

YONDER MOUNTAIN STRING BAND | Van Duzer Theatre | Arcata, CA | Monday, March 30, 2015

Agent: Aaron Pinkus | apinkus@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Thursday, November 20, 2014 by and between YONDER MOUNTAIN ENTERPRISES, LLC ("ARTIST COMPANY"), which shall furnish the services of YONDER MOUNTAIN STRING BAND ("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: Humboldt State University 1 Harpst Street
Arcata, CA 95521
United States
DATE OF SHOW(S): Monday, March 30, 2015
DOORS: 7:00PM 7:30 PM
ARTIST TIME: 8:00PM YONDER MOUNTAIN
STRING BAND
CURFEW: 11:00PM-SOFT.

UNIVERSITY RIDER IS MADE AN INTEGRAL
PART OF THIS AGREEMENT

IN-HOUSE SOUND, LIGHTS & PRODUCTION

ANNOUNCE: 11.24.2014 Mon 12:00PM (MST)
PRE-SALE: 11.26.2014 Wed 12:00PM (MST)
ON SALE: 12.05.2014 Fri 12:00PM (MST)
AGES: All Ages

2. COMPENSATION:

70.0% of the tax-adjusted gross box office receipts after the deduction of ARTIST-Supplied Production (\$1,000.00).
PURCHASER to reimburse ARTIST \$1,000.00 towards the cost of ARTIST-Supplied Production.
Catering is capped at \$750.00. *A maximum of the \$250 meal buyout, will be paid to the band directly out of the catering budget.*

ALL PAYMENTS BY UNIVERSITY CHECK

3. PAYMENT TERMS:

~~The balance of the Guarantee shall be paid to and in the name of ARTIST COMPANY by cash or cashier's check not later than the evening of the Engagement. If the percentage of gross ticket receipts exceed the Guarantee, the average amount due shall be paid in full to ARTIST COMPANY in cash or by cashier's check or bank wire (as designated by ARTIST COMPANY) immediately following the Engagement.~~ *By University check next business day.*

4. PRODUCTION:

PURCHASER to provide and pay for Sound and Lights per ARTIST specification.

5. OTHER PROVISION(S):

WITHHOLDING TAX: ARTIST'S earnings subject to a 7.0% State of CA Withholding Tax.

6. BILLING:

100% Sole Headline
"An Evening with YONDER MOUNTAIN STRING BAND"/No Support Artist/

7. TICKET SCALING AND PRICES:

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL
Student	812	-	25.00	20,300.00
General Public	0	-	35.00	0.00
CAP: 812	TOTALS:	812	0	\$ 20,300.00 GROSS POTENTIAL

SCALING NOTES

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8. **MERCHANDISE:**

SOFT: 90.0%
CD/DVD: 90.0%
ARTIST SELLS

9. **CONTACT DETAILS:**

ARTIST: YONDER MOUNTAIN STRING BAND
Yonder Mountain Enterprises, LLC
c/o VIP Management
2113 Middle Street, Suite 205
Sullivan's Island, SC 29482
843-732-1847

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

PRODUCTION COMPANY OR PERSON: CenterArts/Humboldt State University
1 Harpst Street
Arcata, CA 95521
707-826-3928
carts@humboldt.edu
Roy Furshpan
707-826-3928
roy.furshpan@humboldt.edu

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

10. **SPECIAL PROVISIONS:**

PRE-SALE/COMPS: PURCHASER to hold 10% of venue capacity for Crowdsurge.
Promoter to allot 5 COMPS for ARTIST'S street team; Management will submit list of names prior to engagement.

11. **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.

PURCHASER

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

By _____

Its _____

ARTIST

Vince Iwinski
Yonder Mountain Enterprises, LLC
c/o VIP Management
2113 Middle Street, Suite 205
Sullivan's Island, SC 29482
843-732-1847

By  _____

Its MANAGE _____

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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 have the right to have a representative present in the box office at all times and such representative shall have access to box office records of Purchaser relating to gross receipts of 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.

PARADIGM

YONDER MOUNTAIN STRING BAND RIDER

As of: February 14, 2011

1. General

Artist shall approve all support and all associated support costs shall be in addition to these terms and paid by Buyer unless specifically stated otherwise herein. Artist shall not perform with support band having drums unless specifically agreed to in advance in writing. This is a material element of this agreement, and breach shall excuse Artist from performance with no penalty. Buyer shall maintain and provide to Artist or agent on day of show, an accurate written accounting of the number of paid admissions indicating price paid per person, number of comps, gross receipts, and amount paid to Artist. Artist shall receive a minimum of 60 complimentary tickets or guest list per each performance. Buyer/venue shall not allot more than ten complimentary tickets, excluding Artist's complimentary guest list, unless specifically authorized by Artist. Doors shall not be opened to the public without the consent of tour manager. Tour manager shall have access to box office and ticket selling areas for inspection and clarification.

1.a. No Smoking

Buyer shall cause to be posted at least four signs no smaller than 18x24 inches in highly visible locations which state "Artist requests NO SMOKING for tonight's show".

- There is no smoking within a state building, & we have no space to add signage - MJA

2. Merchandising

Buyer shall provide three (3) merchandise tables in prominent location within venue. If seller is needed (to be advanced with Tour Manager), Buyer shall provide staff person forty-five minutes before doors open to sell/distribute Artist Merchandise. Staff person is required to remain until no less than one half hour after Artist leaves. 100% of gross sales to Artist unless stated otherwise on contract face. 90/10 - MJA

- No wider than 12 feet - MJA

Seller is \$12.50 per hour - MJA

3. Taping

Performance may not be taped, photographed, videotaped or otherwise broadcast without Artist's prior written consent. Artist retains full rights pertaining to sound board patches.

4. Promotion

Buyer agrees to promote the show which, at a minimum, shall include posters, advertising, and listings in a local newspaper or entertainment weekly for at least three weeks out. Buyer agrees to provide a contact list of all local press and radio media. Artist recommends Buyer consider utilizing e-mail html service from such providers as www.jambase.com, www.jambands.com, etc. All Advertising bills and ad mats shall be submitted to Tour Manager with Settlement.

- MJA

5. Billing

Artist full name, Yonder Mountain String Band must appear with the appropriate billing in any and all printed advertising and must be mentioned in all radio advertising. Artists name shall appear at 100% type face in all advertisements except in cases where Artist is support in which case Artist name shall appear at no less than 80% typeface. In the event that full Artist name will not fit on venue Marquee, please substitute with "Yonder Mountain."

6. Production

Band Sound Engineer will be sitting behind the sound board engineering sound at all times. Artist's production rider is attached and incorporated herein. All production requirements are material elements of this agreement. Failure of buyer to comply with such requirements, unless modified in writing by both parties, may, at Artist's sole option, cause Buyer to be in breach of this agreement. In such case, Artist may refuse to perform at no liability to Artist. Buyer, however, shall in no way be excused from performance of all obligations under this agreement including payment in full!

SOUND SYSTEM

- A. All sound/backline advance will be done through Ben Hines
[REDACTED]
- B. Venue shall provide 6 sober, stage hand/loader to assist with load-in load-out. Load in/ Load out times will be advanced. Buyer shall incur all costs of equipment damage occurring during load in, sound check, show and load out.
- C. Buyer shall provide a sound reinforcement system more than adequate for the size of the room. 100% of Yonder's volume comes from the speakers, not the stage. We will bring in most production so the budget will go toward **BETTER SPEAKERS/ LIGHTING**, not to save costs!
- D. Buyer shall provide a 4 way crossed over system with cross over points and levels accessible to YMSB's engineer. System shall be up and time aligned at load in. No separate low mid/low boxes. Subs on an aux!
- E. Buyer shall provide 16 ~~Line Array Top boxes~~ (D&B, LAcoustic, JBL, EAW, EV, Meyer) of main speakers AND must be flown or horn level must be at least 15 feet above floor of stage. If smaller venue, EAW 850 rig. ← House system only DTS
- F. Buyer shall provide 8 sub cabinets with at least 2 or 3 18" speakers per cabinet (not flown). SUBS MUST BE ON AN AUX!
- G. Buyer shall provide 4 low profile front fills for front rows. Run in mono
- H. Buyer shall provide 2 pairs delay speakers (flown or trees) run of aux or matrix if sound system is not line array.
- I. Buyer shall provide more than adequate amplifiers to power all house speakers.
- J. Buyer shall provide a 48 channel master snake with 2 separate splits (FOH and monitor) and 7 returns from FOH to stage. Left, Right, Subs, Fills, Comm, Stereo fold back from FOH to monitor world. ← 40 ch snake only DTS
- K. Festivals shall provide separate snake/ fan outs 48 channel snake w/ split fan-out pre-run before changeover. Ez-Lip cover for YMSB FOH & Monitor World. Edison power, quad boxes & sub snakes also needed.
- L. FLY SHOW - Buyers shall provide YMSB backline & Digidesign Profile FOH & S648 Monitor consoles for any YMSB fly in shows. See YMSB FLY Show needs for exact backline. - A, A
- M. Yonder Mountain will provide a Digidesign FOH & Monitor console unless fly gig.
- N. Yonder Mountain will provide house effects, inserts & house playback for YMSB unless fly show.
- O. Yonder Mountain will provide monitors for YMSB only and need monitors, monitor board and split for opening acts.
- P. Buyer shall provide an isolated, secured, covered FOH area 50-100 feet/center from stage no more than 20 feet under balcony.
- Q. Buyer shall provide separate circuits for FOH and Lighting.
- R. Buyer shall provide a drive rack with digital system management w/ access at FOH. Lake, XTA, BBS. No set EAW or DBX.
- S. System shall be up, working and have no phase problems at YMSB load in.
- T. Buyer shall provide FOH, monitors, engineers, monitor console, amps, mics, direct boxes, separate stands and cables for opening act and guests.
- U. Buyer shall provide a stage that must be 32' in width, 24' in length, 4' in height, and padded underneath. ~~Barricades will be set up in front of stage.~~ ← 3'-m... - DTS
Stage must be completely covered for weather. Stage shall not face west if outside.

- V. Buyer shall provide a minimum of 30 working 25' XLR cables, a minimum of 4 working 25' 1/4 cables.
- W. Buyer shall provide power distro and 20-amp circuits with quad boxes for stage power, monitor board, FOH, Lighting and in-ear units' power.
- X. All YMSB stage gear shall remain in place during entire show unless otherwise approved by YMSB. If gear or stands are moved the stage must be clearly marked where the equipment was and put back in place 30 minutes prior to show.
- Y. Whenever there is an opening band, Opener sound levels cannot be higher than (84 db stage volume, 95 db PA volume weighted A at FOH). All opening acts will perform acoustically, without electric distortion, without excessive amp volume, without drums and MUST be approved by Artist management prior to show date.
- Z. Venue to provide ramps to stage and to cover stairs for load in and load out
- AA. Buyer will pay any costs to replace or repair any gear that is damaged from load-in to load-out. This includes the following: Damaged by loaders, electrical problems from house power, water damage, items falling on gear, gear hit by objects thrown from the crowd and faulty staging.

LIGHTING SYSTEM

- A. Buyer shall provide an adequate lighting system to include one downstage/one upstage trusses with a minimum of 96k par cans, 8 gel colors, 8 studio spots, hazer, fan, 12 Mac 700's and lighting console.
- B. A qualified Lighting technician shall be provided from load-in to tear down by buyer. YMSB LD Ted Atwell - [REDACTED] He will advance lighting.
- C. Motor Control, genie lifts or ladders provided to adjust lighting focus points
- D. Buyer shall provide cam lock power for YMSB lighting distro. If cam locks not available, an electrician will be provided to tie in 3 legged tails from YMSB distro
- E. Hazers will be used during YMSB performance. Please adjust any fire alarms or detection alarms for this haze (NOT SMOKE MACHINE!)
- F. All TV's, Screens & monitors shall be off or set to stage camera during performance.

← House Lights system only DTB

7. Hospitality (revised February 2011)

We don't ask for much on our rider, only what we feel we need to feel at home. That being said we do ask that:

1. *the room is fully set-up 1 hour before soundcheck*
2. *food that should be refrigerated, remains that way on a tray*
3. *Coffee is ready from LOAD IN to LOAD out*
4. *There is PLENTY of ice for keeping the beer COLD and some clean for making drinks.*
5. *plates and utensils/cups/glasses/openers, salt pepper, sugar etc. are all in the room*
6. *Cooler w/ice onstage at Monitor Position w/12 pk of beers mixed*
7. *Please keep bags or Boxes to transport items to bus if needed*
8. *40lbs of ice to fill bus wells*
9. *Condiments available (mayo, mustard (SPICY on WEDS), ketchup*
10. *Hot well-balanced meals for minimum for 9. (OR 8 @ \$20.00 food buyout) or as advanced. To be paid at time of Load-IN.*

We strive to keep our rider reasonable and limited to what we actually need on the road in order to keep costs and waste to a minimum. Please advance hospitality with tour manager, and refer to attached "Hospitality Rider" for details.

8. Cancellation

Artist may cancel this agreement only as necessary due to death, illness, injury, to artist or family members, accident, unforeseen road conditions, airline delays, or other proven detentions and force majeure beyond artist's control. If this is an outdoor performance, Talent Buyer must ensure the safety of Artist and its equipment. If in Artist's reasonable judgment, the conditions are unsafe to perform, then Artist may decline to perform with no penalty and full payment shall be due and owing pursuant to this contract. Artist may be asked to delay for no more than one hour in the event of inclement weather.

9. Arbitration

All disputes under this Agreement may be resolved by binding Arbitration under the rules of the Colorado Arbitration Act at Artist option. Venue for resolving disputes shall be in Boulder, Colorado applying Colorado law. The prevailing party shall be entitled to judgment including all costs, interest, and reasonable attorney fees.

10. Full Agreement

This Agreement, and any attached riders, tech rider/stage plot, are the full understanding of the parties. There shall be no modifications except in writing signed by both parties. Faxed copies shall have the same effect as originals.

The undersigned has authority to sign this agreement and bind the parties thereto.

Contract must be signed and returned, fully completed, with

- * deposit
- * written directions
- * parking and loading instructions
- * confirmation of production requirements
- * load-in/sound-check/performance times

by due date on face of contract or contract shall become null and void at Artist's option.

Agreed and Accepted:

BY:

Artist

Date

BY:

Buyer

Date

Handwritten signature in blue ink over a horizontal line, with the date "3.3.15" written to the right.

Security Requirement for YMSB
"We do it right-'cause we have you!"

We would like to thank the staff in advance for providing quality professional service at our show. These few tips and guidelines will help everyone; (the staff, the patrons, crew and artists) have a great show. If at anytime, you have any questions; please ask the Tour Manager, or any member of our crew.

Our Fans tend to be a very excited bunch of people who are very passionate about the band and the music. They tend to like to dance quite a bit and you may find they can block important fire egresses, isle etc. When these situations are present, we ask that you approach our fans - your clients - with a POLITE yet FIRM voice.

- Protect your egresses per your venues fire codes.
- Follow ALL Security Pass Sheet Requirements. (Provided to the HOS.)
- **1 Backstage security MUST be posted at Load In Time.**
- **Backstage areas are expected to be clear of ALL patrons AND staff, w/o proper credentials.** (Please contact the TM for any credentials that you may need for any non-security staff that need to have access to do their work. It makes YOUR job easier, and makes US feel more at ease.
- ~~A barricade must be provided for stages lower than 4 ft.. All security staff should be trained at barricade enforcement, or properly advised by the Tour Manager. We assume all Patrons jumping on the stage as a threat, and expect them to be properly ejected from the venue.~~
- Non-Professional photos may be taken at anytime during the performance.
- **NO PROFESSIONAL PHOTOGRAPHY IS ALLOWED UNLESS ADVANCED PRIOR THROUGH THE BOOKING AGENCY, MANAGEMENT OR TOUR MANAGER.**
- **NO VIDEO IS ALLOWED AT ANYTIME**
- **TAPING IS ONLY ALLOWED PER OUR FOH, OR TOUR MANAGERS REQUIREMENTS. (May change for each venue)**
- **MOST IMPORTANTLY-NOTHING SHOULD BE THROWN ON, TOWARDS OR IN THE GENERAL DIRECTION OF THE STAGE. WE TAKE THIS VERY SERIOUSLY AND ASK THAT THE PERPATRATORS BE EJECTED FROM THE VENUE IMMEDIATELY. THE BAND WILL STOP THE PERFORMANCE.**

Once again Thank you for Providing a safe/comfortable environment for us as well as your patrons/fans. ENJOY!

YONDER MOUNTAIN STRING BAND TECH ADVANCE

YMSB ROAD MANAGER – Show advance/ load in/ merch/ hospitality

Mark Nicolella: [REDACTED]

YMSB FOH ENGINEER/PRODUCTION MG – Sound and light info

[REDACTED]

[REDACTED] LIGHTING DIRECTOR/DESIGNER –

[REDACTED]

PARKING ACCOMMODATIONS –

YMSB will be traveling in a bus with trailer. Buyer shall provide and pay for overnight parking next to venue, with a runner available for bus driver and misc.

YONDER MOUNTAIN STRING BAND WIRE/TAX INFORMATION



Yonder Mountain String Band Contacts

Booking: Aaron Pinkus / Paradigm

apinkus@paradigmagency.com
831.975.4889

Manager: Vince Iwinski

vince@womanaage.net

Road Manager: Mark Nicoella



Production/ FOH: Ben Hines



Merchandise - Brian Langeliers



YONDER MOUNTAIN STRING BAND TECH ADVANCE

YMSB ROAD MANAGER - Show advance/ load in/ merch/ hospitality

Mark Nicoella - 

Yonder Mountain String Band Hospitality Rider
-All items pre-shopped and available at Load In-

Meals Buyout - 10 @ \$25 at load in to Tour Manager.

Coffee/Tea Selection - Load In to Load Out with Cream, Sugar, Spoons in Green Room

Water - (3) 24 bottle case of 16 oz. water, 1 on stage at Monitor Position, 1 in green room, 1 on bus. All water to be kept at room temperature

Ice - 40 lbs. of ice for the bus AND 20 lbs. of ice for coolers and clean drink ice in green room

Towels - 12 Clean Hand Towels, 12 Black Stage Towels, If Showers available (20) Clean Bath Towels (NO BAR RAGS)

Food

- o 1 lb. of Local Premium Coffee - Ground
- o Assorted FRESH Berries or Fruit, 1 bunch Bananas, 3 Limes
- o Small Organic Yogurt (4) Strawberry and Blueberry (THU sub EZ-Mac Original Flavors in Microwavable Containers)
- o Bags of Chips(2) - Wavy Lays, Doritos, Ruffles or Kettle Chips
- o Cookies - 1 bag/box Pepperidge Farm Chocolate Chunk or Assortment, 1 bag gluten free cookies (Udi's or like)
- o Veggie Tray- Organic
- o Deli Meats and Cheeses (Boars Head or Equivalent - Sliced)
 - o ODD DAYS ½ lb. Peppered Turkey & ¼ lb. Hard or Sharp Cheddar
 - o EVEN DAYS ½ lb. Roast Beef & ¼ lb. White American Cheese
- o Loaf of Whole Grain White Bread
- o Condiments and Supplies - Hellman's Mayo, French's Mustard, Heinz 57 Ketchup, 24 Plastic Solo Cups, Coffee Cups with Lids, Disposable Plates, Knives, Spoons, Napkins

Late Night Food-Tacos, Pizza, Chinese... Please have menus available

Coolers (Provided by YMSB) Need Stocked and with fresh ice 1 hour before doors. Cooler stock is to come from the below list and not in addition to.

STAGE COOLER - 6 beers, 2 cokes FOH COOLER - 6 Corona, 4 Waters, 2 Red Bulls, 1 Coke

Drinks- Non Alcohol

- o (8) 1 Liter PELLEGRINO Mineral Water (ESSENTIAL & BRAND SPECIFIC)
- o (4) Starbucks Double shot Espresso and Cream
- o (2) Cans of Red Bull
- o 12 pk of Coke, 6 pk Canada Dry Ginger Ale, 6 pk Root Beer bottles
- o (4) Assortment of Odwalla, Samantha's or Naked Fresh Juices
- o ½ gallon Cranberry Juice
- o 17.5 oz. Can of Amy and Brian's Natural Coconut Juice

Drinks- Alcohol

- o Bottled Beer - Case Corona, 12 pk Coors Original (NOT LIGHT), 6 pk Local Microbrew
- ~~o Spirits - 750 mL Bottles - (1) Knob Creek or Woodford Reserve Whiskey, (1) Stolichnaya Vodka, (1) Dewars Scotch~~

YONDER MOUNTAIN BACKLINE NEEDS

BASS RIG:

AMPEG SVT AMP HEAD with XLR OUT
AMPEG SVT 8X10" CABINET
1/4 INCH AND NEUTRIK CABLES TO CONNECT ALL
4 RADIAL J48 ACTIVE DIRECT BOXES
ELECTRIC FENDER P-BASS WITH STRAP & STAND
PRACTICE BASS AMP, ELECTRIC BASS & CABLE IN GREEN ROOM

MONITOR WORLD:

**8X SENNHEISER EW 300 IEM G3 TRANSMITTERS AND
RECEIVERS WITH ANTENNA COMBINERS & PWS HELICAL
ANTENNAS/BNC CABLES - IN EAR MONITORS
AVID/DIGIDESGN VENUE SC48 WITH 16 XLR OUTS
12 CHANNEL XLR LOOM TO CONNECT CONSOLE & IEM'S
CRANE SONG PLUG-IN'S INSTALLED

Horse
Sound System
only

FOH:

AVID/DIGIDESIGN PROFILE WITH WAVES 9 INSTALLED. 3 1/4 OUTS
FOR RECORDING. SUBS ON AUX!!!

STAGE:

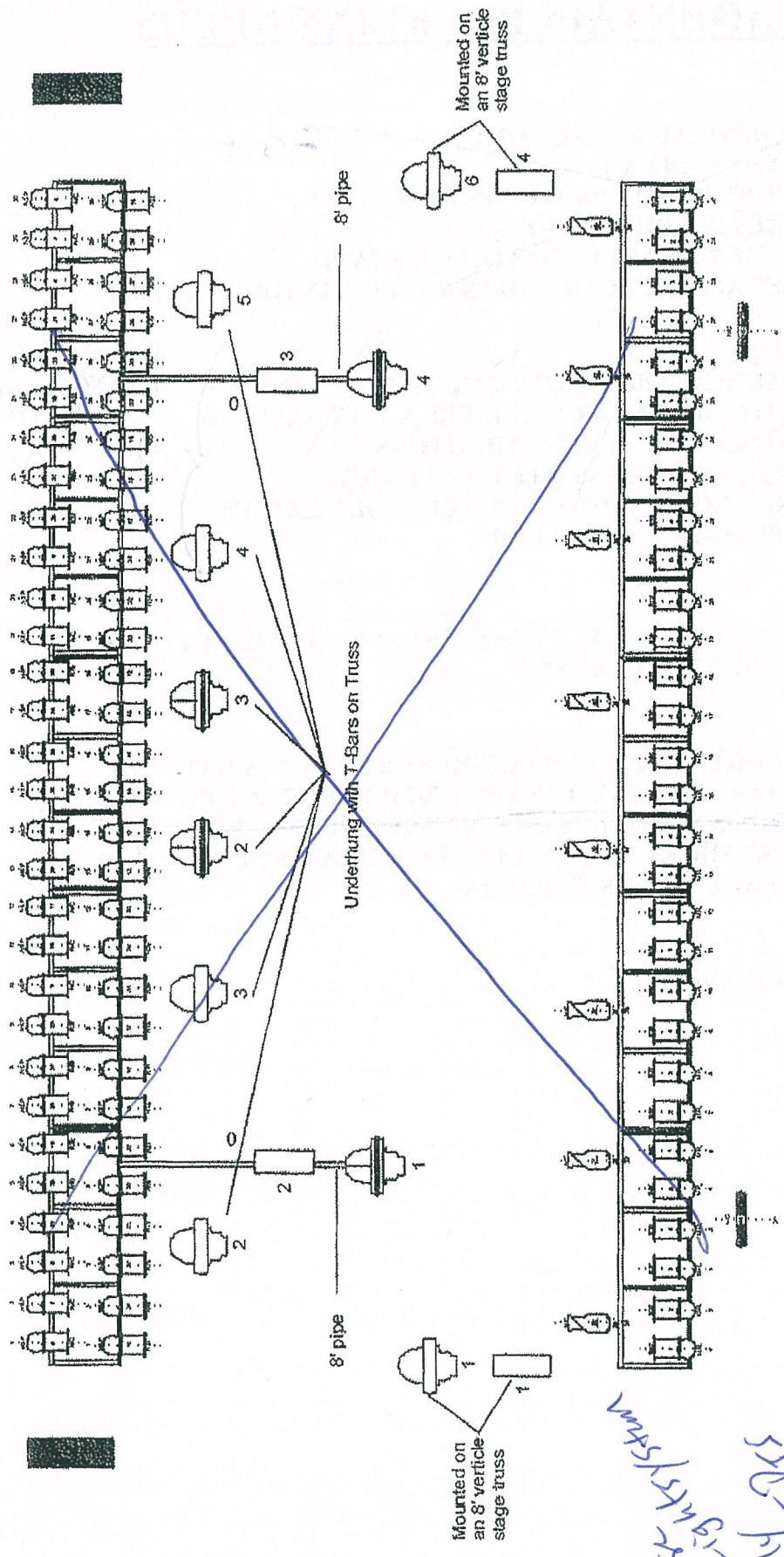
48 CHANNEL SNAKE W/ 16 & 12 CHANNEL SUB SNAKES/SPLIT
6 EDISON 120V US OUTLETS TO BE PROVIDED FOR STAGE POWER
~~6 LOW PORTABLE HIGH POWERED BLOWER FANS FOR BAND~~
12 TALL BOOMS/2 SHORT W MIC CLIPS. 3 SM57'S & 2 SM81'S
CARPET FOR STAGE. COVER FOR RAIN.

DT8
40ch

Ben Hines

Production Manager/F.O.H. Engineer

██████████
████████████████████

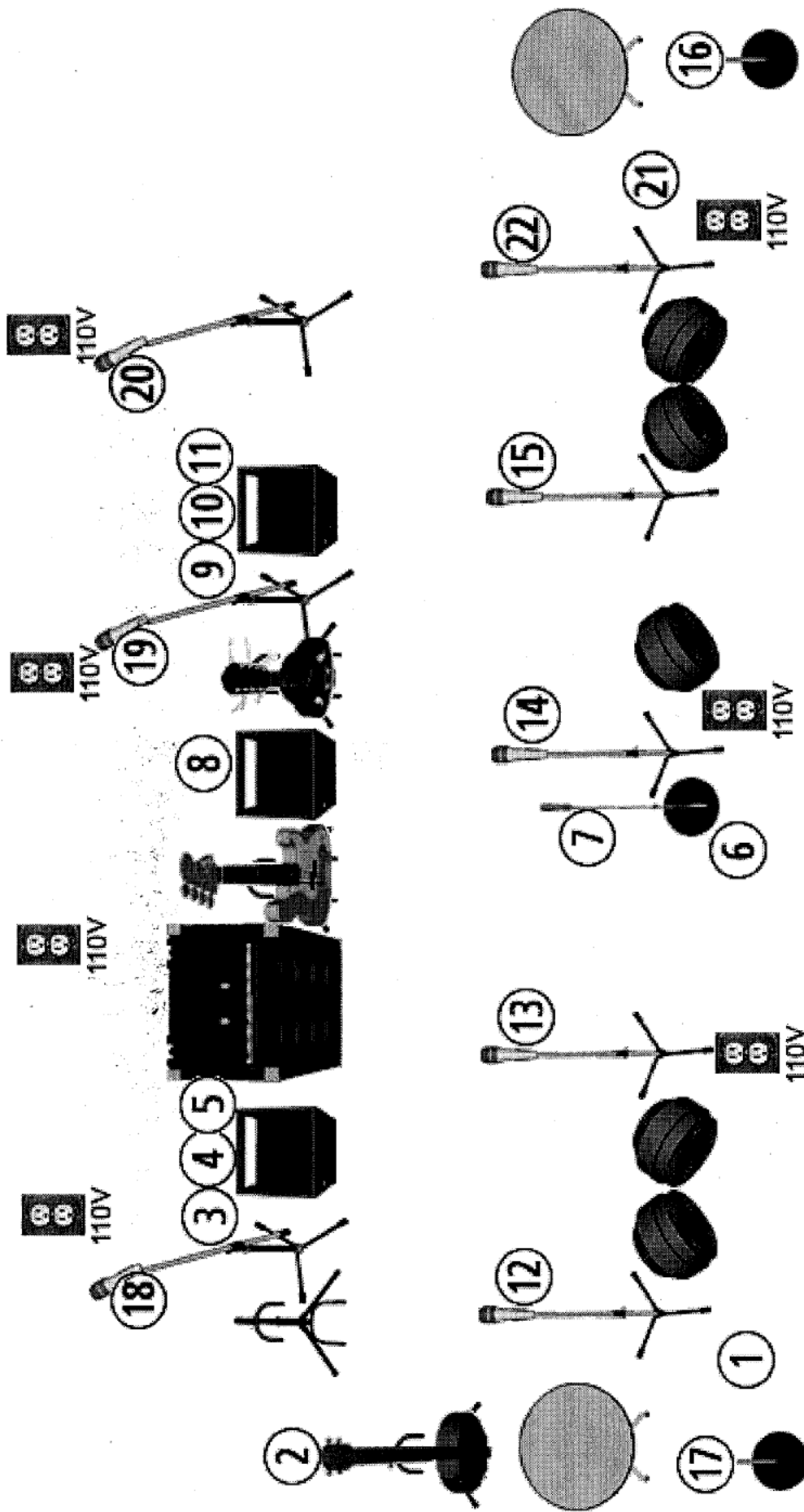


Handwritten notes in blue ink:

House Light System

Only 5





- 1. Banjo DI
- 2. Banjo DI 2
- 3. Bass Amp
- 4. Bass Click
- 5. Electric Bass
- 6. Mando DI
- 7. Mando Mic
- 8. Octave Mando
- 9. Dr. Rythym
- 10. GTR Pickup

- 11. GTR Mic
- 12. Banjo Vox
- 13. Bass Vox
- 14. Guest Vox
- 15. Adam Vox
- 16. AUD SL
- 17. AUD SR
- 18. Talkback SR
- 19. Talkback Center
- 20. Talkback SL

- 21. Fiddle DI
- 22. Fiddle Vox
- 23. Guest DI/MIC 1
- 24. Guest DI/MIC 2
- 25. Guest DI/MIC 3
- 26. Guest DI/MIC 4
- 27. Guest DI/Mic 5
- 28. Guest DI/Mic 6
- 29. Guest DI/Mic 7
- 30. Guest DI/Mic 8



YMSB PATCH SHEET

#	INSTRUMENT	INPUT	SUBSNAKE	FOH	MONITOR
1	BANJO 1	TONEBONE DI	1 DNSTAGE	1	1
2	BANJO 2	DIRECT BOX	1 UPSTAGE	2	2
3	BASS DI	J48	2 UPSTAGE	3	3
4	BASS CLICK	J48	3 UPSTAGE	4	4
5	BASS 2	J48	4 UPSTAGE	5	5
6	MANDO DI	XLR	2 DNSTAGE	6	6
7	MANDO MIC	NEUMANN 105	3 DNSTAGE	7	7
8	OCTAVE MANDO	DIRECT BOX	5 UPSTAGE	8	8
9	DRUM MACHINE	WHIRLWIND DI	6 UPSTAGE	9	9
10	GTR PICKUP	PENDULUM L	7 UPSTAGE	10	10
11	GTR MIC	PENDULUM R	8 UPSTAGE	11	11
12	BANJO VOX	NEUMANN 105	4 DNSTAGE	12	12
13	BASS VOX	NEUMANN 105	5 DNSTAGE	13	13
14	MANDO VOX	NEUMANN 105	6 DNSTAGE	14	14
15	GTR VOX	NEUMANN 105	7 DNSTAGE	15	15
16	AUD MIC SL	SM 81	8 DNSTAGE	16	16
17	AUD MIC SR	SM 81	9 DNSTAGE	17	17
18	TALKBACK SR	SHURE 57	9 UPSTAGE	XXX	18
19	TALKBACK CENTER	SHURE 57	10 UPSTAGE	XXX	19
20	TALKBACK SL	SHURE 57	11 UPSTAGE	XXX	20
21	FIDDLE DI	DIRECT BOX	10 DNSTAGE	21	21
22	FIDDLE VOCAL	NEUMANN 105	11 DNSTAGE	22	22
23	GUEST DI/MIC 1	HOUSE DI/MIC	12 DNSTAGE	23	23
24	GUEST DI/MIC 2	HOUSE DI/MIC	13 DNSTAGE	24	24
25	GUEST DI/MIC 3	HOUSE DI/MIC	14 DNSTAGE	25	25
26	GUEST DI/MIC 4	HOUSE DI/MIC	15 DNSTAGE	26	26
27	GUEST DI/MIC 5	HOUSE DI/MIC	???	27	27
28	GUEST DI/MIC 6	HOUSE DI/MIC	???	28	28
29	GUEST DI/MIC 7	HOUSE DI/MIC	???	29	29
30	GUEST DI/MIC 8	HOUSE DI/MIC	???	30	30

**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.

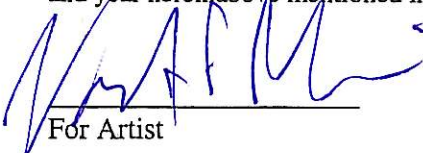
10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider 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