

**BOBBY MCFERRIN | Van Duzer Theatre | Arcata, CA | Sat, Sep 13, 2014**

Agent: Kevin Kastrup | KKastrup@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Monday, June 2, 2014 by and between LINDA GOLDSTEIN OF ORIGINAL ARTIST F/S/O BOBBY MCFERRIN ("ARTIST COMPANY"), which shall furnish the services of BOBBY MCFERRIN ("ARTIST"), and CENTERARTS/HUMBOLDT STATE UNIVERSITY ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement.

This Performance Contract between ARTIST COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and ARTIST COMPANY hereby agree as follows:

**1. ENGAGEMENT / VENUE:**

VENUE:	Van Duzer Theatre		
ADDRESS:	1 Harpst Street Arcata, CA 95521 United States		
DATE OF SHOW(S):	Sat, Sep 13, 2014	8:00PM	SET LENGTH:90 minutes
NO.OF SHOWS:	1	ANNOUNCE:	06.16.2014 Mon
DOORS:	7:00PM 7:30 P.M.-4.	PRE-SALE:	06.16.2014 Mon
ARTIST TIME:	8:00PM	ON SALE:	08.04.2014 Mon
		AGES:	All Ages

**2. COMPENSATION:**

\$ 30,000.00 guaranteed to ARTIST (the "Guarantee").  
 PLUS PURCHASER to provide and pay for Hotel Accommodations (ONE (1) Suite and up to FOUR (4) Single hotel rooms).  
 PURCHASER to provide and pay for Sound and Lights, approved by ARTIST.

**3. PAYMENT TERMS:**

**UNIVERSITY CANNOT PAY DEPOSITS**

PURCHASER shall pay a deposit in the amount of \$ 15,000.00 to PARADIGM TALENT AGENCY no later than Wednesday, August 13, 2014.

All deposits shall be payable by either bank wire to:

ESCROW ACCOUNT  
 BANK OF AMERICA  
 224  
 DNR

Or by cashier's or certified check payable to PARADIGM ESCROW ACCOUNT and delivered to Paradigm Talent Agency at:

404 West Franklin St.  
Monterey, CA 93940

The Guarantee shall be paid to and in the name of ROBERT MCFERRIN by cash or cashier's check not later than the evening of the Engagement.

*The Full gaurentee of \$ 30,000*

**4. OTHER PROVISION(S):**

CA STATE TAX WITHHOLDING: All ARTIST earnings subject to a 7% non-resident state tax withholding.

**ALL PAYMENTS BY UNIVERSITY CHECK**

**5. BILLING:**

100% Sole Headline

**IN-HOUSE SOUND, LIGHTS & PRODUCTION**

**UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT**

**CATERING MUST STAY WITHIN THE BUDGETED AMOUNT**



404 WEST FRANKLIN ST.

MONTEREY, CA 93940

831-375-4889

831-375-2623 FAX

AFN LIC# 008129 JUN 2, 2014

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6. **TICKET SCALING AND PRICES:**

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL	
GA	812	-	55.00	44,660.00	
Student	0	-	25.00	0.00	
<b>CAP: 812</b>	<b>TOTALS:</b>	812	0	<b>\$ 44,660.00</b>	<b>GROSS POTENTIAL</b>
SCALING NOTES	Artist Comps - (10)				

7. **MERCHANDISE:**

80% SOFT  
80% HARD  
VENUE sells

8. **CONTACT DETAILS:**

**ARTIST:** **BOBBY MCFERRIN**  
Linda Goldstein of Original Artist f/s/o Bobby McFerrin  
1430 Broadway, 17th Floor  
New York, NY 10018  
212-254-1234

**PURCHASER:** **CenterArts/Humboldt State University**  
1 Harpst Street  
Arcata, CA 95521  
707-826-4411  
**Roy Furshpan**  
707-826-3928  
roy.furshpan@humboldt.edu

**PRODUCTION COMPANY OR PERSON:** **CenterArts/Humboldt State University**  
1 Harpst Street  
Arcata, CA 95521  
707-826-4411  
**Michael Moore**  
707-826-3928  
mgm8@humboldt.edu

**MARKETING CONTACT:** **CenterArts/Humboldt State University**  
1 Harpst Street  
Arcata, CA 95521  
707-826-4411  
**Michael Moore**  
707-826-3928  
mgm8@humboldt.edu

**TICKET COUNT CONTACT:** **CenterArts/Humboldt State University**  
1 Harpst Street  
Arcata, CA 95521  
707-826-4411  
**Jessica Lende**  
707-826-3928  
jessica.lende@humboldt.edu

9. **ATTACHMENTS:**

PURCHASER shall fully comply with and abide by all of the terms and conditions set forth in ARTIST'S RIDER, attached hereto and incorporated herein by this reference, at PURCHASER's sole cost.  
The ADDITIONAL TERMS attached hereto form a part of this Agreement and are incorporated herein by this reference.

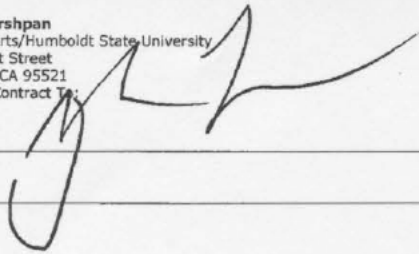
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**BOBBY MCFERRIN** | Van Duzer Theatre | Arcata, CA | Sat, Sep 13, 2014

Agent: Kevin Kastrup | KKastrup@paradigmagency.com

## PURCHASER

Roy Furshpan  
CenterArts/Humboldt State University  
1 Harpst Street  
Arcata, CA 95521  
E-Mail Contract To:

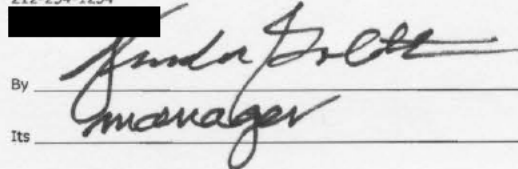


By \_\_\_\_\_

Its \_\_\_\_\_

## ARTIST

Linda Goldstein  
Linda Goldstein of Original Artist f/s/o Bobby McFerrin  
1430 Broadway, 17th Floor  
New York, NY 10018  
212-254-1234



By \_\_\_\_\_

Its \_\_\_\_\_

**BOBBY MCFERRIN | Van Duzer Theatre | Arcata, CA | Sat, Sep 13, 2014**

Agent: Kevin Kastrup | KKastrup@paradigmagency.com

### ADDITIONAL TERMS AND CONDITIONS

1. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever in the absence of a specific written agreement with Artist relating to and permitting such recording, reproduction or transmission.
2. It is expressly understood by the Purchaser and the Artist who are parties to this contract that neither the Federation nor the Local Union nor Paradigm are parties to this contract in any capacity and, therefore, that neither the Federation nor the Union Local nor Paradigm shall be liable for the performance or breach of any provision hereof.
3. A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating with the Artist performing the engagement and the Purchaser.
4. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond Artist's control.
5. Provided Artist is ready, willing, and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof, in full, regardless of acts of God, fire, accident, riot, strike, or any event(s) of any kind of character whatsoever.
6. Purchaser's violation or failure to perform or fulfill any of the terms, covenants or conditions set forth in this agreement shall constitute a material breach, which shall entitle Artist not to appear or perform for any performance(s) of this engagement without any liability to Purchaser; and in such event, Purchaser shall be obligated to Artist for the full amount of compensation guaranteed to Artist, in addition to any and all other remedies for such breach which remedies shall be cumulative. In addition, if, on or before the date of any scheduled performance, Purchaser has failed, neglected or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is in Artist's opinion unsatisfactory, Artist shall have the right to demand the payment of all compensation forthwith. If Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel Artist's engagement by notice to Purchaser to that effect, and in which event Artist shall retain any amounts theretofore paid by Purchaser. Each term covenant and condition hereof is an essential condition precedent to Artist's obligation to perform and any breach by Purchaser shall entitle Artist to recover, without limitation, damages for any loss of good will and injury to Artist's reputation, all costs and disbursements of Artist in reliance upon this engagement and Artist's actual attorney's fees and costs in connection with any suit, arbitration or other proceeding whether or not reduced to final judgment or award, arising out of this contract or engagement or to enforce the terms hereof.
7. Purchaser shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deduction whatsoever.
8. In the event the payment to Artist shall be based in whole or in part on receipts of the performance(s) hereunder, Purchaser agrees to deliver to Artist a certified statement of the gross receipts of each performance within two (2) hours following such performance. Artist shall 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 this engagement only.
9. Purchaser agrees to furnish at its own expense on the date and at the time of the performance(s) above-mentioned, all that is necessary for the proper presentation of the entertainment presentation, including a suitable theater, hall or auditorium, well heated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and public address system in perfect, working condition including microphones in number and quality required by Artist, dressing rooms, all necessary electricians and stage hands, all lights, tickets, house programs, all licenses including musical performing rights licenses, special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distribution of circulars, display newspaper advertising in the principal newspapers and Purchaser shall pay all other necessary expenses in connection therewith. Purchaser will pay all music royalties in connection with Artist's use of music, and in addition, the costs of any musicians (including Contractor) other than those furnished by Artist as part of Artist's regular company. Purchaser agrees to pay all amusement taxes. Purchaser shall comply with all regulations and requirements of any union or unions that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by Purchaser and Artist. Purchaser agrees to comply promptly with Artist's directions as to stage settings for the performance hereunder. If Artist so requires, Purchaser will furnish at its own expense all necessary facilities, electricians, stagehands 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 required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefore, except for those items and personnel which ARTIST herein specifically agrees to furnish.
10. Artist shall have the sole exclusive control over the production, presentation and performance of the engagement hereunder, including but not limited to the details, means and methods of the performances of the performing Artists hereunder, and Artist shall have the sole right as Artist may see fit to designate and change at any time the performance personnel other than the Artist hereinafter specifically named.
11. Nothing in this agreement shall require the commission of any act contrary to 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 Artist to Purchaser hereunder and wherever there is any conflict between any provision of this Agreement and any 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.
12. This constitutes the sole, complete and binding agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York. Purchaser shall not have the right to assign this Agreement, or any provision thereof, but Artist shall have the right from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in part to any person, firm or Corporation.
13. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make 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 authority to do so, and such person hereby personally assumes liability for the payment of said price in full.
14. If Purchaser is providing air transportation, Artist management is to receive hard tickets (or the financial equivalence) NO E-TICKETS, no less than 1 (one) month prior to engagement, or date may be cancelled and deposit (whether received or due) will be forfeited.
15. PARADIGM ACTS ONLY AS AGENT FOR ARTIST AND ASSUMES NO LIABILITY.

**BOBBY MCFERRIN SOLO PERFORMANCE ADDENDUM**

DATE of ISSUE:

Between the Undersigned:

And

**B.D. McFerrin, Inc.**

c/o Original Artists

826 Broadway, New York, NY 10003

Tel 212-254-1234 Fax 212-254-3121

(Hereinafter referred to as the ARTIST)

**REPRESENTATION:**

PURCHASER is represented by ARTIST is represented by LINDA GOLDSTEIN

The PURCHASER hereby engages the ARTIST and the ARTIST agrees to furnish the entertainment presentation hereinafter described, upon all conditions herein set forth.

**1. Performance Schedule**

ARTIST agrees to perform according to the following schedule (90 min. with no intermission):

Date:                      Start Time:                      Venue:

SPECIAL GUESTS paid by PUCHASER **approved or suggested** by Mr McFerrin's Management include:

**2. Sound Reinforcement and Backline** - In house sound & backline-MJR

Cost for sound reinforcement system, technical sound equipment personnel, and back line equipment will be provided and paid for by PURCHASER, per attached technical RIDER, which is an integral part of this contract.

**3. Accommodations, Travel and Ground Transportation**

All travel and hotel arrangements as specified above should be made in coordination with Original Artists (kate@originalartists.com). In addition, PURCHASER shall provide and pay for one fully licensed, luxury sedan with driver for ARTIST to and from airport, hotel, rehearsal, and concert location and any interviews or promotional events, for the duration of the stay.

- One (1) one-bedroom suite and four (3) first class rooms in an ARTIST-approved five-star luxury hotel that emphasizes personal service, for duration of stay. Hotel should be centrally located. All televisions should be removed from the suite prior to arrival. Hotel suite must have a humidifier and air-purifier in the room. Living area of suite must have comfortable chair with lamp with adequate illumination for reading. Suite and deluxe single rooms must have down pillows. Mr. McFerrin prefers windows that open if possible. Hotel rooms must have wireless Internet service. The following foods and beverages are requested in the suite:
  - Electric tea pot w/ tea settings
  - Ceramic cups (no Styrofoam cups, please)
  - Assortment of teas and honey

- Small plate of raw, organic vegetables*
- Bowl of organic fruit*
- Assortment of organic, unsalted nuts*
- Lots of bottled water - Volvic preferred (no Evian, please)*

#### 4. International Travel

A. Should place of performance be outside the continental limits of the United States, PURCHASER agrees to procure, at his sole expense, the necessary visas, work permits and other permits or documents of any nature whatsoever necessary or usually obtained to enable ARTIST to render his services hereunder.

B. PURCHASER should also be responsible for all local, municipal and country or governmental taxes, fees, or levies on all income earned by ARTIST while in country or countries by this contract.

C. PURCHASER shall also render assistance to ARTIST or his representative in getting all necessary equipment in and out of said country. PURCHASER will pay for overweight and shipping charges on said equipment. PURCHASER will pay all shipping and overweight charges of ARTIST while traveling in and around said country pursuant to this engagement. PURCHASER will also pay for custom fees required of ARTIST.

#### 5. Performance Control

A. ARTIST shall have exclusive control over the production, presentation, and performance of the engagement hereunder, including, but not limited to, the details, means and methods employed in fulfilling each obligation of ARTIST hereunder in all respects. ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel other than the ARTIST specifically named herein.

B. Purchaser agrees (a) to comply promptly with ARTIST's directions as to stage settings for the performance hereunder, (b) that no performers other than those previously agreed to by ARTIST hereunder will appear on or in connection with the engagement hereunder, (c) that no stage seats are to be sold or used without ARTIST's prior written consent.

#### 6. Performance Reproduction

A. No part, portion, or segment of the engagement hereunder is to be reproduced either audibly or visually. Authorization by the ARTIST shall be necessary for the PURCHASER to allow entrance to the place of performance with any and all sound, video, or motion picture recording device.

B. Cameras (with no exceptions) will not be permitted entrance into the place of performance. PURCHASER shall be responsible for preventing entrance to the place of performance of all cameras, tape recorders, video cameras and/or motion picture cameras.

C. No video transmission or projections during performance are permitted without the prior express consent of ARTIST. If permission is given by ARTIST, then a DVD copy of the videotaping or projection should be forwarded to ARTIST for archival purposes at the above address.

D. Any and all ARTIST consent and/or permissions for video and/or audio recordings and/or digital photography are considered to be fully valid only when a DVD or CD copy is received by Original Artists at the above address.

#### 7. Interviews and Personal Commitments

PURCHASER shall not make any commitments on ARTIST's behalf for any promotional activities, personal interviews, or personal appearances (including post-concert activities) without the prior express consent from ARTIST. All such commitments must be cleared and coordinated in advance through Original Artists ([oa@originalartists.com](mailto:oa@originalartists.com)) 212-254-1234. ARTIST reserves the right to cancel any such appearance, if necessary, due to time, travel, or other considerations.

#### 8. Souvenir Programs

ARTIST shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts, 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.

#### 9. Security

A. PURCHASER shall furnish ARTIST with reasonable and adequate security, and ARTIST shall be entitled to cancel the engagement if ARTIST shall reasonably conclude that performance of same might subject ARTIST, members of his entourage, or any member of the audience to risk bodily injury or property damage. In the event of such cancellation, ARTIST shall be entitled to receive his full guaranteed compensation hereunder.

B. ARTIST reserves the right to refuse admission to backstage area to any person not directly involved with the performance.

C. PURCHASER shall provide and pay for security of ARTIST's equipment from the time of load in until the completion of load out.

#### 10. Insurance

PURCHASER agrees to provide liability insurance coverage to protect injuries to persons or property as a consequence of the installation and/or operation of the equipment provided by the ARTIST, his employees, contractors and agents. In addition, it is agreed that the PURCHASER shall have in effect a policy of worker's compensation covering all of its employees. The PURCHASER further agrees to provide full insurance coverage for any equipment provided by the ARTIST, his employees, contractors, and agents against fire, theft, riot, or any other type of act that would cause harm or damage to equipment.

#### 11. Indemnification

PURCHASER agrees to indemnify and hold harmless the ARTIST, his employees, contractors and agents from and against any claims, costs, damages, liabilities, losses and judgments arising out of or in connection with any claim, demand, or action made by any third party sustained as a direct or indirect consequence of the engagement. Furthermore, PURCHASER shall also indemnify ARTIST and his employees, contractors, or agent's equipment at the venue, including but not limited to damage or destruction suffered by Acts of God.

#### 12. Force Majeure

In the event of any Act of God, illness, failure of transportation, acts of war or terrorism, riot, strike, or labor difficulties, or cases similar or dissimilar beyond ARTIST'S control which renders it impossible or impractical for ARTIST to perform hereunder, this agreement may be canceled by ARTIST by written notice to PURCHASER in which case neither party shall have any continuing liability to the other hereunder; provided, however, should such cancellation arise from strike, labor difficulty or other matter of which PURCHASER had actual prior knowledge, ARTIST shall be entitled to retain any and all deposits. Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and the PURCHASER shall remain liable for payment of the full contract price even if performance called for herein is prevented by such weather conditions. ARTIST shall have the sole right to determine in good faith whether any such weather conditions shall render the performance impossible, hazardous or unsafe.

#### 13. Promoter Failure

If on or before the date of any scheduled concert, PURCHASER has failed, neglected or refused to perform any contract with another performer for any earlier engagement or if the financial standing or credit of PURCHASER has been impaired or is unsatisfactory and is in bad standing with the American Federation of Musicians, (A.F. of M.) or is on their unfair list, ARTIST shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement by notice to PURCHASER to that effect, and in such an event, ARTIST shall retain any amounts therefore paid to ARTIST by PURCHASER.

#### 14. Representations and Warranties

PURCHASER warrants and represents that s/he has the right to enter into this Agreement and undertake the performance of all obligations on its part to be performed. PURCHASE also represents and warrants that s/he is at the present time the owner/operator of, or has a valid lease upon the place of performance covering the date(s) of this agreement. PURCHASER shall obtain all permits, licenses, certificates or permission required to enable the engagement to be lawfully performed.

#### 15. Contractual Provisions

It is agreed that ARTIST signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make 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. Nothing in this Agreement shall require



the commission of any act contrary to 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 ARTIST to PURCHASER hereunder. If there is any conflict between any provision of this Agreement and any 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. PURCHASER agrees to 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.

16. Cancellation Privileges

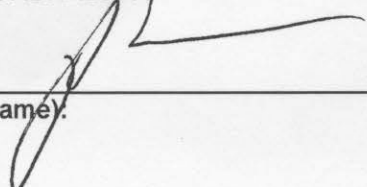
All of the terms and conditions as contained in this agreement are by their nature essential and fundamental to this agreement in part or entire. ARTIST accordingly reserves the right to cancel the engagement in the event of failure by the PURCHASER to fulfill any of the terms and condition provided herein. In the event of cancellation, the ARTIST shall be discharged of any further liability hereunder and shall be entitled to retain any deposits or other monies theretofore paid to ARTIST by PURCHASER, in addition to ARTIST's other legal and equitable remedies.

17. Assignment

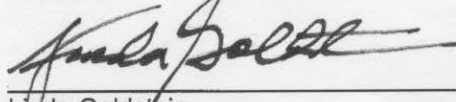
This contract cannot be assigned or transferred without prior the written consent of ARTIST. It contains the complete understanding of the parties hereto, and may not be amended, supplemented, varied or discharged except by an instrument in writing. The validity, construction and effect of this contract shall be governed by the State of New York regardless of the place of the performance. This contract is not binding upon the ARTIST until executed and delivered by the ARTIST to the PURCHASER Having reviewed the terms and conditions of this agreement,

Agreed to and accepted:

PURCHASER :

  
\_\_\_\_\_  
(name):  
Date: \_\_\_\_\_

ARTIST:

  
\_\_\_\_\_  
Linda Goldstein  
for Bobby McFerrin  
Date: 9.2.14

*\*\* Please see attached information sheet, fill out, and return to [kate@originalartists.com](mailto:kate@originalartists.com) as soon as possible. Thank you!*

TODAY'S DATE: 6/19/14

DATE THIS PAGE IN EFFECT: 6/19/14

LOCATION: Arcata, CA TIME ZONE: PST

VENUE: Van Duzer Theatre CAP: 800

SHOWTIME: 8:00 P.M.

CLOSEST AIRPORT ACV

DISTANCE AIRPORT TO VENUE 15 minutes

LOGISTICS CONTACT (email & phone) Michael Moore, Sr.

m9m8@humboldt.edu / 707-826-3928

PRESENTER: O'enterArts/ ASU

PRODUCTION CONTACT: (e-mail & phone) same

RECOMMENDED LUXURY HOTEL Hotel Carter

HOTEL DISTANCE TO VENUE 20 minutes

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Bobby McFerrin Technical Specifications for Solo Show**

There are some very specific equipment and patching requests throughout the rider.

Every detail in this rider is important to insure a great performance.

**PLEASE READ CAREFULLY !!!**

### **General information:**

In case of problems meeting this specification, please do not hesitate to contact the artist through your contact. We ask local promoters or sound engineers not to make changes in this spec, on behalf of the artist, without confirming with artist or representative. Brands and types of sound equipment is meant as quality guidance and not as an absolute requirement.

### **Equipment quality:**

Sound equipment must be of high standard and free from audible noise. Mixing desk (FOH) must be in a good position in the audience area, centred between left and right of the PA avoiding balconies and overhangs. Sound system must be rigged and tested for functionality before artist's sound tech arrives for load in. Local system engineer must be available for the artist's engineer at all times from sound check to end of concert.

**(no extreme right or extreme left placement and absolutely no sound booths).**

### **Sound System:**

High quality 3 or 4 way active PA-system. **Line array systems are preferred** hung or stacked on stage. The system must cover all audience areas with uniform and undistorted sound. Center clusters and frontfill speakers must be provided when needed for coverage. No Center cluster only systems.

**(preference: D-Vdoss, JBLVertec, D&B, Eaw, E.V....etc. )**

Artist prefers more speakers at a lower sound level than fewer speakers at louder sound levels.

### **Front of House :**

**Analog consoles are the Artist's preference**

A minimum 32 channels, with a minimum 8 auxiliary sends, minimum 3 pre-fader aux sends. 4 band parametric eq, 48v phantom, phase switch, inserts and high pass filters on all inputs. Console must have VCA's

**(Analog console Preference: Midas, Soundcraft Yamaha or similar)**

**(we bring laptop recording system with 8 inputs 4-xlr and 4-1/4" )**

1-Small table or area next to mixer for laptop recording system.

#### **Digital Consoles**

**Any digital consoles must be approved by the Artist's front of house mixer.**

Digital consoles must have analog ins and outs for 2 analog effects a stereo tap delay and mono dbx 120xp. An analog insert for BSS 901-II with analog graphic EQ on a mix or subgroup sent to the stereo mix. Routing for analog effects and subgroup insert should be checked and ready before FOH mixer arrives.

**1st choice for a digital console is the Soundcraft VI-6**

### **Outboard and microphones :**

1-reverb

(preference: T.C. M3000, Lexicon 480L,960L, PCM90/91 or Yamaha reverb)

1-TAP delay (**analog only**).

(Preference: TC 2290, D2 or similar) **even with digital consoles.**

**(tap delay must be easy to reach while standing at console mix position.)**

1-Eventide H3000SE or effect unit with a chorus setting.

(acceptable alternatives T.C. m2000, m3000, SPX 990, SPX 2000)

*← House processing only DIS*

6-channels of compression minimum.

(tube compression if possible especially with digital consoles).

Graphic EQ's at FOH console for all speakers. (left, right, center etc.)

1-**analog** EQ at the front of house for insert with BSS 901-II on sub group.

**(Graphic Eq and BSS 901-II insert even with digital consoles).**

1-DAT recorder with **120min. tape.** (preferably signal sent from 2 subgroups).

2-channels of Shure UR4D wireless receiver with 2-UR2 transmitters w/KSM9 heads.

6-good quality small diaphragm condenser microphones.

4-microphone stands with boom arms.

**2-short microphone stands preferably with round bases.**

8-20' xlr cables at front of house for laptop recording system.

**A standard variety of condenser and dynamic microphones with a compliment of stands when there are guest artists.**

← May not be available  
DTE

← House wireless only  
DTE

### Monitor System:

Monitors can be mixed from FOH console for Solo shows.

Minimum 4-wedges on 2 separate mono mixes.

**(wedges must have 1-12" speaker and a horn)**

2-sidefill monitors on stands at ear level on 1 mono mix.

When monitors are controlled from front of house console all graphic EQ's must be at FOH position.

1-wireless in ear transmitter and 2 receivers same frequency is required.

**A monitor console and additional wedges may be needed if there are guest artists.**

**When there are guest artists an on stage monitor operator is required.**

(Preferably the newest shure transmitter and receiver).

### Microphones/inserts etc..

See separate specific channel input list

### Setup:

All sound equipment must be up and ready at load in usually 1:30pm for solo shows at least 3-1/2 hrs. before sound check with Bobby and or Bobby with any special guest performers.

At least 1 English speaking person from purchaser and 1 English speaking audio tech person available at load in and throughout until the end of load out after performance.

1- 6-8' worktable just off stage

### Lighting:

Mr. McFerrin does not bring his own lights or bring a light technician. It is therefore important that you supply both a light system and an engineer. The lights system must be rigged and tested for functionality before artist arrives for setup and sound check. Local engineer must be available for focusing during the sound check, and for operating the lights during the concert.

PURCHASER shall provide and pay for a lighting system as follows:

### SOLO SHOWS

- Area control of six (6) stage areas if possible; minimum should be separate control of a downstage center area from overhead, big enough to contain four (4) people.
- Stairs to audience from stage should be able to lit by a wash or follow spot
- Three (3) to four (4) color washes from the front, each side and the back. Colors should include flesh pink, light blue, dark blue, and magenta.

- One (1) or two (2) followspots with operators. Followspot colors to include flesh pink and a special lavender.

The performance is jazz and improvisational. The Artist can and will move very quickly. A rep light plot focused for dance can work very well.

Artist sits and stands on the edge of the stage and moves out to the audience. Audience members are also invited onstage. The area at the front and edge of the stage should be covered in light so the Artist can be seen standing or sitting on the edge of the stage without a follow spot.

Lighting to augment house lights should be considered to cover Artist in the house.

Prewritten cues to have ready include full stage looks in each color and a down center area in each color to act as a "pulldown look."

House lights should come up whenever Artist is in the audience and whenever audience members are moving up towards the stage.

House lights are NOT needed when audience is engaged in a "singalong" and Artist is on stage unless the Artist makes a request for the house lights to be turned up.

**BOARD OPERATOR MUST HAVE CONTROL OF HOUSELIGHTS.**

## Bobby McFerrin Solo or with Special Guests input list

CHNL	SOURCE	INSERT	NOTES
1	condenser microphone		
2	condenser microphone		4-small diaphragm
3	condenser microphone		condenser microphones
4	condenser microphone		
5	Bobby Vocal wireless	comp.	Shure UR Wireless mic.
6	Bobby Vocal	comp.	analog split to channel 5
7	Backup Wireless	comp.	Shure UR Wireless mic.
8	Backup Wireless	comp.	analog split to channel 7
9	house wireless	comp.	Shure UR Wireless Mic.
10			
11			
12	Additional mics. for GUEST ARTISTS <u>if needed</u>		
13	audience mics for recording only		good quality condenser mic.
14	audience mics for recording only		good quality condenser mic.
15			
16			
17			
18	TAP DELAY (analog only)		Aux send 5-T.C.D-2,T.C.2290,
19	TAP DELAY		or T.C. m3000,T.C. m2000
20	DBX 120xp (analog)		Aux send 6(supplied by artist)
21	HARMONIZER LEFT	y-input	Aux send 7- Eventide H3000se,
22	HARMONIZER RIGHT		Event. Orville or Yamaha spx 990
23	REVERB LEFT		Aux send 8-T.C. Electronics
24	REVERB RIGHT		or Lexicon reverb

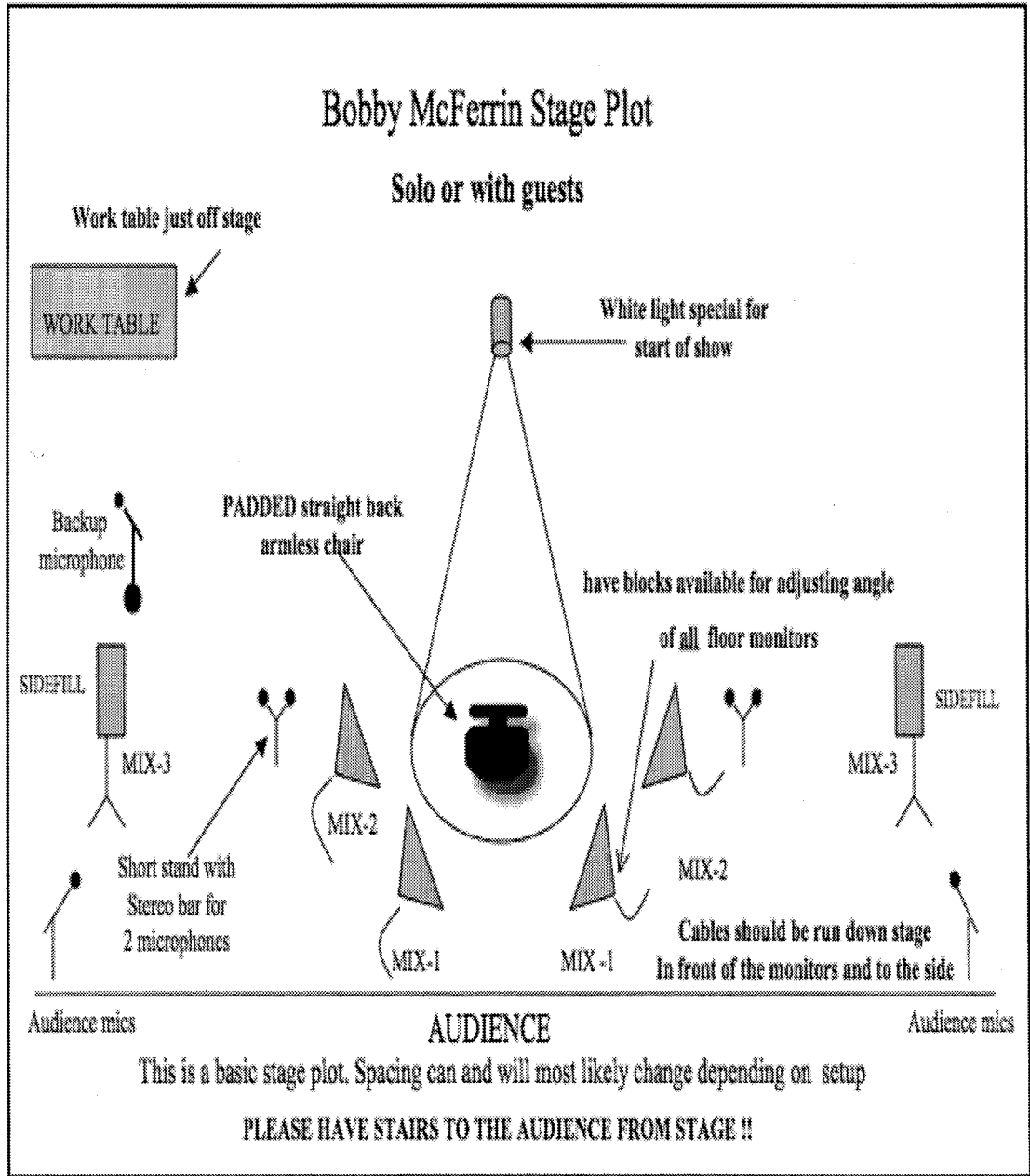
1. Stage monitor system & mixer are required when there are guest artists.  
monitors can be done at front of house for solo shows from 3 pre-fade aux sends
2. All 1/3 octave EQ's for house speakers at FOH console
3. Graphic eq's for monitors at FOH when mixed from FOH console
4. In venues with center clusters and front-fills additional 1/3 octave's are needed.
5. DBX 120xp (1/4"connections) 1- in 1- out. (Artist will provide DBX 120xp)
6. It is preferable to have sub woofers controlled from an aux send whenever possible.
7. A DAT machine at front of house for recording with 120min. Tape.
8. A BSS 901-ii inserted on a sub-group with analog 1/3 octave EQ (even with digital consoles).  
This is a very quiet stage. **NO amp or lighting fans on stage!!!!!!**  
**\*\*THIS IS A BASIC INPUT LIST AND MAY CHANGE.\*\***  
Audience mics. may be connected directly to recording interface at console.

House process. only DAT



# Bobby McFerrin Stage Plot

Solo or with guests



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

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

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



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

9. Total catering budget shall not exceed the amount budgeted and accepted by the performer's representative in the original offer.

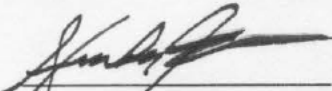
10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider AND TECHNICAL SPECIFICATIONS OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET. This rider is made an integral part of all agreements.


11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, the cost of backline equipment), or any equipment not listed as available in the Van Duzer Theater technical specifications packet, regardless of whether or not they are listed as requirements in the Artist's rider, unless these requirements are specifically written into the payment section of the contract face for this engagement, as well as the deal memo for this engagement, if a deal memo has been issued.

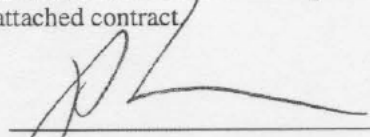
12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee.

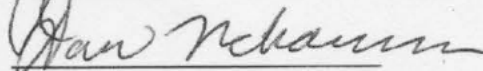
13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, and all obligations of any of the parties hereto shall bind his, her, or its heirs, executors, personal representatives, successors and assigns. A fully executed contract for this engagement shall be deemed an acceptance of the terms in this rider, regardless of whether or not this rider has been countersigned by the artist or an authorized representative of the artist.

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

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

  
Tax ID/Social Security #

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

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

Updated: April, 2009