

Herschel Freeman Agency, Inc.
7684 Apahon Lane
Germantown, TN 38138
PHONE: 901-757-4567
FAX: 901-757-5424

CONTRACT NO. 984999
PERFORMANCE CONTRACT - THE WAILIN' JENNY'S

This is a contract for the services of a performance Artist or group of performing Artists (hereinafter referred to as "Artist"), as represented by Herschel Freeman Agency, Inc. (hereinafter referred to as Agent"). The Artist(s), the Agent and the purchaser of the Artists' services (herein after referred to as "Sponsor") hereby agree as follows:

AGREEMENT, entered into this 3RD DAY OF APRIL, 2014, between THE WAILIN' JENNY'S (Artist), through their booking agency, Herschel Freeman Agency, Inc., and CENTER ARTS HUMBOLDT STATE UNIVERSITY (Sponsor). It is agreed that Artist will give a performance on THURSDAY, NOVEMBER 20, 2014, in ARCATA CA at VSN DUZER THEATRE (Venue). Performance will be 2-45 MINUTE SETS STARTING AT 7:30 P.M.

SPONSOR, IN CONSIDERATION OF THE ARTISTIC SERVICES OF ARTIST, AGREES TO PAY: A GUARANTEED PERFORMANCE FEE OF \$7,500 PLUS A \$1250 BONUS AT 600 SEATS SOLD AND \$1250 AT 600 SEATS SOLD, PLUS LODGING (5 ROOMS) ON 11/20/14 PLUS BACKSTAGE HOSPITALITY INCLUDING A PRE-SHOW MEAL, PLUS BACKLINE REQUIREMENTS AS LISTED ON THE TECH RIDER.

PAYMENT SHALL BE MADE AS FOLLOWS: A business check made payable to THE WAILIN' JENNY'S INC. in the amount of \$7,500 PLUS \$1250 BONUS AT 500 AND 600 SEATS SOLD shall be paid to Artist upon completion of the performance. The contracts are to be completed, signed and returned on or before APRIL 25, 2014.

WAILIN' JENNY'S FEDERAL TAX ID: [REDACTED]

[REDACTED] designate up to ten (10) complimentary tickets for this performance to be distributed at no cost to those individuals whom the artist designates in writing to the Sponsor prior to the performance.

Artist reserves the right to sell commercial merchandise before the performance, during the intermission, and at the conclusion of the performance, with 20 % commission payable to Presenter. Any change in the commission policy shall be negotiated directly between Presenter and Artist and/or Artist's merchandising representative, either prior to or on the day of performance. Failure to notify Agent, Artist, and/or Artist's merchandising representative of this information shall be grounds to waive Sponsor's right to negotiate a percentage of Artist's product sales.

If Sponsor or Artist shows reasonable cause to cancel this engagement at any point before or on the performance date as specified in this contract, Agent and Sponsor will mutually agree on a rescheduled date for the engagement under the same contractual terms, with no additional fee due artist nor expense reimbursement due Sponsor for the canceled engagement. If Agent and Sponsor cannot agree on a rescheduled date, Agent and Sponsor will mutually agree on Artist's fee and Sponsor's expense reimbursement.

If Sponsor cancels this engagement, without showing reasonable cause, fourteen(14) or fewer days before the performance date on this contract, Sponsor will be liable for paying Agent the full Artist's fee (100%) as specified in this contract. If Sponsor cancels this engagement, without showing reasonable cause, fifteen (15) or more days before the performance date on this contract, Sponsor will be liable for paying Agent one half of the Artist's fee (50%) as specified in this contract.

If Artist is physically present at the performance site on the contracted date and time as specified in this contract, and is available and able to perform, and Sponsor fails to provide a place to perform, does not pay Artist the full fee as specified in this contract, or cancels the performance(s) for any reason, Sponsor is obligated to pay Agent the full Artist's fee (100%) specified in this contract, unless an alternative settlement is agreed upon by

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both Artist and Sponsor at the scheduled time and site of the performance in question, and the full amount of the re-negotiated fee is paid by Sponsor to Artist at that time.

If Agent is forced to seek legal recourse to collect outstanding monies due Artist by Sponsor under the terms of this agreement, Agent can include reasonable expenses of collection including Attorney's fees in the total amount of money

asked for in the legal suit against Sponsor.

Any riders attached to this contract shall be considered as part of the full agreement, and subject to the same terms of compliance as covered in this document.

Any additions, deletions, or changes to this contract must be mutually agreed upon by Agent and Sponsor, and initialed by Agent and Sponsor on all contract copies.

The Agreement of Artists to perform is subject to proven detention by sickness, accident, riot, acts of God, or any other legitimate conditions beyond their control and Artists shall not be responsible for Sponsor's expenses in such event.

The content, nature and medium of the program shall be entirely within the discretion of the Artists.

No performance 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 the Artists or Artists' representative.

It is agreed that Sponsor shall be held liable for any loss or damage to equipment of Artists due to theft, vandalism, fire, riot, fight, or any acts of nature while said equipment is contained in the place of engagement.

Sponsor will obtain such clearances, if any, as required by any musicians union, or other union having jurisdiction of said engagement(s), and will supply and furnish all items and personnel required by such union(s) non specifically agreed (in writing) to be supplied by Artists.

Regardless of the place of execution, this Agreement shall be construed in accordance with the laws of the State of Tennessee.

PERFORMANCE NOVEMBER 20, 2014

Hall **VAN DUZER THEATRE** Capacity: ~~750~~ **900**
Address: **1-HARPST ST., HUMBOLDT STATE UNIVERSITY, ARCATA CA 95521**
Venue Phone Number: **707-826-3928** Box Office: **707-826-3928**
Load-in: **3:00 P.M.** Sound Check: **4:00** Performance Time: **7:30 P.M.**

CONTACTS

Booking contact//Marketing Director: **ROY FURSHPAN**
Phone: **707-826-3928**
E-Mail: **rmf7001@humboldt.edu**

Technical Director of facility: **DAN STOCKWELL**
Phone: **707-826-3928**
E-Mail: **Daniel.stockwell@humboldt.edu**

Person to contact upon arrival/Show Advance: **MICHAEL MOORE**

Phone: 707-826-3928
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Email: jimgm8@humboldt.edu

Shipping address for PR materials: CENTER ARTS, HUMBOLDT STATE UNIVERSITY, 1-HARPST. ST., ARCTA CA 95521

LODGING

Hotel:
Address:
Phone:

Artist's Booking Agency Artist's Management Promotion/Record Company

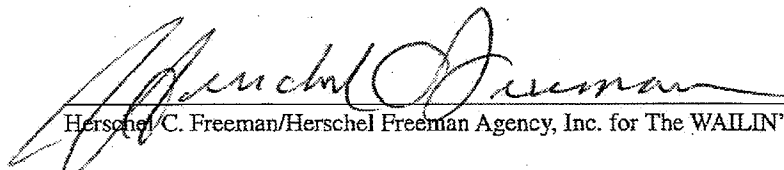
Herschel C. Freeman Rob Krause
Herschel Freeman Agency, Inc. rob@thebigbluehouse.net
7684 Apahon Lane
promotions@redhouserecords.com
Phone: 901-757-4567
Fax: 901-757-5424
hfreeman@herschelfreemanagency.com

Red House Records
800-695-4687
promotions@redhouserecords.com

AGREED AND ACCEPTED:



Roy Furshpan for CENTER ARTS, HUMBOLDT STATE UNIVERSITY Date



Herschel C. Freeman/Herschel Freeman Agency, Inc. for The WAILIN' JENNYS 10/13/14
Date

IN-HOUSE SOUND, LIGHTS & PRODUCTION WJD

ALL PAYMENTS BY UNIVERSITY CHECK WJD

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT WJD

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

UNIVERSITY CANNOT PAY DEPOSITS

HSU REGULATIONS PROHIBIT ALCOHOL CONSUMPTION ON CAMPUS WJD

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

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

1. **INDEMNIFICATIONS.** Artist(s) and Artist's Representatives shall hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, Humboldt State University, CenterArts, University Center, HSU Associated Students, and the officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expenses, costs of every nature, and causes or actions arising out of or in connection with the Artist's use or occupancy of the premises, provided that such claims, demands, losses, liabilities, costs or expenses are due or are claimed to be due to the willful or negligent acts or omissions of Artist or Artist's personnel.

2. **EXCLUSIVE PERFORMANCE(S).** Artist(s) will not accept any other engagement for a performance of any kind prior to, or 90 days following the performance(s) hereinabove described within a radius of 150 miles from the location(s) of the performance(s) hereinabove described, or of any portion or portions thereof, without express written permission of CenterArts. In the event of any such unauthorized performance or announcement, the performance(s) described hereinabove, or any portion or portions thereof, may be cancelled by CenterArts, and such cancellations shall be without prejudice to CenterArts' other rights and remedies hereunder.

3. **AGENT'S WARRANTY.** ARTIST warrants that AGENT has full and current legal authority to act on behalf of Artist.

4. **COMPLIMENTARY TICKETS.** CenterArts shall be the only party authorized to issue complimentary tickets to the performance(s) described hereinabove. A maximum of 10 complimentary tickets shall be given to Artist. All complimentary tickets shall be appropriately distinguished and shall not be counted in determining gross receipts.

5. **NON-PERFORMANCE NOT A DEFAULT.** Neither Artist nor CenterArts shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, acts or regulations of public or University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, interruptions of electrical power, other acts of God, or any cause beyond the control of Artist and CenterArts.

6. **ANTICIPATORY BREACH.** In the event that, after the execution of this Agreement, Artist's agent, or Artist's Designated Representative indicates or states that Artist is unwilling or will be unable to appear or present the performance(s) hereinabove defined, and such failure is not excusable under Paragraph 5 hereinabove; or in the event that Artist or any member of Artist's traveling component deemed by CenterArts in its sole discretion to be material to the performance(s) hereinabove defined, or to any portion or portions thereof, or any authorized agent of Artist takes any voluntary affirmative action which, in CenterArts' sole discretion, renders substantial performance of Artist's contractual duties hereunder impossible, CenterArts may cancel the performance(s) hereinabove defined, or any portion or portions thereof, and in addition, Artist shall be responsible for payment of any and all costs, expenses, damages (including CenterArts' actual expenses incurred in preparation for the performance(s) hereunder) and claims from such cancellation. Any breach or anticipatory breach of this Agreement by Artist shall be deemed a material breach.

7. **MERCHANDISING PERCENTAGE.** CenterArts takes 20% of gross merchandising receipts for this engagement.

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

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

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


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

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

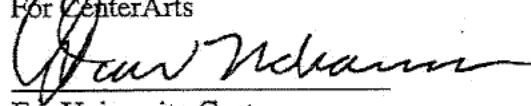
13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns,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

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


For Artist


Tax ID/Social Security #


For CenterArts


For University Center

Updated: April, 2009

The Walter Jennings, Inc.