

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

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

1. INDEMNIFICATIONS. *Produce* 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, *agents and/or employers* and agents of each of them from and against any and all liability, loss, damage, expenses, *costs* 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 *solely* 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 *Publicly Perform within* accept any other engagement for a performance of any kind prior to, or 90 days *prior to* 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. * which consent shall not be unreasonably withheld*
3. AGENTS WARRANTY. *Artist* ~~ARTIST~~ warrants that *Produce* ~~AGENT~~ has full and current legal authority to *Furnish the serv of* act on behalf of Artist.
4. COMPLIMENTARY TICKETS. CenterArts shall be the only party authorized to issue *subject to Artist's written approval 12-13-17* 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, *illness or accident to artist* civil tumult, strike, epidemic, interruption or delay of transportation service, interruptions of electrical power, other acts of God, or any cause beyond the *reasonable* control of Artist and CenterArts. *(Paragraph 5 is subject to terms of contract/Artist-Rider) beyond the reasonable control of such party,*
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. Damages, if any, to be determined by a court of law~~
7. MERCHANDISING PERCENTAGE. CenterArts takes 20% of gross merchandising receipts for this engagement. *- 90/10 on CD/DVD - 10% (less tax)*

8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES ON CAMPUS. ^{illegal}

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 ^{or Artist ride} 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/^{amended} 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. ^{amended} (not attached)

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. ^{not attached}

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 ^{Producer}

For CenterArts
[Signature]

For University Center

Tax ID/Social Security #

Updated: April, 2009

* execution subject to amendments hereto

CENTER ARTS

Technical Information Packet
JOHN VAN DUZER THEATER 7/1/14

CONTACT INFO & MAILING ADDRESS:

CenterArts, Humboldt State University
1 Harpst St., Arcata, CA 95521
707.826.3928, *office*
707.826.5980, *fax*

SHIPPING ADDRESS:

CenterArts, Humboldt State University
1 East Laurel Dr.
Arcata, CA 95521

STAFF:

DIRECTOR: Roy Furshpan
Roy.Furshpan@humboldt.edu

EVENT COORDINATOR: Michael Moore Jr.
mgm8@humboldt.edu

TECHNICAL DIRECTOR: Dan Stockwell
danstockwell@humboldt.edu

ADMINISTRATIVE COORDINATOR: Kayla Johnson
carts@humboldt.edu

TICKET OFFICE MANAGER: Jessica Lende
ticket@humboldt.edu

ADVANCE & CREW INFORMATION

The house production staff consists of a mix of professionals, semi-professionals & trained students who are supervised by a full-time Technical Director. All stagehands are non-union.

The Technical Director handles all the advancing for all sound, lighting, and staging needs.
The Event Coordinator handles all the advancing for all hospitality, parking and merchandise needs.

PARKING PERMITS

You must obtain a "service vehicle" parking permit from the CenterArts office to park in or near any loading dock. You must have a "service vehicle" parking permit or a daily permit purchased from a parking services kiosk to park in any general parking space on campus. Parking laws are strictly enforced on campus.

FIRE MARSHALL PARKING CODE

Our State Fire Marshall allows temporary parking in the "red" zones on campus ONLY IF the driver is awake and is in the vehicle. This rule is STRICTLY enforced and patrolled regularly.

TRUCKING RESTRICTIONS

Due to regulations, tractor-trailers are restricted to less or equal to sixty-five (65) feet overall combination length and a maximum 40 feet kingpin-to-rear-axle (KPRA) length on portions of certain California Highways leading to Arcata. For more information regarding the regulations please contact our local California Highway Patrol office at 707.822.5981, or visit:

<http://www.dot.ca.gov/hq/traffops/engineering/trucks/truckmap/truckmap-d01.pdf>

The restrictions take place beginning on Highway 101 heading north at Leggett, CA. In addition, heading west on Highway 299 at Whiskey Town, CA.

The following companies can switch out the longer tractors to shorter ones in order to transport the trailers through the restricted zones. Please note: CenterArts is not affiliated with any of these companies, and it is the sole responsibility of the Artist and its management to procure the means to transport your show to Arcata.

AL LEWIS TRUCKING
1721 Ditty Ave.
Santa Rosa, CA
800.227.5528

STUART CREPS TRANSPORTATION
2940 Sunnygrove Ave.
McKinleyville, CA 95519
707.840.9557 • 707.498.2875

CUSTOMER TRUCK SERVICE
1945 Hilfiker Ln.
Eureka, CA 95503
800.223.1614

EXPRESSWAY TRANSPORT, INC.
P.O. Box 750098
Petaluma, CA 94975
707.763.3503

SHUSTER TRANSPORTATION
750 E. Valley St.
Willits, CA 95490
707.459.4131

ROTBERGS HUMBOLDT ENTERPRISES, INC.
101 Murrish Rd.
Redway, CA 95560
707.923.3440

JOHN VAN DUZER THEATER

Lighting Technical Specifications as of 7/1/14

POWER DISTRIBUTION

- 3 - 200A, 120/208V, 3-phase, 5-wire electrical panel (Cam-Lok or lug connectors) 2 located down stage left, 1 located down stage right.
- 1 - Company Switch: 400A, 120/208V, 3-phase, located down stage right. (Cam-Lok only)
COMPANY SWITCH SHARES 400A POWER WITH HOUSE DIMMERS, please consider this if you are using our house lighting systems with yours.
- 1 - Bus shore power available, 50' run, 50 amp service. We have a 25' extension if needed.

DIMMERS

- 144-2.4k ETC Dimmers (Dimmer per circuit)

LIGHTING CONSOLE: ETC ELEMENT

- Enclosed light booth at the rear of the orchestra seating area (glass does not open) which is 50' from the proscenium.

HOUSE LIGHTS

- House light control is located in the Light Booth. They are on manual faders only; balcony and house fade together, orchestra pit fades separately. Unable to interface house lights to lighting console.

PERMANENT CIRCUIT DISTRIBUTION

- 144 TOTAL circuits are available. All are 20A L5-20 twist-lock except for the upstage floor pockets which are 20A, 2P&G stage pin. As there are only 16 circuits available upstage, please consider the placement of circuits in your plot. (See attached circuit diagram for circuit placement)

FOLLOWSPOTS

- 2 – Lycian Starklite, located in the house at the back of the balcony.

ADDITIONAL LIGHTING EQUIPMENT

- (8) 12'-0" booms (no sidearms)
- Cable, two-fers, and adapters to circuit.
- Gel (primarily Rosco inventory with some Lee) and gel frames
- (2) Mac 2000 Profile
- DF50 Hazer
- Genie electric personal lift with 2'-0" extension bucket (max. platform height 20'-0"). Unable to move lift across stage while raised. Must roll Genie over plywood when moving across Marley.

**We have a backup Genie that we can get from across campus that will roll on Marley. Please advance if you would like us to bring this Genie over.

JVD LIGHTING INVENTORY 7/1/14

<u>Type:</u>	<u>AMT</u>	<u>Wattage</u>	<u>Notes</u>
ETC S4 19°	18	750	Stay in FOH light gallery
ETC S4 26°	18	750	Center Arts owned
ETC S4 36°	20	575	Older instruments
ETC S4 25° - 50° Zoom	4	750	
Extra 19° Barrel	2		
Extra 26° Barrel	5		
Extra 36° Barrel	6		
Extra 50° Barrel	2		
Altman ERS 6x9	18	750	
Altman ERS 6x12	29	750	
Altman ERS 6x16	12	750	
Altman ERS 6x22	12	750	Stay on 3rd Box Booms
Strand ERS 6x4.5	8	750	
Strand ERS 6x9	7	750	
Strand ERS 6x12	5	750	
Beam Projector	16	750	
PAR Can	16	1k	WFL, MFL, or NSP available
Scoop	3	500	
Work Scoops	3	500	
Colortran 4 cell Far Cyc Units	8	1 K	
Cyc Unders 4 cell (Colortran)	8	750	
Selecon HUI Flood	8	500	
ETC S4 Fresnel	16	750	
8" Fresnel (Century)	8	1k	Older instruments
8" Fresnel (Altman)	13	1k	
6" Fresnel (Colortran)	18	750	
6" Fresnel (Altman)	4	750	

FLY SYSTEM

- Single purchase counterweight system
- 48' grid height; 30' TALL DROPS DO NOT FLY OUT OF VIEW!
- Fly rail located stage right; Lock rail at stage level; Pin rail at mid-height; Loading gallery at grid-level.
- Arbor maximum capacity: 1,200 lbs.
- Battens are 50'-0" long and 1.5" in diameter, unless otherwise indicated.
- 3'-0" pipe extenders available

LS#	DIST. FROM PL	DESCRIPTION
1	1'-0"	Projection Screen (permanent)
2	1'-6"	Main Curtain (permanent)
3	2'-8"	Hard Border
4	3'-2"	Legs #1
5	5'-4"	1st Electric (motorized)
6	6'-1"	
7	6'-7"	
8	7'-1"	
9	7'-7"	
10	8'-1"	Border #2
11	8'-7"	Legs #2
12	9'-8"	2nd Electric (manual)
13	10'-8"	
14	11'-2"	
15	11'-8"	
16	12'-2"	
17	12'-8"	Border #3
18	13'-2"	
19	13'-8"	Traveler/Legs #3
20	14'-2"	
21	15'-2"	3rd Electric (manual)
22	16'-2"	
23	16'-8"	
24	17'-2"	
25	17'-8"	
26	18'-2"	Border #4
27	18'-8"	Legs #4
28	20'-4"	4th Electric (manual)
29	21'-2"	
30	21'-8"	
31	22'-2"	
32	22'-8"	
33	23'-2"	
34	23'-8"	Border #5
35	25'-0"	Legs #5
36	25'-6"	Black Scrim
37	26'-0"	
38	26'-6"	

...continued on next page

39	27'-0"	Border #6
40	N/A	Dead pipe
41	29'-9"	5 th Electric (motorized pipe)
42	30'-0"	(motorized pipe)
43	30'-8"	
44	31'-8"	Legs #6
45		SL onstage tab
46		SL offstage tab
47	33'-1"	Black Out Drop
48		SR onstage tab
49		SR offstage tab
	33'-5"	Back wall (Cyc wall)

FLYRAIL NOTES

- Line set #3 is a 2" diameter pipe
- The 1st Electric is a motorized light bridge, 47'-4" long, with a maximum out trim of 25'-4"
- The 2nd Electric is 42'-0" long with a max out trim of 39'-7"
- The 3rd Electric is 42'-0" long with a max out trim of 37'-7"
- The 4th Electric is 48'-7" long with a max out trim of 38'
- Line set #41 is 53'-10" long, 2" in diameter & motorized
- Line set #42 is 53'-4" long, 2" in diameter & motorized
- The onstage tabs (line sets 45 & 48) are 7'-10" offstage from proscenium edge perpendicular to the other battens and run from the 1st electric to the 4th electric
- The offstage tabs (line sets 46 & 49) are 10'-2" offstage from proscenium edge perpendicular to the other battens and run from the 1st electric to the 4th electric
- The back wall is used as a cyc and is slightly light blue in color

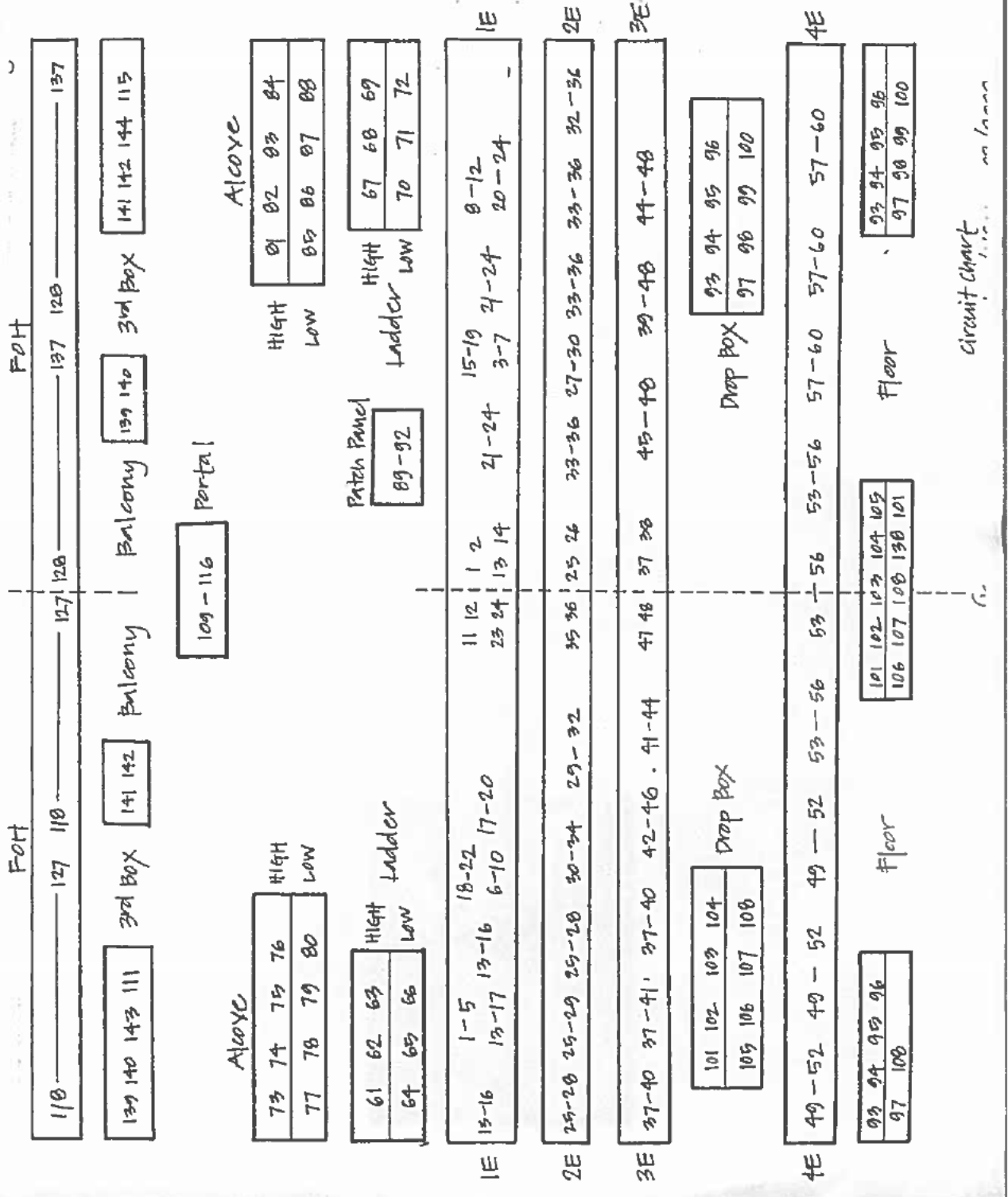
SOFT GOODS

- Main curtain is red; able to travel and guillotine.
- 6 sets of Musson black velour legs with fullness—12'-0"(w) x 24'-0"(h)
- 5 Musson black velour borders with fullness—50'-0"(w) x 9'-8"(h)
- 1 Musson black velour traveler with fullness—40'-0"(w) x 24'-0"(h)
- 1 blackout velour drop with fullness & split in the middle
- 1 black scrim—40'-0"(w) x 20'-0"(h) good condition
- 1 black scrim—40'-0"(w) x 24'-0"(h) fair condition (few small repaired rips, no bottom pipe pocket)
- 1 white scrim—40'-0"(w) x 20'-0"(h) older, fair condition...

NOTE: The maximum batten trim is 47'-9" and proscenium height is 20'-0", therefore any soft good over 27'-9" in height will be in audience sightlines even at max. trim! This includes both of our scrims and our traveler since it hangs from a track. We have 5 Met Clips to "trip" drops if needed.

JVD HOUSE LIGHTING CIRCUIT MAP 7/1/14

*JUST ADDED - Portal Circuits (109-117) are doubled at Patch Panel DSR



JOHN VAN DUZER THEATER
Audio Technical Specifications as of 7/1/14

MAINS:

JBL VRX932LAP. 5 boxes per side flown at the proscenium as a stereo pair. 4 Meyer CQ's (2-CQ1's and 2-CQ2's) Are added on the deck as side/orchestra fills

FRONT FILLS:

2 - Meyer UPM

SUBS:

4 – JBL MRX518 (single 18" per box)

MONITORS:

10 - JBL SRX712M (7 can be bi-amped w/ Crown xti4000 amps)

4 - JBL TR105 (15", passive only, powered with QSC1310 amps)

CONSOLES:

Yamaha PM3500-52	[52 channels, 8 Aux, 8 groups]
Soundcraft Spirit Monitor	[40 channels x 12 mixes]
Soundcraft Delta	[32 ch, 4 aux (2 pre/2 post), 4 groups]
Mackie 1604VLZ	[16 channels, 4 aux (2pre/2post)]

PROCESSING:

5 Klark-Teknik DN360B EQ (4 in MON rack, 1 in FOH rack)

DBX Drive Rack PA+

Yamaha SPX90II	2 – DBX 1066 – 2 ch. Comp/gate
Lexicon MX200	PreSonus ACP88 - 8 ch. Comp/gate
TCelectronic D2	TCelectronic M-one

MICROPHONES:

8 - SM58	1 - Audix i-5
6 - SM57	2 - Audix D-2
4 - SM81	1 - Audix D-4
2 - AKG414 (Stereo matched pair)	1 - Audix D-6
	2 - Audix SCX1-C
1 – PZM floor mic	1 - Audix SCX1-HC
1- Barcus Berry Piano Pickup	2 – Sure ULX SM58 wireless handheld

NOTES:

FOH position will be on flat 8'x12' audience area.

Slightly off center, it is at the back of orchestra level, 50' from main speakers. No overhanging balcony. 90' to back of balcony from main speakers. Orchestra lift is seated, approx. 800 total audience capacity.

SOUND LEVEL LIMITS

CenterArts follows the Occupational Safety & Health Administration regulation standard 1910.95(a) for sound level limits. We have a Db meter at the FOH sound mixing position to help your engineers stay within these limits.

OSHA 1910.95

Protection against the effects of noise exposure shall be provided when the sound levels exceed those shown in Table G-16 when measured on the A scale of a standard sound level meter at slow response. When noise levels are determined by octave band analysis, the equivalent A-weighted sound level may be determined as follows:

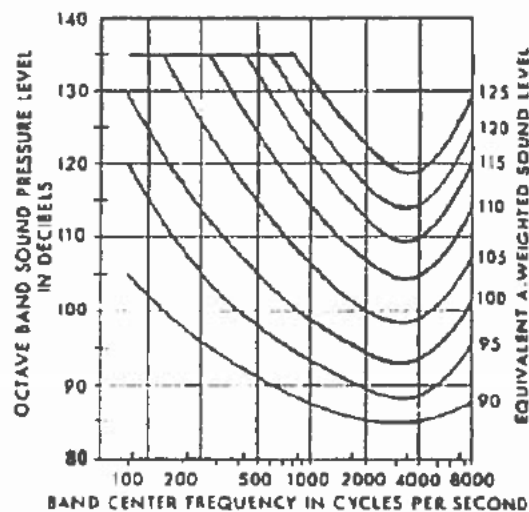
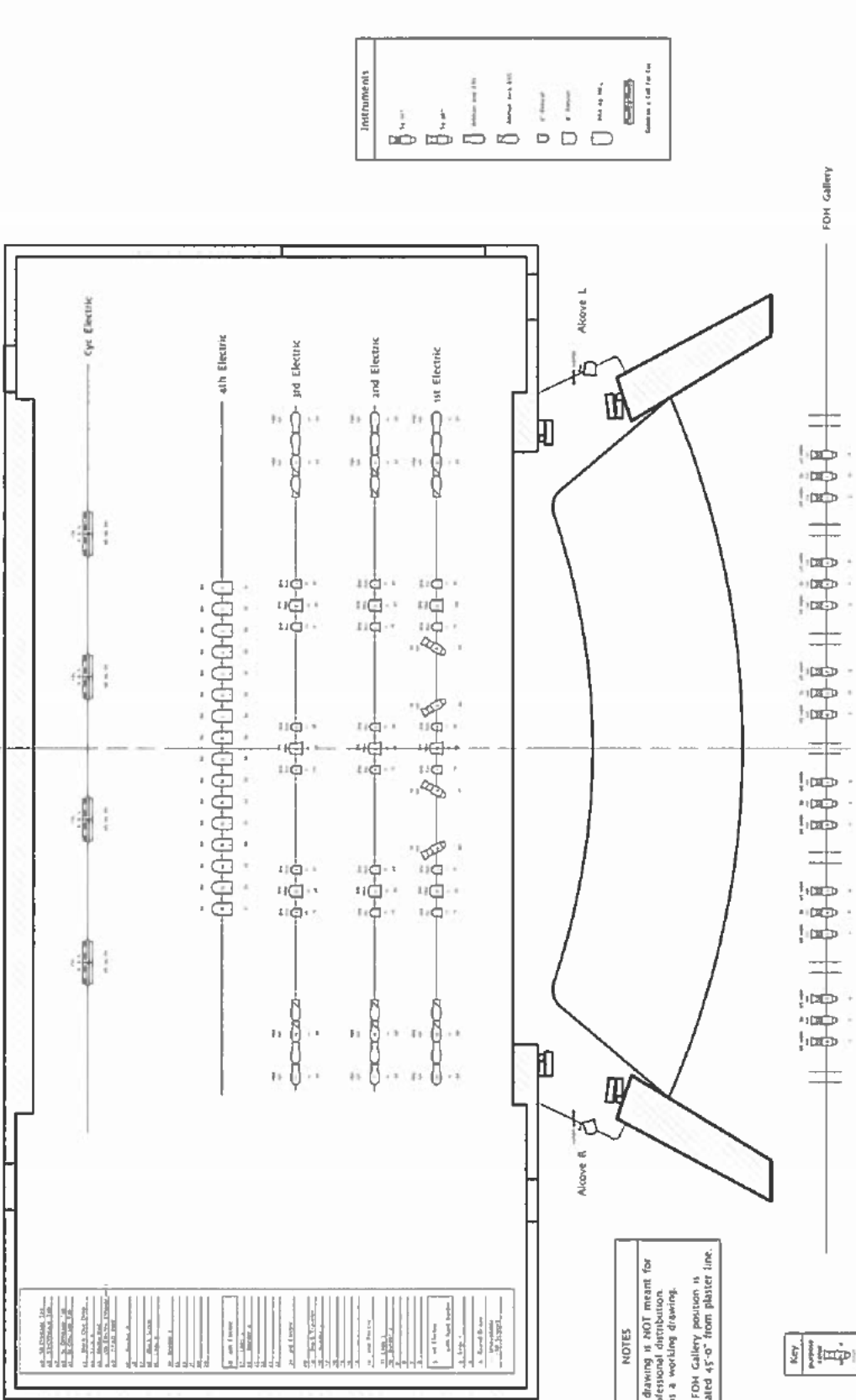


FIGURE G-9

Equivalent sound level contours. Octave band sound pressure levels may be converted to the equivalent A-weighted sound level by plotting them on this graph and noting the A-weighted sound level corresponding to the point of highest penetration into the sound level contours. This equivalent A-weighted sound level, which may differ from the actual A-weighted sound level of the noise, is used to determine exposure limits from Table 1,G-16.

TABLE G-16 - PERMISSIBLE NOISE EXPOSURES (1)

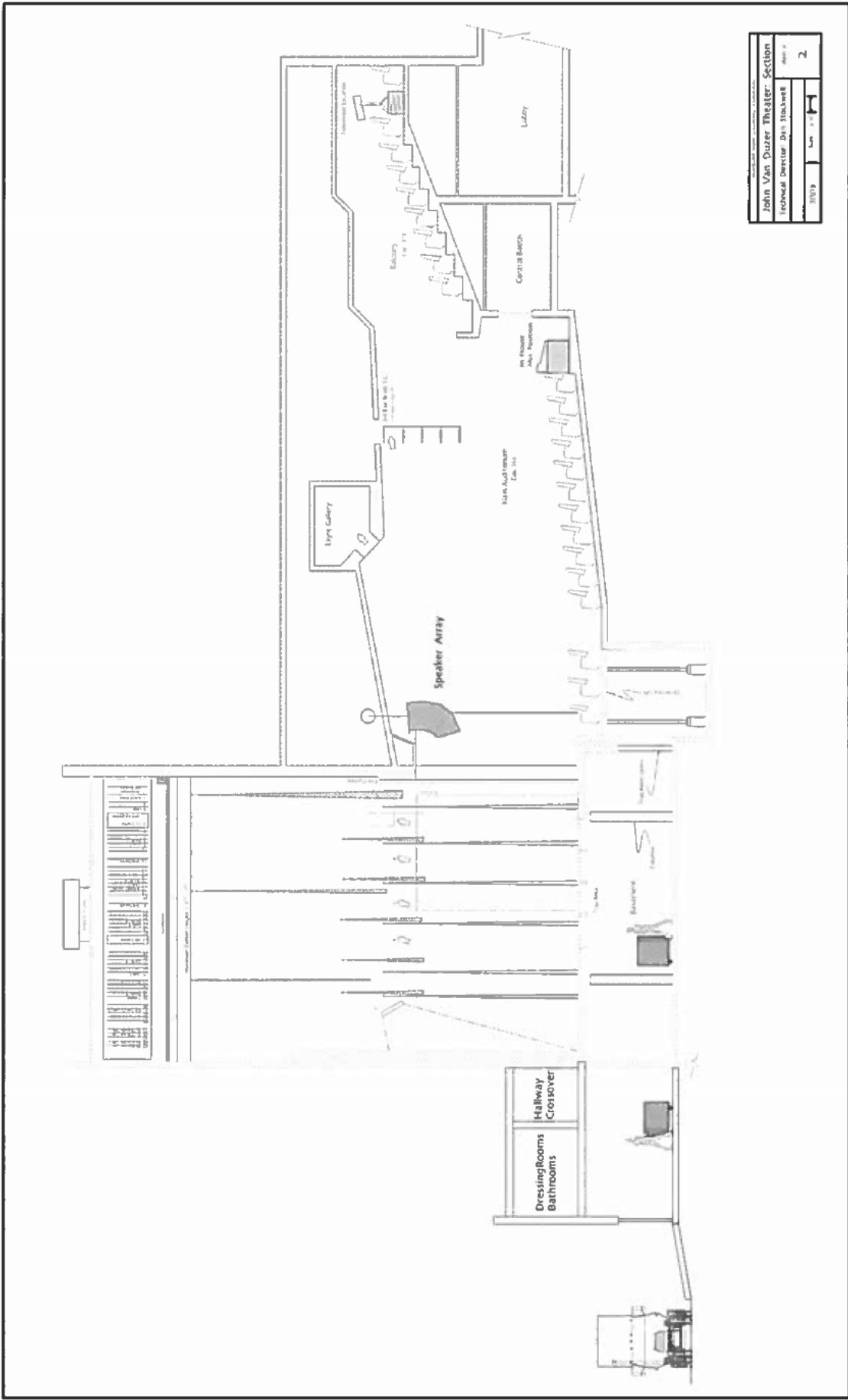
Duration per day, hours	Sound level dBA slow response
8.....	90
6.....	92
4.....	95
3.....	97
2.....	100
1 1/2	102
1.....	105
1/2	110
1/4 or less.....	115



Legend and schedule table with 2 columns: Symbol/Reference and Description. The table lists various electrical components and their specifications.

- NOTES**
- This drawing is NOT meant for professional distribution. It is a working drawing.
 - The FDH Gallery position is located 45'-0" from plaster line.





John Van Duzer Theater Section	
Technical Director: Dan Stokweil	Sheet #
2003	2

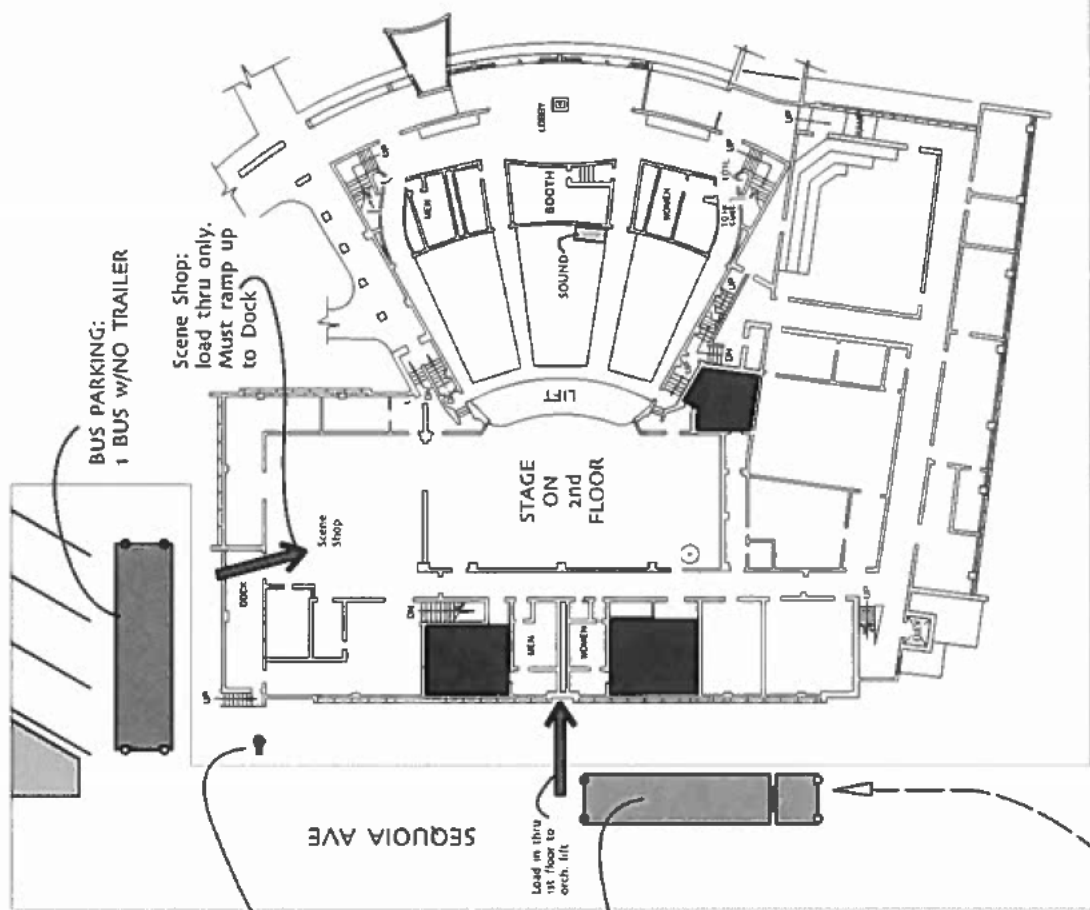


0 5 10 15 20
SCALE

CENTERARTS JOHN VAN DUZER THEATER

- Available Backstage Rooms only
- Lift is always seated
- Storage in back hall or basement only

WAY DUTY THEATRE	
SEATING	278
BALCONY	
FIXED FLOOR 3M	
REMOUNTABLE	52
TOTAL	815



Trucks may stage in fire lane on Laurel Drive.
All drivers must stay with the vehicles awake and alert
until released by university staff.



LAUREL DRIVE

Back into Sequoia Ave



9601 Wilshire Boulevard
3rd Floor
Beverly Hills, CA 90210
USA
Phone: +1 310-859-4477
email: jjb@WMEentertainment.com

TROMBONE SHORTY & ORLEANS AVENUE

T M ANDREWS TOURING LLC

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 29 May 2014 between T M ANDREWS TOURING LLC (hereinafter referred to as "PRODUCER") furnishing the services of TROMBONE SHORTY & ORLEANS AVENUE (hereinafter referred to as "ARTIST") and CENTER ARTS - HUMBOLDT STATE UNIVERISTY/Roy Furshpan (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Cnnditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. **ENGAGEMENT VENUE(S):**

JOHN VAN DUZER THEATRE
1 Harpst Street
Arcata, CA 95521
USA

2. **DATE(S) OF ENGAGEMENT:** Mon 22 Sep 2014

- a. Number of Shows: 1
- b. Show Schedule(s):
07:30 PM: Doors
08:00 PM: Trombone Shorty & Orleans Avenue; (75-90 min.)

No support. No intermission. No curfew.

3. **BILLING** (in all forms of advertising):

100% Headline "Trombone Shorty & Orleans Avenue"

4. **COMPENSATION:**

\$20,000.00 USD (Twenty Thousand U.S. Dollars) minimum GUARANTEE, plus the right to receive 85.00% of the gross box office receipts over \$34836.95.

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. **PRODUCTION AND CATERING:**

- a. PURCHASER to provide in-house sound, light and monitor systems (show cost - included in the rent). If deemed necessary by ARTIST's Production Manager, said "in-house" sound, light and monitor systems shall be augmented to meet ARTIST's minimum requirements (show cost - \$2,900 budgeted - not a cap) -- exact details to be mutually agreed upon between ARTIST's Production Manager and PURCHASER's Production Manager.
- b. PURCHASER to provide backline band equipment as required by ARTIST (show cost - \$1,500 budgeted - not a cap - NO SUBSTITUTIONS).
- c. PURCHASER to provide 1 (one) runner with a 15 passenger van in good working condition as required by ARTIST.
- d. The show production schedule (including without limitation, load-in, load-out, sound check and all other production call times) shall be subject to ARTIST's prior written approval and shall be advanced with ARTIST management or its authorized representative not later than one week prior to performance. PURCHASER's failure to comply with this paragraph shall be deemed a material breach of contract and ARTIST and ARTIST shall have the right to not perform the engagement and shall be entitled to receive the full agreed compensation.
- e. No support. No intermission. Should PURCHASER request a support act to be added to this engagement, it will be a show cost and must be approved in writing by ARTIST's management and/or WME. Further, it is understood and agreed that said "support act" will not affect ARTIST's production setup in any way whatsoever.

Production Contact: Michael Moore Jr.
(707) 826-4411 (off)

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation:
- b) Accommodations:
- c) Air freight and excess baggage
- d) Ground transportation:
- e) Meals and incidentals:
- f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

- a. PURCHASER does not pay deposits.
- b. Ticketing + Meet & Greet Guidelines & Restrictions:
 1. IT IS UNDERSTOOD AND AGREED THERE WILL BE NO VENUE, RADIO OR ANY OTHER PURCHASER GENERATED MEET & GREET. HOWEVER, ARTIST SHALL HAVE THE RIGHT TO CONDUCT ITS OWN MEET & GREET IN ITS SOLE DISCRETION.
 2. PURCHASER acknowledges and agrees that ARTIST may sell VIP packages in connection with the Engagement herein and that PURCHASER shall not participate in any revenue derived from the sale of said VIP packages. In addition, PURCHASER hereby grants and shall secure (at no cost to ARTIST) all necessary rights and approvals necessary for ARTIST to conduct its on-site activities as described hereinabove.
 4. ARTIST comps = 12.
- c. Marketing Guidelines & Restrictions:
 1. It is understood and agreed that ARTIST will be billed at all times as 100% Headline "Trombone Shorty & Orleans Avenue".
 2. Ticket header must be printed "Trombone Shorty & Orleans Avenue". No sponsors allowed on the ticket header.
 3. For all print and radio advertising materials, please contact Stephanie Myers (smyers@wmeentertainment.com / 310-786-4695). The use of any other advertising materials is not permitted and such ads cannot be altered. Final draft(s) of all advertisement(s) must be sent to Stephanie for approval prior to use.
 4. Marketing plans shall be submitted to Stephanie Myers (Smyers@wmeentertainment.com). These marketing plans must be approved in writing by Stephanie prior to your on sale.
 5. Any radio "presents" need written approval of ARTIST. Please direct all requests to Stephanie Myers.
 6. There shall be no visible sponsor signage on the stage. No implied endorsements or "presents" of any kind. Any exceptions to this must be approved in advance in writing by Stephanie Myers.
- d. Recording & Broadcast Guidelines & Restrictions:
 1. PURCHASER UNDERSTANDS THAT THIS CONTRACT IS SPECIFICALLY FOR A LIVE PERFORMANCE. TO CLARIFY, PURCHASER UNDERSTANDS NO LIVE BROADCASTS, NO AUDIO OR VIDEO RECORDING AND NO WEBCASTS WITHOUT PRIOR WRITTEN PERMISSION FROM ARTIST'S MANAGEMENT. IN ADDITION, PURCHASER SHALL MAKE BEST EFFORTS TO PREVENT ANY UNAUTHORIZED RECORDING, REPRODUCTIONS, TRANSMISSIONS, ETC. OF THE ARTIST'S PERFORMANCE HEREUNDER.

c. Any language that may have been contained in your offer, which is not included in this agreement, shall not be considered part of the contract.

a. ARTIST shall not publicly perform within 90 miles of Arcata, CA 90 days prior to engagement until completion of engagement without permission of PURCHASER (such permission not to be unreasonably withheld) -- this "Exclusivity Restriction" excludes private engagements.

8. ARTIST RIDER: IN-HOUSE SOUND, LIGHTS & PRODUCTION

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof
CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

9. CURRENCY AND EXCHANGE RATE:

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

10. PAYMENT TERMS:

a. All deposit payments shall be paid via certified or cashier's check sent to:

UNIVERSITY CANNOT PAY DEPOSITS

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC



OR via bank wire as follows:



Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).

Full guarantee of 320,000

b. ~~BALANCE~~ of the monies shall be paid to and in the name of PRODUCER by ~~certified or cashier's check or bank wire (as designated by PRODUCER)~~, to be received by PRODUCER not later than prior to the first show of the Engagement.

University check

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER ~~in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.~~ *next business day & university check*

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

ALL PAYMENTS BY UNIVERSITY CHECK

ANY PERCENTAGE PAYMENTS MADE BY UNIVERSITY CHECK MAILED FOLLOWING BUSINESS DAY

11. SCALING AND TICKET PRICES:

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Mon 22 Sep 8:00 PM	812 Reserved	\$45.00	12	0	800								\$45.00	\$36,000.00
	812		12	0	800									\$36,000.00

SCALING NOTES:

*Season discounts may apply

*Student Price \$15

ADJUSTED GROSS POTENTIAL:	\$36,000.00
TAX:	
NET POTENTIAL:	\$36,000.00

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Advertising	\$1,200.00				
Backline	\$1,500.00				
Box Office	\$500.00				
Catering	\$900.00				
Credit Cards		3.00%			box office only
Rent	\$500.00				
Runners	\$300.00				includes van rental
Security	\$1,500.00				
Sound & Lights	\$2,900.00				to augment house system
Ticket Printing	\$85.00				
Expense Totals:	\$9,385.00	3.00			

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

13. MERCHANDISING:

There shall be no use of ARTIST's name, likeness, logo or otherwise on any merchandise without prior written approval from management.

Artist sells, CD/DVD: 90.00% of proceeds to ARTIST.

Artist sells, T-Shirts/Soft: 80.00% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:

CENTER ARTS - HUMBOLDT STATE UNIVERISTY

Roy Furshpan
Humboldt State University
Arcata, CA 95521



By:

T M ANDREWS TOURING LLC



Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above. Attention: Byrd

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER 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 the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER. (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands 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 or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.

(7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).

(8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

D. PRODUCTION CONTROL

(1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.

(2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.

(3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.

(4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement.

Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event, and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism, threats, insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall

return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

H. BILLING

(1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.

(2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement.

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement, and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement, and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, public and comprehensive general liability insurance

coverage in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any) indemnifying and holding PRODUCER, ARTIST and ARTIST's traveling party and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives, harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any performance given under this Agreement or arising out of or in connection with this Agreement. The foregoing policies maintained by PURCHASER shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives, and each policy shall contain all appropriate riders and endorsements. PURCHASER will provide evidence of the existence of the insurance coverage referred to herein by naming PRODUCER, ARTIST, and their respective officers, directors, principals, agents, employees and representatives, as "additional insureds" and providing PRODUCER with originals or copies of certificates of insurance so reflecting and providing that PRODUCER shall be notified in writing by the insurance carrier of any change or modification in the policy, not less than fifteen (15) days prior to the effective date of such change. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder.

(2) Without limiting the generality of the foregoing, PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including, without limitation, reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, or any of its officers, directors, principals, agents, employees and representatives as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable 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 PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such 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.

(2) This (and any of PRODUCER's riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this

Agreement.

- (3) This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Los Angeles County in the State of California in accordance with the laws of that State, in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Los Angeles County in the State of California and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.
- (4) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.
- (5) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.
- (6) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or 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/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.
- (7) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.
- (8) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

TROMBONESHORTY & ORLEANS AVENUE

DRESSING ROOM & HOSPITALITY RIDER

- Hot meal for ten (10) people. **NOTE:** Please, no Cajun or New Orleans-style meals.
- A \$30 USD buyout per person (8 x \$3=\$240) in lieu of hot catered meal

- In addition to basic hospitality (water, ice, soda, cold snacks), an **ADDITIONAL \$25 USD** per person (8 x \$25=\$200) dressing room buyout is acceptable, per advance

IN DRESSING/GREEN ROOM - AT LOAD-IN. PLEASE!

BEVERAGES

- Whole-leaf chamomile tea bags (Mighty Leaf® Tea or similar), with honey
- Freshly-brewed gourmet coffee with condiments
- One (1) quart 100% orange juice - NOT from concentrate
- One (1) bottle Simply Lemonade® or Newman's Own® Lemonade
- Eight (8) assorted Odwalla® Drinks - Carrot, Protein, Berry, Mango, etc.
- Eight (8) bottles Ito En Oi Ocha® green tea
- One (1) 6-pk Dole® Pineapple Juice (single serving cans)
- Twelve (12) cans Classic Coke®, Sprite®, Root Beer, Orange soda pop assortment
- One (1) 6-pk Vita Coco® coconut water
- One (1) 6-pk Perrier® Sparkling Natural Mineral Water
- Two (2) four-bottle packets of 5-Hour Energy® shots
- Eight (8) 20-ounce bottles of Orange Gatorade®
- Two (2) cases bottled water - (1) for green room, (1) for stage - some room temp
- Twenty-four (24) bottles of premium beer (Peroni®, or local microbrewed Pale Lager) **OR** equivalent number of drink tickets, per advance
- Two (2) bottles premium Bourbon (Four Roses Small Batch, etc.), per advance
- Two (2) bottles premium wine, per advance

FOOD, UTENSILS & TOWELS

- Fresh whole fruit assortment (bananas, clementines, apples, grapes, berries), including lemons
- Professional-quality juicer, if available
- Two (2) boxes cereal, (1) sweet (Lucky Charms®, etc.) & (1) Raisin Bran
- One (1) Quart of Lowfat Milk.
- One (1) loaf organic wheat bread w/ (1) jar of peanut butter & (1) jar of jelly
- Pepperidge Farms® cookies, trail mix, chips & salsa, pretzels
- One (1) bag of beef jerky
- Six (6) assorted organic yogurt cups
- One (1) cheese and veggie tray with wheat crackers
- One (1) box nutrition/granola bars
- Assortment of Haribo®-brand Gummi candies
- Basic condiments, ROCKS ice, plates, utensils, paring knife & wine bottle opener
- One clean, working iron w/ clean ironing board
- Eight (8) preferably black hand towels for stage use, to be returned following show
- Twelve (12) room-temperature bottles of water at stage 60-minutes before hit

AFTER SHOW

- Three (3) large pizzas, three (3) pounds chicken wings, local takeout menus, or similar per advance, to be delivered to green room at end of artist's performance.

TROMBONESHORTY & ORLEANS AVENUE

REVISED MIC/BACKLINE REQUIREMENTS AS OF JANUARY, 2014

Trombone, Trumpet and Vocals (Trombone Shorty)

- One (1) Shure SM58 Wireless Handheld Mic
- Two (2) LP Cyclops handheld Jingle Tambourines, round w/ skin

* REASONABLE SUBSTITUTIONS
MAY BE PROVIDED
FOR ALL BACKLINE

Saxophones (Baritone – Dan Oestreicher; Tenor – Tim McFatter)

- No backline required

Drums (Joey Peebles)

- One (1) tuned DW Kit: 22"x18" kick, 13x10" mountable rack, 14" & 16" floor toms with legs – no hanging floor toms, please
- One (1) 14x6.5" DW Aluminum Shell Snare Drum (Main Snare Drum) w/ stand
- One (1) 14x5" DW Maple Shell Snare Drum (Left Side Snare) w/ stand
- Six (6) heavy-duty DW cymbal stands with all felts & sleeves
- One (1) DW 5000 Hi-Hat Stand including 21" rod [plus (1) backup]
- One (1) DW 9000 double-kick pedal w/ two-way pedal beaters [plus (1) backup]
- Kit Heads – NEW heads, please:
 - Snares: Remo Coated Ambassador.
 - Toms: (13", 14", 16") Coated Emperors-top; Clear Ambassadors-bottom
 - Bass Drum: (22") Clear Powerstroke 3 (batter), Powerstroke 3 (or standard DW logo head [resonant])
- One (1) Roc N Soc Hydraulic Drum Stool
- Three (3) Air-King High Velocity blowers, or similar high-powered air movers
- One (1) drum key
- Six (6) pair (1/2 block) Vater 5B Hickory Wood Tip drum sticks
- Paiste® (Endorsed) Cymbal pack to include:
 - 14" Signature Reflector Heavy Full Hi-Hats
 - 16" 2002 Medium Crash
 - 16" + 18" + 19" Signature Reflector Heavy Full Crashes
 - 20" 2002 Wild Crash
 - 22" 2002 Ride

Bass (Mike Ballard)

One (1) bass head amplifier (in order of preference) (**PLUS BACKUP**)

- Mesa Boogie Big Block 750 amplifier
- Mesa Boogie M9 Carbine amplifier
- One (1) Mesa Boogie 4x10" Vintage PowerHouse bass speaker cabinet
- One (1) Mesa Boogie 1x15 Vintage PowerHouse bass speaker cabinet
- One (1) guitar stand

Guitar (Pete Murano)

- Two (2) Fender Super Reverbs (VINTAGE preferred, reissues OK) (INCLUDES BACKUP)
- One (1) guitar stand

Note: **NON-U.S. Shows: (3) 110v step-down converters & (3) U.S. power strips

TROMBONESHORTY & ORLEANS AVENUE

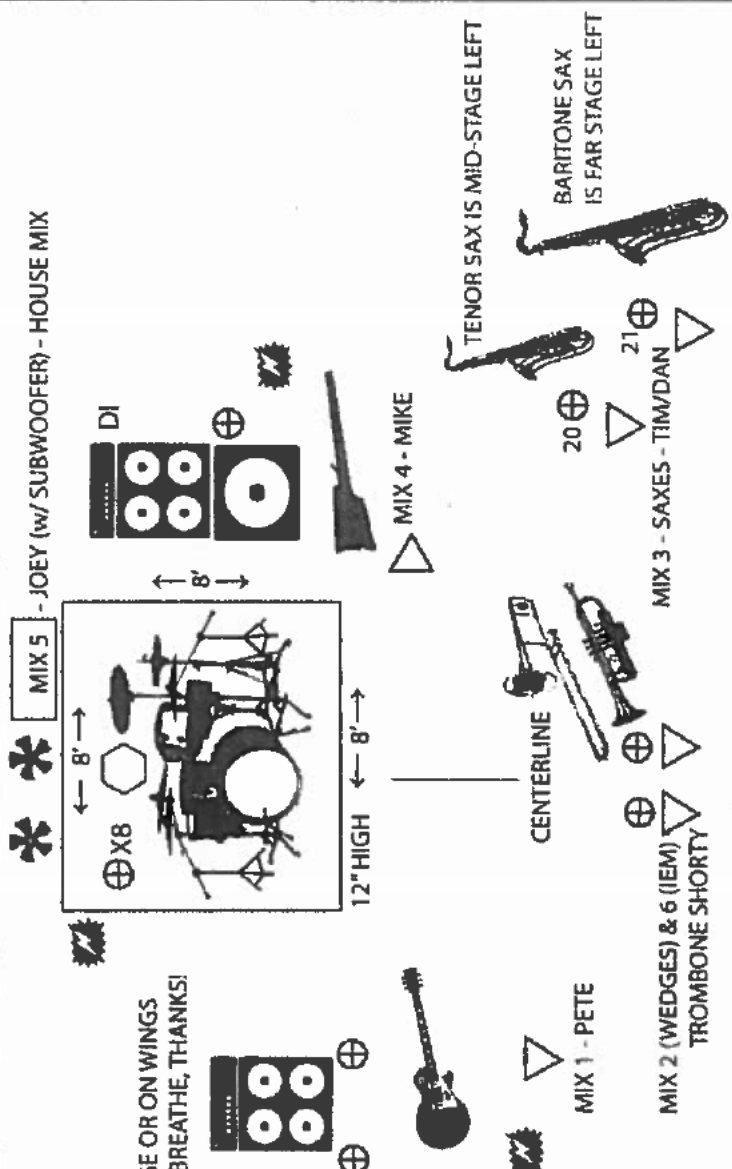
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OKM
DTS*

CH INPUT	MIC (IN ORDER OF PREF)	STAND	CH Input	MIC (IN ORDER OF PREF)	STAND
1 Kick In	Beta 81	N/A			
2 Kick out	Audix DC/Beta 62	short boom	13 Under Head Side	Neumann KM	short boom
3 Snare 1	SM Beta 57	short boom	14 Guitar Left	Sennheiser 609	short boom
4 Snare 1 bottom	Sennheiser 609	short boom	15 Guitar Right	Sennheiser 609	short boom
5 Snare 2	SM81	short boom	16 Bass DI		
6 Snare 2 bottom	Sennheiser 609	short boom	17 Bass mic	Sennheiser 421	short boom
7 Hat	Neumann KM	tail boom	18 TROY VX	SM58	straight
8 Rack	Sennheiser 906	clip	19 TROMBONE/TRUMPET	SM58's (burying)	straight
9 Floor 1	Sennheiser 421	clip	20 Tenor Sax	Sennheiser 421	tail boom
10 Floor 2	Sennheiser 421	clip	21 Baritone Sax	Beyer M88	tail boom
11 OH L	AKG 414	tail boom	22 FOH DI #1 - LEFT		
12 OH R	AKG 414	tail boom	23 FOH DI #1 - RIGHT		

PLEASE HAVE A WEDGE @ MON WORLD FOR CUE MIX

MON MIXES (FROM MOST TO LEAST):

- 1: Kick, HH, Vox, Trombone/Trumpet, Saxes
- 2: Trombone/Trumpet, Vox, Saxes, Kick, Snare HH, Guitar, Bass
- 3: Lots of Saxes ONLY
- 4: Kick, Vox, Trombone/Trumpet, Saxes, Guitar
- 5: Kick, Snare, HH, Vox, Bass, Guitar, Tom, Saxes
- 6: Trombone Shorty up HUGE, then match Mix 2



PLEASE REFRAIN FROM SMOKING BACKSTAGE OR ON WINGS DURING THE SET - THE HORN PLAYERS HAVE TO BREATHE, THANKS!

- ▽ = WEDGE
- * = FAN
- = THRONE
- ⊕ = MIC
- ⚡ = POWER DROP

