

# montereyinternational

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA  
(HEREIN CALLED "FEDERATION")

T-2 FOR TRAVELING ENGAGEMENTS ONLY  
TALENT AGENCY  
AGREEMENT NO. 013109  
CONTRACT NO. 77561

200 West Superior, Suite 202  
Chicago, IL 60654 USA  
Phone: 312-640-7500  
Facsimile: 312-640-7515  
E-mail: contracts@montereyinternational.net

ANY AND ALL RIDERS,  
EXPENSES AND ADDENDUMS,  
ATTACHED HERETO ARE  
MADE A PART HEREOF

AGENT: Josh Brinkman

Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract Is To Be Performed. Monterey International, Inc., Acts Only As Agent For Artist And Assumes No Liability Hereunder. THIS CONTRACT for the personal services of artist on the engagement described below is made between the undersigned purchaser of music (herein called "Purchaser") and the undersigned Artist(s) or Company made this date: 11/03/2014.

ARTIST: JOE PUG

VENUE: The East Gymnasium  
Humboldt State University  
Arcata, California 95521

DATES: Wed. 02/04/15

#SHOWS: 1 (45 Minutes)

ARTIST TIME: 8:00p.m.

LOCAL #: 292

AGES: ALL AGES

MERCHANDISING DEAL: 90% To Artist (Artist Sells)\*

TICKETS ON SALE: 10/31/2014

-----TICKET SCALING-----			
2,000	@	\$25.00	= \$50,000.00
	@	\$30.00	= \$0.00
	@	\$0.00	= \$0.00
	@	\$0.00	= \$0.00

2,000	POTENTIAL:	\$50,000.00
TAX%: 0.0000 (/)	TAX AMT:	\$0.00
	NET:	\$50,000.00

PRICING NOTES: \$25.00 Student / \$30.00 Public

LOAD-IN: To Be Determined.

SOUND-CHECK: To Be Determined.

DOORS: 7:00p.m.

CURFEW: 11:00p.m.

COMPENSATION: \$500.00 Guarantee - Subject To 7% CA State Withholding Tax.

DEPOSIT: No Deposit Due, Purchaser To Pay Artist In Full, Prior To Performance,

On Evening Of Show In Cash, Money Order Or Cashier's Check, Made Payable To:  
Joe Pug, LLC, OR ACT WILL NOT PERFORM.

ALL PAYMENTS BY UNIVERSITY CHECK

PRODUCTION: Purchaser To Provide And Pay For Sound, Lights, And Rider  
Requirements, All Approved By Artist.

Production Contact: To Be Determined.

ARTIST TO RECEIVE IN ALL MEDIA AND MARQUEES BILLING OF: 75% Special Guest /

JOE PUG To Open Show / The Devil Makes Three To Close Show.

ADDITIONAL PROVISIONS:

Artist To Perform In TRIO Format; The Devil Makes Three @ 9:15p.m.;  
Tickets Available @ humboldt.edu.

UNIVERSITY CANNOT PAY DEPOSIT

\*Artist To Receive 100% Of CD/DVD Sales.

PROMOTER EMAIL: roy.furshpan@humboldt.edu; PROMOTER WEBSITE: humboldt.edu

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

HSU REGULATIONS PROHIBIT ALCOHOL  
CONSUMPTION ON CAMPUS

IN-HOUSE SOUND, LIGHTS & PRODUCTION

UNIVERSITY RIDER IS MADE AN INTEGRAL  
PART OF THIS AGREEMENT

ARTIST RESERVES THE RIGHT TO UPDATE THEIR RIDER AT ANY TIME PRIOR TO PERFORMANCE, UNDER MUTUALLY AGREEABLE CONDITIONS; CONTRACT & ATTACHED RIDER TO BE SIGNED & IMMEDIATELY RETURNED TO MONTEREY INTERNATIONAL, INC. IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written, and agree to all terms and conditions herein set forth on both sides of this contract.

Humboldt State University by: Roy Furshpan  
Center Arts, 1 Harpst Street  
Arcata, CA 95521  
Contact: Roy Furshpan @ 707-826-4411

Joe Pug, LLC  
c/o No Door Agency  
PO Box 40565  
Austin, TX 78704  
Phone: 773-793-4434  
Email: don@nodooragency.com

By

Signature of Purchaser (or Agent thereof)

By

Signature of Signatory ARTIST (or COMPANY thereof)

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 the Federation relating to and permitting such recording, reproduction or transmission. This prohibition shall not be subject to any procedure of arbitration and the American Federation of Musicians ("Federation") may enforce this prohibition in any court of competent jurisdiction.
2. It is expressly understood by the Purchaser and the Artist(s) who are parties to this contract that neither the Federation nor the Local Union nor Monterey International are parties to this contract in any capacity except as expressly provided in 1 above and, therefore, that neither the Federation nor the Local Union nor Monterey International 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(s) performing the engagement and the Purchaser.
4. The agreement of the Artist(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. 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.
5. Purchaser's violation of 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 Artist; and in such event, Purchaser shall be obligated to Artist for the full amount of the compensation guaranteed to Artist, in addition to any and all other remedies for such breach which remedies shall be cumulative. 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 proceedings whether or not reduced to final judgment or award, arising out of this contract or engagement or to enforce the terms hereof.
6. Anticipatory Breach of Contract. It is expressly agreed that MONTEREY INTERNATIONAL has the right, on behalf of the ARTIST at anytime, to require payment in full prior to the date of the engagement(s) mentioned on the face of this contract. The PURCHASER'S failure to comply with these provisions and make all payments within the due date specified by MONTEREY INTERNATIONAL shall be considered anticipatory breach of contract and all deposits in possession of MONTEREY INTERNATIONAL shall be retained on behalf of and paid to ARTIST.
7. Rain insurance and/or indoor rain site is mandatory for all outdoor performances; Artist to be paid in full, rain or shine.

**ARTIST AND CORPORATION INFORMATION**

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**ARTIST: JOE PUG**

Joe Pug, LLC  
 PO Box 40565  
 Austin, TX 78704

**TAX ID. NUMBER:** XXXXXXXXXX

**NAMES OF ALL MEMBERS**

**LOCAL UNION NO.**

**INSTRUMENT(S)**

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 Joseph Pugliese aka Joe Pug

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 Vocals (LEADER)


## RIDER

JOE PUG trio setup, Fall 2012

### **BAND MEMBERS:**

1. JOE PUG—GUITAR/VOX (Stage Center)
2. GREG TUOHEY —ELECTRIC, ACOUSTIC GUITARS(Stage Left)
3. MATT SCHUESSLER—UPRIGHT, ELECTRIC BASS (Stage Right)

### **MANAGEMENT:**

Don Bartlett - don@nodooragency.com  
No Door Agency  
PO Box 40565  
Austin, TX 78704  


### **PRESS:**

Don Bartlett—don@nodooragency.com  
Images, Poster files, music: [www.joepugmusic.com/press-assets](http://www.joepugmusic.com/press-assets) (username: press, password: nation)  
HTML audio players, MP3s for giveaway available on request

### **STAGE SET UP:**

JOE PUG (stage center):

- 1 X SM57 (Joe travels with his own)
- 2 X DI Box (Joe travels with his own)

ELECTRIC GUITAR/MULTI (stage left):

- 1 X Amp Mic

UPRIGHT BASS (stage right):

- 1 X amp mic- Bass/Upright

**DRESSING ROOM:** - Budget allocated by headliner - *see*

1. Four Hot Meals
2. Hot coffee
3. Chips & Salsa
4. Vegetable Tray
5. Hummus/Pita Bread (Sabra brand hummus if available)
6. One large bag beef jerky
7. Roasted/Salted Almonds
5. ~~12 pack Budweiser~~ - *Mgt*

- ~~6. 12 pack Sierra Nevada~~ *12*
7. Fresh Seasonal fruit
8. 12 X Bottled Water + 6 X Seltzer/Soda Water
9. 4 towels
10. Current issue New York Times
- ~~11. One pack Parliament Light cigarettes~~ *12*
12. One box "Throat Coat" tea (red box....caffeine free)
13. Two Black "Sharpie" markers

**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.

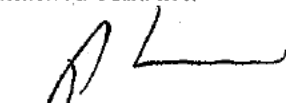
13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns,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