

THE DEVIL MAKES THREE | Humboldt State University | Arcata, CA | Wednesday, Feb 4, 2015

Agent: Aaron Pinkus | apinkus@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Tuesday, November 4, 2014 by and between THE DEVIL MAKES THREE LLC F/S/O THE DEVIL MAKES THREE ("ARTIST COMPANY"), which shall furnish the services of THE DEVIL MAKES THREE ("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: Humboldt State University
 ADDRESS: ^{WEST} East Gymnasium Union Street
 Arcata, CA 95521
 United States
 SUPPORT: JOE PUG
 DATE OF SHOW(S): Wednesday, February 4, 2015
 DOORS: 7:00PM
 SUPPORT: 8:00PM JOE PUG
 ARTIST TIME: 9:15PM THE DEVIL MAKES THREE
 CURFEW: 11:00PM-SOFT.

HSU REGULATIONS PROHIBIT ALCOHOL CONSUMPTION ON CAMPUS 11

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT 11

ANNOUNCE: 10.28.2014 Tue
 ON SALE: 10.31.2014 Fri
 AGES: All Ages

2. COMPENSATION:

70.0% of the tax-adjusted gross box office receipts after the deduction of \$500.00 for Support.
 Catering capped at \$400.00.

ALL PAYMENTS BY UNIVERSITY CHECK

3. PAYMENT TERMS:

^{Full - 20} 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 coverage 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.

ANY PERCENTAGE PAYMENTS MADE BY UNIVERSITY CHECK MAILED FOLLOWING BUSINESS DAY

4. PRODUCTION:

PURCHASER to provide and pay for Sound and Lights per ARTIST specification. IN-HOUSE SOUND, LIGHTS & PRODUCTION

5. OTHER PROVISION(S):

SUPPORT: PURCHASER to pay JOE PUG \$500.00 to Support.
 WITHHOLDING TAX: ARTIST'S earnings subject to a 7.0% State of CA Withholding Tax.

6. BILLING:

100% Headline
 THE DEVIL MAKES THREE to Close/JOE PUG to Support/

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
SCALING NOTES				GROSS POTENTIAL

THE DEVIL MAKES THREE | Humboldt State University | Arcata, CA | Wednesday, Feb 4, 2015

Agent: Aaron Pinkus | apinkus@paradigmagency.com

8. MERCHANDISE:

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

9. CONTACT DETAILS:**ARTIST:****THE DEVIL MAKES THREE**

The Devil Makes Three LLC f/s/o The Devil Makes Three
c/o Vector Management
113 E. 55th St.
New York, NY 10022
212-317-2323

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

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

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

10. SPECIAL PROVISIONS:**SECURITY:**

PURCHASER to provide and pay for a minimum of (1) dedicated stage security guard and (1) dedicated parking lot security guard to monitor and secure ARTIST transportation for this 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.

THE DEVIL MAKES THREE | Humboldt State University | Arcata, CA | Wednesday, Feb 4, 2015

Agent: Aaron Pinkus | apinkus@paradigmagency.com

PURCHASER

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

By _____

Its _____

ARTIST

Josh Talley
The Devil Makes Three LLC f/s/o The Devil Makes Three
c/o Vector Management
113 E. 55th St.
New York, NY 10022
212-317-2323

By _____

Its _____

THE DEVIL MAKES THREE | Humboldt State University | Arcata, CA | Wednesday, Feb 4, 2015

Agent: Aaron Pinkus | apinkus@paradigmagency.com

ADDITIONAL TERMS AND CONDITIONS

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

Devil Makes Three input list/stage plot

TM/FOH: James Dean

What we have:

- all our own microphones and DI's
- our own monitor board, split, and in-ear wireless transmitters and receivers
- input and output XLR snakes (inputs: 12 ch 30ft box, outputs: 12 ch 30ft box)

What we need from you:

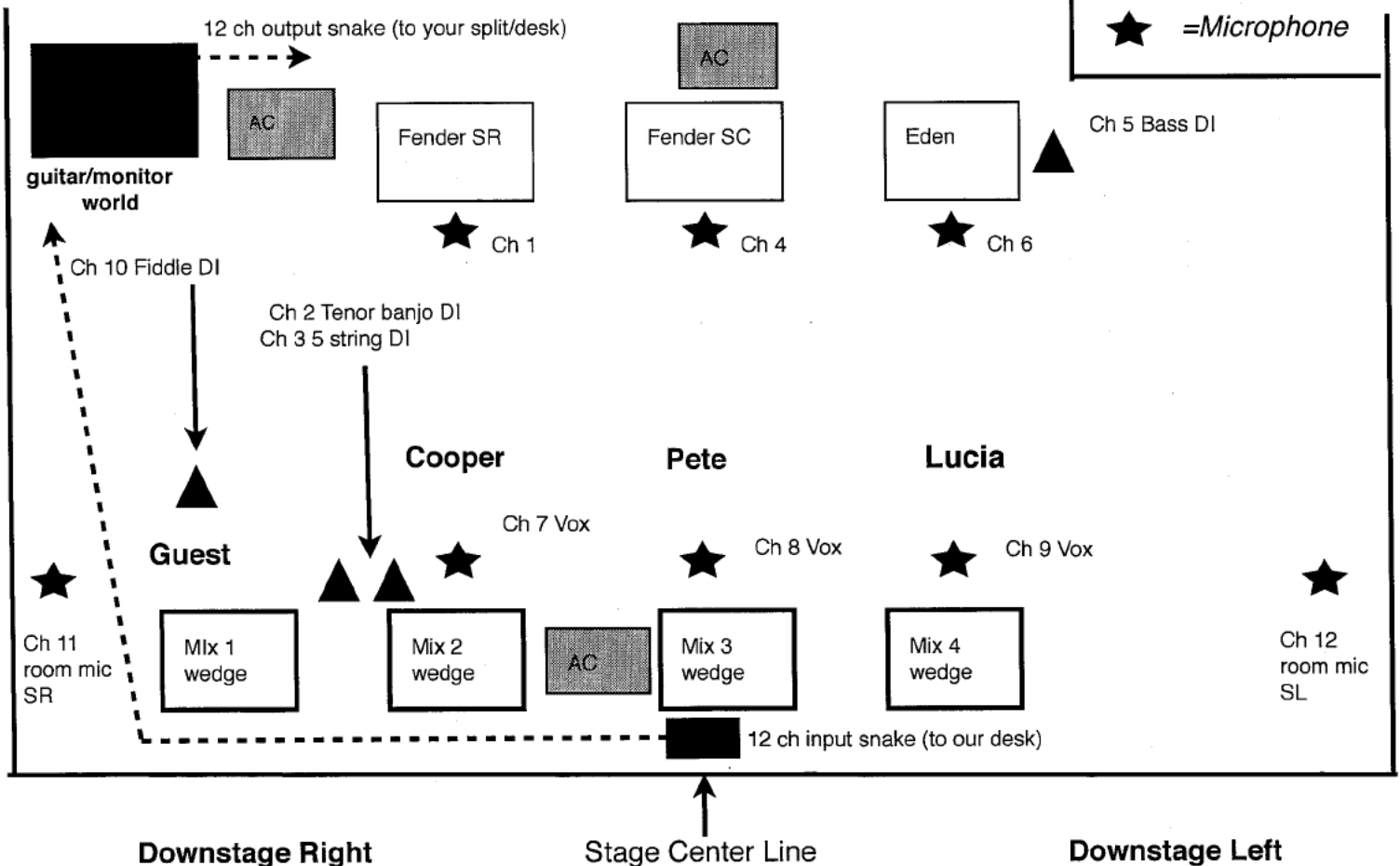
- 8 tall boom stands (7 with 58 style clips)
- 3 shorty boom stands (2 with 58 style clips)
- all XLR cables (15 25ft-30ft cables at minimum)
- 3 AC power quad box drops
- 4 wedge mixes (we will use these as backup if we have problems with our in-ears during the show. these wedges will be run by the house monitor system and engineer))

our monitor world MUST live up stage right by our guitar world.

1. Guitar Amp Mic SR.....(Fender Deluxe Reverb).....shorty stand with clip
2. Tenor Banjo DI.....(Bags DI downstage right on pedal board)
3. 5 string banjo DI.....(Bags DI downstage right on pedal board)
4. Guitar Amp 2 Mic SC.....(Fender Deluxe Reverb).....shorty stand with clip
5. Bass DI SL.....(Avalon DI on bass rig: mic out)
6. Bass Mic SL.....(Eden WT800).....shorty stand
7. Vox SR.....tall boom
8. Vox SC.....tall boom
9. Vox SL.....tall boom
10. Fiddle DI.....(Bags DI downstage right)
11. Room mic SR.....tall boom.
12. Room mic SL.....tall boom

KEY

- ▲ =Direct box
- ★ =Microphone



**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.

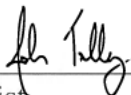
10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider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

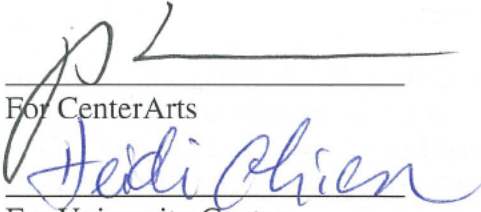
13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, 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

Devil Makes 3 Hospitality Rider

If this does not fit into the allowed budget and/or there are any problems or concerns please contact the tour manager James Dean. If this does not use all the budget allocated for hospitality please provide the remainder to me in cash to use as a buy out for the touring party.



Please have hot coffee and a unicorn available at load in. Immediately following load in the Unicorn is to be slaughtered and cooked to perfection. This will serve as our sound check snack. Please make sure the Unicorn is cage free and grass fed. A horse with a party hat on will not be accepted as a substitute.

please have all hospitality available at load in

Beverages

- ~~- One bottle of red Wine~~ *MSR*
- One case of bottled water
- Coffee if available in house (available at load in would be awesome)
- ~~- Two cases of Guinness cans~~ *MSR*
- ~~- 6 cheap beers (PBR, highlife, miller light)~~ *MSR*
- case of plain coconut water
- ~~- bottle of whisky (Jameson, Tullymore Dew, Bulleit)~~ *MSR*

Food/Snacks

- crackers
- assorted cheeses
- chips and salsa
- assorted fruits
- assorted vegetables
- assorted nuts

Other items

- 6 clean towels
- 6 postage paid post cards with local sites and attractions

If meals are being provided please include two vegetarian options. We would also appreciate any local restaurant recommendations you have for us near the venue. Good take out and delivery places would also be good to know about.