

**MATISYAHU | Van Duzer Theatre | Arcata, CA | Wed, Nov 4, 2015**

Agent: Kevin Kastrop | KKastrop@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Tuesday, July 28, 2015 by and between MATISYAHU MUSIC, INC. F/S/O MATISYAHU ("ARTIST COMPANY"), which shall furnish the services of MATISYAHU ("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): Wednesday, November 4, 2015  
 DOORS: 7:30PM  
 ARTIST TIME: 8:00PM  
 CURFEW: 12:00AM

ANNOUNCE: ~~08-03-2015~~ Mon **6/15/15**  
 PRE-SALE: 06.15.2015 Mon  
 ON SALE: ~~08-07-2015~~ Fri 12:00PM (PST) **8/3/15**  
 AGES: All Ages

**2. COMPENSATION:**

\$ 15,000.00 guaranteed to ARTIST (the "Guarantee").  
 PLUS 85% of the Gross Box Office Receipts after all approved and documented expenses and a promoter profit of 15% on expenses.  
 PURCHASER to provide and pay for all ARTIST rider requirements, as specified and approved by ARTIST.

**3. PAYMENT TERMS:**

No deposit due. 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 overage 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 preceding the Engagement.~~

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

**4. PRODUCTION:**

PURCHASER to provide and pay for House Sound and Lights, approved by ARTIST.

ANY PERCENTAGE PAYMENTS MADE BY UNIVERSITY CHECK MAILED FOLLOWING BUSINESS DAY \_\_\_\_\_

**5. BILLING:**

100% Sole Headline  
 "An Intimate Evening with MATISYAHU"/ No support/

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

**6. TICKET SCALING AND PRICES:**

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL
General Admission	812	-	41.00	33,292.00
Student	0	-	15.00	0.00
<b>CAP: 812</b>	<b>TOTALS:</b>	<b>812</b>	<b>0</b>	<b>\$ 33,292.00</b>
SCALING NOTES				GROSS POTENTIAL
Season discounts may apply (10%-30%) ARTIST to receive 20 comps.				

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

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

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7. **EXPENSES:**

EXPENSE	DESCRIPTION	TOTAL
Artist	MATISYAHU	15,000.00
Lights	-	750.00
Sound	-	1,500.00
Security/Ushers	-	750.00
Advertising	-	1,500.00
Hospitality	-	750.00
Credit Card %	3%	660.00
Van Rental	-	150.00
Runner	-	95.00
Stagehands	-	750.00
Building Rent	-	725.00
Box Office Admin	-	500.00
		<b>\$ 23,130.00 EXPENSES</b>

8. **MERCHANDISE:**

80% SOFT.  
90% RECORDED.  
VENUE sells.

9. **CONTACT DETAILS:**

**ARTIST:** **MATISYAHU**  
Matsiyahu Music, Inc. f/s/o Matsiyahu  
810 Seventh Avenue  
Suite 1701  
New York, NY 10019

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

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

**MARKETING CONTACT:** **Van Duzer Theatre**  
Humboldt State University  
1 Harpst Street  
Arcata, CA 95521  
707-826-4411  
roy.furshpan@humboldt.edu  
**Michael Moore**  
707-826-3928  
mgm8@humboldt.edu

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

10. **SPECIAL PROVISIONS:**

**HOTEL PROVISION:** When provided by PURCHASER, hotel accommodations must be, at the minimum, Four-Stars and approved in advance by ARTIST management.

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**11. ATTACHMENTS:**

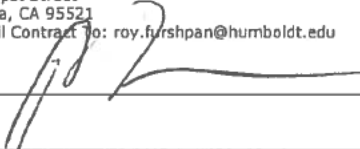
PURCHASER shall fully comply with and abide by all of the terms and conditions set forth in ARTIST'S RIDER, attached hereto and incorporated herein by this reference, at PURCHASER's sole cost.

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: roy.furshpan@humboldt.edu

By  \_\_\_\_\_  
Its \_\_\_\_\_

**ARTIST**

~~Matthew Miller~~ HELEN BULLETT  
Matisyahu Music, Inc. f/s/o Matisyahu  
810 Seventh Avenue  
Suite 1701  
New York, NY 10019

  
By  \_\_\_\_\_  
Its BUSINESS MGR \_\_\_\_\_

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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.

# **MATISYAHU - UNPLUGGED**

## **CONTRACT RIDER**

If you have received this rider after JANUARY 31, 2015, please contact the tour manager at

the address below to receive an updated rider.

**BEFORE LOCKING IN ANY PRODUCTION OR HOSPITALITY, PLEASE COMMUNICATE**

**WITH MANAGEMENT/PRODUCTION MANAGER. WE WANT TO HELP YOU SAVE AS MUCH MONEY ON PRODUCTION AND FOOD AS POSSIBLE WHILE MAINTAINING THE**

**QUALITY EXPERIENCE THAT MATISYAHU WOULD LIKE TO GIVE HIS FANS AND HIS STOMACH.**

### **CONTACTS:**

#### **ARTIST MANAGEMENT:**

David Serber



#### **LIGHTING:**

Alexandra Gagnon



#### **BUSINESS MANAGEMENT:**

Helen Burnett

Nigro, Karlin, Segal & Feldstein, LLP



## **CONTENTS**

**I. GENERAL CONDITIONS**

**II. LABOR & SCHEDULE**

### III. HOSPITALITY/DRESSING ROOMS/OTHER PRODUCTION

### IV. TECH RIDER: AUDIO and LIGHTING REQUIREMENTS

### V. SET REQUIREMENTS

Matisyahu Rider thru JANUARY 31, 2015

3

## I. GENERAL CONDITIONS

If there are any inquiries or problems in fulfilling any of these requirements set forth in this rider,

please do not hesitate to contact us so that we may discuss any relevant information. Any conditions that cannot be met must be discussed with **ARTIST's representatives listed in the**

**contacts section of this document.**

### BILLING:

**ARTIST** shall receive 100% headline billing in all publicity and advertising and the phrase "**UNPLUGGED**" must be used in association with any mention of the show. **ARTIST** will provide

logos, posters, etc. as needed and available. Please make sure these are used. Please make

sure that "MATISYAHU" is spelled correctly in all publicity and advertising.

### PAYMENTS AND DEPOSITS:

All payments shall be received by date(s) specified on contract. All final settlements on show

date MUST be made in ~~cash, certified check, money order, or other method as per advance~~ <sup>as amended - M</sup> ALL PAYMENTS BY UNIVERSITY CHECK with

Tour Manager. Checks or money orders to be made payable to: "MATISYAHU MUSIC INC".

Tax



~~If final settlements are made via wire transfer please check with the tour manager to make sure~~

you have the correct account information

### SETTLEMENT:

Purchaser shall follow common industry practices and ethics for selling tickets, verifying gate

receipts, and justifying all expenses to the reasonable satisfaction of **ARTIST** and its representatives. Purchaser shall provide receipts for all expenses or expect that they will not be

accepted as show costs.

### CANCELLATION:

**ARTIST** reserves the right to cancel or postpone this engagement up to thirty (30) days prior to performance. **ARTIST** does not cancel engagements without a valid reason.

### **FORCE MAJEURE:**

**ARTIST's** obligation to perform this engagement is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, acts of higher beings, riots, strikes and all other events out of the **ARTIST's** control. Provided **ARTIST** is ready and willing to perform, the **PURCHASER** shall compensate **ARTIST** in full, regardless of aforementioned events.

### **INCLEMENT WEATHER:**

Inclement weather shall not be deemed a force majeure occurrence, and **PURCHASER** shall be responsible for payment in full, even if performance is prevented by poor weather. If the show is scheduled outdoors, please have indoor alternative  
Matisyahu Rider thru JANUARY 31, 2015

4

### **INDEMNIFICATION:**

**PURCHASER** agrees to indemnify and hold harmless, **ARTIST** and their employees, contacts and agents from and against all claims, costs, damages, liabilities, losses or judgments arising out of, or in connection to any claim, demand or action made by any third party as sustained by direct or indirect consequence of this engagement. **PURCHASER** shall also indemnify and hold harmless, **ARTIST** and their employees, contacts and agents from and against all claims, costs, damages, liabilities, losses or judgments pertaining to the loss or destruction of **PURCHASER's** or contractor's equipment at the venue. All changes to this rider and attached contract must be in writing and initialed by both the **ARTIST** and **PURCHASER**. Unless waived, all terms and provisions herein shall be agreed to, and provided by **PURCHASER**.

## **II. LABOR & SCHEDULE**

**PURCHASER** is responsible to provide all staff and labor for the successful completion of this

even including but not limited to box office personnel, ushers, security, cleaners, stage manager, production manager, loaders, stage hands, runner, house systems audio tech, monitor engineer, lighting designer.

### **LOAD IN/ACCESS TO VENUE:**

Artist load in is generally 4hrs before doors. Please allow the artist and crew access to the venue

1 hour before load in.

### **SECURITY:**

**PURCHASER** shall provide at his sole cost professional security for safety of **ARTIST**, crew, equipment, and audience from arrival time until departure time. This includes the bus, on stage, backstage, all areas

between and all areas of the venue where the **ARTIST'S** equipment and possessions are kept. All backstage security must be informed that they will be working under the direction of the **ARTIST'S** Production and Tour Managers.

In the event that **ARTIST** and their personnel, equipment, transportation, or hotel become threatened by riot or any other security lapse, or if any situation arises in which continuation of the engagement is deemed dangerous by **ARTIST'S** management, **ARTIST** shall have the right to cancel or discontinue the

performance and shall be deemed to have fulfilled all contractual obligations of the agreement.

**PURCHASER** shall have absolute liability for the actions of the security personnel at the venues and

**PURCHASER'S** insurance, to which the **ARTIST'S** party is an additional insured party, shall cover all

liabilities related to such personnel. **PURCHASER** agrees to indemnify and hold harmless the **ARTIST'S**

party from any and all liability, cost, damages, expenses, lost revenue, and claims related to purchaser's

provision of security.

Under NO circumstance shall security shall use excessive force or violence to govern the crowd.

**Artist's** Tour Manager will meet with the venue representatives and the head of security prior to doors

being opened to brief them on **ARTIST'S** passes and policies.

### **FIRST AID:**

**PURCHASER** will arrange with local authorities to have adequate medics and safety personnel

on hand at the venue consistent with the capacity of the venue and should alert Tour Manager of



their positions.

Matisyahu Rider thru JANUARY 31, 2015

5

### **III. HOSPITALITY / DRESSING ROOM / CATERING**

#### **DRESSING ROOMS:**

**BACKSTAGE AND DRESSING ROOMS MUST BE CLEANED BEFORE LOAD IN.**

Please provide two (2) lockable dressing rooms.

The dressing rooms should be accessible without having to walk thru main floor of the venue.

They must be lockable and the key must be given to the Tour Manager. *TM*

**DRESSING ROOM 1** marked "**MATISYAHU PRODUCTION**" with couches or comfortable chairs for Six (6), and a private bathroom with shower. Please provide a mirror, garment rack (or

suitable place to hang stage clothing), electrical sockets, and an EMPTY rubbish bin.

**PRODUCTION OFFICE** Please provide (1) Lockable Production office with three (3) comfortable

chairs and a large table or desk with electrical outlets, phone lines, and WI-FI. *TM*

#### **CATERING/HOSPITALITY**

Please provide the catering budget (\$500) in cash in lieu of any meals or hospitality items.

This

will be spent at the direction of the artist Tour Manager. It will include dressing room hospitality

and meals. A shop will be needed and the receipts and balance of cash will be collected by Tour

Manager who will direct further food or meal needs and pay for them from that cash.

#### **TOWELS**

10 large clean & lint-free towels

4 DARK SMALL STAGE towels

**PLEASE DELIVER TO TM/PRODUCTION OFFICE AT LOAD IN**

Matisyahu Rider thru JANUARY 31, 2015

6

#### **OTHER PRODUCTION/DAY OF SHOW:**

##### **ACCESS PASSES:**

**ARTIST's** band & crew will have tour laminates and passes for guests & support. House passes

may be needed. Tour Manager will go over all credentials in the security meeting. Any and all

house passes must be cleared with Tour Manager.

## **SOUNDCHECK:**

- **ARTIST** requires at least 60 minutes for sound check. **NO MEMBER** of the public shall be allowed into the venue until sound check has been completed to the satisfaction of the Tour Manager and/or Production Manager. **ARTIST** has right of first set up for **ARTIST** backline and

**ARTIST's** gear should not be removed or relocated unless agreed to by the Production Manager.

## **DOORS:**

Under no circumstances will **PURCHASER** allow venue doors to open earlier or later than advance with Tour Manager and Production Manager, unless express permission has been given by Tour Manager or Production Manager. **PURCHASER** should notify Tour Manager or

Production Manager of intent to open doors and receive permission before doing so.

## **OTHER ENTERTAINMENT:**

No TV or video screens, radios, CD players, or jukeboxes of any kind shall be on during **ARTIST'S** performance. No exceptions will be made to this rule without **ARTIST** consent, unless

it is a video screen of the performance for persons sitting in locations in far proximity to the stage,

per advance with **ARTIST**.

## **MERCHANDISE:**

**PURCHASER** shall provide tables and chairs in a well-lit, high-traffic area with an electrical outlet

in the venue. **PURCHASER** or **VENUE'S** Merchandise handler shall liaise with **ARTIST** merchandise rep Chris Sorenson / [REDACTED] to advance shipping, sale, and merchandise settlements.

Matisyahu Rider thru JANUARY 31, 2015

7

## **AUDIENCE ON THE STAGE:**

Near the end of the set **ARTIST** may invite members of the audience on stage with him.

**ARTIST's** crew will work with house personnel in making this problem-free.

## **AUDIENCE TAPING AND PHOTOGRAPHY:**

Non-professional photography, audio and video are allowed by the general audience.

**ARTIST** will have fan club "tapers" with their own professional recording equipment and will be

operating for the duration of our show.

## **MEDIA PHOTO/VIDEO POLICY:**

With proper credentials, policy is as follows:

**PHOTO:** First 3 songs, **NO FLASH VIDEO:** First two songs  
**MEDIA MAY ACCESS BARRICADE AREA ONLY, NO STAGE ACCESS. ALL MEDIA MUST BE PRE-APPROVED BY ARTIST'S MANAGEMENT.**

In venues where audio/visual equipment has been installed, **ARTIST** has the right to inspect such equipment at any time to determine if any part of the show has been recorded. No part of

the show, nor the set up or tear down thereof may be recorded without prior written permission of

the **ARTIST'S** management. Security shall confiscate media being illegally shot during **ARTISTS**

performances and hand it over to the **ARTIST'S** Tour Manager or Production Manager before the

show ends. This includes all unauthorized video recordings and photos taken during the show.

Matisyahu Rider thru JANUARY 31, 2015

8

## **IV. TECH RIDER**

### **AUDIO REQUIREMENTS:**

PURCHASER will provide a professional quality full range PA system consisting of the following:

**PA SYSTEM** ← *House PA ONLY*

Please use a reputable production company to supply the audio for our performance.

L'acoustic,

D&B, Meyer, PA and monitors are acceptable. Please include one 2 X 18" SUB box per side.

Matisyahu's production staff must approve all production. **NO PROPRIETARY BOXES WILL BE**

**ACCEPTED.**

**CONSOLE** ← *House Analog consoles only*

Please provide Avid SC48 or Digico SD8.

### **MONITORS**

We will require a monitor console and monitor engineer. We will require 4 monitors on 2 mixes.

**NO PROPRIETARY BOXES WILL BE ACCEPTED.**

### **INPUT LIST**

1. GUITAR AMP
2. VOX - Sennhieser 935 (provided)
3. VOX (MONITOR SEND) - please provide a "Y" cable to split the VOX.

4. REV - M1 (or equivalent reverb)

**MISCELLANEOUS NEEDS**

- 1 Bar Stool (Black, no arms)
- 1 Tall Boom Stand
- 1 Small, circular or square table
- Power Drop – 2x Front and 1x Back of Stage

**MICROPHONES & STAGE POWER**

See "STAGE PLOT" for stage power requirements and MICROPHONES needed.

**PURCHASER** will provide all rigging, hoists, cable, hardware, spares, delivery/pickup, labor etc.

and all necessary components to comprise a complete and working audio system.

Matisyahu Rider thru JANUARY 31, 2015

9

**LIGHTING** — *House lighting only DTS*

**LIGHTING FIXTURES:**

Overhead

~~5 Color Kinetic Colorblaze 48~~ *DTS*

6 conventional lights min 500 watts each (par 64, Leko, Fresnel etc)

Floor

~~6 Vari\*Lite VL3000 Spot~~ *DTS*

1 – REEL EFX DF-50 Hazer

**LIGHTING CONTROL:**

Production travels with Lighting Console

~~Provide backup console (HOG IPC or Road Hog Console) + DMX switcher~~ *Element only DTS*

FOH Position: 1 – 8' x 8' x 1'h riser; located within 100' of the stage at center house with unobstructed view of stage and lighting

*Side DTS*

**INTERCOM:**

1 - Six Station Clear-Com system with the following locations: o 2 – LD FOH - single muff o 1 -

Backstage at dimmers – double muff o 1 – house light position – double muff

**SYSTEM SUPPORT:**

**PURCHASER** to provide all rigging, dimming, distro, feeder, signal distribution, hoists, cable,

hardware, work lights, houselights, spares, delivery/pickup, etc. and all necessary components to

comprise a complete and working lighting system per artist approval. **PURCHASER** will procure

all necessary permissions to install said system and to operate atmospheric effects in venue.

**PRODUCTION STAFF & LABOR**

**PURCHASER** will provide professional staff to deliver audio and lighting systems in complete and perfect working order. **PURCHASER** provided audio & lighting systems as per **ARTIST** requirements set forth herein. This labor cannot be the same as those required by **ARTIST** production OR must be made available to **ARTIST** Production Manager on a first priority basis.

**ARTIST** production requires a minimum of 0 loader on the in, 0 on the out, 1 on throughout, 1

system tech, 1 LD, and 1 runner which are exclusive of any and all house heads, union stewards

or vendor supplied technicians. **PURCHASER** will inform **ARTIST** Production Manager of any

and all local restrictions, rules, regulations & whether or not the crew is part of a union.

**PURCHASER** must clear all crew cuts or changes with **ARTIST** Production Manager.

**ARTIST**

production will load in approximately 4hrs prior to doors. Prior to **ARTIST** load in purchasersupplied

lights, sound and backline must be set and good working order and stage clear except if advanced differently.

Matisyahu Rider thru JANUARY 31, 2015

10

## **SET REQUIREMENTS**

### **STAGE:**

Dimension: 20'w x 20'd x 4'h (from orchestra floor). Stage must be safe, level and free from defect. All stairs and edges must have a sturdy railing.

We will be hanging five scrims from two batons above the stage. Our LD will coordinate specific

details with venue production manager in the advance.

### **RISERS:**

No risers required.

### **BACKLINE**

All gear must be in **PERFECT** working condition and have all parts.

1 VOX AC30 **OR** Fender Super Reverb **OR** Fender Deluxe Reverb

1 Gibson Les Paul w/Strap + New Strings (alternate per advance)

Matisyahu Rider thru JANUARY 31, 2015

11

# MATISYAHU

## ACOUSTIC DUO 2014

Aaron

Electric  
Matisyahu  
VOX

**LEGEND**

Artist Chair  
Power – quad box  
Monitor  
Table  
Mic Stand

**INPUT LIST**

1. GUITAR AMP
2. VOX - Sennhieser 935 (provided)
3. VOX (MONITOR SEND) - please provide a "Y" cable to split the VOX.
4. REV - M1 (or equivalent reverb)

Please provide Power, XLR Cables, 1 black stool,  
and Mic Stands.

**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.

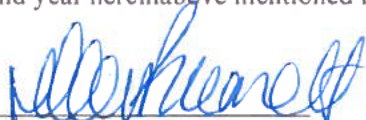
10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider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

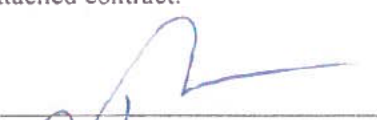
12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee.

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