

This contract for the personal services of musicians on the engagement described below is made this **August 26, 2015**.

- Name of Artist: **Greensky Bluegrass**
- 1. Name & Place of Engagement: **Van Duzer Theatre, Humboldt State University, 1 Harpst Street, Arcata, CA 95521, USA**
- 2. Date(s) of Engagement: **Tuesday, November 3, 2015**
- 3. Starting Time of Engagement: **(2) 60 to 75 Minute sets at 9:15 PM. Doors open at 7:30 PM. Support at 8:00 PM. Curfew is 1:00 AM.**
- 4. Compensation Agreed Upon: **\$5,000.00 Guaranteed plus Purchaser to pay Artist \$500.00 bonuses at 500 tickets sold, 550 tickets sold, 600 tickets sold, 650 tickets sold and 700 tickets sold.**

- 5. Contracts due IMMEDIATELY, but no later than: **Friday, October 2, 2015**
- 6. Purchaser Will Make Payments As Follows:
 

Deposit 1:	Due no later than:
Deposit 2:	Due no later than:

Balance of \$5,000.00 plus bonuses, if applicable, ~~PAYABLE IN CASH (UNLESS OTHERWISE NOTED BELOW)~~ to Artist in full upon commencement of performance. *- Bonuses to be mailed the next business day - m*  
~~All deposits shall be made via BANK TRANSFER, CERTIFIED OR CASHIER'S CHECK ONLY payable to PARTISAN ARTS, Inc.~~ *m*

**NOTE: Any attached riders, as well as clauses 8 thru 9 on the reverse, are herein made a part of this contract.**  
 NOTE: The agreed 'soft' merch deal is 90% to Artist, 'Artist Sells', with Artist to retain the greater amount. The agreed merch deal for CD and Poster sales is 100% to Artist.  
 NOTE: Artist to receive 100% Headline Billing in all media. Billing to read "GREENSKY BLUEGRASS" in all media. Artist to approve all advertising prior to publication or distribution.  
 NOTE: Purchaser to provide sound and lights as per Artist's specifications at no cost to Artist.  
 NOTE: Support act, if any, must be approved by Artist. Purchaser to pay Tom Hamilton's American Babies \$250.00 to support as a show cost.  
 NOTE: Artist may elect to sell up to 10 Percent of tickets through Artist's web site using Applauze. On sale date to be approved by Artist.  
 NOTE: This is an all ages show.

ALL PAYMENTS BY UNIVERSITY CHECK \_\_\_\_\_ IN-HOUSE SOUND, LIGHTS & PRODUCTION \_\_\_\_\_  
 CATERING MUST STAY WITHIN THE BUDGETED AMOUNT UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT \_\_\_\_\_

Number of musicians: 5		Type of Engagement: Concert
<b>7. Agreed Ticket Type, Price(s) and Number of places:</b>		
Gen Public GA:	800 @ \$25.00	No. of Shows: 1
Student GA:	@ \$10.00	Total GP: \$20,000.00
		Tax 1:
		Tax 2:
		Net GP: \$20,000.00

**Total Capacity: 800 (Less Comps and Kills equals Net Capacity of 800)**

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

<p><b>Roy Furshpan</b>          X _____          Humboldt State University          Center Arts, 1 Harpst Street          Arcata, CA 95521          Phone: 707 826 4411          Fax: 707 826 5980          Venue Phone: 707 826 4411</p>	<p><b>Greensky Bluegrass, LLC</b>          X _____          c/o Partisan Arts          1505 Bridgeway, Suite 205          Sausalito, CA 94965</p>
---	---

**PLEASE RETURN ONLY ONE SIGNED CONTRACT AND ONE SIGNED RIDER TO PARTISAN ARTS AT THE ABOVE ADDRESS.**

8. No part of the performance shall be recorded, reproduced or transmitted from the place of performance, in any manner by any means whatsoever, in the absence of a specific written agreement with the Artist relating to and permitting such recording, reproduction or transmission.

9. The agreement of the musician(s) to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

Names of Musicians

U.S. Social Security or Federal ID numbers:

Greensky Bluegrass



as of May 2015

## **GREENSKY BLUEGRASS CONTRACT RIDER**

This rider is herein made a part of the attached contract by **Greensky Bluegrass, LLC** (hereinafter referred to as "PRODUCER") furnishing the services of **Greensky Bluegrass** (hereinafter referred to as "ARTIST"). **PURCHASER** agrees to meet the following requirements at his/her expense.

### **1. ARTIST BILLING & PROMOTION**

A. In all headline situations, ARTIST shall receive 100% headline billing. In all headline situations, other acts on bill must be cleared through ARTIST'S agency prior to confirmation of support act. When not headlining, ARTIST shall always receive Special Guest billing.

B. In all advertising and publicity, ARTIST shall be billed as:

#### **GREENSKY BLUEGRASS**

C. Radio Station or Product Copresents, Promoter Copresents: Any proposal for co-presentation of this show including any tie-in with radio, TV, newspaper or product must be cleared with and approved by ARTIST'S representative prior to any confirmation of such tie-in, copresent or copromote. Also, any copromote situation with any promoter other than contract signer as shown on the contract face will first require written approval of ARTIST'S representative.

### **2. GENERAL REQUIREMENTS**

A. The Contract and this Rider may not be changed, modified or altered except by an instrument in writing signed by both parties. Nothing herein shall require the commission of any act contrary to law, or any other rule or regulation of any union, guild or similar body having jurisdiction over the services of ARTIST, or over the performances hereunder, and whenever or wherever there is any conflict between any provision hereof and any law, rule or regulation, then such law shall prevail and the Contract and this Rider shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict.

B. **PURCHASER** hereby warrants and represents that he has received permission and appropriate licenses from the authority controlling the facility in which the engagement is to be held in order to promote this concert. If for any reason the permission and/or licenses for this engagement are canceled by the issuing authorities, ARTIST shall, nevertheless, be paid the full Contract price. It is specifically understood and agreed that **PURCHASER'S** obligations hereunder to pay ARTIST shall not be modified or affected.

C. In the event of illness or incapacity of ARTIST, ARTIST shall not be required to perform the engagement, in which event, any monies heretofore paid by **PURCHASER** for the engagement shall be returned to **PURCHASER** and neither party hereto nor ARTIST shall be under further obligation to each other regarding the engagement.

D. In the event ARTIST and/or his required equipment are unable to appear at the place where the engagement is to be held due to the unavailability of timely transportation beyond the control of ARTIST then such failure to appear shall not be deemed a breach of this Agreement and ARTIST shall not be required to perform this engagement. In such event, any monies heretofore paid shall be returned to the PURCHASER and neither party hereto shall owe any further obligation to the other hereunder.

3. PAYMENT AND TICKETING

A. Unless otherwise stipulated, a deposit shall be made payable and sent directly to PARTISAN ARTS, INC. in the form of a bank transfer, certified check, cashier's check, bank draft or money order upon signing of Contract.

*ms*

B. If contract calls for ARTIST to receive an admission percentage option or bonuses, PURCHASER agrees that immediately upon completion of closure of box office, PURCHASER shall furnish ARTIST with a full and complete accounting of admissions and show costs plus any additional percentage monies due ARTIST. Individual show expenses not to exceed original budget without prior authorization from ARTIST'S Representative. The balance, including percentages, if applicable, is to be made in cash only upon completion of performance - all payments by university check - ms

*Bonuses will be mailed the next business day - ms*

C. There will be no change in ticket price or number of tickets sellable without the permission of ARTIST or ARTIST'S Representative.

D. PURCHASER agrees to make available to ARTIST at no charge to ARTIST up to thirty (30) of the best seats in the house (middle row center), for ARTIST'S guests at the request of ARTIST'S Representative. For performances in San Francisco, New York, Chicago, Denver/Boulder, Detroit, Nashville, Atlanta and Austin, forty (40) tickets will be required.

*GA show - ms*

4. SOUND SYSTEM - PURCHASER agrees to provide a sound system to ARTIST'S specifications. To advance sound requirements, please contact ARTIST'S Production Manager, Greg Burns, via email: [redacted]

*House PA only DTS*

5. SOUND CHECK - A sound check will be required on the day of performance. From load-in through to the end of sound check should take no longer than four (4) hours, including support. Sound check shall occur prior to the opening of the house.

6. LIGHTING - PURCHASER will supply a general lighting system with a qualified operator. For lighting requirements, see attached Lighting Technical Rider and advance with ARTIST'S Lighting Designer, Andrew Lincoln, via email: [redacted]

*House lighting System only DTS*

7. PARKING - PURCHASER shall provide and hold, until ARTIST has arrived, secure parking space for one tour bus with trailer in close proximity and with direct access to the stage door.

8. INTERVIEWS - All interviews for the news media shall have prior approval of the ARTIST or ARTIST'S Representative.

9. DRESSING ROOM & HOSPITALITY - PURCHASER will provide a clean well-lit private dressing room that is readily accessible to the stage without walking through the audience, yet far enough from the audience to allow for tuning and vocalizing prior to the performance. Dressing room shall be locked or guarded when ARTIST is on stage. Dressing room shall have chairs, at least one full-length mirror, clean towels, a clean private bathroom with soap and running water. ARTIST'S dressing room shall be ready with all hospitality items at time of load-in. See attached Catering Rider for hospitality requirements and advance with ARTIST'S Production Manager, Greg Burns, via email: [REDACTED]

10. INSURANCE

A. PURCHASER agrees to provide a comprehensive general liability insurance policy in the amounts required by federal, state or local governments to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by PRODUCER and/or their employees, contractors and agents. In no event shall such coverage have a limit of less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force and effect at all times ARTIST or any of ARTIST'S agents or independent contractors are in place of performance.

B. PRODUCER, ARTIST and its agent for the engagement, PARTISAN ARTS, Inc., shall be listed as additionally insured under such insurance and this shall be indicated on the pertinent certificate of insurance.

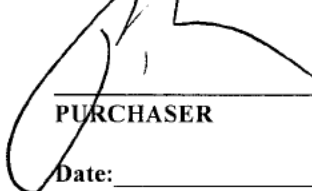
C. PURCHASER also agrees to provide a policy of Worker's Compensation covering all of PURCHASER'S employees, agents or third-party contractors.

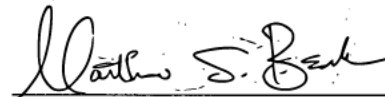
D. PURCHASER agrees to indemnify and hold harmless PRODUCER and its employees (including ARTIST), contractors and/or agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party as a direct or indirect consequence of the engagement, even though such claims, demands or actions may be groundless, false or fraudulent.

11. AUDIO & VIDEO RECORDING. IMPORTANT: THERE IS TO BE NO AUDIO OR VISUAL RECORDING OF THE PERFORMANCE WITHOUT THE EXPRESS WRITTEN PERMISSION OF ARTIST.

PURCHASER agrees to contact PARTISAN ARTS, Inc. regarding any difficulties in meeting the above contract or rider requirements.

ACCEPTED AND AGREED TO:

  
\_\_\_\_\_  
PURCHASER  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Greensky Bluegrass, LLC  
Date: \_\_\_\_\_

ATTACHMENTS HEREBY MADE A PART OF THIS AGREEMENT:

- Hospitality Rider
- Lighting Technical Rider
- Stage Plots & Input Lists & Backline Rider



\*\*\*\*Please ADVANCE with TOUR MANAGER\*\*\*\*

*All items to be available at time of scheduled artist load-in.*

We are traveling with a refrigerator and will take some items with us.

1) Private, secure, well-lit, and clean dressing room available for only band use from load-in to load-out. Must be relatively close to performance area. Preferably would have access to a smoking area and clear path to stage.

2) Two (2) Cases (24 bottles) Bottled Water.

3) One Case (24 or 30 cans/tallboys) PBR (Coors regular ok also)

4) Two (2) Six Pack of Craft Beer (Stone IPA, Bell's Amber, local brew...)

~~5) One 750ml Bulleit Rye Bourbon~~ *min*

~~6) One Liter Hornitos Plata Tequila SILVER (green label)~~ *min*

~~7) One 750ml Makers Mark Bourbon~~ *min*

8) Twelve (12) cans of Gosling Ginger Beer (or 3 1-L bottles if available)

9) One 12pack of Coca Cola (glass bottles preferred)

10) One 4pack Fever Tree Premium Tonic Water

11) Eight (8) Coconut Waters

12) Four (4) Izze Sparkling Water (Blood Orange & Grapefruit are favorites)

13) Two (2) Rolls of Paper Towel

14) One Sanitary and Clean Bucket or Cooler for Ice PLEASE REFRESH OFTEN

15) SNACKS:

Ten(10) Granola Bars (organic and KIND brand preferred)

Lunch Meat & Cheese-1.5 lb turkey, 1.5 lb ham, 2 lb cheese-(organic, local preferred)

One Loaf of Wheat/Whole Grain Bread (organic, local preferred when available)

Two (2) Bags of Tortilla Chips Salted Rounds, no lime

Two (2) Sabra Extremely Spicy Hummus

One (1) Cheese Ball and a bag of Pretzel Rods

Six (6) Bananas

Two (2) Small containers of mixed berries (Strawberries, Blueberries, Raspberries)

Two (2) Small bags of mixed candy

One 6pack Everything Bagels

One Tub of Philly regular Cream Cheese

One pound of Tasty Coffee (Local, perhaps? What's your fav? Medium Ground please)

17) DINNER: buyout of \$180 to feed 9 band/crew members. If meal is in-house, healthy options must be available (i.e. gluten-free, non-fried, and salad options)

18) HOTEL ACCOMMODATIONS:

Cash Buy-Out of \$825.00 or 9 clean, non-smoking rooms with King beds *min*

These items are part of the band's preparation for a fantastic show. We are glad to be flexible upon the advancement of this rider and truly appreciate all hospitality that is provided. Thanks so much for hosting Greensky Bluegrass and please direct all questions to:

GSBG Tour Manager Greg Burns [REDACTED]

# GREENSKY BLUEGRASS

Lighting Technical Rider  
Fall 2014

*Lighting Designer*  
Andrew Lincoln

*Tour Manager / FOH*  
Greg Burns

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This tour we're carrying a small floor package comprised of (16) movers, (6) LED pars, and (4) conventional fixtures. This requires approximately 25' of stage width, and with two stage hands, we can have everything up and running in less than an hour. Power requirements, console information, and fixtures details below.

## POWER REQUIREMENTS

- STAGE: (5) 20A 110v Edison power drops *OR* we carry a distro that requires a 100A 208V/3Ø disconnect.
- FOH: (1) 15A 110v Edison power drop

## DATA

- This package contains both 5-pin and 3-pin fixtures, all on (1) universe. When available, I'll

utilize a guest DMX line to get to FOH, but if need be, I can use the audio snake.

- I also carry a single-universe 200' DMX snake, if necessary.

## **CONSOLE**

- Grand MA onPC Command Wing
- Grand MA onPC Fader Wing
- 12-channel fader wing
- 20" Cybernet iOne-H5 touchscreen computer
- 10" Mimo touchscreen monitor
- Alesis Q49 midi keyboard
- I am carrying a 4-foot folding table for my FOH, if need be.

## **FIXTURES**

- (8) Robe Pointe Spots
- (8) Martin MAC 101
- (6) Chauvet Colordash Par Tri (LED par can)
- (4) Conventional Par Cans
- (1) Ultratec Radiance DMX-controlled water-based hazer

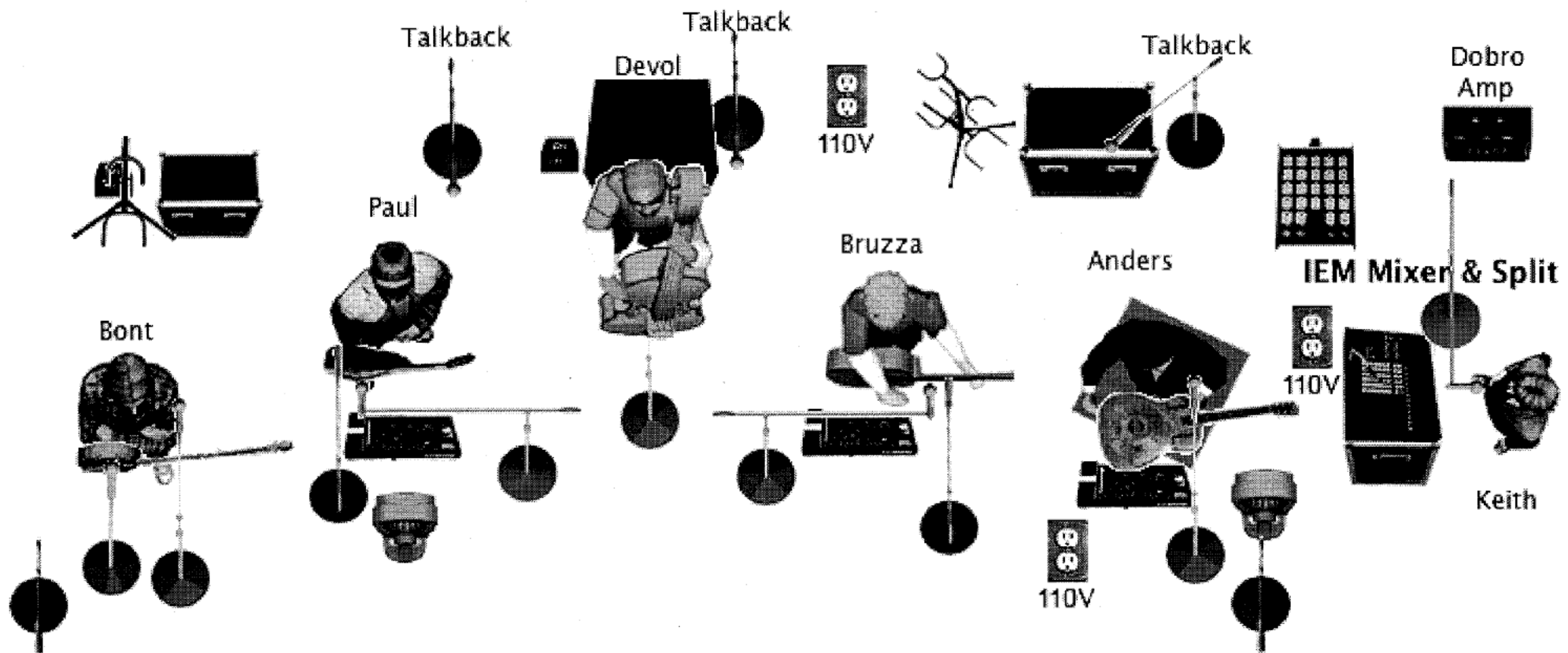
## **TRUSS**

- (4) 5' vertical truss towers on
- (4) 24" steel bases
- (4) 8-ft poles attached with cheeseboros at a 60-



degree angle

Please email [REDACTED] if you  
have any questions or concerns. Thank you!  
Looking forward to a great show.



## Greensky Bluegrass Winter 2015

1. Banjo DI
2. Banjo Inside
3. Banjo 57
4. Mando DI
5. Mando Mic
6. Bass DI
7. Guitar DI 1
8. Guitar DI 2
9. Guitar Mic

10. Dobro DI
11. Dobro Amp Mic
12. Banjo Vocal
13. Mando Vocal
14. Bass Vocal
15. Guitar Vocal
16. Dobro Vocal
- 17-24 Sit-In, Amb & TBs

Tour Manager & FOH  
Greg Burns  
[REDACTED]  
[REDACTED]  
I will be carrying a Midas Pro1 Console @ FOH. Also carrying DL-251 Stagebox with Cat5 snake to FOH. FOH space needed 6'x8'

GSBG is carrying their own splitter, mics, clips, looms. Keith Kinnear-IEM Engineer Soundcraft SiCompact 24 218.393.0061 House will need to provide stage power & minimum of 7 tall boom stands and 5 short boom stands.  
\*updated 01-02-15\*



# GREENSKY

B L U E G R A S S

## 2015 Backline Rider

### **Bass Amp**

Option 1 - Ampeg SVT/8x10 w/ Ampeg SVT-4 Pro Head

Option 2 - GK800RB Head w/ 8x10 or 4x10

Please provide casters or a wheel base so stack can be rolled onstage.

### **Dobro Overdrive Amp**

Option 1 - Fender Blues Jr.

Option 2 - Fender Hot Rod Deville

Looking for small tube amp for thick overdrive at low volume.. custom amp?

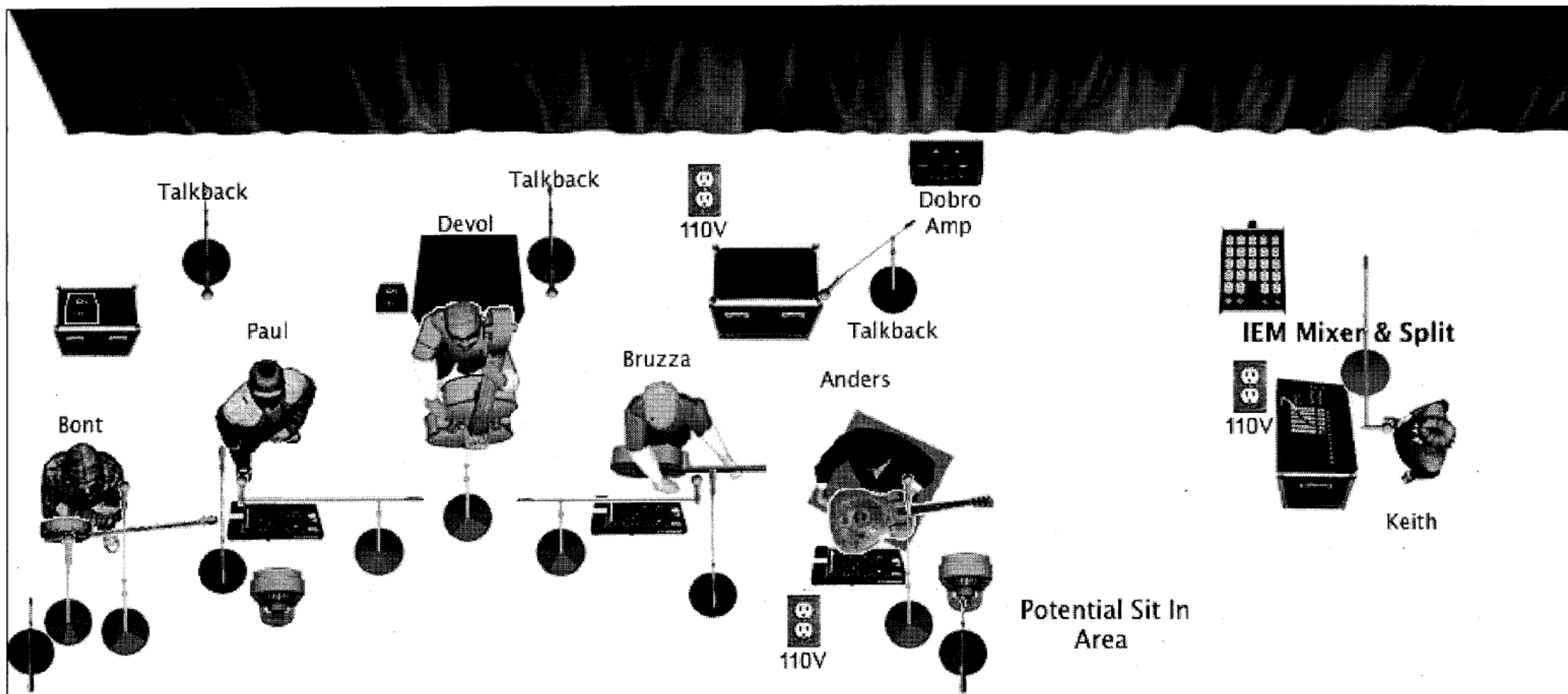
No Twins, No Reverbs, No Deluxe. Need gain and volume controls to maximize dirty tone before feedback.

### **(3) Three Guitar Stands**

### **(4) Four Channels of Sennheiser G3 IEM with antennae & combiner**

Midas Digital Mixing Consoles are preferred by both FOH and MON.

In house ~~g~~ consoles - -



## Greensky Bluegrass Fly Dates Summer 2015

<ul style="list-style-type: none"> <li>1. Banjo DI</li> <li>2. Banjo Inside</li> <li>3. Banjo 57</li> <li>4. Mando DI</li> <li>5. Mando Mic</li> <li>6. Bass DI</li> <li>7. Guitar DI 1</li> <li>8. Guitar DI 2</li> <li>9. Guitar Mic</li> <li>10. Dobro DI</li> </ul>	<ul style="list-style-type: none"> <li>11. Dobro Amp</li> <li>12. Banjo Vocal</li> <li>13. Mando Vocal</li> <li>14. Bass Vocal</li> <li>15. Guitar Vocal</li> <li>16. Dobro Vocal</li> <li>17. Amb L</li> <li>18. Amb R</li> <li>19. Sit In</li> <li>20. Sit In</li> </ul>	<ul style="list-style-type: none"> <li>21. Mon TB</li> <li>22. SR TB</li> <li>23. C TB</li> <li>24. SL TB</li> </ul> <p>Tour Manager &amp; FOH Greg Burns</p> <p style="text-align: center;">[Redacted]</p>	<p>We will need a small table or roadcase for our monitor console/split. Preferably with a black tablecloth or similar. GSBG will be carrying all their own microphones, clips, xlr.</p> <p>[Redacted]</p> <p>will be carrying a Soundcraft Si-Compact24 IEM console.</p>	<p>House will need to provide: 8 tall boom stands 5 short boom stands</p> <p>*If MIDAS PRO2 is available as a monitor console option, we won't have to bring our console. Please let TM know. * updated 01-08-15*</p>
---	--	---	---	---

**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 <sup>30-40</sup> 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 <sup>20%</sup> of gross merchandising receipts for this engagement.

90/10 soft  
100/10 medic - r

8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES ON CAMPUS.

9. Total catering budget shall not exceed the amount budgeted and accepted by the performer's representative in the original offer.

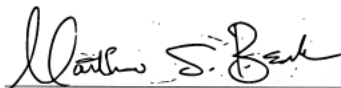
10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider AND TECHNICAL SPECIFICATIONS OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET. This rider is made an integral part of all agreements.

11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, the cost of backline equipment), or any equipment not listed as available in the Van Duzer Theater technical specifications packet, regardless of whether or not they are listed as requirements in the Artist's rider, unless these requirements are specifically written into the payment section of the contract face for this engagement, as well as the deal memo for this engagement, if a deal memo has been issued.

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

13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, and all obligations of any of the parties hereto shall bind his, her, or its heirs, executors, personal representatives, successors and assigns. A fully executed contract for this engagement shall be deemed an acceptance of the terms in this rider, regardless of whether or not this rider has been countersigned by the artist or an authorized representative of the artist.

14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contract.



For Artist

\_\_\_\_\_  
Tax ID/Social Security #



For CenterArts



For University Center

Updated: April, 2009