PERFORMANCE CONTRACT | # 54033 | PAGE 2 OF 4

404 WEST FRANKLIN ST.

MONTEREY, CA 93940

831-375-4889

831-375-2623 FAX

AFH LIC # 008129 NOV 4, 2014

#### REBELUTION | Humboldt State University | Arcata, CA | Saturday, March 7, 2015

Agent: Aaron Pinkus | apinkus@paradigmagency.com

#### 7. TICKET SCALING AND PRICES:

DESCRIPTION		QUANTITY	COMP	PRICE	TOTAL	
Student		2,000		25.00	50,000.00	•
General Public		0	•	30.00	0.00	
CAP: 2,000	TOTALS:	2,000	0		\$ 50,000.00	<b>GROSS POTENTIAL</b>
CCALING NOTES						

#### 8. **MERCHANDISE:**

SOFT: 90.0% CD/DVD: 100.0% ARTIST SELLS

#### 9. CONTACT DETAILS:

ARTIST:

REBELUTION

REBELUTION Rebelution, LLC. I/s/o Rebelution 629 S. Nevada St. Oceanside, CA 92054 512-478-7211

PURCHASER:

CenterArts/Humboldt State University

1 Harpst Street Arcata, CA 95521 707-826-3928 carts@humbokt.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@humboidt.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

SPECIAL PROVISIONS: 10.

PRODUCTION:

PURCHASER to provide and pay for local stacks, racks and conventional local lighting per ARTIST

specification.

IN-HOUSE SOUND, LIGHTS & PRODUCTION,

#### ATTACHMENTS: 11.

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.

PERFORMANCE CONTRACT | # 54033 | PAGE 1 OF 4

404 WEST FRANKLIN ST.

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## REBELUTION | Humboldt State University | Arcata, CA | Saturday, March 7, 2015

Agent: Aaron Pinkus | apinkus@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Tuesday, November 4, 2014 by and between REBELUTION, LLC. F/S/O REBELUTION ("ARTIST COMPANY"), which shall furnish the services of REBELUTION ("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:

#### ENGAGEMENT / VENUE: 1.

VENUE:

**Humboldt State University** 

UNIVERSITY RIDER IS MADE AN INTEGRAL

West Gymnasium Union Street

Arcata, CA 95521 United States

SUPPORT:

ADDRESS:

GONDWANA JEREMY LOOPS

DATE OF SHOW(S):

Saturday, March 7, 2015

DOORS:

8:00PM

TBA PER ADVANCE - JEREMY

ANNOUNCE: PRE-SALE: ON SALE:

11.12.2014 Wed 11.12.2014 Wed

PART OF THIS AGREEMENT

SUPPORT:

LOOPS 9:00PM GONDWANA

AGES:

11.17.2014 Mon All Ages

SUPPORT: ARTIST TIME: CURFEW:

10:30PM REBELUTION 12:00AM-STRICT.

#### COMPENSATION: 2.

70.0% of the tax-adjusted gross box office receipts after the deduction of ARTIST-Supplied Production (\$1,000.00) and Support (\$2,250.00).

Catering is capped at \$700.00.

PURCHASER to reimburse ARTIST \$1,000.00 towards the cost of ARTIST-Supplied Production.

REBELUTION to receive (60) COMPS. Any COMPS not utilized within 24 hours of the engagement date to be released for General Public sale.

#### **PAYMENT TERMS:** 3.

ALL PAYMENTS BY UNIVERSITY CHECK\_

The balance of the Guarantee shall be paid to and in the name of ARTIST COMPANY by cash or cashiers check not later than the evening of the Engagement. If the percentage of gross ticket receipts exceed the Guarantee, the overage amount due shell be paid in full to ARTIST COMPANY in cash or by cashler's check or bank wire (as designated by ARTIST COMPANY) immediately following the Engagement- 70% aprier \$ 3,250-15.

PRODUCTION: 4.

ANY PERCENTAGE PAYMENTS MADE BY UNIVERSITY CHECK MAILED FOLLOWING

PURCHASER to provide and pay for Sound and Lights per ARTIST specification BUSINESS DAY\_

take dusted

IN-HOUSE SOUND, LIGHTS & PRODUCTION

5. OTHER PROVISION(S):

SUPPORT:

PURCHASER to pay GONDWANA \$2,000.00 to Support.

PURCHASER to pay JEREMY LOOPS \$250.00 to Open.

BILLING: 6.

> 100% Headline REBELUTION to Close/GONDWANA to Support/JEREMY LOOPS to Open/

HSU REGULATIONS PROHIBIT ALCOHOL CONSUMPTION ON CAMPUS.\_\_\_\_



#### PERFORMANCE CONTRACT | # 54033 | PAGE 3 OF 4

management

MONTEREY, CA 93940

831-375-4889

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REBELUTION | Humboldt State University | Arcata, CA | Saturday, March 7, 2015

Agent: Aaron Pinkus | apinkus@paradigmagency.com

PURCHASER

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

Its

Dean Raise Rebelution, LLC. f/s/o Rebelution 629 S. Nevada St. Oceanside, CA 92054 512-478-7211

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# REBELUTION | Humboldt State University | Arcata, CA | Saturday, March 7, 2015

Agent: Aaron Pinkus [ aplnkus@paradigmagency.com

### ADDITIONAL TERMS AND CONDITIONS

- 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.
- 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.
- 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.
- 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
- 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.
- 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 be cumulative. In addition, if, on or before the date of any scheduled performance, Purchaser has been impaired or is in Artist's opinion unsatisfactory, 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 demand the payment of all compensation forthwith. If Purchaser fails or refuses to make such payment forthwith, 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 demand the payment of purchaser to that effect, and in which event Artist shall retain any amounts theretofore paid by Purchaser, the right to cancel Artist's engagement by notice to Purchaser to that effect, and in which event Artist's obligation to perform and any breach by Purchaser shall entitle Artist's 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 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 thi
- 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.
- 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.
- 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 plano or planos and public address system in perfect, working condition including microphones in number and quality required by Artist, properly tuned grand plano or planos and public address system in perfect, working condition including microphones in number and quality required by Artist, properly tuned grand plano or planos and stage hands, all lights, tickets, house programs, all licenses including musical performing rights licenses, special dressing rooms, all necessary electricians and stage hands, all lights, tickets, house programs, all licenses including musical performing rights licenses, special dressing rooms, all necessary expenses in connection with distriction and publicity including but not limited to biil-posting, malling and distribution of circulars, display newspaper advertising in the principal newspapers and purchaser shall pay all other necessary expenses in connection therewith. Purchaser of circulars, display newspaper advertising in the principal newspapers and Purchaser and publicity including Dustines 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 by Artist as part of Artist's regular company. Purchaser agrees to pay all amusement taxes. Purchaser shall furnish at its own expense all other items and necessary facilities, electricians, stagehands and other personnel for lighting and dress rehearsals. Purchaser shall furnish at its own expense all other items and necessary facilities, electricians, stagehands and
- 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'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.
- 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.

## **REBELUTION PRODUCTION RIDER 2015**

It is the responsibility of the PURCHASER/PROMOTOR/PROMOTOR REPRESENTIVE to read this rider carefully and bring up any questions, concerns, and/or impossibilities with REBELUTION'S tour manager and/or production manager respectively during the advance.

#### PART ONE:

Production Requirements.

Purchaser Representative; The Stage; Sound Wings; Barricade; Chair Placement; House Mixing Risers; Stairs; Parking; Load-in and Forklift; Manpower Requirements; Lighting System; Sound System, Power Requirements; Generator Power; Show Stop; Runner/Wardrobe; Backstage Passes; Security; Stage Plot & Input List

#### **PART TWO:**

Dressing room & Venue Requirements

VIP, Preshow, & Aftershow Areas, Production Office, Dressing rooms, Catering & Hospitality

## TOURING PERSONNEL

TOUR MANAGER:

ADAM RICHARDS

FOH ENGINEER:

ERROL BROWN

LIGHTING DESIGNER:

KENNY GRIBBON

MERCHANDISE MANAGER:

KIKI YUEN

## PART ONE - PRODUCTION REQUIREMENTS

## 1. PURCHASER REPRESENTATIVE

The PURCHASER agrees to provide a responsible person with decisionmaking powers in all matters, including occurring expenses and disbursement to be at the venue one hour prior to the beginning of loadin and available solely to the ARTIST'S representative throughout the day until load-out has been completed and the ARTIST and crew have left the venue's premises.

## 2. HEALTH AND SAFETY

A. ARTIST reserves the right to not open doors to any venue that is deemed to be unsafe or by the ARTIST or ARTIST'S representatives. The ARTIST holds the safety of the audience as the highest priority and must be fully satisfied with the venue's health and safety standards.

### 3. STAGE & RISERS

- A. PURCHASER agrees to provide the following stage requirements:
  - It must be totally clear of any objects.
  - The stage top must be black, clean and have no holes, bumps and or damage to the top.

    UPStage Histan DTS or damage to the top.
  - All stage sections must be connected together using the official manufactures method.
  - The structure must be fixed and of solid construction, and all edges clearly marked.
  - All finishes must be non-slip.
  - For outdoor shows, please supply 8 rubber water brooms and 8 stagehands.
  - Mats and cable ramps must be available.
  - A professional cable management system must be in place. If the management of the cables causes any safety issues, you may be asked to re-cable the equipment.
  - Any stage exits must be clear from all objects.
  - Large trash bins should be provided off stage right and left

B. ARTIST must have a private entrance to the stage and must be able to get from the dressing room to the stage without being seen by the

C. ARTIST requires two (2) rolling risers, all riser wheels must have working brakes. Riser top must be covered in a black, clean material. Riser dimensions to be (1) 8'x8'x1' & (1) 8'x8'x2'.

A 16", or 8" only DTY REBELUTION RIDER

**UPDATED: DEC 15, 2014** 

- **D.** For Stages less than 4' high a barricade must be in place. The barricade must be Mojo type blow throw barricade and placed no more—than 4' from the downstage edge. MSA
- **E. PURCHASER** agrees to provide two sets of stairs to access the stage (Stage-Left and Stage-Right.) The stairs must be secured to the stage with handrails and well lit.

## 4. FRONT OF HOUSE MIX POSITION

- **A.** In arenas, coliseums and convention halls, **PURCHASER** agrees to provide:
  - 1. A secure mixing riser section beginning at least 75 feet to 100 feet from the front center edge of the stage as follows: 16 feet wide by 32 feet deep a lighting riser must be set 12 feet from front of mixing area and must be a minimum of 16 feet wide by 12 feet long at 1 feet high. One riser 8 feet deep by 12 feet wide to 16" Tall DTY
  - 2. Three (3) banquet size tables, six (6) chairs.
  - 3. A sturdy, professional barricade which must completely surround.
    the entire house mixing riser area.
  - In theaters, **PURCHASER** agrees to hold 16 to 18 seats wide, by three rows deep, approximately 75 feet house center from the front edge of the stage, but not under any overhangs or balconies.
  - **B.** In theaters and clubs mix position should be centered in the house at least 50 feet from downstage edge. Sound mixing position should NOT be under balconies or bulkheads, lighting and sound positions MUST have a clear unobstructed view of the entire stage.

#### 5. LOAD-IN

- A. PURCHASER agrees to make venue available to ARTIST at least eight (8) hours prior to doors opening unless otherwise specified by ARTIST'S tour manager. (actual time to be determined during advance)
- **B. PURCHASER** agrees to advise **ARTIST'S** production manager of any unusual aspects of load-in (i.e. stairs, elevators, narrow doors, uneven and rough surfaces etc.) in writing fourteen days prior to engagement.
- C. PURCHASER agrees that during inclement weather, they will make arrangements to have the essential tools and supplies available to make the load-in area clear and free of any snow, ice or rain water.

#### 8. PARKING

- A. ARTIST will have a total of ONE (1) tour bus with a trailer. PURCHASERagrees to make arrangements for secured parking throughout the day and night of the show as near to the backstage door/load in door as possible for the bus. There is bus Parking Six blocks away (with a trailer) or 2 blocks (without a trailer) - Mun
- C. PURCHASER agrees to make arrangements to supply the tour bus a 50 amp electrical services within 75 feet of bus. These power services must be available from the beginning of load-in till the end of load-out, or two hours after the show is over. - only for buses without power-ma
- D. PURCHASER agrees to make all necessary arrangements regarding local parking and police permits if loading area is from the street into the venue. This same area is to be secured at least two hours prior to load-in. Any parking permits or passes that are required must be emailed to ARTIST'S tour manager and production manager 2 days prior to show day.
- VIP Parking E. ARTIST has the right to request up to 10 VIP parking passes for the is not avaliable evening. This parking should be conveniently located as close to the backstage or artist entrance to the venue as is possible.

## 9. MANPOWER REQUIREMENTS

- A. PURCHASER agrees to supply all manpower required and advanced, all local personnel will be required to act in a professional manner and refrain from alcohol or drug use during the event. ARTIST and ARTIST'S representatives reserve the right to ask that any member of local personnel be removed and replaced at any time. All calls to be verified by ARTIST'S production manager, in advance.
- B. PURCHASER agrees that all stagehands will work under the direction of the ARTIST'S production staff. For no reason shall these hands be used for any other purpose unless authorized by ARTIST'S staff. \* Technical Director
- reserves right to Keep a safe working environment while C. The Show Calls (Times and exact number to be confirmed during Stagehands are advance)

  Working under artist Stoff in including proper breaks.
  - - a) Six (6) Stagehands
    - c) One (1) Electrician
  - 2. Show Call
    - a) One (1) Electrician
    - b) Two (2) Stagehands
    - c)

#### 3. Load-out

- a) Six (6) Stagehands
- b) One (1) Electrician
- e) Extra Loaders/pushers when the load-out is difficult, actual number to be determined in advance or on day of load-in.

C. PURCHASER agrees to supply sufficient professional labor to fix, maintain, and operate any equipment supplied by PURCHASER for the performance.

#### 10. RUNNERS

- A. PURCHASER agrees to provide one (1) person with a valid driver's license and complete knowledge of general area, from the beginning of load-in to the end of load-out, for the sole use of the touring production, or until released by the ARTIST'S representative. Drivers must speak fluent English, be over 21, have a clean appearance and have a working cell phone.
- B. RUNNER VEHICLES can be a personal vehicle, it should be a four door with adequate trunk space, vehicle must be insured and clean inside and out.

#### 11. BACKDROP

PURCHASER must provide a pipe or 12" truss at least 40' long at the upstage for the use of hanging the artist backdrop. Artist back drop weights under 250# and can be hung with a minimum of 2 points or rope and pulley when necessary.

2 IN House sound system only TX8 12. SOUND SYSTEM

ARTIST will supply Audio control (Yamaha M7 for Monitors, DigiDesign \$C48 for FOH). PURCHASER must provide adequate PA for the venue with full range working speakers to the artists specifications. Venue PA or rental PA specifiactions for the event must be sent to and approved by Production Manager at least 14 days prior to event.

### PA SPEAKERS:

House PA system must be an Active 4-way stereo system capable of delivering 120 dB A eweighted of full bandwidth at the FOH mix position. ARTISTS prefers JBL Vertex VT4887 (acceptable substitutes D&B, V-Dosc, Adamson, or EAW. Flown PA not less than 10 cabs per side with no less than 5 front fills.

150 House Subs only Dr8 SUBS:

No less than 10 matching dual 18" driver Sub-cabinets JBL Vertec VI4881ADP preferred.

## AMPLIFIERS & SYSTEM DRIVER:

System must have sufficient headways to ensure that there is no clipping under heavy use, at no time shall any compression be imposed on the system unless approved by REBELUTION FOH Engineer.

One (1) Lake Processor with wireless Tablet and Klark Technic or similar stereo 31 band graphic equalizer on ALL outputs/front fills on AUX send. Front Fill/Center control is necessary

D(8 One (1) Avalon 747 Must be on L/R Buss

Please see Input List and Stage plot for microphone needs.

13. LIGHTING House Lightens system only

ARTIST will provide lighting control (Grand MA2) and a small floor package (please see lighting plot).

## **PURCHASER** to provide:

60K (Par 64-1K) downstage pre-hung truss

• JON (Full 64-1N) downstage pre-hong muss
• JON (Par 64-1K) upstage pre hung truss
• Eight (8) four-light audience blinders (top downstage cord)
downstage truss
• 8 Jen (10) 26 degree lekos
• Four (4) ACL bars

One (1) lighting tech

Clear com between FOH, dimmers, and house lighting position

## 13. POWER REQUIREMENTS

a) Lighting/Video Power existing) b) Audio Power

c) Bus/Truck Power

400 Amp, 3 Phase (can lie into 10K generator 10K)

200 Amp, 3 Phase TOK generator 11KS

50 Amps, 3 Phase x 1 only in parking where Bus Does Not hare

400 Amp, 3 Phase (can lie into 10K)

400 Amp, 3 Phase 70K

4

14. GENERATOR POWER

A. Should the venue not have the power necessary to supply the show production, the PURCHASER agrees to provide a generator to supplement the existing power supply of the venue, with the approval of the ARTIST'S production manager.

REBELUTION RIDER UPDATED: DEC 15, 2014

7

- **B.** The generator must be placed at a distance not to interfere with the sound of the show, and all cables, disconnects etc. be provided by the **PURCHASER**. Sufficient cables must be provided with the generator to reach an area within 100' of the stage. Sound and Light power to be from two (2) totally separate generators.
- C. PURCHASER agrees that if the shew power is being provided by a generator a secondary generator must slave to the primary generator and be able to switch over automatically in the event of a failure.
- **D.** A written summary of power consumption and phase loading for generators should be provided to **ARTIST'S** production manager fourteen (14) days prior to the day of show.

## 15. BACKSTAGE PASSES

A. ARTIST will supply and issue all access laminates for the engagement. All tour personnel will wear the permanent laminated type passes, and everyone in the venue should know that these passes have the highest priority. ARTIST will supply credentials for the following: working, photo passes, VIP & Aftershow passes. No local passes should be used in conjunction with the show whatsoever without approval from the ARTIST'S Tour Manager prior to the engagement.

#### 16. SECURITY

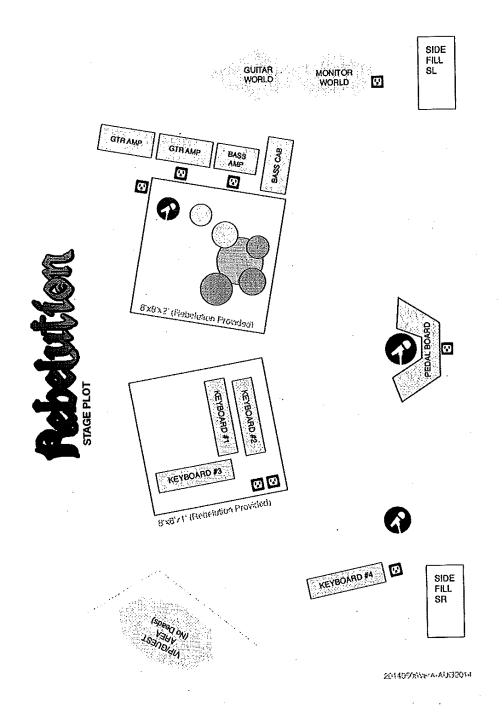
- A. PURCHASER agrees to provide proper security to ensure the safety of the ARTIST and audience as well as the ARTIST'S staff and equipment at all times, before, during the performance, and after the performance, as well as multiple-night stays, is imperative.

  University
- B. No uniformed guards shall ever secure the area in front of the stage acess per during the performance, nor shall any uniformed guards ever be allowed (alifornia law in the dressing room areas or backstage areas while the ARTIST is in the venue. This must be strictly enforced.
- C. The ARTIST and the ARTIST'S representatives reserve the right to remove any member of the security staff from the venue for the duration of the event for any reason and at any time.
- **D.** In venues where **ARTIST** is performing for more than one (1) day, the following requirements apply:
- 1. Overnight security personnel to patrol the dressing room area and the on-stage area, from the time the **ARTIST** and crew leave the building, to the time that the crew returns to the building the following day.

2. A secure room to store certain equipment between performances. This room is not to be entered at any time, for any reason, without permission of the ARTIST'S representative. Any arrangements for the clearing of the stage area, or this room, must be approved by the ARTIST'S representative at the beginning of the engagement. Any damage or loss resulting from tampering with or movement of equipment will be the sole responsibility of the PURCHASER.

#### 17. SHOW STOP

- A. In the event of an incident requiring the show to be stopped the ARTIST'S stage crew should be instructed to get the ARTIST off stage. Unless circumstances dictate ARTISTS tour manager and production manager should be informed and involved prior to stopping the show.
- **B.** In the event of an evacuation, the artist will be removed from the stage and brought to a safe area until the situation has been resolved and it is safe to restart the show.
- C. In the event of a technical issue created by any of the equipment or power provided by the **PURCHASER** causing the show to stop, the **PURCHASER** must accept full responsibility. A representative of the **PURCHASER** must address the audience to explain the issues and apologize before the **ARTIST** will return to the stage.



In house mich only

		REBELUTION INPUT L	IST	1/		
		WIC REBELOTION IN PORT	Insert	+48	Stand	Location
nput	Instrument	Shure Beta 91a	GATE	yes		SL
ļ	KICK In	Shure Beta 52	GATE	•	Internal	SL
2	KICK out	Shure Beta 57			LP Claw	SL
3	SNARE top	Shure SM-57			LP Claw	SL
4	SNARE bottom	Shure Beta 98 AMP*	GATE	yes	Clip	SL
5	SNARE Rim			yes	Short Boom	SL
3	HATS	Shure SM-81	GATE	,	Clip	SL.
7	RACK 1	Sennheiser 604	GATE		Clip	SL
В	RACK 2	Sennheiser 604	GATE		Clip	SL
9	FLOOR TOM	Sennheiser 604	ante		LP Claw	SL
10	TIMBALE	Shure SM-57		yes	Tall Boom	SL
11	RIDE	Shure SM-81		yes	Tall Boom	SL.
12	OH SR	Shure SM-81		yes		SL
13	OH SL	Shure SM-81	COMP	yes	ian boom	SL
14	BASS PRE AMP DI	Direct XLR	COMP		Z-bar	SL
15	BASS POST EQ DI	Direct XLR	COMP		Z-bar	SL
16	GUITAR L	Shure SM-57			Z-bar	SL
17	GUITAR R	Sennhelser 609 Silver			Z-9ai	SL
18	GUITAR DI	Radial Pro D2	COMP			SL
19	ACOUSTIC GTR	Radial Pro D2	COMP		Z-bar	SL
20	GUITAR 2 L	Shure SM-57			Z-bar Z-bar	SL
21	GUITAR 2 R	Shure SM-57			Tall Boom	SR
22	MELODICA	Shure SM-58	00115		ian boom	SR
23	SAX	DI	COMP			SR
24	TRUMPET (HORN2)	DI	COMF	,		SR
25	EWI	Whirlwind IMP2 Passive DI			T-II Doom	SR
26	VOCODER	SM-58 through EH VOCODER Pedal			Tall Boom	
27	KEY 1L (ROLAND)	Radial PRO-D2			Straight Stand	SR
28	KEY 1R	Radial PRO-D2				SR
29	KEY 2L (NORD)	Radial PRO-D2				SR
30	KEY 2R	Radial PRO-D2				SA
31	KEY 3L (KORG)	Radial PRO-D2				SR
32	KEY 3R	Radial PRO-D2				SR
33	KEY 4L (AXIOM)	Radial PRO-D2				
34	KEY 4R	Radial PRO-D2				SF
35	VOCAL SR	Shure SM-58	COM		Tall Boom	SF
36	VOCAL CENTER	Sennheiser EW 500 G3	COM		Tall Boom	SF
37	VOCAL DRUMS	Shure SM-58	COM		Tall Boom	SF
38	VOCAL GUEST	Shure SM58 ULXD2 RF	COM	IP		SL
39	CLICK	Live Wire Solutions Passive DI				SI
40	AUDIENCE SL	Rode NT5			Small Boom	SI
41	AUDIENCE SR	Rode NT5			Small Boom	SF

Unless otherwise advanced, Rebelution carries all Mics, Di's, Stands and Looms. Additional Stands: 2 Short Booms, 1 Tall Boom, 1 Tall Round Base boom

251405@WeiA-AUGS014

# PART TWO - DRESSING ROOM & VENUE REQUIREMENTS

1. PRESHOW, VIP & AFTERSHOW AREA

A. PURCHASER agrees to provide an area for a preshow meet and greet, this area must be in the house and be able to hold up to 50 people. The area should be well lit for photography. Two (2) security guards will be needed at least 2 hours prior to doors for the Artist meet & greet.

, General B. PURCHASER agrees to provide the option of having a VIP Section in the dnission lope venue that has a preferred view of the stage. ARTIST will provide passes for the VIP section, a security person will be needed to secure the VIP section from the opening of doors until the show comes down.

C. PURCHASER agrees to provide a cash bar in the venue to hold an after show party with band and audience. Security will be needed at the after party and a drink tab or drink tickets will be needed for the ARTISTS.

D. ARTIST representative will advance and agree upon all necessary meet & greet, VIP, and Aftershow areas needed.

2. DRESSING ROOMS

- Two rooms total backstage-Ms.

ARTIST requires two (2) clean, comfortable, and private dressing rooms for the exclusive use of the ARTIST and ARTIST representatives. ALL DRESSING ROOMS AND PRODUCTION OFFICES must be clean and presentable upon arrival to the venue.

- One main BAND dressing room "REBELUTION FAMILY & FRIENDS ROOM" supplied with:
  - o Furnished with REAL, clean furniture i.e. sofas/couches for up to ten (10) adults
  - o Air Conditioning and heating
  - 110V Power, ashtrays and garbage cans (separate bins for recycling must be available)
  - Lamplight style lighting (NO FLORESCENT LIGHTING)
  - o One (1) sturdy full length mirror
  - o Clean, lint-free hand-towels
  - o One (1) steamer or one (1) iron & ironing board
  - o Private bathroom -after 5:00 PM. M.
- One PRIVATE band dressing room "REBELUTION PRIVATE" supplied with:
  - o Furnished with REAL, clean furniture i.e. sofas/coaches for up to ten (10) adults

- Air Conditioning and heating
- o 110V Power, ashtrays and garbage cans (separate bins for recycling must be available)
- Lamplight style lighting (NO FLORESCENT LIGHTING)
- o Private bathroom after 5:00 P.M. M-

# 3. PRODUCTION AND TOUR MANAGEMENT OFFICE - TUSO FOOMS total backestese-Arr

ARTIST requires 1 well lit office room with lockable door to be devoted to the sole use of the ARTIST'S production and tour management staff from load in until load out. Supplied with:

- Two (2) banquet tables or four (4) desks and four (4) chairs
- Hi –speed internet access through Ethernet cable is preferred (Building wi-fi or other modem access if the first option is unavailable)
  - Any and all internet pass codes should be supplied to ARTIST
  - o Hi-speed internet must be free from firewalls that would boils in pirewalls or interfere with sending and reconstructions. built in pirewalls downloading any legal content from the internet

# 4. BACKSTAGE RECYCLING & WASTE MANAGEMENT

Please provide separate recycling containers in all the backstage and dressing room areas with enough bins and proper signage so that waste can be properly disposed of.

#### 5. TOWELS

ARTIST requires the following towels at load in time, all towels can be placed in the production office.

Twenty-four (24) large shower towels Twenty (20) BLACK stage(hand) towels - MUST be black or dark colored

## 6. BACKSTAGE WATER STATIONS

In an attempt to avoid wasting bottles of water the ARTIST asks when possible please provide five-gallon water coolers in the Main dressing room and catering area with replacement jugs available

> REBELUTION RIDER **UPDATED: DEC 15, 2014**

# 7. GENERAL DRESSING ROOM HOSPITALITY CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

## LOAD IN DRINKS

Made available from Load in until Load out in a cooler with ice or refrigerator on or near the stage marked "REBELUTION CREW" Fresh pots of drip coffee or access to a self-serve espresso machine

should be made available at all times

Twelve (12) bottles of Poland Spring Water (when water coolers are unavailable)

# PRODUCTION OFFICE HOSPITALITY

Set up at load in

- Six (6) bottles of Poland Spring Water at room temperature
- Three (3) large bottles of Perrier or Pellegrino sparkling water (glass only) on ice or refrigerated
- One (1) container of organic blueberries or strawberries (local when possible)
- Two (2) whole PINK grapefruits
- One (1) coconut body wash
- One (1) SPF 30+ sunscreen

# REBELUTION FRIENDS & FAMILY DRESSING ROOM HOSPITALITY

- Dressing room to be set up by noon. All items should be preshopped and chilled (where necessary). All packaged goods should be new & unopened.
- All beverages should be on ice or properly refrigerated unless otherwise noted.
- A container of clean drink ice refreshed throughout the event
- Cutting board with sharp knife for slicing fruits and vegetables
- All fruits & vegetables should be organic
  - o Electric tea kettle set up near electrical outlet with organic sugar, stirrers, honey, lemon, milk and cream one
  - o (1) Nice Scented Candle
  - o One (1) Bottle of Hand Sanitizer
  - o One (1) Box of Kleenex
  - Forty-eight (48) Biodegradable or corn cups
  - o One (1) package of shot sized cups
  - for local brand-hs. o Twenty-four (24) bottles of Poland Spring or Deer Park water when water stations are unavailable
  - One (1) 1L bottle of Kettle One Vodka ------
  - o Six (6) bottles of Corona Man
    - .- One (1) keg or ninty (90) cans of Coors Light -- Mur
      - o One (1) container of Cranberry Juice Cocktail organic preferred
      - o Four (4) cans of Red Bull

- Four (4) small containers of Unsweetened Coconut water
- O A working Juicer with the following juicer Items: MAN
  - o Two (2) heads of spinach
  - o One (1) 5lb bag of whole carrots
  - One (1) large piece of ginger
  - o Six (6) red beets
  - o Three (3) limes
  - o Three (3) lemons
  - One (1) 3lb bag of red apples (smaller sized apples preferred)
  - o Six (6) oranges
  - o Two (2) rainbow chard
  - o One (1) fresh ripe pineapple
  - One (1) fennel bulb
  - o One (1) bunch of kale
  - o Two (2) large cucumbers
  - o One (1) celery stalk
  - o One (1) bushel of bananas
  - Three (3) limes
  - Two (2) bags of whole wheat or multigrain tortilla chips
  - o One (1) jar of salsa
  - o One (1) jar of queso
  - One (1) bag of skittles

# REBELUTION PRIVATE DRESSING ROOM HOSPITALITY

- Dressing room to be set up by noon. All items should be preshopped and chilled (where necessary). All packaged goods should be new & unopened.
- All beverages should be on ice or properly refrigerated unless otherwise noted.
- A container of clean drink ice refreshed throughout the event
- All fruits & vegetables should be organic
  - Electric tea kettle set up near electrical outlet with organic sugar, stirrers, honey, lemon, milk and cream one
  - o (1) Nice Scented Candle
  - o One (1) Bottle of Hand Sanitizer
  - o One (1) Box of Kleenex
  - Forty-eight (48) Biodegradable or corn cups
  - -or lovel brand No. o Twelve (12) biodegradable or corn hot cups
  - Twenty-four (24) bottles of Poland Spring or Deer Park water when water stations are unavailable
  - o One (1) box of Emergen-C
  - o One (1) 1L bottle of Grey Goose vodka へい
    - o One (1) 1L bottle of Don Julio (Anejo or Reposado) M...
    - o One (1) 1L bottle of Jameson My.

- o Twenty-four (24) bottles of a local craft brewed IPA beer home
- o Three (3) bottles of Gatorade (assorted flavors
- o One (1) bottle of Cranberry Juice Cocktail organic preferred
- o One (1) 2L bottle of Whole Foods 365 Natural Lemon Lime Soda
- o Four (4) small containers of Unsweetened Coconut water

#### STAGE DRINKS

- Delivered to the stage left monitor location at 4:30pm
  - e Six (6) bottles of Corona (in small cooler on ice) Fur or water- 1.
  - Twenty-four (24) bottles of Poland Spring or Deer Park Water (at room temp - this will be needed regardless of water cooler situation)

#### **BUS STOCK**

- Delivered to bus prior (time TBD)
- Bus Stock can be purchased day of show, please go through with tour manager.
  - o Four (4) bottles of Gatorade (assorted flavors)
  - o Four (4) cans of Red Bull
  - Four (4) bottles of Kombucha Tea
  - o Twenty-four (24) bottles of Poland Spring or Deer Park water
  - o Four (4) bottles of unsweetened coconut water
  - Three (3) assorted Soda Stream flavorings (Dr. Pete, Tonic, Natural Lemon/Lime, Ocean Spray Cranberry)
  - Two (2) bags of whole wheat or multigrain tortilla chips
  - o One (1) jar of salsa
  - o One (1) jar of queso
  - o One (1) container of Hummus
  - o One (1) jar of Bean dip
  - o Four (4) Clif Bar Chocolate Mint Builder Bars
  - o Unsweetened Mango Slices
  - One (1) package of candied or glazed walnuts
  - One (1) package of dried cranberries
  - o Four (4) cup-o-noodle
  - o One (1) package of mixed greens
  - o One (1) package of baby spinach
  - o One (1) Red Onion
  - o One (1) Loaf of 12 Grain Bread
  - o One (1) package of wheat tortillas
  - One (1) package of whole wheat bagels
  - One (1) package of Wheat English Muffins
  - o One (1) pound of sliced turkey
  - One (1) package of VEGAN Boca Burgers

- One (1) package of Morning Star Farms Maple flavored Veggie Sausage
- One (1) Deli Cooked chicken breast
- o Two (2) Avacados
- o One (1) bunch of bananas
- o Two (2) Large Tomatoes
- o One (1) Large bag of Frozen Berry Medley
- o One (1) package of Blueberries
- o One (1) package of Strawberries
- o One (1) half gallon of 2% milk
- o Half pound of sliced cheddar cheese
- o One (1) container of Almond Milk
- o One (1) quart of Soy Milk
- o One (1) quart of Chocolate Soy Milk
- o One (1) 24oz tub of Greek Yogurt (plain or honey flavor)
- o One (1) Package of Granola
- o One (1) Box of Fiber One Flake Cereal
- o One (1) box of Emergen-C
- o Twenty-four (24) Plastic cups
- o One (1) package of paper plates
- o One (1) package of paper bowls
- o One (1) package of mini cups
- o One (1) box of Assorted Plastic Utensils
- o One (1) package of Coffee Cups

#### 8. CREW AND BAND MEALS

#### LUNCH

#### Time to be advanced

- Meal for Fifteen (15) people (this number is touring personnel only)
- Enough real knives, forks, spoons, plates, mugs, glasses, and bowls should be supplied as well as to go containers
- Fresh hot drip coffee should be prepared with organic sugar, stirrers, milk, cream, etc.
- Ice for drinks
- Lunch Menu should have one hot item (soup, chili, etc.) with sandwiches.
- Exact menu must be approved in advance
- Beverages to be supplied for Lunch and Dinner (kept on ice or refrigerated)
  - Forty-eight (48) cans or 20oz bottles of assorted sodas (Coke, Diet Coke, Sprite, Mountain Dew, etc.)
  - Twelve (12) glass bottles of Perrier or Pellegrino sparkling water

#### DINNER

#### Time to be advanced

- Meal for twelve (12) people (this is touring personnel only) or \$30 dinner buyout
- Enough real knives, forks, spoons, plates, mugs, glasses, and bowls should be supplied as well as to go containers
- Fresh hot drip coffee should be prepared with organic sugar, stirrers, milk, cream, etc.
- Ice for drinks
- Dinner must include the following
  - Make your own salad bar
  - Main Entrée with potato, vegetables, etc.
  - Dessert selection & fresh fruit
- Some daily entrée menu suggestions (suggestions only, if there is something that the caterers excel at or do as a specialty that is preferred)
  - Mondays Chicken or Turkey dishes
  - Tuesdays Fish or Seafood dishes
  - Wednesdays BBQ Beef dishes
  - Thursdays Steak and Potato dishes
  - Fridays Pasta / Italian dishes
  - Saturdays Thai, Stir-fry or Curry dishes
  - Sundays Blackened Fish and Chicken or Southern fried Chicken dishes
  - A Vegan option must be made available to serve upto four (4) people

#### AFTER SHOW MEAL

- Hot food for twelve (12) people to be ordered from a local restaurant
- A selection of menus from late night (opened until at least 9:30pm) restaurants (Mexican, Thai, Indian, pizza, etc.) should be placed in the production office at load in. Vegan options when available

# 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 #

Thedit

For CenterArts

Updated: April, 2009