

Contract#: 2015032403

Artist: Dark Star Orchestra

SRO Artists, Inc. 6629 University Avenue, Suite 206 Middleton, WI 53562-3037 US

Issued Date: 04/01/2015

Promo Resources (Click) | Username: presenter |

www.sroartists.com (608)664-8160 phone (608)664-8161 fax gigs@sroartists.com

Page 1 of 3

Show Date(s): 09/28/15

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This is a contract for the purchaser of the	or the service of a performing Art a Artist's services (hereinafter re	tist or group of performing Artists (hereinaft ferred to as 'Sponsor') hereby agree as follo	ter referred to as 'Artist'). The Artist and ows:
VENUE:	Van Duzer Theatre 1 Harpst Street Arcata, CA 95521	Box Office: (70	tp://humboldt.edu/centerarts/home 07)826-3928 tp://bit.ly/1pMpnDi
CAPACITY:	812	8:00 P.M. 11:00 P.M	to://bit.ty/1pmpnDi
SHOW DATE1:	Monday, September 28, 2015		Stage: Van Duzer Theatre
SERVICES:		Performance of Dark Star Orchestra with in es. Venue has 12 AM hard curfew.	
TICKET SCALING	\$35.00 General Adm	OX FIRST COME &	inst seeven scaling
0	Season discounts of 10%-30	% may apply. Ticket scaling (How many tick	tets at each price) in budget is estimate only.
GUARANTEE:	\$10,000.00		
CONDITIONS:	defined as \$23,759, or estuat	e to DSO, LLC) for Artist-provided productio expenses plus 15% promoter profit, whiche tion buyout. Artist will file CA tax waiver.	ever is less. Artist potential walk
0	BUDGET: See	ation buyout. Artist will file CA tax walver. Attached Venue sells.	4 6/110
	ARTIST MERCH: 80%,	Venue sells.	1 9
	PROVISIONS: "Sea	IST COMPS: 30; ANNOUNCE: Performance i Ison". Season announce is June 15 (brochu Iber/Subscriber onsale is June 16, Single tic	is part of Presenter's res mailed),
	RIDER: 12015	5 Touring 'rdr-dso14.pdf' (see attached file)	
CONTRACT DUE:	05/13/2015	CATERING MUST STAY WITHIN THE BUDG	GETED AMOUNT
			OLILD MICOINI
FINAL PAYMENT:	given to Artist immediately for	ersity check, made payable to DSO, LLC for ollowing performance. ALL PAYMENTS BY UNIVERSITY CHEC	the amount of the balance due shall be
	given to Artist immediately for	ollowing performance.	the amount of the balance due shall be
	given to Artist immediately for a control of the co	ollowing performance. ALL PAYMENTS BY UNIVERSITY CHEC ad/or complete any blank items, in the contact roy.furshpan@humboldt.edu	the amount of the balance due shall be ck ct information below. Office: (707)826-4411
SPONSOR CONTA	given to Artist immediately for a control of the co	ollowing performance. ALL PAYMENTS BY UNIVERSITY CHEC	the amount of the balance due shall be ck ct information below. Office: (707)826-4411
SPONSOR CONTA	CTS: Please review, correct, an Roy Furshpan Company: Humboldt State Un	ollowing performance. ALL PAYMENTS BY UNIVERSITY CHEC Indiversity, CenterArts, 1 Harpst Street, Arcata	ct information below. Office: (707)826-4411
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SPONSOR CONTA Talent Buyer	given to Artist immediately for the CTS: Please review, correct, and Roy Furshpan Company: Humboldt State Unimain Phone: (707)826-3928	ollowing performance. ALL PAYMENTS BY UNIVERSITY CHEC ad/or complete any blank items, in the contact roy.furshpan@humboldt.edu niversity, CenterArts, 1 Harpst Street, Arcata Mobile: (1	the amount of the balance due shall be ct information below. Office: (707)826-4411 I, CA 95521 Fax: (707)826-5980 Office: (707)826-3928
SPONSOR CONTA Talent Buyer Marketing Advance	given to Artist immediately for a control of the co	ollowing performance. ALL PAYMENTS BY UNIVERSITY CHEC Id/or complete any blank items, in the contact roy.furshpan@humboldt.edu niversity, CenterArts, 1 Harpst Street, Arcata Mobile: (i) mgm8@humboldt.edu mgm8@humboldt.edu Mobile:	the amount of the balance due shall be ct information below. Office: (707)826-4411 Fax: (707)826-5980 Office: (707)826-3928
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SPONSOR CONTA Talent Buyer Marketing Advance	given to Artist immediately for CTS: Please review, correct, and Roy Furshpan Company: Humboldt State Unimain Phone: (707)826-3928 Michael Moore Office: (707)826-3928	ollowing performance. ALL PAYMENTS BY UNIVERSITY CHEC id/or complete any blank items, in the contact roy.furshpan@humboldt.edu niversity, CenterArts, 1 Harpst Street, Arcata Mobile: (1) mgm8@humboldt.edu mgm8@humboldt.edu mgm8@humboldt.edu Mobile: mgm8l@humboldt.edu Mobile:	the amount of the balance due shall be ct information below. Office: (707)826-4411 Fax: (707)826-5980 Office: (707)826-3928
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SPONSOR CONTA Talent Buyer Marketing Advance Tech. Director On-Site/Arrival	given to Artist immediately for the Artist Please review, correct, and Roy Furshpan Company: Humboldt State Uni	ollowing performance. ALL PAYMENTS BY UNIVERSITY CHEC Id/or complete any blank items, in the contact roy.furshpan@humboldt.edu niversity, CenterArts, 1 Harpst Street, Arcata Mobile: (Image	the amount of the balance due shall be CK ct information below. Office: (707)826-4411 Fax: (707)826-5980 Office: (707)826-3928 Fax: (707)826-3928
SPONSOR CONTA Talent Buyer Marketing Advance Tech. Director On-Site/Arrival	given to Artist immediately for Artist immediately for Artist immediately for Artist immediately for Artist Please review, correct, and Roy Furshpan Company: Humboldt State United Main Phone: (707)826-3928 Michael Moore Office: (707)826-3928 Michael Moore Office: (707)826-3928 Michael Moore Office: (707)826-3928	ollowing performance. ALL PAYMENTS BY UNIVERSITY CHEC ad/or complete any blank items, in the contact roy.furshpan@humboldt.edu miversity, CenterArts, 1 Harpst Street, Arcata Mobile: (i) mgm8@humboldt.edu mgm8@humboldt.edu Mobile:	the amount of the balance due shall be CK ct information below. Office: (707)826-4411 I, CA 95521 Fax: (707)826-5980 Office: (707)826-3928 Fax: (707)825-5980
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Sponsor: Humboldt State University Agent: Toni Ziemer

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Туре	Capacity	Price	Comps	Sellable	Gross	Tax	Other%	Net
General Adm	612	\$35.00	0	612	\$21,420.00	0%	0%	\$21,420.00
HSU Student	200	\$15.00	0	200	\$3,000.00	0%	0%	\$3,000.00
Ticket Totals	812		0	812	\$24,420.00			\$24,420.00

HSU Student	200	\$15.00	0	200
Ticket Totals	812		0	812
Expenses				
Type	Amt	Notes		THE STATE
Sound	\$1,700.00			
Lights	\$1,200.00			
Security/ushers	\$900.00	er enter retire to an incident		7
Advertising	\$1,500.00			
Hospitality	\$750.00			
Van rental	\$150.00			
Runner	\$85.00			
Stagehands	\$1,500.00	6 in/out, 2 all day.		
Artist supplied production buyout	\$1,000.00	Payable to DSO, LL	.c.	
Rent	\$725.00	2		
Towels	\$25.00	A CONTRACTOR OF THE PARTY OF TH		
Ticket printing	\$25.00			
Box office Admin	\$500.00	6-1-1000	**************************************	-1-1-111001-1-11-11-36
Expense Total	\$10,060.00			
	Expenses Type Sound Lights Security/ushers Advertising Hospitality Van rental Runner Stagehands Artist supplied production buyout Rent Towels Ticket printing Box office Admin	Ticket Totals 812 Expenses Type Amt Sound \$1,700.00 Lights \$1,200.00 Security/ushers \$900.00 Advertising \$1,500.00 Hospitality \$750.00 Van rental \$150.00 Runner \$85.00 Stagehands \$1,500.00 Artist supplied production buyout \$1,000.00 Rent \$725.00 Towels \$25.00 Ticket printing \$25.00 Box office Admin \$500.00	Ticket Totals 812 Expenses Type Amt Notes Sound \$1,700.00 \$1,700.00 Lights \$1,200.00 \$900.00 Security/ushers \$900.00 \$900.00 Advertising \$1,500.00 \$1,500.00 Hospitality \$750.00 \$700.00 Van rental \$150.00 \$1,500.00 Stagehands \$1,500.00 \$6 in/out, 2 all day. Artist supplied production buyout \$1,000.00 Payable to DSO, Lt Towels \$25.00 Ticket printing \$25.00 Box office Admin \$500.00	Ticket Totals 812 0 Expenses Type Amt Notes Sound \$1,700.00 \$1,200.00 Lights \$1,200.00 \$90.00 Advertising \$1,500.00 \$1,500.00 Hospitality \$750.00 \$750.00 Van rental \$150.00 \$1,500.00 Runner \$85.00 \$1,500.00 Stagehands \$1,500.00 \$1,000.00 Artist supplied production buyout \$1,000.00 Payable to DSO, LLC. Towels \$25.00 Ticket printing \$25.00 Box office Admin \$500.00

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Variable Expenses

Туре	Percent	Amount	Notes
Credit Cards	Ť	\$600.00	A COLUMN TO THE PARTY OF THE PA
Totals		\$600.00	

Budget Details

Budget Details				
Gross Potential	\$24,420.00)		
Net After Taxes	\$24,420.00			
Other Deductions				
Facility	Amount	Sellable	Total	
	\$0.00	812	\$0.00	
Other	Amount	Sellable	Total	
440 =	\$0.00	812	\$0.00	
Net Gross			\$24,420.00	
Expenses				
Guarantee Total			\$10,000.00	
Fixed Expense Total			\$10,060.00	
Variable Expense Total			\$600.00	
Break Point			\$20,660.00	
Promoter Profit		15%	\$3,099.00	
Split Point			\$23,759.00	
To Share			\$661.00	
Artist Amt		85%	\$561.85	
Promoter Amt		15%	\$99.15	
Walkout Potential			\$10,561.85	

Budget Notes

Guarantee Info

PLUS \$1,000 buyout (payable to DSO, LLC) for Artist-provided production, Plus 85% oversplit point, defined as \$23,759, or actual expenses plus 15% promoter profit, whichever is less. Artist potential walk approx. \$10,562, plus production buyout. Artist will file CA tax waiver.



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Agent: Toni Ziemer

Should formal contracts not be executed on or before 05/13/2015 or should either party fail to provide written notice of cancellation on or before six-weeks from contract date of issue, 04/01/2015, whichever comes first, contract# 2015032403 will be considered a binding engagement contract and the terms of our standard engagement agreement shall govern and shall be incorporated herein by reference.

For any engagement where Artist is to receive a percentage over Sponsor's expenses, Sponsor must attach an itemized budget of said expenses. It may be amended only in writing by Artist or Artist's representative. If the expenditures are less than stated in the attached Contract Budget, and this results in an increase in the amount of the split, the difference will be allotted with the same percentage split as stated on the face of this contract.

In the case of percentage situations, the ticket prices may not be varied without prior notification to Artist's representative. If any of the ticket prices are varied in any respect, the percentage compensation payable to Artist shall be based upon the prices set forth above or upon the actual ticket prices in effect, whichever is higher.

Sponsor to provide final Box Office Report within one-week of performance

The Agreement of Artist to perform is subject to proven detention by sickness, accident, riot, acts of God, or any other legitimate conditions beyond their control, and Artist shall not be responsible for Sponsor's expenses in such event.

The content, nature and medium of the program shall be entirely within the discretion of the Artist.

No performance shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist or Artist's representative.

If Sponsor fails to perform his obligations under this Agreement with regard to the provision of a place of performance, or the payment of compensation, or cancels the engagement without the consent of the Artist, Sponsor shall be liable to Artist for Artist's actual losses, or as liquidated damages and not as penalty, 50% of the above flat fee, whichever is greater.

If Sponsor breaches this contract, he shall pay to Artist, in addition to damages, a reasonable attorney's fee.

It is agreed that Sponsor shall be held liable for any loss or damage to equipment of Artist due to sponsor negligence, including but not limited to vandalism, fire, riot, fight, or any acts of nature while said equipment is contained in the place of engagement.

Sponsor will obtain such clearances, if any, as required by any musicians union, or other union having jurisdiction of said engagement(s), and will supply and furnish all items and personnel required by such union(s) not specifically agreed (in writing) to be supplied by Artist.

Except as specifically set forth herein, in no event shall Artist be held liable for any expense incurred by Sponsor/Venue in connection with Artist's performance, nor shall Artist be entitled to any portion of proceeds from Sponsor's/Venue's related business activities, including, but not limited to, payments to Sponsor/Venue by a third party such as a corporate sponsor and sales by Sponsor/Venue of food and beverages in connection with Artist's performance.

Except as specifically set forth herein, in no event shall Sponsor/Venue be held liable for any expenses incurred by Artist in connection with Artist's performance, nor shall Sponsor/Venue be entitled to any portion of proceeds from Artist's related business activities, including, but not limited to payments to Artist by corporate sponsors and any sales by Artist or Artist's record label of Artist's recorded material and related items to the public at any time.

The foregoing plus attached riders constitute the entire agreement between parties hereto with respect to the subject matter hereof and cannot be changed, altered, modified or terminated, except in writing, signed by the parties hereto. Regardless of the place of execution, this Agreement shall be construed in accordance with the laws of the State of Wisconsin.

AGREED AND ACCEPTED:

Roy Furshpan, Director

Humboldt State University

CenterArts, 1 Harpst Street, Arcata CA 95521

DATE

Jeff Laramie/President

SRO Artists, Inc. f/s/o Dark Star Orchestra

6629 University Avenue, Suite 206, Middleton WI 53562-3037



July 2014

Thank-you for booking Dark Star Orchestra (DSO) for your event.

Please note that our rider is updated periodically and may have changed since your last booking or previous review of this document. We are bringing these new or often overlooked conditions to your attention. We are professional, we offer a consistent draw, do very well at the bar and ask for just a few items that are very important to us

that are very important to us.

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- 2) We carry our own merchandiser and would prefer to retain 100% of our merchandising revenue in consideration of the great deal of income we generate at the bar. We require a minimum of 85% on soft goods and 90% on recorded. The bar soft of the artist sells or 80/20 on everythins in the Unite sells.
- 3) Regarding Local Labor section of this rider, we require at least six (6) professional and sober in/out loaders (not volunteers). We take the safety of our crew and equipment very seriously. We will chargeback \$200 to the venue per loader that is short of (6) and per loader that is not sober.
- 4) We have found that most venues do not provide the equipment to meet our specs. Instead of requiring all venues to bring in equipment just for our show at a great cost, we provide and maintain the equipment ourselves including monitor boards, in-ears, moving lights, trussing etc. We spread this cost out over many shows and require a \$1,000 Production Buyout from every venue.
- 5) All expense and advertising receipts must be presented at settlement.

PLEASE READ THE ATTACHED RIDER CAREFULLY AND NOTIFY OUR TOUR MANAGER, MATT REYNOLDS, WITH ANY ISSUES REGARDING YOUR PERFORMANCE.

We are looking forward to a smooth and successful show with you,

Tim Walther/Manager, Dark Star Orchestra www.darkstarorchestra.net

MISSIONTIXE

MissionTix serves as Dark Star Orchestra's fan club ticketing company. We sell tickets online, by phone and through mobile devices for all Dark Star Orchestra performances.

Dark Star Orchestra requests that 10% of the sellable capacity be held for sale through MissionTix for the Dark Star Orchestra Fan Club. MissionTix will pay the band directly for all sales through the Dark Star Orchestra Fan Club. We pay on the ticket face value only. We will not pay any additional ticket service fees except any facility fees that all ticket purchasers are required to pay regardless of means of purchase.

Show Information:

This form can be filled out online at missiontix.com/DSOform, emailed to shay@missiontix.com or faxed to 410-752-8951.

Event Date	Event Time/Door Time
Sponsor/Promoter	Age Restriction
Contact Name	On-Sale Date & Time
Contact Phone Number	Off-Sale Date & Time
Contact Fax Number	Where Should Will Call Be Emailed?
Venue	Who Should Be Contacted for Will Call Changes?
Venue Address	Additional information:
Venue Box Office Phone #	
Seliable Capacity	
Fan club Capacity	· ·
Available Ticket Types (If	
Other than General	
Admission)	·
Fan Club Ticket Price	
(Including Taxes & Facilities	
Fee if applicable)	

Reserved Seating:

For all reserved seating events, we hope to be able to offer the loyal DSO fan club members with exceptional seats. We require a proportional number of best seats in the venue. In the event of reserved seating, MissionTix will assign seats to customers based on a seating chart provided to us by the venue or the venue may assign the seats to customers based on the customer list provided to them. The venue may make this decision of their preference.

Shipping Preference:

We want to work with you and your box office staff to integrate the fan club presale with your existing processes. We prefer to provide customers with print-at-home PDF tickets instructing them to go to the venue box office for Will Call ticket pickup. All tickets sold through MissionTix are delivered by Will call unless otherwise specified. MissionTix will provide the box office with a full manifest and audit of all tickets sold through MissionTix. If you prefer a different shipping option people check below:

Ship on our secure ticket stock. We will send you proof and hard ticket samples, will-call tickets.
Will Call only. We will email customer list.
Ship tickets printed by your box office. We will send check and request for hard tickets.

PLEASE REVIEW ALL INFORMATION FOR ACCURACY AND MAKE ANY NECESSARY CORRECTIONS. BY RETURNING THIS DOCUMENT, YOU ARE AGREEING TO OUR PROCEDURES AND THE SHOW DETAILS ABOVE.

If you have any questions regarding these conditions or simply wish to discuss the specifics of the ticketing process, please feel free to contact Shay Kettner at MissionTix by phone or email at 410-982-0799 Ext: 785 or shay@missiontix.com or your Dark Star Orchestra booking agent.

SRO Artists, Inc. http://www.sroartists.com gigs@sroartists.com PHONE: (608) 664.8160 FAX: (608) 664.8161	
Today's Date	·
Sponsor/Purchaser	
Venue	
Performance Date	
Name of Technical Director who has read this rider:	
DSO CONTACTS:	
BOOKING AGENT:	BAND MANAGER
Jeff Laramie	Tim Walther
SRO Artists Inc. 6629 University Ave, Suite 206	DSO, LLC
Middleton, WI 53562	
Tradition, W. 19992	
FAX: (608)664-8161	
e-mail: <u>ilaramie@sroartists.com</u>	
ROAD MANAGER/PRODUCTION ADVANCE Matt Reynolds	MARKETING/PR MANAGER Dave Weissman
SOUND ENGINEER/TECHNICAL ADVANCE Cotter Michaels	LIGHTING DIRECTOR Bryan Adcock
MERCHANDISE COORDINATOR Christina "Winky" Wienke	

DSO WEBSITES

Official Sites for General Use:

www.darkstarorchestra.net www.facebook.com/darkstarorchestra www.youtube.com/darkstarorchestra

Promo Resource Links (for promotional use only):

Media, Admats, Copy - www.sroartists.com/artists/darkstarorchestra/media.php Press Archive - www.darkstarorchestra.net/press ANY CHANGES TO THIS RIDER MUST BE MADE IN WRITING AND APPROVED BY ARTISTS' REPRESENTATIVES. This rider forms an integral part of the attached contract. The rider must be signed and returned with all pages of the contract within two (2) weeks of receiving this documentation.

NOTE: A DSO show is typically a minimum of four (1) hours long.

We request that all DSO performances be ALL AGES or at least 18+.

Please make your representative aware of any time limitation, curfews or all age restrictions PRIOR to signing this agreement.

BOX OFFICE:

- DSO requires ALL venues and promoters to allocate 10% of sellable capacity for Fan Club Ticketing sales through MissionTix. Please fill out the online form at www.missiontix.com/DSOform, or fill out the enclosed form and email to shay@missiontix.com or fax to (410)752-8951.
- 2. When returning this rider THE SPONSOR must supply a ticket manifest for all engagements. THE SPONSOR agrees to sell tickets in accordance with the manifest. THE SPONSOR must confirm the following:
 - a) The total number of tickets to be sold, their prices in advance and on the door. If the engagement is not general admission, all ticket price variations within the venue must be listed.
 - b) A list of all guest list places and promotional complimentary tickets showing their effect on the gross.
 - c) Details of THE SPONSOR ticketing system, box office, agency and credit card commissions.
- All tickets will be of the "one stub one price" variety, both portions being numbered in the standard manner. THE SPONSOR further agrees that there shall be no multiple price tickets printed. Should this be violated THE SPONSOR agrees that he will be liable for the agreed number of tickets sold at the highest price printed on each ticket.
- 4. All ticket stubs, unsold tickets and pre-sales print outs will be available for inspection no later than hour prior to the opening of house doors.
- 5. All ticket stubs will be collected for later inspection at all points of entry.
- 6. DSO requires all venues and promoters to submit final box office numbers to Pollstar within one (1) week following your show. Log-on to PollstarPro.com/report

Please include all ticket information and web-site access for use on the DSO web site.

www. humboldt. edu/ Centerarts	
Facility Web-Site Address	
707-826-3928	
Facility Box Office Number	
707-826-3928	
Charge By Phone (TicketMaster, etc.)	

BILLING

Billing for all advertising, marketing materials, announcements, Marquees etc., shall be billed as follows:

(100% size) DARK STAR ORCHESTRA (30% size) Continuing the Grateful Dead Concert Experience

No other billing arrangements will be acceptable!

OPENING ACTS:

There shall be NO opening act for DSO under any circumstances unless first approved by the band through their representative, Jeff Laramie at SRO Artists Inc. NO EXCEPTIONS.

MARKETING

While the Grateful Dead are a 'classic' band who 'rock' – they are NOT a classic rock band. Do not abuse your show's budget by phoning in a radio campaign on local Classic Rock radio.

We've found that one of the most effective ways to optimize our shows' marketing budgets is to put a good percentage of the allocated dollars into an opline promotional campaign. We are looking for 25-30% of the overall marketing advertising spend on our show to be put into online campaigns.

A budget of \$500 minimum should always be allocated to this specific marketing component. We've used this method to sell out mid-week shows in markets DSO had never played before. IT WORKS.

The results of online campaigns are proven impressions and trackable clicks to the show's 'deep URL' within your website or ticketing page. Plus, even without clicks, they're getting BIG images in their face.

Have your venue's marketing person connect with DSO's marketing manager, Dave Weissman

to arrange a scalable internet marketing campaign for your show.

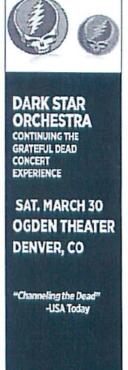
By collaborating directly with the band's marketing team, they'll be able to customize a plan within the budget you've allotted for advertising, and ensures minimal waste on items that have very little return to growing the awareness of the show to the band's specified, targeted market.

While Facebook is useful, and we'll apply some of the budget for tactics on this social media outlet, the main idea is that we run the three different sized 'display' banners on websites within __ miles of the venue.

We cannot list all the sites that the ads will run on – but they'll appear on sites within the Google Content Network. There are literally thousands of them.

The bottom line: we're looking at a cost of around \$1-2 per 1000 views (CPM). And it boils down to getting clicks (CPC) in the neighborhood of \$.50 - 1.00+ each. So whatever is invested – we aim and plan on an average of 1 or more website visitors per dollar.

This is a trackable and dynamic campaign that can be updated, throttled, paused or changed at any point and provides metrics for costs per visitor and per impression. Radio doesn't even come close!



darkstarorchestra.n



Here are <u>sample</u>
Dark Star Orchestra
display banners that
show the vibe and brand
of DSO very well.
Each ad is customized
with the basic show
information: date, venue
and specific Grateful
Dead-type imagery:





PHOTO, SOUND RECORDING, VIDEO:

DSO reserves the exclusive right to audio and/or video record their performance(s) directly from the board and/or additional locations in the house and retains 100% rights to the distribution of the recorded music and/or video recordings of their performance(s). Further, no fees will be paid nor will any fees be assigned as house expenses in connection with the recording of the performance. Rights to audio and/or video record, or distribute recordings of the performance by the promoter our house, must be negotiated in a separate document to which DSO retains the right to agree or reject without prejudice to the agreement to perform or fees paid for performance.

MERCHANDISING:

DSO has recently hired on a full time merchandiser, which has greatly increased our overall touring expense. We would sincerely appreciate your willingness to give us a break from your standard house percentage. We are asking for 100% on all merchandise. We require a minimum of 85% on soft goods and 90% on recorded. - 16 column 100% on Please approve sales location with our merchandiser. Note: If house requires an inventory on merchandise, house must provide individual to conduct count and count must be completed by TWO (2) HOURS prior to doors opening. DSO merch personnel MUST be present in merch area at all times prior, during and after performance.

HOTEL:

If THE SPONSOR is providing hotel, the hotel must be of a quality of Business Class or above, with fifteen (15) single rooms provided. Hotel should be in close proximity of venue with adequate parking for one (14.45' tour bus, and one (1) 70'semi, have on-site restaurant and room service capability. A map of hotel location must be provided.

TRANSPORTATION:

- 1. THE SPONSOR will provide a map of performance-city and surrounding area. Map must show location of venue, hotel and airport. Also directions to the venue and hotel from the expressway and clear indications of venue loading and parking areas.
- 2 DSO travels with one (1) 45' tour bus, and one (1) 70 semi. THE SPONSOR must provide parking permits either at loading dock or immediately adjacent to facility for ALL band vehicles. If parking areas are serviced by meters, it is the responsibility of SPONSOR to plug meters for the full duration of use for the load in, performance and load-out.
- 3. SPONSOR must provide access to loading dock or main doors nearest to performance stage for load-in.
- SPONSOR must provide transportation to and from venue and hotel for DSO bus driver. If runner is provided for this
 task, runner must be responsible and sober at all times when transporting a member of DSO crew.

SETTLEMENT:

At the time of settlement, Sponsor must provide a detailed accounting of all expenses, and for advertising must include receipts, sample print ads, social media buys and click-through validation, radio buys, printing and/or any other advertising costs associated with this specific show. DSO reserves the right to dispute any advertising costs that are not verified at the settlement and deduct that amount from overall show expenses. IN ALL CASES, SETTLEMENT SHALL BE BASED ON THE STATED BUDGETED AMOUNT ON THE FACE OF THIS CONTRACT AND ATTACHED BUDGET, OR ACTUAL EXPENSES VERIFIED AT SETTLEMENT, WHICHEVER IS LESS.

INSTRUCTIONS FOR PROMOTER AND STAFF:

1. THE SPONSOR agree that he/she will not commit Artist to any personal appearances, interviews or any type of promotion or appearance without prior consent of Artists or Artists' representative at least 72-hours prior to performance date.

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30 per agreent

- 2. THE SPONSOR shall make available thirty (30) complimentary seats per show to Artists for their use. Seats must be in preferred locations and Artists and/or their representative will contact box office no later than the afternoon of the performance as to how many or if all complimentary tickets will be used. Please note that the band uses comp tickets in trade for street level publicity and marketing of each event.
- 3. THE SPONSOR shall not allow audience to enter concert hall until technical set-up has been completed. Artists shall complete said set-up ninety (90) minutes prior to performance time, provided there are no technical problems beyond their control. If technical problems do occur that are beyond the control of Artists, Artists shall not be liable for THE SPONSOR losses in case concert is delayed or canceled.
- 4. No background music taped or otherwise, shall be played before or after the performance without approval of artists. Artists will provide and play music on CD appropriate for their audience. DSO will have control over ALL TV SETS in venue during load-in, sound-check and performance. Except for situations when the performance is broadcast via closed-circuit in the venue, ALL TVs WILL BE TURNED OFF DURING PERFORMANCES
- 5. THE SPONSOR shall furnish and supply at his/her sole cost all necessary permits, licenses and authorizations from any and all government agencies, bureaus and departments, Federal, State and local.
- THE SPONSOR agrees to pay all Federal, State and local amusement taxes and to indemnify and hold Artists harmless from payment of such taxes.
- 7. Artists request that all shows be "all ages" and advertised as such. If all ages are not possible, then artists request that the show be 18+. Please notify artist's representative if this is a problem.
- 8. A stage plot will be NOT be sent for your specific show. Since the equipment needs and stage set change from show to show, you must advance staging or equipment needs with DSO Production/Road Manager, Matt Reynolds, by phone (864)918-8347, or by e-mail at curmany@gmail.com

No phone lines - M).

PRODUCTION OFFICE:

THE SPONSOR will provide one room at stage level within easy reach of the stage but to be secluded enough so as not to be unusable during the performance. The room should be temperature-controlled, well lit and clean with wastebaskets, two (2) tables with chairs and two (2) telephone lines, one (1) fax line, as well as a working wi-fi (with passwords for Mac and PC available upon arrival) and/or hard wire with a high speed connection.

TOURING PERFORMANCE CONTRACT RIDER: DARK STAR ORCHESTRA (revised 23-July-2014) Rider Page vi of xiii

DRESSING ROOMS: Three rooms total back staye - a

A minimum of three (3) temperature-controlled, clean dressing rooms must be available for artist sole use.

Tables and comfortable chairs for 18 people.

One (1) sink with hot & cold running water. - in the bathrook-12

Four (4) A/C electrical outlets.

Dressing rooms must be locked or guarded to ensure safety of Artists belongings.

TOILETS:

THE SPONSOR agrees to provide a backstage toilet for the exclusive use of THE ARTIST. On no account is THE ARTIST to be expected to use public toilets or to walk through public area in order to use toilet facilities.

SHOWERS:

Please note that THE ARTIST may be traveling overnight after each show. All members of the touring party will need to shower at the end of the working day. We will need two (2) working showers with hot running water. Where showers are not available in the venue a day room at a local hotel must be provided.

TOWELS:

Twelve (12) dark, clean face towels and twenty-four (24) BATH size towels, as well as soap, available at load in.

STAGE:

Stage size minimum 28' w x 20' d (28-feet wide by 20-feet deep) of unobstructed performance space (not to include wings or stage apron). No corner stages are acceptable.

1. Promoter must indicate EXACT stage size here: 46 wise × 36 bees 22. Stage must be completely cleared of any excess equipment and swept clean prior to Artists' arrival with the exception of monitors and required cabling.

3. If venue is outdoors, stage must be protected from sun, wind and rain. Both of our consoles need to be covered by a heavy-duty canopy with walls (a standard easy-up will not suffice). Merchandise area must be covered as well. A scrim A is required to protect the sides and back of the provided monitor area (this is in addition to a rain-proof cover; please advance this portion of the rider specifically for any outdoor production set-up). Generators must be of an enclosed crystal-controlled professional type, properly grounded.

HOUSE LIGHTS:

The house lights operator should be in position and on headset ten (10) minutes prior to the advertised show time. He / She should consult with the DSO Stage Manager prior to "Doors" as to the evenings lighting cues.

LOCAL LABOR:

Unless otherwise noted, DSO will travel with its own professional Sound, Monitor and Lighting Engineers. These engineers will have access to, and authority to, inspect and operate all elements of the sound and the light systems from load-in to load-out, and will operate the FOH and lighting consoles during the performance.

SPONSOR shall be required to provide able, sober and responsible crew for all load-in, running of show and load-out tasks. DSO Road Manager has authority to direct, dismiss or cause to replace at SPONSOR cost, any and all local labor crew at his sole discretion if he deems that any crew provided is impaired (by means of alcohol or drugs) and/or unable to perform their tasks as directed. Direction to be supervised by local Tech Director Director

SPONSOR shall provide

- 1. Six (6) able, sober and responsible staff loaders (no volunteer personnel) for load-in and load-out. DSO RESERVES THE RIGHT TO CHARGE THE SPONSOR \$200 FOR EACH LOADER THAT FALLS SHORT OF OUR REQUIREMENT OF SIX (6) OR \$200 FOR EACH LOADER THAT IS NOT SOBER.
- 2. One (1) knowledgeable, able, sober and responsible stage manager to coordinate stage staff (optional).
- 3. One (1) or two (2) able, sober and responsible sound technicians from load-in through load-out to adequately set-up and test and tear down house sound and monitor system.
- 4. DSO will provide one (1) sound engineer to run house sound and one (1) monitor engineer to run monitors, however these technicians will not be responsible for set-up or tear down of house equipment.
- 5. One (1) lighting technician (noted in LIGHTING section of this rider).
- Six (6) to Eight (8) paid security personnel for the purposes of protecting the audience, band, equipment and integrity of the show- to be positioned as follows: one (1) for each side of the stage (2 total); one (1) for each backstage entrance accessible to the general public; one (1) for each non-barricaded mix position. Security should be in position prior to doors opening and should be separate from any security needed to help usher or search ticket holders at the door.

ELECTRICAL POWER:

AC power distribution should be provided by the sound company and derived from the theater road switch, preferably an isolated transformer separate from lighting system connections. It must be of appropriate amperage to properly power the sound system as well as provide the AC power for the performers as indicated on stage plot. The distribution system must be properly grounded.

1. Six (6) four-way outlets providing a secure 120-volts of three-phase power will be accessible, (1) one for each of the six performers, including drum positions.

2. One (1) 220-volt, 50-amp service accessible to DSO bus.

Recoduances

TECHNICAL RIDER:

The technical aspects for production will be discussed in advance between ARTIST Sound Engineer and THE SPONSORS Production Coordinator/Representative. Cooperation and communication are of the utmost importance in order to present a high quality show. Any production "surprises" to the Artist may result in cancellation of the performance.

THE SPONSOR shall not allow audience to enter concert hall until technical set up has been completed and THE ARTIST Production Coordinator has given his ok.

HOUSE SOUND SYSTEM:

NOTE: Entire sound system must be able to run in stereo INCLUDING Sub-Woofer system.

DSO will now carry and provide the FOH mixing console, as well as the monitor system (see monitor system section of this rider). Therefore the promoter/presenter sound will consist mainly of "racks and stacks," AC distro and quad box stage drops. If you are renting sound, providing as per a pre-approved budget or working from past DSO sound budgets, we are expecting a REDUCTION in the cost of the sound rental. A \$1,000 fee paid directly to DSO is now required for the use of their equipment. SEE BUYOUT INFORTAMION BELOW.

DSO equipment is of the highest caliber and use of our system will reduce set-up and sound-check time. Please plan accordingly to remove or cover existing house board, or provide separate 12' x 12' area for DSO sound equipment (may require seat kills).

All equipment required in this rider must be completely set-up and tested prior to artist/crew's arrival at the hall. It is extremely important that the entire system is free of hum, ac induced lighting noise, and physical noise from equipment racks. The system must be <u>fully functional</u> with all lines run and tested with a phantom powered microphone, prior to the crew's arrival. Failure to comply with this requirement could result in a delay or cancellation of performance and shall constitute a breach of contract. From the time of load-in the DSO engineering staff will have control of the sound system. This includes all walk-in music, intermission and post-show music.

NOTE: Because of the nature of the DSO performance, many different stage plots are used. IT IS ESSENTIAL THAT YOUR TECHNICAL STAFF ADVANCE WITH THE DSO CREW. Failure by the promoter to ensure communication with the tech crew who will be working the show may constitute breach of contract.

One (1) professional sound technician provided by the venue is required, capable of setting up and running system throughout set-up and sound check as directed. It is essential that the venue sound company/engineer advance the show with the DSO sound engineer.

PRODUCTION BUYOUT:

A separate check made payable to DSO LLC for \$1000 is required as a production buy-out, as detailed in the budget and/or face of this contract. The buyout covers the cost of DSO supplied house board and outboard gear, monitor board, in-ear monitor equipment and moving lights (specials) on truss to augment the house stacks and racks and lighting otherwise provided for this engagement.

OPERATION OF SYSTEM:

- 1. Artist engineer shall have complete control of house PA system.
- 2. A competent (and sober) system tech must accompany the system from load-in through load-out.
- 3. Mix position shall be contered when possible, not under balcony or behind other obstructions, which will remove it from direct throw of house PALL Sound POSITION DAY DES
- 4. When FOH mix position is in the crowd, a twelve-inch (12") high riser is required for entire mixing area.
- 5. Mix position will be adequately secured against intrusion and theft from all sides with one (1) Security personal on hand from the opening of doors to load out (refer to Local Labor).

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The following equipment will be provided onsite to compliment system equipment carried by Dark Star Orchestra:

HOUSE CONSOLE:

1. DSO carries Gamble EX56 console case which is 5'3"X6'8". The effects rack is 30"X36"

3. DSO provides all splitter systems required for DSO inputs & snake to FOH, however drive lines from FOH to stage for all coverage zones & one (1) communication line to DSO monitor position to be provided by Sponsor.

4. Bike racks or other barricade (which will-STOP a body in motion... no ropes or plastic barrier) will be provided around mixing station if accessible from audience. House security may also need to be provided (refer to Local Labor)

HOUSE PROCESSING:

All system comps and system management to be located at FOH position. All issues of limiting and system management must be discussed and cleared with DSO engineering staff.

Drive Rack should contain:

- 1) Professional quality 1/3 octave EQ's for house left and right.
- 2) Speaker management system: Lake, Xta, Galileo, etc.
- 3) At least 1 discreet 20amp Edison circuit on same service as house PA.

NOTE: All digital EQ's must be OK'd before show date.

SPEAKER CABINETS:

DSO REQUIRES RACKS/STACKS SYSTEMS OF "A" LEVEL AUDIOPHILE QUALITY. DSO RESERVES THE RIGHT TO NOT APPROVE SPEAKER SYSTEMS PROPOSED AND REQUIRE SYSTEMS OF PROPER QUALITY/MAKE/MODEL APPROPRIATE TO THE PERFORMANCE VENUE OR OUTDOOR ENGAGEMENTS. THIS INCLUDES IN-HOUSE INSTALLATIONS, WHICH MAY BE DEEMED NOT ACCEPTABLE. IN CASE OF DISPUTE OVER GEAR, DSO SOUND ENGINEER RETAINS 100% AUTHORITY OVER SOUND SYSTEMS APPROVAL.

ALL PROPOSED SYSTEMS MUST BE ADVANCED WITH AGENT AND APPROVED BY DSO SOUND ENGINEER BEFORE THIS CONTRACT IS ACCEPTED.

The following systems are the only brand/model approved in order of preference:

Meyer-Milo,M3D, MSL4, Adamson-Y10, D&B, V-Dosc, JBL-Ver Tec VT-4880/488, EV-XLC, X-array Any other brand of gear under consideration must be cleared by band representative.

- 1. The PA system must be (110%) functional prior to ARTIST arrival.
- 2. The PA must be in phase.
- 3. The amount of cabinets and subsequent power should be commensurate with the size of the venue and related capacity and should be able to achieve vocal clarity throughout the venue at a minimum of 108dB A weighted.
- 4. PA should be flown whenever possible.
- 5. Line array systems are preferred and may be required for your engagement.
- 6. When the venue requires, STEREO front/in fills with separate EQ will be provided.
- 7. DSO FOH engineer shall have complete control over all elements of speaker management system including but not limited to all delays and eqs for all zones. Time alignment is critical to the performance of any sound system and is absolutely essential to our show.
- 8. All subwoofer systems must be in STEREO.

Orchestra:

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MONITOR SYSTEM

DSO travels with its own monitor engineer, and a Midas XL250, three (3) monitor drive racks, Whirlwind Concert 56 W4 splitter system with 250 snake, sub-snakes, mic cables, mic stands, and a full microphone package. The group is "in ear" for the most part, with two (2) powered Meyer monitor mixes and two (2) drum subs. Two (2) 20-amp quad box power drops will be required at the monitor position. The monitor position may be stage left or stage right depending on DSO's stage setup for that night's performance. The monitor engineer will decide at load-in of the monitor positions location. A 12 ft X 20 ft space is needed for the monitor position. If the is an existing monitor rig on the stage we ask that it be removed before DSO's scheduled load-in for that day.

In some instances--but only when requested by DSO audio engineer--Sponsor must provide the following to compliment monitor equipment carried by DSO. The DSO audio engineer will contact you at least one (1) week before scheduled show date.

1. Two (2) individually powered drum subs, 15" or 18" speakers only, when not traveling with our drum subs

2. Three (3) monitor mixes, two (2) for guests and one (1) for monitor queue mix, to be controlled via DSO XL250.

Monitors must be of professional quality 2-way bi-amp, with all cabling and proper amplification, and approved by DSO monitor engineer. Excepted wedges are: EV-X wedge, Meyer, EAW, or any professional type manufacture.

tower Monitor Systems only Ist Dio System provided

STAGE POWER

Prior to load in, power must be checked and in working order, meaning correct phase that is being hot = hot, neutral = neutral, and ground = ground. Power that is incorrect will not be accepted and may delay production of that day's show. NOTE: all stage drops will be quadbox type fixtures. Absolutely no outlet strip type AC drops will be accepted!

DSO will need a power distro capable of providing nine (9) 20-amp circuits for the stage and FOH.

- 1. One (1) 20-amp circuit with two (2) Quad box drops, one (1) down stage left of center quad box, and one (1) down stage right of center quad box.
- 2. One (1) 20-amp circuit just off the *stage left* of drum riser with two (2) Quad boxes. One (1) upstage corner and one (1) downstage corner of drum riser.
- One (1) 20-amp circuit just off the stage right of the drum risers with two (2) Quad boxes. One (1) upstage corner and one (1) downstage corner of drum riser.
- 4. One (1) 20-amp circuit with one (1) Quad box, for keyboard rig, this will be either stage left or stage right, depending on the shows setup. This will be decided at load-in.
- 5. Two (2) 20-amp circuits and two (2) Quad boxes for monitor position, this will be either stage left or stage right. This will be decided at load-in.
- 6. One (1) 20-amp circuit and Quad box for FOH mix position.
- 7. Two (2) 20-amp Quad boxes for spares!

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LIGHTING:

House Lighting System only

Minimum requirements;

Four (4) isolated and dedicated 120V 20-AMP Edison circuits on stage for our lighting only.

Twelve (12) functional, conventional instruments hung in front of the stage.

Twelve (12) functional, conventional instruments hung in back of the stage.

One (1) fully functional lighting console for conventional luminaries at Front of House.

Fully functional dimming for all provided conventional lighting.

An assortment of almost new gel filters and gel frames consistent with number of conventional instruments shall be made available.

At least one (1) person shall be available on site to help color, focus, etc.

Preferred System; NO Follow-spots are necessary

120K, 8 ACL bars, eight (8) specials, audience blinders, several movers, plenty of haze, and a Pearl.

Downstage color in order of preference; *Lamps, lenses, or degrees matched to throw L008, L075, L137, L798, L120, L021

Specials in L162 (R02)--eight (8) additional specials in L202 could be useful upstage.

Upstage color in order of preference; *Narrow lamps or lenses are ideal L079, L022, L180, L332, L124, L104 (should at least be gelled symmetrically please) ACL's in N/C, Floor ACL's in L101 & L200

Generally a 6-color wash works. 18 to 36K per truss use 6K washes. 12K use two (2) colors down, three (3) up. 8K washes are preferred, so on a 60K stick add 12K of L181 to my 6-color wash up and/or down. Although I like red and turquoise (blue-green), please do not have both in the same rig. In the theater, most of my colors can work as high-sides. RGB for cyc and I can bounce focus.

We have five (5), five feet (5') wide, twenty-five feet (25') long pieces of rayon. (25 lb. clipped) Sometimes we use the house black or white cyc instead or in addition to our backdrop.

We carry two (2) water-based hazers, eight (8) moving head luminaries, and a Jands Hog1K.

I am flexible, especially with color. The typical red, blue, amber, etc. plot works, and I expect to have an efficient day. We do not carry power distribution, so I will not be tying in. I like each of my washes to cover the entire stage from the fire curtain or PA 20ft. back, except the upstage corners. We usually have two (2) drummers on a 16ft-wide riser upstage that is usually 2ft. off-center towards stage right. We typically have five (5) positions across the front without a center position. I might be able to use my desk for your rig, but have another console please.

Concerns? Comments? Please contact Bryan Adcock at

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HOSPITALITY: The following list consists of drinks, food, and other essential items to be ready at load in and located inside dressing room or catering room (this clause must be adhered to and cannot be deleted, changed, or bought out):

- a. A large container of clean drink ice (this should be checked a couple of times throughout the evening, please).
- b. Hot and cold cups, plastic-ware, plates, One (1) roll paper towels, bowls & napkins. NO STYROFOAM.
- c. Please have a coffeepot available. We will provide our own coffee and condiments.
- d. Four (4) cases (30-count) purified, bottled water:
 - -- un-chilled: One (1) case to be delivered to the bus, One (1) case to the stage, One (1) case in the dressing room, AND
 - -- on-ice: One (1) case in the dressing room.
- e. Two (2) jugs of Spring Water (i.e. 2-gallon jug with spout).
- f. One (1) Case (24-count) Sierra Nevada Pale Ale (No substitutes) chilled on ice and placed in dressing room no later than sound check.
- g. One (1) 6-pack (12 fl oz cans) of Diet Coke on ice.
- h. One (1) case 24-cans of Coca-Cola, 12 on ice and 12 to be delivered to the bus. NO PEPSI.
- One (1) bottle or carton of Kombucha tea (liquid form found in the refrigerated section, not tea bags).
- j. One (1) box crackers (Club or Ritz).
- k. One (1) bag Doritos.
- 1. One (1) jar of organic peanut butter AND one (1) jar of organic jelly (strawberry, blueberry, grape etc.).
- m. One (1) package Original Thomas' English Muffins.
- n. Two (2) jugs of organic apple juice.
- o. One (1) 1/2-gallon organic skim milk AND one (1) 1/2-gallon organic 2% milk.
- p. One (1) Six-pack (5.5 fl oz cans) V8 100% Vegetable Juice.
- q. Four (4) small coconut water.
- r. One (1) quart organic Half-and-Half.
- s. Organic yogurts:
 - One (1) small tub of non-flavored, low-fat
 - Two (2) plain and Three (3) fruit cup-sized containers
- t. Assortment of fresh, organic fruit (apples, oranges or tangerines, bananas, and/or berries)
- u. One (1) container of fresh-cut pineapple.
- v. One (1) pint organic 100% pure maple syrup.
- w. One (1) box Honey Nut Cheerios AND one (1) box Frosted Flakes (No Substitutes).
- x. Box or assortment of granola bars or protein bars (Lara bars, Cliff bars or organic food bars are ok).
- y. Two (2) bars organic chocolate. One (1) bar of dark chocolate and one (1) bar of milk chocolate.
- z. One (1) bag assorted candy
- aa. One (1) box PopTarts (either cherry, strawberry, mixed berry or blueberry).
- bb. An item of local interest of your choosing -- be creative.
- cc. All-organic/all-natural, deli service to include (PLEASE NO DELI "TRAYS" NOR PRE-PACKAGED MEATS):
 - 1-lb fresh-sliced, high-quality turkey AND 1/2-lb fresh-sliced, high-quality ham each served in original deli bags only.
 - One (1) whole kosher Salami
 - 2-lbs Assortment of sliced cheeses served in original deli bags only.
 - Two (2) loaves of high-quality whole-wheat or multi-grain bread.
 - Mayonnaise and mustard (organic please).
 - One (1) bunch of organic green or red leaf lettuce.
 - One (1) organic onion.
 - One (1) organic tomato or two (2) vine-ripened, organic tomatoes.
 - One (1) jar of dill pickles (sandwich stackers).
 - Two (2) bags of quality potato chips. (Note: one (1) bag should be plain, salted chips).

(Note: if there is no refrigeration in dressing room, these items are to be delivered to the tour bus)

CATERING: The catering portion of this rider may be bought out at a cost of \$350 cash (14x\$20-bills and 14x\$5-bills please). You MUST make arrangements in advance with the ARTIST production coordinator. If catering is preferred, the following must be provided:

- 1. A hot meal must be provided backstage for Artist and crew (18 people) during and following the sound check. The eating time will generally be staggered, with some artists eating during the sound check, others and crew eating after the check. Food should be served in a room that is well heated and in close proximity to dressing area.
 - a. 14 meals should include a selection of fish, seafood, steak, chicken, lasagna/pasta dishes, stir-fry's.
 - b. Four (4) meals should be vegetarian.
 - c. All meals should include a fresh green salad (dressings on the side) or coleslaw, vegetables, potatoes, rice or pasta, and fresh bread or rolls and butter. No deep-fried or "Fast" foods please. Ethnic food and the specialties of your region are welcome. A selection of sweets is also welcome.
- 2. Please provide electric hot plates (to keep food warm), complete place settings for eighteen (18) and enough chairs and table space for Artists to be comfortable.
- 3. LOAD-OUT: Three(3) large pizzas (1-cheese, 1-pepperoni, 1-sausage) requested to arrive 15-minutes prior to shows scheduled end.

4/15	14/15
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CENTERARTS/UNIVERSITY CENTER/HUMBOLDT STATE UNIVERSITY/A.S. PERFORMANCE RIDER

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

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

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

- 9. Total catering budget shall not exceed the amount budgeted and accepted by the performer's representative in the original offer.
- 10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider AND TECHNICAL SPECIFICATIONS OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET. This rider is made an integral part of all agreements.
- 11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, the cost of backline equipment), or any equipment not listed as available in the Van Duzer Theater technical specifications packet, regardless of whether or not they are listed as requirements in the Artist's rider, unless these requirements are specifically written into the payment section of the contract face for this engagement, as well as the deal memo for this engagement, if a deal memo has been issued.
- 12. Center Arts/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 Jeff Lavamic

Tax ID/Social Security #

Updated: April, 2009

For CenterArts

For University Center

University Rider Addendum A

PERCENTAGE PAYMENTS:

The University/University Center/CenterArts are on a monthly, semester or annual billing cycle for internal billing, as well as billing with various vendors.

It is therefore understood that documentation will not be provided for expenses including but not limited to: rent, sound & lights, box office administration, credit card fees/bank service charges, and labor.

All expenses used in calculation of a break point as stated in the attached contract are taken as stated and have been agreed upon at the time of offer acceptance.