

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	V/P	SCNDRY	OTHER	NET PRICE	GROSS POT
Tue 11 Aug 8:00 PM	812 Reserved	\$56.00	0	0	812								\$56.00	\$45,472.00
	812		0	0	812									\$45,472.00

**SCALING NOTES:**

- \*Season discounts may apply.
- \*Student price: \$25.

ADJUSTED GROSS POTENTIAL:	\$45,472.00
TAX:	
NET POTENTIAL:	\$45,472.00

**12. EXPENSES:**

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Advertising	\$1,500.00				
Backline	\$1,200.00				
Box Office	\$500.00				
Catering	\$900.00				
Credit Cards	\$1,200.00				
Piano	\$150.00				Includes Tuner
Rent	\$725.00				
Runners	\$325.00				runner with van
Security	\$900.00				Includes Ushers
Sound & Lights	\$3,000.00				\$1,200 Lights, \$1,800 Sound
Staffing	\$350.00				
Stagehands	\$1,500.00				
<b>Expense Totals:</b>	<b>\$12,250.00</b>				

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

**13. MERCHANDISING:**

There shall be no use of ARTIST's name, likeness, logo or otherwise on any merchandise without prior written approval from ARTIST's management or WME.

Artist sells; CD/DVD: 90.00% of proceeds to ARTIST.

Artist sells; T-Shirts/Soft: 80.00% of proceeds to ARTIST.

**14. VISAS AND WORK PERMITS:**

**15. TAXES:**

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof

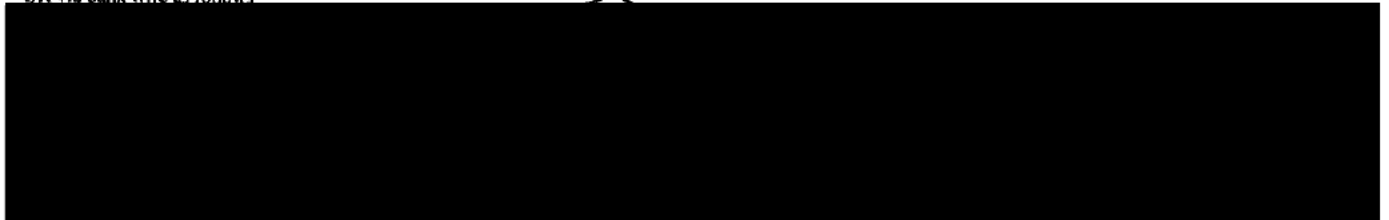
9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. All deposit payments shall be paid via certified or cashier's check sent to



OR via bank wire as follows



*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name*

*Full guarantee -- (as sender), name of the artist, start date of the Engagement(s).*

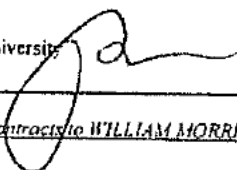
~~b. BALANCE~~ of the monies shall be paid to and in the name of PRODUCER by ~~certified or cashier's check or bank wire (as designated by PRODUCER)~~, to be received by PRODUCER not later than prior to the first show of the Engagement. *University check --*

c. ~~Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.~~ *Flat deal --*

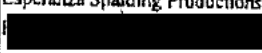
d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER ~~in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.~~ *University check, the next business day --*

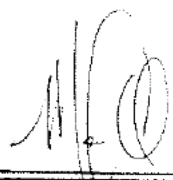
By

CENTER ARTS - HUMBOLDT STATE UNIVERJSTY  
 Roy Furshpan  
 Humboldt State University  
 Arcata, CA 95521



By

Esperanza Spalding Productions LLC  




*Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT LLC at the address above. Attention: Becker*

4:2

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

WITH THE EXCEPTION  
OF THE CALIFORNIA  
FRANCHISE TAX BOARD  
WITHHOLDING AS  
REQUIRED BY LAW

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full ~~without any deductions whatsoever~~. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) 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, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, 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), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, 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.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.



(5) 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.

(6) IF PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.

(7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).

(8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

#### D. PRODUCTION CONTROL

(1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.

(2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.

(3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.

(4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

#### E. EXCUSED PERFORMANCE

If, as the 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 this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement.

Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God, act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy, act(s) or threats of terrorism, threats, insurrections, riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel, embargoes, labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts), fires, explosions, floods, shortages of energy or other essential services, failure of technical facilities; failure or delay of transportation, death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

#### F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

## G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

## H. BILLING

(1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.

(2) PURCHASER may only use ARTIST's name and pre-approved voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

## I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement. - 80/20 Split  
I 90/10 Media - 41

## J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement.

## K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement, and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement, and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

## L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any), business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.)

Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

## M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, or any of its officers, directors, principals, agents, employees and representatives as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST.

## N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

## O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

## P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their

respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement, or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

#### Q. MISCELLANEOUS PROVISIONS

- (1) 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.
- (2) PURCHASER agrees that no activities governed by this Agreement may be undertaken contrary to United States law, including, but not limited to, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, and regulatory and sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control. PURCHASER warrants that neither it nor any financier, sponsor, or contributor to the Engagement is a person or entity on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, or otherwise designated as subject to financial sanctions or prohibited from receiving U.S. services. Moreover, PURCHASER represents and warrants that it is not controlled by any such person or entity and is not controlled by a national or resident of any such country. PURCHASER further agrees to notify both PRODUCER and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement.
- (3) This (and any of PRODUCER's riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.
- (4) This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Los Angeles County in the State of California in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Los Angeles County in the State of California and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.
- (5) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.
- (6) 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.
- (7) 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, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.
- (8) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.
- (9) 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.

Contract Rider

ALL PAYMENTS BY UNIVERSITY CHECK \_\_\_\_\_

IN-HOUSE SOUND, LIGHTS & PRODUCTION \_\_\_\_\_

# ESPERANZA SPALDING PRESENTS EMILY'S D+EVOLUTION

## 2015 TOUR RIDER

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### MANAGEMENT

#### RED LIGHT MANAGEMENT

Marc Allan, Manager

Office: (434) 245-4900  
[REDACTED]

Email: [marc.allan@redlightmanagement.com](mailto:marc.allan@redlightmanagement.com)

#### WILLIAM MORRIS ENTERTAINMENT

Brad Goodman, Agent

Office: (310) 859-4370

Email: [bgoodman@wmentertainment.com](mailto:bgoodman@wmentertainment.com)

#### RED LIGHT MANAGEMENT

Robby Saady

Office: (434) 245-4900  
[REDACTED]

Email: [robby@redlightmanagement.com](mailto:robby@redlightmanagement.com)

#### BUSINESS MANAGER

Adriana Perry

Office: (347) 943-4543

Fax: (347) 943-4542  
[REDACTED]

### ADVANCE CONTACTS:

#### TOUR MANAGER

Ben Hoffman  
[REDACTED]

#### PRODUCTION MANAGER/MONITORS

Andrew Freid  
[REDACTED]

UNIVERSITY RIDER IS MADE AN INTEGRAL  
PART OF THIS AGREEMENT \_\_\_\_\_

# Contract Rider

## CONTRACT

This rider will stand as a mutual agreement between Esperanza Spalding Productions, LLC. (hereinafter referred to as "Artist") and (hereinafter referred to as "Purchaser"). The Purchaser hereby engages the Artist and the Artist hereby agrees to furnish services hereinafter described, upon all terms and conditions herein set forth. In the event of any inconsistency between the provisions of the Contract and this rider, the provisions of this Rider will control. The Contract as modified by this Rider is referred to herein as the "Agreement".

Producer and Purchaser hereby agree to the following additional terms and conditions:

### **1. ADVERTISING/BILLING & PROGRAM MATERIALS**

Unless otherwise stated to the contrary in the Contract, Artist shall receive 100% sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, tv, admats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over all advertising, promotions and sponsorship.

Here is an important link for the Artist that contains all approved and current press materials, and these are the only materials that should be used in promoting Esperanza Spalding presents: Emily's D+Evolution:

All the assets you'll need are located here: <https://app.box.com/esperanzapromo>. Please do not use any photos found on Google Image Search or bio / program material from Wikipedia.

All program, blurb and description language relating to this performance is **MUST BE APPROVED IN WRITING IN ADVANCE** by Artist Management regardless of any series print deadline.

### **2. CANCELLATION / FORCE MAJEURE / ILLNESS**

Artist shall have the right to cancel the Engagement without liability, by giving Purchaser notice thereof at least (20) days prior to the start of the Engagement.

### **3. FORCE MAJEURE**

If Artist's performance hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event similar or dissimilar, beyond Producer's control, then Producer shall have no liability to Purchaser in connection therewith. Provided Artist is willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any monies called for in the contract regardless of the occurrence of any of the foregoing events.

### **4. CREATIVE CONTROL**

## Contract Rider

Artist shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of sound, lights, choice of performers, stage sets, curtains and backdrops.

### 5. COMP TICKETS

Purchaser must provide artist representation with <sup>20 - 13 -</sup> ~~thirty (30)~~ complimentary tickets per performance within the first 10 rows within venue seating caps of 0 – 2500. Where no rows exist, VIP tickets can be substituted. The unused portion may be placed on sale on day of performance with Artist consent. Ten (10) - All Access Passes in addition to artist/staff passes.

If place of performance is other than arena, theater or club 2 tables or booth seating for 10 must be provided and marked as reserved for each performance.

### 6. INDEMNIFICATION

Purchaser agrees to hold harmless Artist and their respective employees, agents and managers from and against any claims, costs, expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claims, demand or action made by any party if such are (or alleged to be) a direct or indirect consequence of: (i) the Engagement or (ii) any breach or alleged breach of warranty, representation, agreement or covenant made by Purchaser herein.

### 7. SECURITY

Artist Security Director or Artist Representative only will advance all matters of security! Any questions should be directed to Artist Security Director or Representative. Purchaser agrees to provide competent and licensed security and protection against all loss of musical and electronic equipment, road cases, and personal effects in dressing rooms and all backstage and stage areas. The purchaser will be held responsible for the safety of artist and road crew at all times from arrival to the venue until departure from the venue.

Artist shall in addition require:

Promoter shall furnish no less than two (2) Security personnel by the stage and at all access points to the stage. Promoter shall furnish Security Director or Artist Representative with Head of Security's name, contact phone number, and email for advanced purposes. In addition promoter shall furnish full and complete diagrams of Venue including capacities, all entrances, exits, stairwells, fire extinguishers and electrical panels.

### 8. CONTRACT

Purchaser agrees to sign and return this rider and contract to Producer within (10) days from the date of the Contract; otherwise Artist shall have the right to cancel the Engagement upon notice thereof without liability. Artist's failure to exercise its right to cancel the Engagement upon the completion of said ten (10) day period shall not be deemed a waiver of Producer's right to cancel the Engagement at any time thereafter.

### 9. REPRODUCTION OF PERFORMANCE

No portion of the performance may be broadcast, recorded, filmed, taped, or embodied in any form for any purpose of reproducing performance without the written consent of artist management.

# Contract Rider

## 10. AUDIO AND VISUAL RECORDING

Purchaser agrees there is to be no professional audio or visual recording (of any sort) of this performance without the express written consent of artist management.

## 11. PRESS AND INTERVIEWS

Purchaser agrees that all interviews for the news media shall have prior approval from artist management with at least 5 days advance. Please forward all request to artist publicist Jim Walsh (walsh@bighassle.com) or Zack Kraimer (zack@bighassle.com).

Purchaser agrees not to commit Artist to any personal appearances, interviews or other promotions without prior consent of Artist.

## 12. MERCHANDISING

Purchaser agrees that Artist shall have the sole and exclusive right, but not obligated, to sell merchandise related to the Artist's performance, before, during, and after the show, including during intermission.

## ~~LOGISTICS~~

~~A BUYOUT CAN BE NEGOTIATED WITH ARTIST MANAGEMENT FOR ALL OR A PORTION OF THE LOGISTICS. WHEN TRAVELING INTERNATIONALLY ARTIST TRAVEL AGENT MUST BE UTILIZED AS THE ISSUING AGENT.~~

## 13. FLIGHTS/AIRFARE

All airline tickets shall be refundable and non-restricted. All flights should be purchased by the Artist agent or an agent approved by Artist management. Purchaser agrees that all flights will be approved by management prior to purchase. Please "window" or "aisle" seats only. Center seats are not acceptable unless approved by management. All airline full itineraries must be electronically delivered to management a minimum of (7) seven days prior to departure date. All airline itineraries must be pre-approved by artist management. All flight must be as direct as possible no connections when possible.

## 14. HOTELS: (1) SUITE, (10) KINGS

Room and taxes will be covered unless otherwise stipulated. Please have Artist, Tour Manager and Security rooms on the same floor, preferably the highest floor of the hotel. For security purposes, we must insist that none of the rooms be on the ground or lobby levels.

Domestic: 4-5 star Hotels only. International: 5 star Hotels only. No exceptions.

Management also requires that all rooms be placed together at the end of the hall.

Hotel should be located within a (5) mile radius of venue. Artist Tour manager can only Negotiate this. All hotels should be full service and equipped with: 24-hour room service and fitness center. If requirements are not met, Artist's tour manager reserves the right to change room/hotel at promoter's expense. All rooms should be reserved for artist under the name of the tour/road manager, given in advance, Promoter shall furnish artist management with all confirmation numbers, travel information and/or hotel reservations contact name, and numbers 5 business days prior to



# Contract Rider

arrival. All reservations shall be guaranteed for late arrival, and prearranged for early check-in, and late checkout 4:00 p.m.

## FOR INTERNATIONAL

- a. All flight itineraries must be pre-approved and e-ticketed a minimum of 10 days prior to departure unless otherwise agreed by artists management
- b. No paper tickets
- c. All international hotels must be 5 star
- d. All work permits/visas or necessary documentation must be received by artists tour manager a minimum of 5-7 days prior to departure
- e. Two (2) Mercedes Viano vans preferred with an addition equipment and luggage vehicle provide for all airport transfers

## 15. GROUND TRANSPORTATION

Purchaser agrees to provide Artist Transportation from airport to hotel upon arrival, between hotel and venue prior to and upon completion of sound check and performance. Transportation is to consist of (1) ~~Newer model full size black SUV such as Escalade or Suburban~~ with second row captain seats for exclusive use of Artist and Crew. No Limousines!! ~~Purchaser agrees to pay a buy out in event Artist is traveling to said performance by coach.~~

Purchaser will then be responsible for Artist Transportation from hotel to venue prior to and upon completion of sound check and performance for Artist, band and crew as described above.

Purchaser must agree to a ONE THOUSAND FIVE HUNDRED US dollar \$1500.00 buy out in event above cannot be provided.

## DRIVERS

All drivers must meet the following criteria:

Must be over 25 years old must be smartly dressed must be professionals and insured to carry the artist must have adequate knowledge of the transportation route and surrounding areas drivers will need to supply the lead person their mobile number. Under no circumstance is a driver to depart from the location without authorization from MANAGEMENT.

# Emily's D + Evolution

## HOSPITALITY

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

### DRESSING ROOMS

DRESSING ROOMS ARE FOR THE EXCLUSIVE USE OF ARTIST PERSONNEL ONLY.

Purchaser will provide one dressing room for the sole purpose of the Artist and separate dressing rooms for Artist's band and crew with full-unrestricted internet access via Wi-Fi.

In Artist's dressing room please provide tables, tablecloths and napkins well as full a compliment of condiments, plates, silverware, cups, glasses, salt and pepper, etc. mayonnaise and other items that spoil rapidly in heat should be kept chilled. STERNO'S and chafing dishes with covers are required for all hot food items and all items requiring refrigeration must be on Ice and /or refrigerated.

Unless otherwise noted, all items listed below should be available upon load in.

### ESPERANZA'S DRESSING ROOM REQUIREMENTS

ESPERANZA dressing room – (A) Comfortable area with good lighting for makeup and private bathroom. Room should be made to resemble a living room setting. (sofa, lamps, chairs, and a large table for hospitality)

One (1) – Electric tea kettle (organic honey and sliced lemons)

Six (6) – Paper hot cups (no Styrofoam)

Ten (10) – Solo cups

One (1) – Box of assorted plastic cutlery (knives/spoons/forks)

One (1) – Large container of clean ice

One (1) – Clothing rack with coat and garment (clip) hangers

One (1) – Steamer or Iron/Board

Six (6) – NEW hand towels (WHITE TOWELS)

Six (6) – NEW large bath towels (WHITE TOWELS)

Six (6) – NEW black hand towels for stage (BLACK TOWELS)

One (1) – Larger gardenia candle

The following drinks need to be placed in a cooler topped with clean ice, unless otherwise specified!

## Contract Rider

- Four (4) each - canned Coke, Diet Coke, ginger ale,
- Six (6) – Smalls bottles of assorted natural juices (100% juice)
- Two (2) each - Small bottles of assorted natural soft drinks (Izze, Arizona Tea, etc.)
- Eight (8) – Small bottles of waters half cold and half room temp!!!
- Eight (8) – Small bottles of Perrier waters
- ~~One (1) – Bottle of Fernet-Branca or Grey Goose Vodka and bottle of Patron Silver Tequila~~ *MS*
- One (1) – Bottle each red wine (Malbec Syrah/Cabernet)/White Wine (Chardonnay)
- One (1) – Roll of kitchen disposable roll of paper towels
- One (1) – Small tray of fresh carrots, broccoli, celery with ranch dipping sauce
- One (1) – Small bowl of whole fresh fruit (bananas, grapes, apples, etc.)
- One (1) – Small can mixed dried nuts
- One (1) – Small bowl of pico de gallo salsa
- One (1) – Large bag of tortilla (WHEAT-FREE)
- One (1) – Small basket of peppermint gum (Trident/Orbit/Dentyne Brand), mints (e.g. ALTOIDS)
- \*\*ATTENTION: ESPERANZA SPALDING IS ALLERGIC TO WHEAT AND CANE SUGAR\*\***

AFTER SHOW – ESPERANZA will require her meal to be prepared, kept warm and delivered immediately after leaving the stage. Her meal should consist of baked or roasted chicken legs or thighs, steamed white rice, steamed vegetable medley, and steamed tofu (NO SAUCES).

### BAND/CREW DRESSING ROOM REQUIREMENTS:

Dressing Rooms - (B/C) Comfortable area with good lighting. Room should have 1 sofa, 1 large table for hospitality and 4-6 comfortable sitting chairs

- One (1) – Electric tea kettle (honey and sliced lemons)
- One (1) – Electronic HIGH QUALITY coffee/~~espresso~~ *drip coffee maker*
- One (1) – Bag of strong/local coffee / espresso beans/grinds.
- Twelve (12) – Paper hot cups (no styrofoam)
- Twelve (12) – Solo cups
- One (1) – Box of assorted plastic cutlery (knives/spoons/forks)
- One (1) – Large container of clean ice
- One (1) – Steamer or iron/board
- Twelve (12) – NEW large bath towels (WHITE TOWELS)
- Six (6) – NEW black hand towels for stage (BLACK TOWELS)
- One (1) – Larger gardenia candle

The following drinks need to be placed in a cooler topped with clean ice, unless otherwise specified!

- Four (4) each - canned Coke, Diet Coke, ginger ale, root beer
- Six (6) – Smalls bottles of Assorted Natural Juices
- Two (2) each - Small bottles of assorted natural soft drinks (Izze, Arizona Tea, etc.)
- One (1) – small container of half and half cream for coffee
- Eight (8) – Small bottles of waters half cold and half room temp!!!
- Eight (8) – Small bottles of Perrier waters
- ~~One (1) – Bottle of Patron Silver Tequila~~ *MS*

## Contract Rider

- Twelve (12) Bottles of assorted beers (Corona, Bud Light, Yuengling)
- One (1) – Bottle each Red Wine (Malbec Syrah/Cabernet)/White Wine (Chardonnay)
- One (1) – Roll of kitchen disposable roll of paper towels
- One (1) – Small tray of fresh carrots, broccoli, celery with ranch dipping sauce
- One (1) – Small bowl of whole fresh fruit (bananas, grapes, apples, etc.)
- One (1) – Small can mixed dried nuts
- One (1) – Small bowl of pico de gallo salsa
- One (1) – Large bag of tortilla chips
- One (1) – Small basket of peppermint gum (Trident/Orbit/Dentyne Brand), mints (e.g.

Full range of condiments – salt, sugar, pepper, mustard, mayo, ketchup, napkins.

**\*\*All spirits should be given to Production Manager and or Tour Manager, not left in dressing rooms.\*\***

**\*\*All receipts for pre-shop must be provided to Tour Manager before discussing meal buyouts\*\***

### MEAL BUYOUTS

Purchaser will provide tour manager with designated buyout amount, determined by the overall catering budget of the show. This will likely be determined on the day, or the day before the show, unless otherwise specified. At a minimum, each person in the touring party will need ~\$50 USD a day to eat. If you are providing an in house menu or catering, the menu must be advanced well ahead of time and meals must be provided before and after the show. Please contact the tour manager immediately if you have any questions regarding this process.

### PRODUCTION OFFICE REQUIREMENTS

Please provide a small office area that will be available for the Tour Manager and Production Manager, consisting of a strong wifi connection, a landline phone, and a good working area with a large desk and 2x chairs.

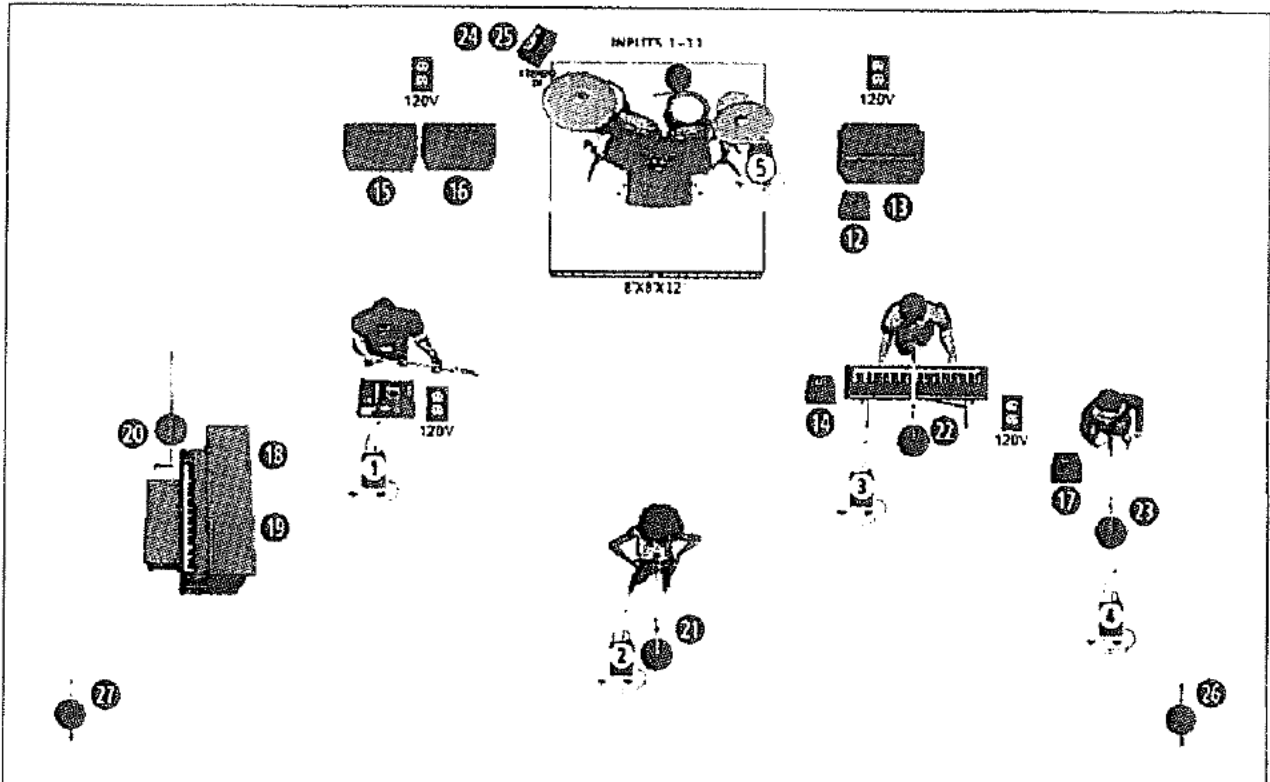
Please also provide the following:

- One (1) – small stack of 8.5 by 11 printer paper (NOT scrap!)
- One (1) – small package of black sharpie pens (regular)
- One (1) – set of directions to the best local coffee shop within walking distance to the venue

Emily's D + Evolution  
**TECH & AUDIO**

Emily's D + Evolution  
Stage Plot/Input List

# Contract Rider



Questions? Contact Andrew Freid, PM/MON.

1.	Kick In	9501 (*)	9.	Fl Tom	604 (*)	17.	Gtr 2 SL DI	Active (*)	25.	iPod R DI	Passive	Notes	Mixes	All mixes stereo IEM (provided by us).
2.	Kick Out	852 (*)	10.	OH1 SR	143 (*)	18.	Piano Low SR	4099 (*)	26.	Audience SL	81	1. BGV 22 & 23 use TC Steikcon at vocal positions	Mix 1	Ctr SR
3.	Sn T	M80 (*)	11.	OH1 SL	143 (*)	19.	Piano High SR	4099 (*)	27.	Audience SR	81	2. (*) denotes mics provided by us.	Mix 2	Lead Vox C
4.	Sn B	57 (*)	12.	Bass DI	DI (*)	20.	Vox Piano	887 (*)	28.			3. We need 12 short booms.	Mix 3	BGV/Keys SL
5.	Sn 2	57 (*)	13.	Bass Mic	852 (*)	21.	Lead Vox C	887 (*)	29.			4. We need 4 tall booms.	Mix 4	BGV/Gtr SL
6.	Hat	453 (*)	14.	KeyBass DI	DI (*)	22.	BGV1 SL	858 (*)	30.			5. We DO NOT carry XLR.	Mix 5	Drums
7.	Tom 1	604 (*)	15.	Ctr3L SR	609	23.	BGV2 SL	858 (*)	31.					
8.	Tom 2	604 (*)	16.	Ctr3R SR	609	24.	iPod L DI	Passive	32.					

House mic's only req

# Contract Rider

ESPERANZA SPALDING PRESENTS: EMILY'S D + EVOLUTION  
2015 TOUR  
AUDIO & INSTRUMENT BACKLINE RIDER

PRODUCTION MANAGER: ANDREW FREID



IMPORTANT: ALL SUBSTITUTIONS MUST BE APPROVED BY THE PRODUCTION MANAGER PRIOR TO SHIPMENT!

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

- (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 (L-Acoustics, Meyer, Martin Audio, D&B, Nexo). 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. *House PA Only*
- (b) Front Of House (FOH) system: An FOH digital console by a reputable manufacturer (AVID, Midas, DigiCo, Yamaha) is preferred. The console MUST provide the following functionality:
  - (i) Minimum 40 inputs with minimum 2 sweepable mids and adjustable hi-pass filter per channel, minimum of 8 audio subgroups, and enough selectable pre/post auxiliary sends for a minimum 3 multi effects & 1 digital delay.
  - (ii) 2 channels of 1/3rd octave graphic EQ (Klark Technik, BSS, or DBX in the case of analog systems) inserted across the FOH output. An additional 1/3rd octave EQ for each additional system (outfills, subwoofer sends, frontfills, etc.).
  - (iii) System crossovers and loudspeaker management should be accessible from the FOH mix position.
  - (iv) At least 8 channels each of high quality compressors and noise gates (Drawmer, DBX, BSS, Klark Technik, APHEX) should be available for channel insertion where analog console systems are utilized.
  - (v) At least 3 stereo multi-effects and 1 digital delay processors available for send/return at the FOH console level.
- (c) Monitors (MON) system: A MON digital console by a reputable manufacturer (AVID, Midas,

*House FOH ONLY*



# Contract Rider

*House Mon Sys. only DTS*  
DigiCo, Yamaha) is preferred. The console MUST provide the following functionality:

- (i) Minimum 40 inputs with minimum 2 sweepable mids and adjustable hi-pass filter per channel, 8 audio subgroups and minimum 2 stereo FX returns.
- (ii) Minimum 14 individually selectable pre/post auxiliary sends per channel.
- (iii) Minimum 10 channels of 1/3rd octave graphic EQ (Klark, Technik, BSS or DBX in the case of analog systems) inserted across the auxiliary output master busses.
- (iv) At least ~~2~~ stereo multi-effect processors available for send/return at the MON console level. *1 only DTS*
- (v) At least 8 channels each of high quality compressors and noise gates (Drawmer, DBX, BSS, Klark Technik, APHEX) should be available for channel insertion where analog console systems are utilized.

(d) POWER: Purchaser agrees to provide necessary power to artist specifications as follows:

- (i) Sound Power: One disconnect providing Three Phase Wye 200 amps per leg (120/208v). Sound power should be isolated from lighting and video power via a separate transformer.
- (ii) Lighting Power: One disconnect providing Three Phase Wye 400 amps per leg (120/208v) Two disconnects providing Three Phase Wye 200 amps per leg (120/208v).
- (iii) Bus Power: Where possible, please provide power for ~~3 busses~~ Single Phase 240v 50 amp disconnects (3 wire, earth, ground). *Power for 1 bus only - DTS*

In countries that do not have 120v power we will require transformers to provide 20 amp 120v circuits for the following locations:

1. Production office
2. Stage left and right
3. Dressing Rooms

(e) LABOR: The venue shall provide one qualified, competent, sober, English speaking tech at the following positions who will be present from load-in through show to the end of load-out and shall act to facilitate the production crew's needs vis-à-vis tie-in and interface with the venue:

1. Audio FOH
2. Audio MON
3. Lighting LD
4. Video Tech

Additional stage hands and loaders may be needed for certain shows and will be handled on a show by show basis.

# Contract Rider

## LIGHTING SYSTEM REQUIREMENTS:

Hunter Pipes

Touring LD



← Rep Plot lighting only DTS

1. 120K of lighting/ equivalent lumens: 60K Downstage & 60K Upstage. Touring LD will advance color & lamp specs.

2. Six (6) automated moving spot fixtures, flown either from upstage truss or house pipes

3. Minimum Two (2) Audience lights ~~4 Lites or 8 Lites (moles) on DS~~ House lights only DTS

4. Control of all dimmable circuits via DMX. Please advance a patch list and instruments schedule with our production manager prior to our party's arrival.

5. Please provide a pre-hung black backdrop on the upstage.

6. <sup>only DTS</sup> ~~Two (2)~~ DMX controllable hazers w/fan.

7. Please disable smoke alarms for focus and show. Also we request that air handlers be shut off for the Performance. If local jurisdiction requires Fire Watch, venue is expected to provide this service.

8. Please provide a minimum Two (2) line DMX snake to FOH.

9. One dedicated 200 amp service for ground package.

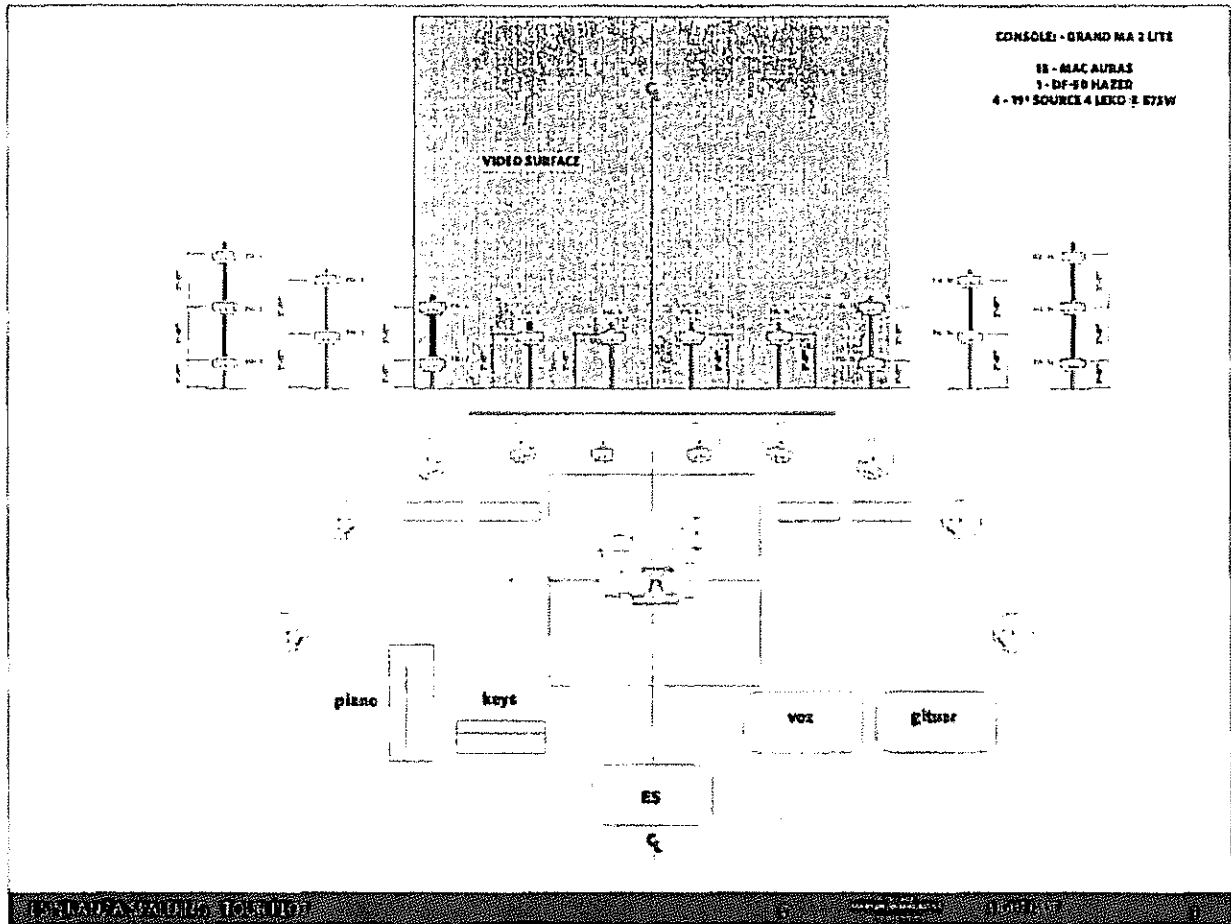
10. – Follow Spots – 2x Altman super trooper or equivalent follow spots.

## COMMUNICATION SYSTEM

1. One (1) Clear-Com communication system between FOH and monitor consoles

2. Separate line of Clear-Com for communication between lighting director, dimmers, house lights, and spotlight operators.

# Contract Rider



## Contract Rider

### PROJECTION REQUIREMENTS

Esperanza Spalding's D+ Evolution tours with:

- 1x Panasonic PT-DZ21KU  
Measurements: 11.5" x 14.5" x 31.5"  
Weight: 100 lbs. / 45.3592 kg  
Various lensing options up to 120' Throw
- 1x Watchout Server Rack
- 1x 18'Wx20'H String Projection Screen  
Weight: 25lbs

In most situations, the D+ Evolution Tour travels with all necessary components to accomplish our Projection Design.

- Projection is fired over MIDI via our Grand MA II Lighting Console.
- Projector control should be located within 3' of the LX FOH position.
- Venue shall provide at FOH at least 1.5'x3.5' of table surface and 1 chair or stool for Projection Control and Technician.
- Signal type is HD-SDI with a maximum Server to Projector distance of 250'.
- Unless otherwise specified, Projection Screen should be hung center stage, directly upstage of the drum riser.
- Projector hanging location should be coordinated at least 1 week prior to load-in. - -
- Projector runs on 200-240 V, with a max of 2,300 watts through L630 tied into our lighting distro.
- Projector requires a lineset or truss free from moving instruments, at least 20' from the curtain in most venues.

For venues wishing to substitute existing Projection rigs, please contact Projection Designer, Grant McDonald (+1.817.793.7653), to discuss viable substitutions.

*Power for Video  
Comes from Stage  
DTS*

# Contract Rider

## BACKLINE SPECS

### ESPERANZA SPALDING

Esperanza Spalding will be playing both Acoustic and Electric Basses. Her backline details are listed below.

Note - The best place to get a playable bass is from a player. *-M, M*

BASS WILL BE DELIVERED TO THE ARTIST'S HOTEL THE MORNING OF ARRIVAL IN THE PERFORMANCE CITY. BASS WILL BE PICKED UP FROM HOTEL THE MORNING OF DEPARTURE. THIS MUST BE COORDINATED WITH THE TOUR PRODUCTION MANAGER.

IMPORTANT: A photo of the proposed acoustic bass should be sent to Artist's technical representative at least 30 days in advance of show date for Artist's approval. Please include a brief description of the instrument and pick-up.

One (1) Upright Double Bass: 3/4 size, carved top and back (no plywood) with adjustable height bridge

One (1) Fishman Full Circle or Gage Realist Pick-Up  
Steel Wound strings on the upright bass

One (1) Ampeg Heritage B-15N  
Four (4) 10' Instrument Cables  
Two (2) 25' Instrument Cables  
Two (2) Guitar Stands

One (1) 48" Upright Piano with bench. The piano must be tuned 1hr before soundcheck.

### EMILY ELBERT

One (1) Guitar Stand  
One (1) Tambourine *-M, M*  
Two (2) 10' instrument cables.

### COREY KING

One (1) Ampeg BA-210 (or equivalent) combo bass amp. This amp is for Corey's Key Bass. Corey supplies the Key Bass.

Two (2) 10' Instrument Cables  
One (1) TALL keyboard stand.  
One (1) Tambourine

# Contract Rider

## MATTHEW STEVENS

Two (2) Vox AC 30's preferably with Celestion Green Back Speakers. Matthew highly prefers AC30 amps, especially vintage AC's.

Three (3) 15' Instrument Cables

Two (2) guitar stands

## JUSTIN TYSON

Justin plays and endorses Canopus drums. If Canopus drums are available please notify the Production Manager so that a rebate may be setup between Canopus and the backline supplier. If Canopus drums are not available Tama Star Classic or Tama Superstar are suitable substitutions. ALL OTHER PROPOSED SUBSTITUTIONS MUST BE APPROVED BY THE PRODUCTION MANAGER.

Canopus Yaiba Groove Series Kit Specs:

One (1) 22" Kick Drum (if 22" is not available then 20") with Evans Emad Head  
Two (2) 14" Snare Drums (maple or birch shells) with Evans Heavyweight Heads  
Four (4) Toms in the following shell sizes: 10" / 12" / 14" / 16", all with Evans Black Chrome Heads  
One (1) Hi-Hat Stand  
Two (2) Snare Stands  
Three (3) Cymbal Stands  
Two (2) DW 5000 Kick Pedals  
One (1) Drum Throne  
One (1) Plexiglass Drum Shield  
One (1) Drum Rug

# Contract Rider

## AUDIO BACKLINE:

Depending on the venue specs and show travel logistics (whether this is a fly or ground transport show), the tour party may need some or all of the following items. In general, please spec/prepare backline quotes that include all of the audio items. Once the quote is received the Production Manager will adjust the specific needs for individual shows on a show by show basis:

One (1) Avid Venue SC48 console for Monitors with 48 inputs and 16 outputs.

One (1) channel of RF instrument wireless with 2 instrument packs and 2 proprietary pack connector to ¼" cables. Whip antennas are acceptable for the instrument RF unit. Acceptable models include:  
Shure UHF-R  
Sennheiser ew572 G3

Three (3) Shure PSM-1000 IEM transmitter units (6 stereo transmitters total).

Seven (7) receiver beltpacks.

Six (6) sets of generic earbuds for backup.

One (1) Shure antenna combiner.

One (1) Shure RF paddle or helical antenna.

One (1) 25' coaxial cables.

One (1) 75' 12 channel XLR loom.

Twenty Four (24) new AA batteries (in addition to batteries supplied with the packs).

*DTG*

