



Artist **Gregory Porter**

Event

Venue **Van Duzer Theatre**

Address **Humboldt State University, Center Arts**

City **Arcata**

ST
Prov CA

Zip **95521**

Venue phone **(707) 826-4411**

Country

Maria Matias Music, Inc.

316 Mid Valley Ctr., Ste. 203

Carmel, CA 93923-8516

831.625.0344 p 831.536.1040 f

Contracts@MariaMatiasMusic.com

Performance date(s) **Tue 1/20/2015**

Contract # **62763**

Artist code **GREP** Agent **Maria Matias**

Through

Supporting

Supported by

ALL PAYMENTS BY UNIVERSITY CHECK

Maria Matias Music, Inc. acts only as agent for artist and assumes no liability hereunder. This contract for the personal services of the musicians described on the engagement above is made between the undersigned music purchaser (herein called "Purchaser") and the undersigned musician or musicians made this date: **11/11/2014**

COMPENSATION \$12,500 (twelve thousand five hundred dollars) guarantee plus a bonus of \$1,250 at 700 tickets sold and a bonus of \$1,250 at sellout of available tickets (approx. 800) for a potential walkout of \$15,000 and artist-approved backline. - **Music Dept. backline - MSA**

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT **IN-HOUSE SOUND, LIGHTS & PRODUCTION**

of sets **1** Set length **75-90 min+encore**

Artist time **IBD 8:00 P.M. Support IBD N/A**

Sound check **Advance** Load in **Advance**

Doors **IBD 7:30 P.M. Curfew IBD N/A**

Capacity **812** Ages **All ages**

Deposit(s) Required? **No**

Amount Required: **\$0.00**

Deposit(s) due by:

***** Ticket Scaling *****		
Ticket notes:	@ \$ 45.00	= \$ 0.00
\$45 General; \$10 Students	@ \$ 10.00	= \$ 0.00
	@ \$	= \$
	@ \$	= \$
	@ \$	= \$
	Total	Potential \$ 0.00
Tax	%	Tax amount \$ 0.00
		Net Potential \$ 0.00

DEPOSIT INFO:

Make checks payable to: **Maria Matias Music**

Carmel, CA 93923;

Geary, CA 93940

NO DEPOSITS

BALANCE:

MUST be paid as described in Additional Provisions, below:

Full Guarantee

Important :: No checks to Artist. to Maria Matias Music

Production Purchaser to provide and pay for sound and lights, approved by artist. Artist rider attached is an intricate part of this contract.

Additional provisions Payment Details: By wire to Maria Matias Music, Inc. Escrow account (see info above), or by FedEx to Maria Matias Music, Inc., 316 Mid Valley Center, Ste. 203, Carmel, CA 93923 immediately following.

Publicity contact **Michael Moore**

Publicity phone **707-826-3928**

Publicity email **mgm8@humboldt.edu**

Production contact **Michael Moore**

Production phone **707.826.3928**

Production email **mgm8@humboldt.edu**

Production cell

Show contact **Roy Furshpan**

Show contact phone **707.826.3928**

Show email **Roy.Furshpan@Humboldt.edu**

Artist to receive in all media and marquee billing of **An Evening With Gregory Porter**

Merchandise **90% Venue Sells**

UNIVERSITY CANNOT PAY DEPOSITS

Artist reserves the right to update their rider at any time prior to performance, under mutually agreeable condition; contract and attached rider to be signed and immediately returned to Maria Matias Music, Inc. Any and all riders, expenses and addendums attached hereto are made a part hereof.

In witness whereof, the parties hereto have hereunto set their names and seals on the day and year above, and agree to the terms and conditions set forth on this contract.

Roy Furshpan, Director

CenterArts

Humboldt State University

Arcata, CA 95521

Roy.Furshpan@Humboldt.edu

Purchaser

Phone **707.826.3928**

Fax

Paul Ewing

Wingsmusic, Inc.

835 Riverside Drive, Apt 3A,

New York, NY 10032

wingsmusic@gmail.com

Artist

Phone **212.879.3747**

Fax **831.536.1040**

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT



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The parties to this contract shall not permit any performance(s) or rehearsal(s) related to the performance(s) to be recorded, reproduced, broadcast, transmitted or re-transmitted in any manner, or in any media, or by any means whatsoever, in the absence of a specific written agreement with the artist's representative.

The Purchaser shall provide performance facilities which are adequate for the health and safety of the Musicians and their equipment. Purchaser assumes all liability for Artist's equipment due to damage or theft.

For purpose of adjudication and unless otherwise agreed to by the parties in writing, this contract and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State or Territory in which the performance(s) occurs and the laws of the United states of America applicable therein. If any provision of this contract is determined at any time by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof shall be severable from this contract and the remainder of this contract will remain in full force and effect and will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted herefrom. This contract may be executed in one or more counterparts, all of which together will constitute one and the same contract, and one or more of such counterparts may be delivered by facsimile transmission. This contract including the recitals hereto, and any addendum(s)/rider(s) authorized and/or, signed by the parties and attached hereto constitutes the entire agreement with respect to the matters described herein, and it supersedes any and all other oral or other written contracts or representations between the parties and it shall not be altered further, except by an amendment in writing signed by all the parties.

The Purchaser shall obtain and pay any and all licenses, approvals, consents, permits, fees and royalties required to be obtained.

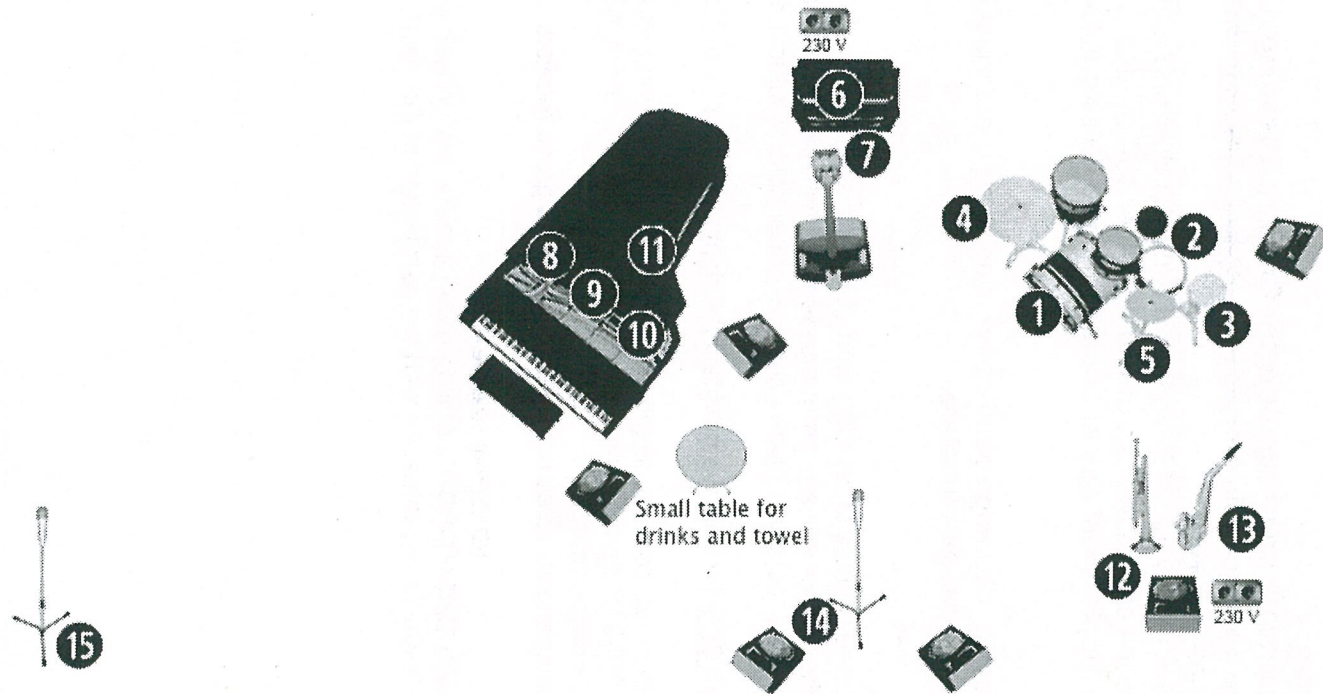
No party hereto will be held liable for delay, loss, damage or non-fulfillment of the terms of this contract if and to the extent that such delay, loss, damage or non-fulfillment is caused by an occurrence beyond the reasonable control of such party, including but not limited to proven sickness or accident to any Artist(s), delay of transportation services or accident to means of transportation, riots, strikes, epidemics, acts of God, compliance with any act, regulation, order or request of any governmental authority or agency, or any other causes, whether direct or indirect, not within the reasonable control of such party, and which by the exercise of reasonable diligence such party is unable to prevent such delay, loss damage or nonfulfillment of the provisions of this contract or otherwise to be rendered by such party hereto. Exempt from these force majeure provisions are engagements contracted as open air performance(s)s wherein the weather being unpredictable, the payments specified herein are payable by the Purchaser unless expressly provided for otherwise in writing, by all parties hereto.

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 character whatsoever.

In the event of cancellation by the purchaser, Artist shall be discharged from any further liability hereunder and the Artist shall be entitled to retain a minimum of 50% of the contracted guarantee, whether received as a deposit, or yet due to artist, thereto paid Artist by purchaser in addition to artist's other legal and equitable remedies.

Rain insurance and/or indoor rain site is mandatory for all outdoor performances. Artist to be paid in full, rain or shine.

All actions arising hereunder for breach or enforcement of any provision of this agreement shall be submitted to binding arbitration under the provisions of JAMS/ENDISPUTE in San Francisco, CA. The decision and award of the arbitrator shall be enforceable by judgement entered in any court of competent jurisdiction. The parties submit to the jurisdiction of these courts for entry of the arbitration award. The fees for such arbitration and it's enforcement shall be paid by the losing party or as determined in the discretion of the arbitrator or the above mentioned courts.



In-ear monitors highly preferred.
Use two monitors if in-ear requirement cannot be met.

← In-ear's may NOT be available DTS

↙ In House mic's only DTS

GREGORY PORTER 2013

May 2014 Page 2 of 4

1. Kick - B91	9. Piano Mid - DPA	17. FX 1 L Vocal Plate	MIX 1 - Vocals Vocals, Piano, Bass, Voc Reverb	MIX 3 - Bass SAX, Overheads	Please provide still water and a pre washed towel for each artist on stage
2. Snare - B57	10. Piano HI - DPA	18. FX 1 R Vocal Plate	MIX 2 - Piano Vocals, Sax, Piano, Overheads	MIX 4 - Drums Piano, Sax, Vocals	
3. Hat - KM 184	11. Piano Monitor - SM58	19. FX 2 L Tap Delay		MIX 5 - Sax Sax	
4. Oh L - KM 184	12. Trumpet - PL10	20. FX 2 R Tap Delay			
5. OH R - KM 184	13. Sax - XLR	21. FX 3 L Drum Plate			
6. Bass DI - Active DI	14. Voc Main - KSM 9	22. FX 3 R Drum Plate			
7. Bass Mic - M88	15. Voc Spare - KSM 9	23. FX 4 L Reverb			
8. Piano Lo - DPA	16. Talk Back	24. FX 4 R Reverb			

Non Technical:

Hotel Room Requirements:

When hotel rooms are included, one (1) Jr. Suite for Gregory and five to six (5-6) single rooms are required.

Air Travel Requirements:

When the band is traveling to international destinations, one business class and five to six (5-6) economy class flights are required.

Other Requirements:

Dressing Room requirements:

Please provide a separate, private dressing room for Gregory. Dressing rooms must be guarded, or secure and lockable with the key(s) to be given to Artist's ~~Tour Manager upon arrival at facility.~~

Please provide six (6) hand towels, twelve (12) bottles of water for dressing room(s), plus up to two (2) six-packs coca cola in the can or two (2) 2-liter bottles, and two (2) bottles of 100% juice (apple, cranberry or orange) and two (2) six-packs of beer.

Meals:

Hot meals for up to six (6) people following sound check, and one (1) hot meal for Gregory to be provided after the final performance.

Merchandise:

- ARTIST reserves the right to sell copies of his CD's and all other merchandise.
- Purchaser agrees that he/she will not sell any products identified with the ARTIST at the place of performance or any other adjacent place under his or her control without expressed consent of the ARTIST.
- In the event the venue offers CD's for sale we maintain the right to sell our own CD's and at whatever price we desire.
- Purchaser shall not permit the manufacture, distribution and/or sale of any and all souvenir items associated with the ARTISTS performance or any portion thereof **without ARTIST'S approval and/or monetary compensation.**
- Venue compensation for merchandise sales not to exceed 15% of gross receipts.

Comp tickets:

Purchaser must provide Artist with ^{10 small venue - or} ~~TWENTY (20)~~ complimentary tickets, the unused portion of which may be placed on sale the day of performance with the permission of the Artist.

Billing and Lineup:

Proper billing for the band is:
Gregory Porter

The band lineup is:
Gregory Porter - Vocals
Chip Crawford - Piano
Emanuel Harrold - Drums
Aaron James - Bass
Yohsuke Satoh - Sax

+++++

Payments/Banking:

Gregory Porter Deposit and Balance Payment Bank Account Info:

Important: No checks to artist!

Please wire, ACH or direct deposit **all funds** due to Gregory Porter into this account:

Bank info:

Account Na

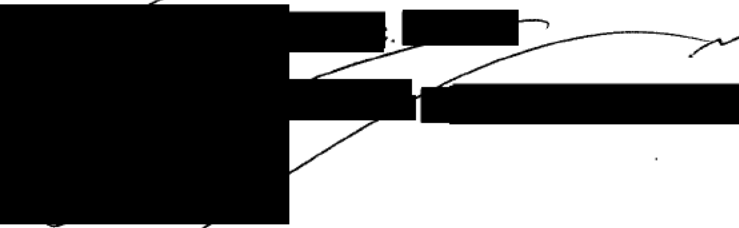
Bank Name

Bank Addre

Account Nu

Routing Co

Swift Code:



Or, if approved in advance, send a cashier's check made payable to Maria Matias Music, Inc. by FedEx to:

Maria Matias Music, Inc.
Attn: Jeff Doyle
316 Mid Valley Center, Suite 203
Carmel, CA 93923

A Maria Matias Music, Inc. W9 will be included with the contract for all payments.

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Contacts:

Booking:

Maria Matias
Maria Matias Music, Inc.
316 Mid Valley Center, Ste. 203
Carmel, CA 93923
p 831.625.0344
f 831.536.1040
e Maria@MariaMatiasMusic.com

Management and Advance:

Wingsmusic, Inc.
Paul Ewing
p 212.879.3747
e wingsmusicinc@gmail.com

Deposits and Balance Payments:

Jeff Doyle
Maria Matias Music, Inc.
316 Mid Valley Center, Ste. 203
Carmel, CA 93923
p 831.625.0344
f 831.536.1040
e Jeff@MariaMatiasMusic.com

**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 ^{10% - ~}~~20%~~ of gross merchandising receipts for this engagement.

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

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

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

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

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

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

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

For Artist

Tax ID/Social Security #

For CenterArts

For University Center

Updated: April, 2009

Gregory Porter Rider

Technical:

Vocalist Requirement

Vocal Microphone: SM58

Highly Preferred: In-ear monitor system: Sennheiser TX and IEM belt pack, IE4 headphones, and power supply.

↖ In-ear may NOT be available
DTS.

Bass Requirement

Good quality acoustic bass

Bass Amp Requirements:

1st choice: EBS350 and 4x10 cabinet.

2nd choice: Eden 800 with 4x10 cabinet

Horn Requirements:

Microphones- 1 for sax; 1 for trumpet (when required)

1st choice: SM57 mics, or whatever the sound engineer recommends

Keyboard Requirements:

Highly Preferred:

Acoustic Piano with piano bench

(adjustable height with a padded bench, please. **NOT** a drum throne/stool)

Only if NO acoustic piano is available:

88-key weighted digital piano, Roland, Yamaha or Kurzweil plus sustain pedal, including:

- Expression pedal (volume-pedal, not sustain pedal)
- Keyboard stand, adjustable height, double (2 tier), [only if no acoustic piano, otherwise no stand is needed].
- Keyboard amp:
 - 1 DI Monitor with independent mix, or
 - JBL Eon or any recent Roland keyboard amp

Drum Requirements:

Highly Preferred:

Sakae Drums with the sizes 20" bass drum, 10" tom, 14" floor tom, 14"snare, 3 cymbal stands, 1 snare stand, 1 foot pedal, 1 drum throne/seat and all coated drum heads including the side where the bass drum beater plays.

If Sakae Drums are not available:

Yamaha or Pearl Σ with the sizes 20" bass drum, 10" tom, 14" floor tom, 14"snare, 3 cymbal stands, 1 snare stand, 1 foot pedal, 1 drum throne/seat and all coated drum heads including the side where the bass drum beater plays.