

S.A.D Booking  
165 Alice Holleman Lane  
Fuquay Varina NC 27526  
(919) 557-3838

Entry Date: 6/3/15  
Contract Number: 12  
Status: Confirmed

Whenever the term "The Local Union" is used in this contract, it shall mean The Local of the Federation with the jurisdiction over the Territory in which the engagement covered by this Contract is to be performed.

THIS CONTRACT for the personal services of the musicians on the engagement described below is made the undersigned purchaser of music (herein after referred to as "PURCHASER") and the undersigned musician or musicians made this date: 6/3/15

ARTIST: Sour Grapes, Inc. f/s/o John Prine  
SHOW DATE(S): Monday, December 14, 2015

Scaling: 812 @ \$75  
(Students \$25)

**CATERING MUST STAY WITHIN THE BUDGETED AMOUNT**

VENUE: Van Duzer Theatre  
VENUE ADDRESS: 1 Harst St.  
Arcata CA 96621

Total Capacity: 812  
Adj. Gross Potential: \$60,900.00  
Tax Rate: 0%  
Net Potential: \$60,900.00

IN-HOUSE SOUND, LIGHTS & PRODUCTION \_\_\_\_\_

VENUE CONTACT: Roy Furshpan  
VENUE PHONE: (707) 826-3928  
VENUE EMAIL: carts@Humboldt.edu

**UNIVERSITY CANNOT PAY DEPOSITS**

SHOW TIME: 8:00 PM | DOORS OPEN: 7:00 PM  
NUMBER OF SHOWS: 1

UNIVERSITY RIDER IS MADE AN INTEGRAL  
PART OF THIS AGREEMENT \_\_\_\_\_  
ALL PAYMENTS BY UNIVERSITY CHECK \_\_\_\_\_

TERMS: \$45,500.00 Flat Deal

MERCHANDISE DEAL: 80/20 Artist Sells; 90/10 Recorded.

Guarantee: 10% of guarantee due by Friday, November 13, 2015. Payable by certified check, money order or direct deposit to the following Sour Grapes Inc. account: \_\_\_\_\_

**BILLING:** JOHN PRINE to receive 100% headline billing in all media.

**LENGTH OF PERFORMANCE:** Artist to perform one ninety (90) minute show.

**SOUND AND LIGHTS:** Purchaser to pay \$2850 for artist supplied sound, payable to Nomad Productions. Purchaser to provide and pay for lighting system per attached artist rider.

**SUPPORT TALENT:** Ramblin Jack Elliott (\$5000 for 35 minute set)

**ADDITIONAL PROVISIONS:** In the event the venue owns or operates concessions that serve alcoholic beverages of any type within the venue, such sales of any and all alcoholic beverages must be concluded by the end of the intermission prior to the performance of John Prine. Alcoholic beverages are to remain in the venue lobby and are prohibited from the seated area of the venue. There are no exceptions to these policies.

**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 the FEDERATION relating to and permitting such recording, reproduction or transmission.
2. It is expressly understood by the PURCHASER and the musician(s) who are parties to this contract that neither the FEDERATION nor the LOCAL UNION 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 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 musician(s) performing the engagement and the PURCHASER.
4. 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.

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

Roy Furshpan  
Center Arts  
1 Harst St  
Arcata CA  
Office Phone: 707-826-4411  
X \_\_\_\_\_

Mitchell Drosin  
S.A.D. Booking  
165 Alice Holleman La  
Fuquay Varina NC. 27526  
Phone: 919-557-3838  
X \_\_\_\_\_

# John Prine Contacts

**Management:**

Al Bunetta Management  
33 Music Square West, Suite 102 B  
Nashville, Tennessee 37203

**Record Label**

Oh Boy Records  
Jon Nowak  
33 Music Square West, Suite 102 B  
Nashville, Tennessee 37203

**Bio/Photos**

[www.ohboy.com/media](http://www.ohboy.com/media)

**Tour Manager:**

Mitchell Drosin  
S.A.D Booking  
165 Alice Holleman Lane  
Fuquay Varina, NC 27526  
Tel: 919-557-3838



# Band and Corporation Information

Sour Grapes, Inc. f/s/o John Prine  
City National Bank  
400 N. Roxbury Drive  
Beverly Hills, CA 90210



Musicians

Local Union Number

Social Security #

David Jacques  
Pat McLaughlin  
Jason Wilber  
John E. Prine (Band Leader)

257  
None  
3  
257



# JOHN PRINE RIDER

With regard to the proposed JOHN PRINE engagement in Arcta CA December 14 2015 this rider sets forth additional terms and conditions regarding said engagement and is hereby made part of the A.F. of M. contract dated August 7 2015 between SOUR GRAPES, INC f/s/o JOHN PRINE (hereinafter referred to as "PRODUCER") and Center Arts (hereinafter referred to as "PURCHASER").

This rider has been prepared to enable JOHN PRINE to give the best possible performance. In order to accomplish this, it is necessary that the following points of this rider be met. If there are ANY changes in this rider, they must be approved in writing prior to the performance by PRODUCER. PRODUCER and PURCHASER agree that this rider shall supersede the A.F. of M. contract described above wherever conflicting provisions appear. No provision of this rider may be deleted or altered in any way without the express written permission of PRODUCER or PRODUCER shall have sole right to cancel the contract of which this rider is a part without surrendering any of PRODUCER'S rights thereunder.

## 1. ADVERTISING AND PROMOTION

A. PRODUCER shall receive 100% sole star billing in all advertising and publicity, including but not limited to air time, newspaper and trade ads, fliers, posters, billboards, internet ads, marquees, etc. In any and all print advertising and promotion, PURCHASER agrees to use artwork and/or photos as supplied by PRODUCER. PRODUCER shall have approval of all likenesses of PRODUCER to be used in connection with the advertising and promotion of the engagement. PURCHASER agrees that all photographs, biographical information, and other material furnished by PRODUCER to PURCHASER shall be and remain property of PRODUCER and shall be used only in connection with the promotion and publicity of the engagement hereunder. **PURCHASER MUST DELIVER TO PRODUCER PROOF COPIES OF ANY AND ALL ADVERTISING (i.e.: PRINT ADS, RADIO SPOTS, T.V. SPOTS, POSTERS, FLIERS, ETC.) PRIOR TO PUBLICATION OR RELEASE FOR APPROVAL BY PRODUCER.**

B. The PURCHASER shall not commit PRODUCER to any personal appearances, interviews, or any other type of promotion without the prior consent of the PRODUCER.

C. The performance contracted hereunder shall not be made a part of a concert series or a series with a corporate sponsor or sponsors without the prior express written consent of the PRODUCER.

## 2. OPENING ACT

**NO OTHER ACT(S) MAY APPEAR ON THE SAME PROGRAM WITH JOHN PRINE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PRODUCER.** The opening act shall be **XXXXXX** and shall receive special guest billing in all of the above-mentioned advertising. The length of the set for the opening act shall be 30 minutes.

## 3. TICKETS

A. **A WRITTEN BOX OFFICE STATEMENT, CERTIFIED AND SIGNED BY THE PURCHASER, MUST BE FURNISHED TO THE PRODUCER PRIOR TO THE CONCLUSION OF THE PERFORMANCE.**

B. PURCHASER shall not sell tickets to performance herein as part of a series of other concerts without the prior written consent of the PRODUCER. Each ticket printed shall state actual price at which ticket was sold. There shall be no multiple price tickets printed.

C. All tickets shall be printed by a bonded ticket house, by a bonded computerized ticket agency, or if the performance is at a college or university, the official printing department of the college or university. PURCHASER agrees not to discount tickets or to offer tickets as a premium without first obtaining permission in writing from the PRODUCER. If PURCHASER does sell or distribute discount or complimentary tickets without prior written approval in excess of the number printed, PURCHASER shall be liable for the full ticket price of each ticket sold or distributed.

D. The PRODUCER is to receive no less than 20 complimentary tickets for each performance unless otherwise indicated and approved in writing by the PRODUCER at no charge to the PRODUCER. These tickets shall be delivered to PRODUCER'S representative at sound check. The location of seats of the PRODUCER'S complimentary tickets are to be between the fifth (5th) and tenth (10th) rows in the center. PURCHASER'S COMPLIMENTARY TICKETS MAY NOT BE IN THE FIRST FIVE ROWS. The representative shall advise PURCHASER of any unused tickets as soon as possible and these shall be returned to be placed on sale.

E. In addition to PRODUCER'S complimentary tickets, please make arrangements to hold another \_\_\_\_\_ tickets for this event for purchase. The conditions for the release of these tickets shall be the same as outlined above.

4. **SEATING**

PURCHASER SHALL ENSURE THAT THE AUDIENCE IS SEATED AND SETTLED PRIOR TO THE START OF PRODUCER'S PERFORMANCE AND THAT SEATING OF LATE PATRONS IS DONE BETWEEN SONGS.

5. **SALES OF ALCOHOLIC BEVERAGES**

In the event that the venue in which PRODUCER'S performance is to take place owns or operates concessions that serve alcoholic beverages of any type within the venue, such sales of any and all alcoholic beverages must be concluded by the end of the intermission prior to the performance of PRODUCER. To enable the best possible performance by PRODUCER, there will be no exceptions to this policy. Alcoholic beverages are not to be allowed in the seated portion of the venue.

6. **SETTLEMENT AND PAYMENT**

A. **NOTARIZED COPIES OF ALL EXPENSES ARE TO BE PRESENTED TO THE PRODUCER'S AUTHORIZED REPRESENTATIVE AT THE SETTLEMENT OF THE ENGAGEMENT. EXPENSES WHICH ARE NOT ACCOUNTED FOR OR REPRESENTED BY A NOTARIZED RECEIPT AT SETTLEMENT SHALL BE DISALLOWED.**

B. PURCHASER agrees to make payment or balance of payment prior to the performance of the PRODUCER by ~~cash or certified bank check~~ <sup>UNIVERSITY</sup> certified bank check must be made payable to **SOUR GRAPES, INC. f/s/o JOHN PRINE**. All box office statements and settlement of percentage monies are to be concluded prior to performance of PRODUCER.

C. In the event that the PRODUCER should be unable to render services for a portion of any or all of the week(s) of the engagement hereunder by reason of his illness or other incapacity, then PRODUCER shall be entitled to receive pro-rata payment for the services rendered by PRODUCER during such week(s).

D. If there is any assessment of tax by a taxing authority on PRODUCER for any monies earned during the performance, said tax is to be paid by the PURCHASER. It is fully understood and agreed that no deductions whatsoever are to be taken from contract price contained herein or from any percentage

monies earned hereunder. The above clause is not to be construed to obligate the PURCHASER to pay for or assume any of the PRODUCER'S tax obligations of a personal nature to the State or Federal government. In addition, when issuing miscellaneous income tax forms (Form 1099) for earnings from this engagement, please be certain to show recipient of the funds as **SOUR GRAPES, INC.**

E. The deposit is non-refundable in the event of any breach of the Agreement by the Purchaser.

7.

**WEATHER CONDITIONS**

A. Except where specified, all performances hereunder shall be indoors and shall not be subject to cancellation due to weather conditions.

B. With respect to performances to be held outdoors, PURCHASER must provide a suitable roof for the stage to protect against inclement weather and must further provide for adequate ground of all instruments and electrical equipment to prevent electrical hazards. In the further event that an outdoor date shall be canceled because of inclement weather, the originally scheduled date shall be postponed to a rain date on \_\_\_\_\_. If no rain date is agreed upon hereunder, the PRODUCER shall be paid in full in the event of cancellation due to inclement weather without further obligation to the PURCHASER. If more than one performance is scheduled on a given date, and inclement weather causes cancellation, the PRODUCER shall be paid in full, and not pro-rated, so long as performance has commenced prior to cancellation.

8.

**MERCHANDISING**

The PRODUCER shall have sole and exclusive right to sell PRODUCER'S T-shirts, CD's and other such merchandise in connection with and at the place of engagement hereunder, and the receipts therefrom shall belong exclusively to the PRODUCER (subject to house policy). PURCHASER agrees not to manufacture, promote, or offer for sale any product bearing the name or likeness of PRODUCER. PRODUCER reserves all rights regarding merchandising items with the name and/or likeness of PRODUCER. ~~PURCHASER shall provide adequate vendors for merchandising, number of which shall be determined according to capacity of venue (to be confirmed with tour manager).~~ Venue shall provide vendors with a starting bank of three hundred dollars (\$300.00) divided into the following denominations: two hundred and fifty dollars (\$250.00) in five dollar (\$5.00) bills; and fifty dollars (\$50.00) in one dollar (\$1.00) bills. The bank will be returned in full at the conclusion of the merchandise settlement. PURCHASER shall also provide four (4) six foot tables to be set up and placed in the lobby or in the area where merchandise is sold. ~~PAYMENT FOR MERCHANDISE SHALL BE BY COMPANY CHECK AT THE CONCLUSION OF SETTLEMENT AND SHALL BE MADE PAYABLE TO OH BOY RECORDS.~~

*Check the next day or cash the night of.*

9.

**REPRODUCTION OF PERFORMANCE**

A. The PRODUCER shall have the sole and exclusive right to film, record, tape, broadcast, or otherwise reproduce and embody any and all performances by PRODUCER, including without limitation, audiotape, video tape, or any other audio/visual process.

B. NO PART, PORTION, OR SEGMENT OF THE PRODUCER'S PERFORMANCE RENDERED HEREUNDER MAY BE BROADCAST, PHOTOGRAPHED, RECORDED, FILMED, TAPED, WEBCAST, OR EMBODIED IN ANY FORM FOR ANY PURPOSE WITHOUT THE PRODUCER'S PRIOR EXPRESS WRITTEN CONSENT. THIS CONSENT MUST BE OBTAINED IN WRITING AT LEAST THREE (3) WEEKS PRIOR TO THE ENGAGEMENT THROUGH AL BUNETTA MANAGEMENT.

C. PURCHASER WILL DENY ENTRANCE TO ANY PERSONS CARRYING CAMERAS AND/OR AUDIO OR VIDEO RECORDING DEVICES OF ANY KIND WITHOUT LIMITING IN ANY WAY THE GENERALITY OF THE FOREGOING PROHIBITION. IT IS UNDERSTOOD TO INCLUDE MEMBERS OF THE AUDIENCE, PRESS, AND PURCHASER'S STAFF. In the event that the PURCHASER, his agents, employees, contractors, etc.

*See contract  
face. Artist sells.  
M/M*

reproduce or cause to be reproduced the PRODUCER'S performance in the form of film, tapes, or any other means of audio or video reproductions, upon demand by PRODUCER, PURCHASER shall deliver all of the same (together with any and all masters, negatives, and other means of reproduction thereof) to PRODUCER at PURCHASER'S sole cost and expense, in addition to all other legal or equitable remedies which PRODUCER may have.

10.

**CANCELLATION**

The PRODUCER shall have the right to cancel this engagement without liability upon notice to the PURCHASER no later than thirty (30) days prior to the date of the first performance hereunder, in the event the PRODUCER secures a commitment for a motion picture, television series or network television program, Broadway show, or recording engagement, if such a commitment conflicts with the engagement contracted for hereunder. The PRODUCER reserves the right to cancel an engagement due to sickness or any public authority or bureau, civic tumult, strike, epidemic, interruption of or delay in transportation services, war conditions or emergencies, or any cause beyond the control of the PRODUCER. It is understood and agreed that there shall be no claim for damages by either party to this contract in the event of such cancellation as described in this paragraph. The PRODUCER shall not perform to any audience that is segregated, or discriminating in regard to, but not limited to, race, color, creed, or sex.

11.

**PURCHASER ASSUMES LIABILITY**

Except as otherwise herein specifically provided, PURCHASER hereby assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities, and damages related to or based upon the presentation or production of the show or shows in which accident, or if a performance is prevented, rendered impossible, or infeasible, by any act, or regulation of PRODUCER is to appear hereunder. PURCHASER certifies that the building in which performance is to take place is adequately insured, and that purchaser shall at all times have adequate liability insurance in connection therewith. (Certificate of insurance shall be presented upon request of PRODUCER).

12.

**UNION FEES**

PURCHASER shall be responsible to pay all costs for stand-by musicians if required by American Federation of Musicians local having jurisdiction over the engagement and shall comply with any and all state and local laws and/or ordinances and all rules and regulations of any union having jurisdiction over the engagement hereunder.

13.

**PERFORMING LICENSES**

PURCHASER shall obtain at his sole cost and expense, any and all required licenses and necessary clearances, including but not limited to musical royalties, in connection with PRODUCER'S use of music.

14.

**INTRODUCTIONS**

There is to be no master of ceremonies nor any introduction(s) of the PRODUCER to the audience.



**TECHNICAL AND HOSPITALITY SECTION**

If any part of this section is not understood or is not acceptable to the PURCHASER for any reason, please contact the tour manager, Mitchell Drosin. [REDACTED]

**15. SOUND CHECK**

No audience members or unauthorized persons are to be allowed into the concert area before the completion of sound check without the permission of PRODUCER'S representative. PRODUCER requires a full sound check at PRODUCER'S representative direction, and PURCHASER shall comply with same.

**16. STAGE HANDS**

Purchaser shall provide at his sole cost and expense, four (4) experienced loaders/stage hands for load-in and load-out. Load-in time to be determined per advance with tour manager. Any additional stagehands above the previously state four (4) must be approved by tour manager or the additional labor costs will be the sole expense of PURCHASER.

**17. SOUND**

A. With a typical John Prine concert, we will utilize our own artist carried sound equipment. However, in the event that PRODUCER does not provide artist-carried sound, or if any portion of the PRODUCER'S artist-carried sound equipment needs to be augmented for any reason whatsoever (to be determined during the advancement of the show), the PURCHASER shall provide a portion or the complete house sound and monitor system to PRODUCER'S specifications.

If it is determined by all parties during the advancement of the show that artist's sound equipment will not be used, the PURCHASER shall provide at his sole cost and expense a high quality sound system by a professional sound company. Said sound system and sound company MUST be approved by the PRODUCER at least three (3) weeks prior to the performance contracted hereunder. The sound system for this engagement must meet the following specifications:

- i. Under 2000 seats: A minimum of two (2) three-way (3-way) modules per side and 2 subs.  
2000-6000 seats: A minimum of four (4) three-way (3-way) modules per side and 2 subs.  
6000 seats and up: one (1) three-way (3-way) module per 1000 seats.
- ii. Sound system must also include an adequate house mixing board, with at least twenty four (24) separate channels; a separate twenty four (24) channel onstage monitor mixing board capable of at least seven (7) submixes with a separate 1/3 octave equalization for each monitor mix; seven (7) floor monitor speakers (15" JBL speaker and horn); two (2) side-fills; eight (8) direct boxes; and a minimum fifteen (15) microphones consisting of a full selection of Shure, AKG, and Electrovoice.

B. In the event that PRODUCER'S artist-carried production staff are not present, PURCHASER shall provide at his sole cost and expense two (2) soundmen, one for monitor mix and one for house mix, who will have complete access to any and all sound equipment provided by the PURCHASER at least 6 hours prior to show time.

**18. LIGHTING**

PURCHASER shall provide at his sole cost and expense, a high quality lighting system with a lighting director by a professional lighting company that MUST be approved by the PRODUCER at least three (3) weeks prior to the performance contracted hereunder. The lighting system for this engagement must meet the following specifications:

- i. A minimum of thirty (30) instruments with a variety of gel colors for stage washes.

House  
PA  
only  
PK

ii. The lighting console must be at least 72 channels with at least 24 submasters. Leprecon, Leko ETC, Avo or any other professional board will suffice (to be approved in advance).

iii. The board and dimmers will need to be patched and ready to go NO LATER THAN LOAD-IN TIME. The truss will also need to be prepared and gelled. A minimum of six (6) dimmer circuits must be provided for the stage set.

19. **STAGE**

PURCHASER shall provide a stage measuring at least 60' wide by 30' deep (these dimensions include sound wings). **PLEASE REFER TO ATTACHED STAGE PLOT.** Configuration to be advised by tour manager in advance of performance.

20. **CLEARCOM SYSTEM**

PURCHASER is to provide a clearcom system between stage right, house mixer, monitor mixer, and all lighting operators.

21. **MUSIC PRIOR TO PERFORMANCE**

The PRODUCER will supply compact discs or approve any music to be played over the sound system prior to any performance. The PURCHASER shall provide a compact disc player at the house mixer to be used over the house system at his sole cost and expense.

22. **ONSTAGE**

PURCHASER shall provide at his sole cost and expense one (1) draped flat top table approximately three (3) feet high.

23. **DRESSING ROOMS**

PURCHASER shall provide two (2) clean, private, and adequate size dressing rooms with locks <sup>keys</sup> ~~(keys to be provided)~~ and guards. Dressing rooms must be on stage level and shall be equipped with full length mirrors, clothes racks or closets, A/C outlets, chairs, adequate lighting, proper air conditioning or heating, and private bathroom facilities with hot and cold running water and showers. Dressing rooms must be easily accessible to stage without PRODUCER having to pass through the audience or going outdoors to reach the stage. ~~In the case where it is determined by the PRODUCER or PRODUCER'S authorized representative that dressing room facilities are inadequate or are not available, PURCHASER shall provide at his sole cost and expense, two (2) lockable and securable motor homes to be used as a dressing rooms, with the same specifications as the dressing rooms described above, which are to be parked within the closest possible proximity to the stage entrance door. PURCHASER shall provide separate guards for these motor homes. PURCHASER shall also provide at his sole cost and expense a production office with a telephone line and a fax line.~~ Dressing rooms should not be entered by PURCHASER staff until after the PRODUCER leaves the venue.

3 rooms  
total

24. **SECURITY**

PURCHASER is to provide proper security to ensure the safety of the PRODUCER and all PRODUCER'S equipment, vehicle(s), and entire traveling party at all times before, during, and after the performance. However, there will be no uniformed guards in front of the stage during the performance, nor any guards of any kind in the dressing room at any time. **NO ONE SHALL BE ALLOWED ON THE STAGE, BACKSTAGE, OR THE WINGS OF THE STAGE UNLESS APPROVED BY PRODUCER OR PRODUCER'S AUTHORIZED REPRESENTATIVE.**

25. **CATERING**

**THE REQUIREMENTS BELOW ARE AS SPECIFIC AS POSSIBLE, HOWEVER, DURING THE ADVANCING OF THE SHOW CHANGES MAY BE MADE. THE TOUR MANAGER WILL DISCUSS THESE REQUIREMENTS DIRECTLY WITH PURCHASER'S CATERING COMPANY WELL IN ADVANCE OF THE SHOW. WE REQUEST THAT STYROFOAM CUPS,**

**PLATES, ETC. NOT BE USED. There are alternative products that do not contain fluorocarbons.  
Please try to accommodate our request.**

PURCHASER shall provide the following at his sole cost and expense:

**A. DRESSING ROOMS -To be stocked one (1) hour prior to soundcheck:**

**\*\*\*NOTE: Any beverages to be iced are to be put into coolers with ice, not bus tubs\*\*\***

**John Prine Dressing Room:**

- Three (3) cans of Diet Coca Cola Classic, iced down
- Twelve (12) cans Diet Canada Dry Ginger Ale, not iced down
- ~~One (1) seven hundred fifty (750 ml) bottle Smirnoff Red Vodka~~ *nm*
- Six (6) five hundred milliliter (500ml) plastic bottles Evian Water

(NO

**EXCEPTIONS TO BOTTLE SIZE OR BRAND)**

- One (1) whole lemon (uncut)
- Six (6) sixteen (16) ounce Solo cups
- One (1) bucket of ice for drinks
- One (1) large unopened bag Lays potato chips (no Ruffles)
- Four (4) hand towels
- One (1) unopened bag of plain popcorn
- Salt and pepper
- One (1) empty cardboard box (beer case or equivalent size)
- One (1) coffee mug

**John Prine Band Dressing Room:**

- Six (6) cans Coca Cola Classic, iced down
- Three (3) cans Caffeine-free Diet Coke, iced down
- Two (2) six-packs Bass beer, iced down
- One (1) bottle of chilled Sauvignon Blanc (Kim Crawford)
- Thirty-six (36) five hundred (500) milliliter bottles spring water
- Assorted whole fruit (six (6) bananas, four (4) apples, four (4) oranges)
- 1 lb plain real oven roasted turkey (to be kept chilled)
- 1 lb real plain roast beef (to be kept chilled)
- ½ lb of swiss cheese (to be kept chilled)
- One (1) loaf of white bread
- Assorted condiments (mayo, mustard, lettuce, ketchup, salt and pepper)
- Tortilla Chips, Guacamole and Salsa for (6) people.
- Twelve (12) paper plates
- Assorted cutlery
- One (1) corkscrew
- One (1) bottle opener
- Six (6) wine glasses
- Six (6) hand towels
- Twenty four (24) large sixteen (16) ounce Solo drink cups (no styro or glass)

**B. DINNER**

After sound check, a substantial hot dinner for eight (8) adults to include one (1) meat or fowl entree, one (1) potato, assorted salads, soup, vegetables and dessert, beverages to include soft drinks water, and fruit juices shall be provided. Dinnertime and menu to be confirmed with tour manager. When catering is not available, cash for a buy-out dinner at \$20 per person times 8 people shall be arranged (to be confirmed in advance by tour manager).


C. AFTER SHOW

One (1) substantial hot meal to be delivered to John Prine's dressing room after the show (to be determined by tour manager on day of show). One (1) China plate, proper cutlery, and cloth napkin are to be provided with the meal (no plastic!)

AGREED AND ACCEPTED:

  
\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
PRODUCER

9/22/15  
\_\_\_\_\_  
DATE



**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/riders 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 inure 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