

**G. LOVE & SPECIAL SAUCE | Kate Buchanan Room | Arcata, CA | Sunday, Jan 25, 2015**

*VAN DVZEN THEATRE*

Agent: Aaron Pinkus | apinkus@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Tuesday, December 9, 2014 by and between CHICKEN GOOD TOURING, INC. F/S/O G. LOVE & SPECIAL SAUCE ("ARTIST COMPANY"), which shall furnish the services of G. LOVE & SPECIAL SAUCE ("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: *Kate Buchanan Room VAN DVZEN THEATRE*

ADDRESS: Humboldt State University 1 Harpst St.  
Arcata, CA 95521  
United States

SUPPORT: MATT COSTA

DATE OF SHOW(S): Sunday, Jan 25, 2015

DOORS: *7:00PM 7:30PM*

SUPPORT: 8:00PM MATT COSTA

ARTIST TIME: 9:15PM G. LOVE & SPECIAL SAUCE

CURFEW: 11:00PM-STRICT.

ANNOUNCE: 12.10.2014 Wed  
ON SALE: 12.12.2014 Fri  
AGES: All Ages

**CATERING MUST STAY WITHIN THE BUDGETED AMOUNT**

**2. COMPENSATION:**

\$ 5,000.00 guaranteed to ARTIST (the "Guarantee").  
Flat Guarantee.

**UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT**

**3. PAYMENT TERMS:**

PURCHASER shall pay a deposit in the amount of \$ 500.00 to PARADIGM TALENT AGENCY no later than Monday, January 12, 2015.

All deposits shall be payable by either bank wire to:

ACCOUNT  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Or by cashier's or certified check payable to PARADIGM ESCROW ACCOUNT and delivered to Paradigm Talent Agency at:

404 West Franklin St.  
Monterey, CA 93940

**ALL PAYMENTS BY UNIVERSITY CHECK**

*Full - 221*

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

*Flat -*

**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 MATT COSTA \$2,000.00 to Support.

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

**G. LOVE & SPECIAL SAUCE | Kate Buchanan Room | Arcata, CA | Sunday, Jan 25, 2015**

Agent: Aaron Pinkus | apinkus@paradigmagency.com

**6. BILLING:**

100% Headline  
G. LOVE & SPECIAL SAUCE to Close/MATT COSTA to Support/

**7. TICKET SCALING AND PRICES:**

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL
Student	812 <del>625</del>	-	15.00	9,375.00
General Public	0	-	25.00	0.00
<b>CAP: 625</b>	<b>TOTALS: 812 <del>625</del></b>	<b>0</b>		<b>\$ 9,375.00</b>

SCALING NOTES

**8. MERCHANDISE:**

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

**9. CONTACT DETAILS:**

**ARTIST:** **G. LOVE & SPECIAL SAUCE**  
Chicken Good Touring, Inc. f/s/o G. Love & Special Sauce  
c/o Bruce Nadell  
39 Broadway, Suite 750  
New York, NY 10006  
212-609-3404

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

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

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

**10. 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.

**G. LOVE & SPECIAL SAUCE | Kate Buchanan Room | Arcata, CA | Sunday, Jan 25, 2015**

Agent: Aaron Pinkus | apinkus@paradigmagency.com

**PURCHASER**

Roy Furshpan  
CenterArts/Humboldt State University  
1 Harpst Street  
Arcata, CA 95521  
E-Mail Contract To: [carca@humboldt.edu](mailto:carca@humboldt.edu)

By \_\_\_\_\_

Its \_\_\_\_\_

**ARTIST**

Jason Brown  
Chicken Good Touring, Inc. f/s/o G. Love & Special Sauce  
c/o Bruce Nadell  
39 Broadway, Suite 750  
New York, NY 10006  
212-609-3404

By \_\_\_\_\_

Its \_\_\_\_\_

**G. LOVE & SPECIAL SAUCE | Kate Buchanan Room | Arcata, CA | Sunday, Jan 25, 2015**

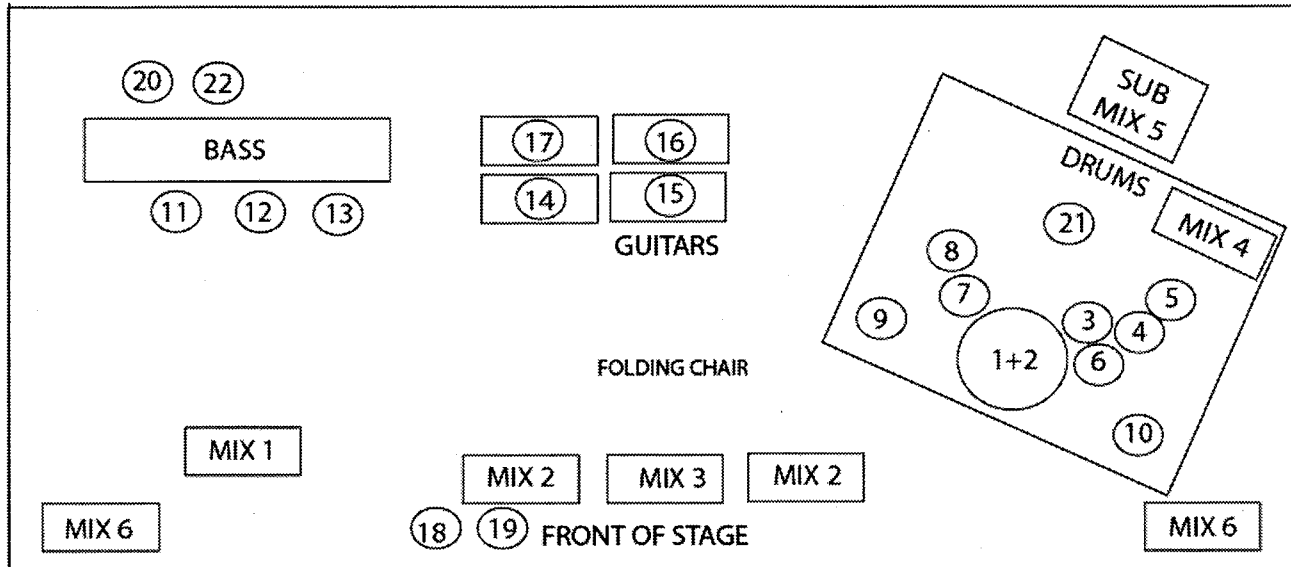
Agent: Aaron Pinkus | apinkus@paradigmagency.com

**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 have the right to have a representative present in the box office at all times and such representative shall have access to box office records of Purchaser relating to gross receipts of this engagement only.
9. Purchaser agrees to furnish at its own expense on the date and at the time of the performance(s) above-mentioned, all that is necessary for the proper presentation of the entertainment presentation, including a suitable theater, hall or auditorium, well heated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and public address system in perfect, working condition including microphones in number and quality required by Artist, dressing rooms, all necessary electricians and stage hands, all lights, tickets, house programs, all licenses including musical performing rights licenses, special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distribution of circulars, display newspaper advertising in the principal newspapers and Purchaser shall pay all other necessary expenses in connection therewith. Purchaser will pay all music royalties in connection with Artist's use of music, and in addition, the costs of any musicians (including Contractor) other than those furnished by Artist as part of Artist's regular company. Purchaser agrees to pay all amusement taxes. Purchaser shall comply with all regulations and requirements of any union or unions that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by Purchaser and Artist. Purchaser agrees to comply promptly with Artist's directions as to stage settings for the performance hereunder. If Artist so requires, Purchaser will furnish at its own expense all necessary facilities, electricians, stagehands and other personnel for lighting and dress rehearsals. Purchaser shall furnish at its own expense all other items and personnel (including but not limited to any and all personnel, including musicians, as may be required by any national required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefore, except for those items and personnel which ARTIST herein specifically agrees to furnish.
10. Artist shall have the sole exclusive control over the production, presentation and performance of the engagement hereunder, including but not limited to the details, means and methods of the performances of the performing Artists hereunder, and Artist shall have the sole right as Artist may see fit to designate and change at any time the performance personnel other than the Artist hereinafter specifically named.
11. Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by Artist to Purchaser hereunder and wherever there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
12. This constitutes the sole, complete and binding agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York. Purchaser shall not have the right to assign this Agreement, or any provision thereof, but Artist shall have the right from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in part to any person, firm or Corporation.
13. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make Artist liable in whole or in part for any obligation that may be incurred by Purchaser in Purchaser's carrying out any of the provisions hereof, or otherwise. The person executing this Agreement on Purchaser's behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.
14. If Purchaser is providing air transportation, Artist management is to receive hard tickets (or the financial equivalence) NO E-TICKETS, no less than 1 (one) month prior to engagement, or date may be cancelled and deposit (whether received or due) will be forfeited.
15. PARADIGM ACTS ONLY AS AGENT FOR ARTIST AND ASSUMES NO LIABILITY.

# G. LOVE and SPECIAL SAUCE

## STAGE PLOT AND INPUT LIST 2014



1. KICK 1 - Beater Side
2. KICK 2 - Front Head
3. SNARE
4. TIMBALE
5. BONGO
6. TOM 1
7. TOM 2
8. TOM 3
9. OH FLOOR SIDE
10. OH HAT SIDE

- SM56  
SM52  
SM56  
SM56  
SM57  
SM98  
SM98  
SM98  
VP88  
VP88

COMPRESSOR  
COMPRESSOR

GATE  
GATE  
GATE

11. BASS DI 1
12. BASS DI 2
13. BASS CABINET

- Passive DI  
AMPEG Head  
SM27

COMPRESSOR  
COMPRESSOR  
COMPRESSOR

14. GUITAR 1
15. GUITAR 2
16. HARP AMP
17. ACOUSTIC AMP
18. ACOUSTIC DI 1
19. ACOUSTIC DI 2

- SM56  
SM56  
Passive DI  
SM56  
DI 1 - LR BAGS  
Passive DI

COMPRESSOR

20. LEAD VOCAL
21. DRUM VOCAL
22. SPARE VOCAL

- SM58  
SM55  
SM58

COMPRESSOR WIRELESS  
COMPRESSOR  
COMPRESSOR WIRELESS

**ANY QUESTIONS PLEASE CONTACT:**  
**CHRIS DIBENEDITTO 215 688 0358**  
**CHRIS@PHILADELPHONIC.COM**

INPUTS 1-10: DRUMSET  
INPUTS 11-13: BASS  
INPUTS 14-19: GUITARS AND HARP  
INPUTS 20-22: VOCALS

PLEASE HAVE A MINIMUM OF THE FOLLOWING INSERTS:  
8 COMPRESSORS / 3 GATES

## G. LOVE & SPECIAL SAUCE RIDER

This Rider ("Rider") is attached to and made a part of the contract (the "Contract") between CHICKEN GOOD TOURING ("Producer") furnishing the services of G. LOVE & SPECIAL SAUCE ("Artist") and the purchaser of said services ("Purchaser") as defined on the face of the Contract in connection with Artist's performance(s) at the venue(s) described therein (the "Venue" or the "Engagement").

Producer and Purchaser hereby agree to the following additional terms and conditions:

### 1. BILLING / ADVERTISING

#### a. HEADLINE ACT

Unless otherwise stated to the contrary in the Contract, Artist shall receive one hundred percent (100%) sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over each of the foregoing. No other name or photograph shall (i) appear in equal or larger type with respect to size, thickness, boldness or prominence than the type afforded Artist; nor (ii) shall appear on the same line or above the name or likeness of Artist. Artist shall also have the right of approval of any and all other acts in the performance, their set times and set lengths.

#### b. SUPPORT ACT

If the Contract calls for Artist to perform as a support act, then Artist shall receive one hundred percent (100%) special guest star billing in any and all press releases, advertisements and other publicity including, but not limited to radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over each of the foregoing. No other name or photograph of any other support act shall (i) appear in equal or larger type with respect to size, thickness, boldness or prominence than the type afforded Artist; nor (ii) shall appear on the same line or above the name or likeness of Artist.

#### c. ADVERTISING

Producer shall have approval over all advertising and promotions, including, without limitation, ticket giveaways and radio "presents". If requested by Artist, Purchaser agrees to use all ad mats, radio spots, photographs and other material provided by Artist. Upon sell-out of an Engagement, Purchaser shall promptly stop all advertising in connection therewith.

### 2. CANCELLATION

Producer shall have the right, in its sole discretion, to cancel the Engagement without liability, by giving Purchaser notice thereof at least thirty (30) days prior to the start of the Engagement.

### 3. FORCE MAJEURE

If Artist's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any monies called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "Artist" shall include Artist or any member thereof.

### 4. INCLEMENT WEATHER

Producer's obligations hereunder shall be excused and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the full contract price plus any percentage monies called for in the Contract.

### 5. STAGING

Purchaser shall provide and pay for an adequate stage suitable for its intended purpose. Without limiting the generality of the foregoing, said stage shall be designed and constructed in order to accommodate Artist's production requirements including those contained in the attached Artist Production Rider (if any).

If the Engagement is intended to be performed outdoors, Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including Artist and their crew) from inclement weather and dangerous conditions resulting therefrom. The foregoing shall apply to, without limitation, all stage areas, mixing consoles and wiring. Producer shall have the sole right to determine in good faith whether such covering and grounding is adequate.

This provision is subject to the terms of the attached Artist Production Rider (if any).

### 6. CREATIVE CONTROL

Producer shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound, lights, choice of performers (including master of ceremonies and welcoming speakers) and their length of performance, stage sets, curtains, backdrops, song selection, manner of performance, and any music, film or videotape played to patrons at any time during the Engagement including prior to performance and during intermission (if any).

## 7. ANCILLARY RIGHTS

### a. RECORDING

Purchaser agrees that Artist's performance hereunder, including any part thereof, shall not be broadcast, photographed, recorded, filmed, taped or otherwise reproduced in any form, by any method, for any purpose, without Artist's and Producer's prior written consent. Purchaser shall deny entrance to the Venue to any persons carrying audio, film or video recording devices including, without limitation, patrons, press and Purchaser's staff. In furtherance thereof, Purchaser shall place large signs at all Venue entrances describing this prohibition.

If Purchaser, its agents, employees or contractors reproduce or cause or allow to be reproduced, Artist's performance (or any part thereof) in film, tape or in any other form, upon demand by Artist, Purchaser shall deliver all of the same (together with any and all masters, negatives and copies thereof) to Producer at Purchaser's sole cost and expense. The foregoing shall be in addition to all other rights and remedies available to Producer and Artist, which are hereby reserved.

Notwithstanding the foregoing, Producer shall have the sole and exclusive right to record (audio and/or visual) Artist's performance at no cost to Producer or Artist. Purchaser shall secure, at no cost to Producer or Artist, all approvals, consents and the like required by any third parties in connection therewith including, without limitation, those required by the Venue, and any unions or guilds.

### b. RIGHT OF PUBLICITY

Except as otherwise agreed in writing, nothing contained herein is intended, nor shall it be construed, to grant Purchaser any rights in connection with the use of the name, voice, likeness, logo or biographical information of Artist or any member thereof.

### c. MERCHANDISING

Producer, or its designee, shall have the sole and exclusive right, without obligation to any party, to sell and distribute merchandise of any kind at the Engagement including, without limitation, merchandise containing the name, voice, likeness and logo of Artist and any member thereof (collectively "Artist's Merchandise"). ~~Unless otherwise agreed to in writing, Producer shall retain one hundred percent (100%) of the gross receipts resulting from the sale of Artist's Merchandise.~~ Purchaser shall provide, at its sole cost, well lit, secure, prime locations for merchandising. Producer shall have sole approval over any vendors selling Artist's Merchandise. Purchaser shall, at its sole cost, prohibit the sale or distribution of all unauthorized or so-called "bootleg" merchandise on or adjacent to the Venue.

- 90/10 Split -

### d. CONCESSIONS

The sale of food and drinks at the Engagement shall be limited to areas located outside of the performance area and shall not be visible from the stage. If alcoholic beverages are sold or distributed at the Engagement, then Purchaser assumes sole liability for all damage or injury to persons or property in connection therewith.



### c. SPONSORSHIP

#### (i) Purchaser / Venue Sponsors

All forms of sponsorship secured or obtained by Purchaser and/or the Venue relating to the Engagement, whether part of an on-going series or specifically for the Engagement, are subject to the following:

All such sponsorship must be approved by Producer not later than fourteen (14) days prior to the Engagement.

To the extent Producer consents to sponsorship as stated above, the terms of Producer's consent thereto shall be subject, in part, to the following conditions: (i) sponsorship shall not be used directly or indirectly to suggest that Artist, or any member thereof, endorses, uses or otherwise is associated with the products or services of any sponsor(s); (ii) banners or other signage shall not be located within the performance area including any areas on, above, or near the stage; and (iii) Artist shall retain creative approval over same.

The term "sponsorship" as used herein, shall be given the broadest possible definition and shall include, without limitation, all use of or references to the name, logo or likeness (as applicable) of any product, service, business, person or any other entity (apart from the name or logo of Purchaser), whether or not Purchaser receives compensation in connection therewith. The foregoing shall include, without limitation, posters, handbills, newspaper and radio ads, promotional items, tickets and the like.

#### (ii) Artist Sponsors

Notwithstanding the foregoing, Artist shall have the right to secure sponsorship agreements in connection with the Engagement. Artist shall have the right (at no cost to Producer or Artist) to implement the terms thereof including, without limitation, the right to (i) place banners or other signage within the Venue; (ii) cause said sponsors to be used in any promotions or advertisements relating to the Engagement; and (iii) retain creative approval over the implementation of same.

### 8. LIABILITY

Except as otherwise specifically provided herein, Purchaser assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities and/or damages related to or based upon the presentation or production of the Engagement.

### 9. SETTLEMENT

#### a. TICKET MANIFEST

Purchaser shall deliver to Producer's agent, Monterey Peninsula Artists at least two (2) weeks prior to the Engagement, a plot plan and printer's manifest of the Venue (including a notarized, signed statement from the ticket printer, listing amount of tickets printed at each price); provided that Producer or its agent's failure to request, review or comment on same shall not be deemed a waiver of Purchaser's obligations or Producer's rights herein. (If a computerized system such as

Ticketmaster is not used, Purchaser agrees to provide Producer, at the Engagement, with all unsold tickets for Producer to count and verify.) Purchaser shall also deliver to Producer, during the Engagement, all reports, of any kind, available to Purchaser from any ticket agency (e.g., Ticketmaster) which describe seats at the Venue whether or not such seats are available for sale (collectively "Manifests"). These Manifests shall include, without limitation, box seats, corporate seats, luxury seats, standing room seats and subscription seats.

Producer shall be compensated for all tickets listed on the Manifests as being sold (at the price stated on the face of the Contract) less (i) approved complimentary tickets (pursuant to this Rider); and (ii) any unsold tickets presented to Producer at the Engagement. In addition, Producer shall be compensated for all seats located in the Venue which are occupied during the Engagement but not listed on the Manifests (including, without limitation, corporate box seats and permitted standing room); such seats shall be deemed sold for not less than the highest price for which the Venue is scaled.

#### b. TICKETS

Producer shall have approval over the sale of tickets including, without limitation, ticket price (including any discounts and premiums), facility fee (if any) and on sale date. Purchaser shall not sell tickets to the Engagement as part of a subscription or other type of series of other concerts, without Producer's written consent. All tickets printed under the Manifests shall be of the one stub, one price variety. No tickets shall be sold for seats located to the rear of the stage where the stage and equipment on stage is obstructing normal eye-level viewing of Artist's performance, unless the location of the seat is clearly indicated on the ticket as "impaired vision" or "behind stage". Purchaser shall be solely responsible for counterfeit tickets and Producer shall be deemed to be paid on said tickets. If Purchaser requests or causes tickets to be "pulled" Purchaser shall be solely responsible for same as if said tickets were purchased, even if Purchaser attempts to return said tickets.

If Producer is to receive a percentage of the gross receipts for the Engagement pursuant to the terms hereof, the term "gross receipts" or "gross box-office receipts" or similar phrases, shall mean all box-office receipts computed on the basis of the full retail ticket price for all tickets sold and in no event less than the full retail ticket price for all persons entering the performance with no deductions of any kind, except only sales tax and discounts as approved by Producer.

#### c. ACCESS TO BOX OFFICE

Producer shall have the right to enter the box-office at any time (before, during and after the performance) to examine and make extracts from the box-office records of Purchaser relating to the gross receipts of the Engagement. Purchaser shall provide Producer with a written box-office statement (certified and signed by Purchaser) within two (2) hours following the Engagement.

#### d. BREACH

If Purchaser sells tickets above the authorized ticket price(s) or otherwise sells tickets above the capacity of the Venue (as stated on the face of the Contract), then Purchaser shall be deemed in material breach of contract. In such event, Producer shall receive one hundred percent (100%) of the additional gross box office receipts resulting therefrom. The foregoing shall be in addition to all other rights and remedies available to Producer and Artist, including those defined in this Rider, which rights and remedies are expressly reserved.

## a. EXPENSES

If expenses are used to calculate the monies payable to Producer, then the following shall apply:

(i) Producer shall have approval over all expenses. As a condition to Producer granting such approval, Purchaser agrees to only submit actual expenses based on original invoices (not copies). In addition, Purchaser agrees to submit to Producer all original contracts applicable to the Engagement including, without limitation, contracts for the following: hall rent, production, catering, ticket commissions, insurance, advertising and security.

(ii) If the expenses submitted by Purchaser exceed the anticipated expenses (agreed to by the parties in writing prior to the Engagement), then the expenses exceeding the anticipated amount shall not be accepted. However, if such expenses are less than the anticipated expenses, then the lesser amount shall be applicable.

(iii) Advertising invoices must include original invoices; only net-advertising invoices are acceptable (regardless of whether an outside or in-house ad agency is used). No fees will be allowed for public relations or promotions firms. Original tear sheets must accompany all print invoicing.

(iv) Without limiting the generality of the foregoing, the following expenses are not acceptable: (aa) any costs related to Purchaser's employees such as payroll, transportation and accommodations; (bb) clean-up costs; and (cc) any damages related to the use of alcohol by patrons.

## 10. COMPLIMENTARY TICKETS

### a. PURCHASER COMPS

Unless otherwise agreed to in writing, Purchaser shall not distribute more than 1% of the Manifested seating as complimentary tickets for each show. If the Venue contains reserved seating, then said tickets shall be distributed one percent (1%) from reserved and one percent (1%) from general admission (if it exists). Purchaser shall supply Producer with a verifiable statement detailing to whom each complimentary ticket was given. The foregoing is subject to the terms of the attached Artist Production Rider (if any).

Each of Purchaser's complimentary ticket shall be issued only as a fully punched ticket. Purchaser agrees to supply proper radio, television and newspaper personnel with complimentary tickets from this allotment. If Purchaser distributes any complimentary tickets above the foregoing allotment, or otherwise sells tickets at a discounted price, then Purchaser shall be deemed to have purchased such tickets at the maximum, day of show ticket price (or maximum offered ticket price if there is no day of show price). All complimentary tickets must be stamped "comp ticket."

Notwithstanding the foregoing, Producer shall have approval over all so-called ticket "give-a-ways" and ticket "trades" used to advertise the Engagement. If such approval is granted, tickets shall only be distributed on an equal, one to one basis in exchange for advertising time. By way of example, if the face value of a ticket is \$20, then this shall apply to \$20 worth of advertising. Purchaser shall provide Producer with original invoices confirming said transactions.

b. ARTIST COMPS

Purchaser shall provide Artist with <sup>10 shall venue - m) v</sup> fifty (50) complimentary tickets for each performance of the Engagement, located in prime locations.

11. BREACH

Each of the terms and conditions of this Rider and Contract is necessary and essential for Producer's full performance of its obligations hereunder. Accordingly, if Purchaser refuses or neglects to fulfill all of the terms and conditions contained in the Rider or the Contract (including, without limitation, the payment of any monies due and any services and items required hereunder) then Purchaser shall be deemed in material breach of contract. In such event, Producer shall have the right, without waiver of any other rights and/or remedies, all of which are reserved: (i) to refuse to perform this Contract; (ii) to cancel the Engagement; and (iii) to retain any amounts paid to Producer as partial compensation.

If on or before the date of the Engagement, Purchaser has failed, neglected, or refused to perform any contract with any other performer or entity, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory (in Producer's good faith opinion), Producer shall have the right to demand immediate payment of the full contract price specified herein. If Purchaser fails or refuses to make such payment immediately, Purchaser shall be deemed in anticipatory breach of contract. In such event, Producer shall have the right, without further obligation to Purchaser (i) to refuse to perform this Contract; (ii) to cancel the Engagement; (iii) to retain any amounts paid to Producer as partial compensation; and (iv) Purchaser shall remain liable to Producer for the full contract price, including any percentage monies due. The foregoing is in addition to all other rights and/or remedies available to Producer or Artist in law and/or equity.

12. INDEPENDENT CONTRACTOR

The relationship between Producer and Purchaser is that of independent contractors. Accordingly, nothing in this Contract is intended, nor shall it be construed to constitute the parties as a partnership, joint venture, employee/employer relationship, principal/agent relationship or other relationship and neither party shall represent itself to third parties as such. Producer and Artist shall not be liable in whole or in part for any obligation incurred by Purchaser in carrying out its obligations hereunder.

13. INDEMNIFICATION

Purchaser agrees to indemnify and hold harmless Producer and Artist and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement; or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein.

#### 14. TAXES

Purchaser shall pay, at its sole cost, all taxes, fees, dues, levies and the like relating to the Engagement and the sums payable to Producer shall be free of same. The foregoing shall not apply to any Federal or State income taxes imposed by law on Producer or Artist for Engagements performed within the United States (unless otherwise stated on the face of the Contract) but shall apply to all other forms of taxes including, without limitation, any business occupations tax or any value added tax ("VAT").

#### 15. CHOICE OF LAW AND FORUM / ATTORNEYS' FEES

This Rider and Contract shall be deemed made and entered into in the State of California and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The State or Federal courts located in Los Angeles County, California shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts. In such event, the prevailing party to such dispute shall have the right to be reimbursed by the other party for its reasonable attorneys' fees.

#### 16. INTERNATIONAL TRAVEL

If the Engagement is to be performed outside the continental limits of the United States, Purchaser agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable Artist, entourage and their equipment to enter and leave the country of the Engagement and for Artist and Artist's performers to render their services hereunder. Purchaser shall cause the foregoing to be provided to Producer (or to such location as directed by Producer in writing) in a timely manner. To the extent Purchaser requests any information or documents from Artist or Producer in connection therewith, such request shall be in writing and shall be made in a timely manner.

#### 17. INSURANCE

Purchaser shall provide, at its sole cost, Commercial General Liability insurance covering any claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the Venue, but shall not be less than One Million U.S. Dollars (\$1,000,000) aggregate per occurrence and One Million U.S. Dollars (\$1,000,000) per event, placed with an insurance carrier acceptable to Producer. Said insurance shall be in full force and effect at all times Producer, Artist or any of their respective employees, agents or contractors (or any of their respective equipment) is or are at the Venue. Purchaser shall cause Producer, Artist and each of their respective agents and employees to be listed as additional insureds in connection with the foregoing insurance policies.

Purchaser shall also provide, at its sole cost, a policy of Worker's Compensation insurance covering all of Purchaser's employees, subject to the requirements of the applicable state or foreign law.

Purchaser shall provide certificates of insurance evidencing the above policies to Producer, at least fourteen (14) days prior to the start of the Engagement. Producer's failure to request, review or comment on such certificates shall not affect Producer's rights or Purchaser's obligations hereunder.

## 18. SECURITY

Purchaser is solely responsible for providing security in connection with the Engagement. To this end, Purchaser shall provide and pay for adequate security for the protection of all persons and property in connection with the Engagement including, without limitation, Producer, Artist (and each of their respective agents, employees, contractors and equipment) and patrons. The foregoing is in addition to any other security requirements of Producer contained in the attached Artist Production Rider (if any).

## 19. LICENSES / PERMITS

Purchaser shall secure, at its sole cost, all licenses, permits, certificates, leases, authorizations and the like required or requested by any union, guild, governmental authority, performing rights society, Venue owner or any other third party in connection with (i) the Engagement; and (ii) Artist's / Producer's exercise of any rights granted herein. Purchaser agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues and fees applicable thereto. Upon request, Purchaser shall provide Producer with evidence of the foregoing; provided that Producer's failure to request or review same shall not be deemed a waiver of Purchaser's obligations or Producer's rights hereunder.

## 20. GENERAL REQUIREMENTS / PRODUCTION RIDER

Except as otherwise agreed to by the parties in writing or as otherwise stated in the attached Artist Production Rider (if any), Purchaser shall provide, at its sole cost, all elements of the production as required by Artist including, without limitation, catering, dressing rooms, internal ground transportation, sound, lights and backline equipment.

If the Artist Production Rider is attached hereto, then said Artist Production Rider shall be made a part hereof and Purchaser agrees to fulfill or cause to be fulfilled, at its sole cost, all terms and conditions contained therein.

## 21. ADDITIONAL REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants that: (i) it has the right and authority to enter into this Rider and Contract and to fully perform its obligations contained herein; (ii) it has the right to grant the rights granted herein and that Artist's / Producer's exercise of any such rights does not and will not infringe upon or impair the rights or interests of any third party; (iii) all goods, equipment and other materials provided by Purchaser (or at its request or direction) shall be safe, fully operational, and will not cause injury or damage to any person or property; and (iv) that all persons provided by Purchaser (including, its agents, employees and contractors) shall be adequately trained and capable of performing their required duties and that such persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property. The undersigned warrant and represent that they are authorized to execute this Rider and Contract on behalf of the respective parties.

22. RETURN OF CONTRACT

Purchaser agrees to sign and return this Rider and Contract to Producer's agent, *Monterey Peninsula Artists* within ten (10) days from the date of the Contract; otherwise Producer shall have the right to cancel the Engagement upon notice thereof without liability. Producer's failure to exercise its right to cancel the Engagement upon the completion of said ten (10) day period shall not be deemed a waiver of Producer's right to cancel the Engagement at any time thereafter.

23. MODIFICATION / ASSIGNMENT / MISC.

This Rider and Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Rider and Contract (or any part thereof) may not be changed, modified or waived except by a signed, written agreement of the parties. Nothing in this Rider or Contract shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over the services of Artist or the Engagement. Whenever there is any conflict between any provisions of this Rider and Contract and any law, rule or regulation, said law, rule or regulation shall prevail, and this Rider and Contract shall be modified to the extent necessary to eliminate such conflict. This Rider and Contract may not be assigned without the written agreement of the parties; otherwise, any such attempted assignment shall be deemed null and void.

24. NOTICES / CONSENTS

All notices, consents, approvals, agreements and the like given in connection with this Rider and Contract shall not be effective unless contained in a writing, signed by the party giving same.

25. PARAGRAPH HEADINGS

Paragraph headings are used herein for convenience only and shall not be used to interpret this Rider.

AGREED TO AND ACCEPTED:

PURCHASER

CHICKEN GOOD TOURING

By: 

By: 

# G. Love & Special Sauce Hospitality Rider

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

## **Please Note:**

All rider items to be fair trade and organic whenever possible.

Dressing room to be properly cleaned and enough seating for ten people.

Dressing room to have electricity points to plug in electronics.

Please have appropriate recycling and trash setups for each dressing room and backstage

## **G. LOVE AND SPECIAL SAUCE DRESSING ROOM**

**Please Note:** To Be Set No Later Than 5:00 PM & Re-iced Hourly

### **Beverages:**

- Six (6) Guinness Bottles – Iced
- Twelve (12) Microbrew- Iced
- Twelve (12) Corona – Iced
- Six (six) Ginger Ale – Iced
- Six (6) Cokes- Iced
- One (1) Case of Poland Spring (or comparable) Bottled Water – Room Temp. No Dasani.

### **Miscellaneous**

- Clean Drinking Ice
- One Sleeve of recyclable drinking cups (not Styrofoam)
- Twenty (20) Clean Towels (10 to stage, guitar tech, 10 to dressing room);

## **G.LOVE AND SPECIAL SAUCE BUS STOCK**

**Please Note:** Bus Stock is to be delivered to the Tour Manger upon Sound Check. ALL ITEMS MUST REMAIN UPOPENED & IN THEIR ORIGINAL PACKAGING.

### **Deli Foods**

- 1/2 pound Organic Smoked Turkey – Sliced (get on Mondays, Wed, Fri, and Sunday)
- 1 Pound Chunky Gourmet Chicken Salad (Get on Tuesday, Thursday, and Sat)
- 1 Pound Quality non prepackaged Tuna Salad (Get on Tuesday, Thursday, and Sat)
- 1 Pound of Roast Beef (get on Mondays, Wed, Fri, and Sunday)
- 1/2 pound High Quality Corned Beef – Thinly Sliced (Friday's only)
- 1/2 Pound of Salami (Get on Tuesday, Thursday, and Sat)
- 1/2 Pound chunky Ham (Get on Tuesday, Thursday, and Sat)
- 1/2 pound Cheddar Cheese – Sliced (everyday)
- 1/2 pound of Havarti- (get on Mondays, Wed, Fri, and Sunday)
- 1/2 pound of Swiss- (Get on Tuesday, Thursday, and Sat)
- 1/2 Munster Cheese - (Get on Tuesday, Thursday, and Sat)

### **Condiments**

- One (1) Container organic Salsa
- One (1) container of hummus



### Grains/Snacks

- One (1) Box organic Crackers
- One (1) Loaf of Soft Multi Grain Bread- Sliced
- One (1) Box cereal – (special K, Raisin Brand or Frosted Mini Wheat)
- Two (2) Bags of Kettle Potato Chips (BBQ, Salt & Vinegar or Regular)
- One (1) Bag of Garden of Eatin Blues or Red Hot's Corn Chips
- One (1) Bag of Bite Sized candy bars
- One (1) Box Fresh Baked Cookies
- Six (6) Assorted Health Bars (Cliff Bar)
- One (1) can of Cashews
- Five (5) Apples (fuji if possible)
- Five (5) Bananas (not brown)
- One small Vegetable tray.

### Juice/Milk/Soda

- One (1) quart 1% Milk
- One (1) quart Skim Milk
- One (1) quart of Half and Half
- One (1) pound Fresh high quality ground coffee
- Six (6) 16 oz. Bottles of different flavored Odwalla (Mango Tango, Berry B, Strawberry C, NOTHING GREEN)
- One (1) quart Fresh 100% no sugar added Orange Juice
- Two (2) Kombucha
- One SIX PACK of Activia fat free yogert (Wednesday, Saturday)
- One (1) Bottle Ocean Spray Cranberry Juice
- Four (4) Red Bull Sugar Free
- Six (6) Propel Gatorades (orange, lemon-lime. red)
- Six (6) Cokes
- Six (6) Ginger ale
- One (1) Case of Poland Spring (or comparable) Bottled Water – Room Temp. No Dasani.

### Alcohol

- Two (2) Limes
- Two (2) Lemons
- Two (2) Quality Vintage Red Wine, 750 ml - (between \$15 and \$20)
- ~~One (1) Bottle Makers~~
- ~~One (1) Bottle Grey Goose Vodka (Monday, Wednesday, Friday, Sunday)~~
- ~~One (1) Bottle Patron Tequila (Tuesday, Thursday, Saturday)~~
- Twelve (12) Corona Bottle.
- Twenty Four (24) Local Micro brew (variety pack)
- Fifty (50) pounds of Ice for Bus.

### Others

- Two (2) 9 Volt Batteries
- Four (4) AA Batteries
- Three (3) Lighters
- One wine/ bottle opener
- One Sleeve of recyclable drinking cups
- Twelve (12) recyclable Coffee Cups

**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.

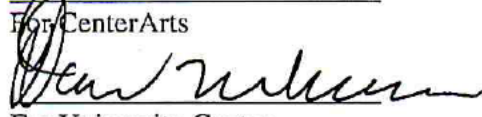
13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns,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

  
\_\_\_\_\_  
For CenterArts

  
\_\_\_\_\_  
For University Center

Updated: April, 2009