

Mongrel Music

743 Center Blvd., Fairfax, CA, 94930 Phone: 415-485-5100 Fax: 415-485-5105
AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA
(HEREIN CALLED "FEDERATION")

Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over All The Territory In Which The Engagement Covered By This Contract Is To Be Performed.

THIS CONTRACT for the personal services of musicians on the engagement described below is made this April 14, 2015

Name of Artist: Lake Street Dive

Number of Musicians: 4

1. Name and Address of Place of Engagement: Van Duzer Theatre, Humboldt State University, Center Arts
1 Harpst St., Arcata, CA 95521

2. Date(s) of Engagement: Thursday, October 29, 2015

Type of Engagement: Concert

3. Starting Time of Engagement: An evening with at 8pm. One 75 minute set plus encores

4. Compensation Agreed Upon: \$15,000.00 flat guaranteed, seven single hotel rooms for one night, artist approved backline.
→ Red Lion in Eureka or Hotel Arcata - MSA

5. Purchaser Will Make Payments As Follows:

ALL PAYMENTS BY UNIVERSITY CHECK

Balance of \$15,000.00 payable in cash to Artist in full upon completion of performance.

Contracts due IMMEDIATELY.

NOTE: Merchandise terms subject to mutual agreement between buyer and artist management. Hard goods confirmed at 100% to artist

NOTE: Season discounts of 10% to 30% may apply to ticket prices

NOTE: Venue provides monitor board

IN-HOUSE SOUND, LIGHTS & PRODUCTION

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

NOTE: Any attached riders are herein made a part of this contract.

6. Ticket/Capacity: Ticket Price(s): Capacity: No. of Shows: 1
General \$41.00 X 812
Students \$10.00
Total GP: \$33,292.00
Net GP: \$33,292.00
Total Capacity: 812

DEPOSIT
\$
REC
BY

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

Roy Furshpan
Print Purchaser's Full & Correct Name (If Purchaser is Corporation, Full & Correct Corporate name)

Lake Street Dive Touring, Inc.
Print Name of Signatory Musician

X [Signature]
Humboldt State University
Center Arts
Arcata CA
Phone: 707-826-4411 Fax:
Promoter Email: Roy.Furshpan@humboldt.edu
Promoter Website:
Venue Phone:
Venue Website: <http://www2.humboldt.edu/centerarts/home>

X Lake Street Dive Touring, Inc.
C/O Mongrel Music
743 Center Blvd.
Fairfax, CA 94930
Phone: 415-485-5100 Fax: 415-485-5105
Artist Co./Check Payable To: Lake Street Dive Touring, Inc.
Fed ID #: XXXXXXXXXX
Artist Website: www.lakestreetdive.com



Lake Street Dive - Backline Rider - 2015

Contacts: Luke Milanese [REDACTED]

Jared Herman [REDACTED]

Management: Emily Lichter [REDACTED]

Drums:

Slingerland, Vintage 1960's era drums preferred.

1- 20" kick drum 1- 12" rack tom (with mounting hardware to kick drum)
1- 16" floor tom (with legs) 1-Snare drum, 2- boom cymbal stands, 1-hi-hat stand, 1- snare stand, 1- drum stool, 1- drum rug

Bass:

1st choice: 1-Eden WT800 head w/ (2) 4x10 Cabinets

2nd choice: 1- Ampeg SVT Classic w/ 8x10 Cab

Provide all power, speaker, & instrument cabling for proper connections.

Guitar:

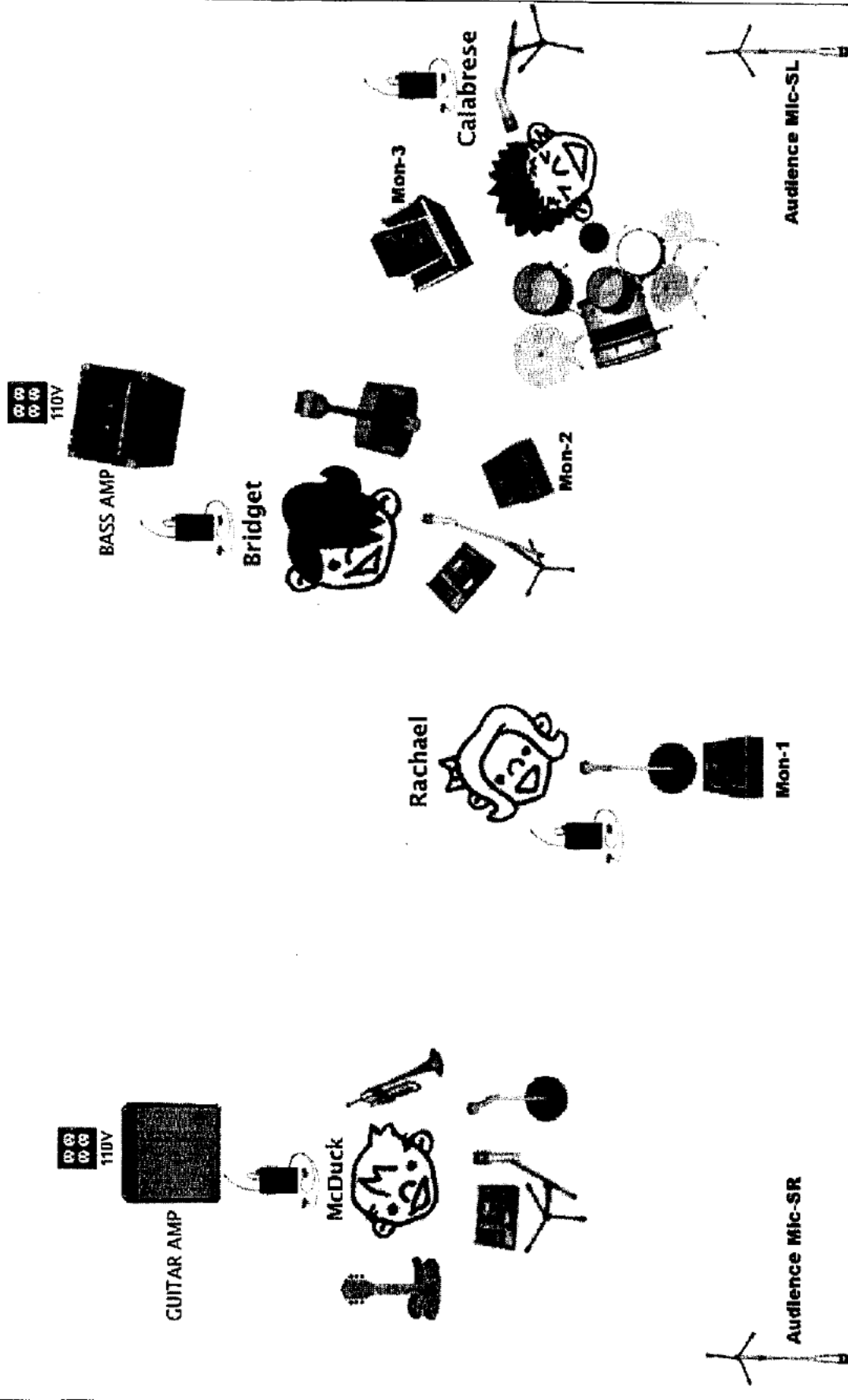
1- Fender Super Reverb (vintage if possible) with tilt back legs & foot switch for Verb & Tremolo

Provide all power, speaker, & instrument cabling for proper connections.

1- Gibson Les Paul, Fender Stratocaster, or Fender Telecaster w/strap

2- Guitar stands

LAKE STREET DIVE 2015 v1.0



<p>1-Kick In 2-Kick Out 3-Snare Top 4-Snare Btm 5-Hi-Hat 6-Rack 7-Floor</p>	<p>8-OH-SL 9-OH-SR 10-Bass D.I. T-Bone 11-Bass D.I. Fish 12-Bass D.I. Mag 13-Bass Mic 14-GTR-Top</p>	<p>15-GTR-Bottom 16-Trumpet 17-GTR Vox 18-Center Vox 19-Bass Vox 20-Drum Vox 21-Talkback 1</p>	<p>22-Talkback 2 23- Audience Mic-SL 24- Audience Mic-SR 25- CopperHead</p>	<p>Luke Milanese MON/PM 860-428-3597 lukemilanese@gmail.com</p> <p>Lake Street Dive travels with DIGI Co SD9 (FOH), SC48 (MON), mics, DI's,</p>	<p>stands, cables, sub snakes, 300' cat5 FOH snake, IEM rig & all backline. We require 3 monitor wedges, one 8'x8'x4' drum riser.</p> <p>16' riser TR DATA</p>
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**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.

Soft Goods 80/20
Hard goods 100% artist
@

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.

Lake Street Drive Touring, Inc.

For Artist

[Redacted]

Tax ID/Social Security #

For CenterArts

[Signature]

For University Center

Updated: April, 2009