

MIKE EPSTEIN & COMPANY

26 WENHAM ST. UNIT 3 | JAMAICA PLAIN, MA 02130 | (P) 256-344-7469 (E) BOOKING@EPSTEINCO.COM

Contract #: 360

ALL PAYMENTS BY UNIVERSITY CHECK _____

This contract for the services of musicians on the engagement described below between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians is made this day of **Tuesday, March 3, 2015.**

1) Place of Engagement: **Fulkerson Recital Hall
Humboldt State University
1 Harpst Street
Arcata, CA 95521**

RIDER REQUIREMENTS FOR PIANO
TUNING MUST BE STRICTLY ADHERED
TO OR ARTIST MAY VOID CONTRACT

2) Band or Group: **Last Southern Gentlemen Tour
Featuring Ellis and Delfeayo Marsalis**

of Musicians: 4 Other Acts: None

3) Engagement Date and Time: **Saturday, March 5, 2016**

IN-HOUSE SOUND, LIGHTS & PRODUCTION _____

Two Shows: One (1) ⁷⁵~~sixty (60)~~ minute show at 7PM and 9PM

4) Type of Venue: **Recital Hall** Capacity: **225 (per show)**

UNIVERSITY RIDER IS MADE AN INTEGRAL
PART OF THIS AGREEMENT _____

Ticket Scale: **\$10-\$40** ⁽⁴⁶⁻⁾ Gross Potential: **\$18,000**

5) Compensation Agreed Upon: **\$7,500 (SEVEN THOUSAND FIVE HUNDRED USD) GUARANTEE**

**PLUS 85% OF GROSS TICKET SALES AFTER DEDUCTION OF APPROVED EXPENSES AND 15%
PROMOTER PROFIT, HOTEL ACCOMMODATIONS FOR THE NIGHT OF 3/5/2016 (HOTEL
SUBJECT TO ARTIST WRITTEN APPROVAL), LOCAL GROUND TRANSPORTATION, AND
BACKLINE PER THE ATTACHED ARTIST RIDER**

Red Lion in
Eureka, CA
-m

6) Purchaser will make payment and return signed contract as follows:

~~Contract Due Date: Tuesday, March 17, 2015~~ nsc

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

Balance: **\$7,500** made payable via certified check only to DMarsalis Productions

BALANCE TO BE PAID DIRECTLY TO ARTIST IMMEDIATELY PRIOR TO FIRST PERFORMANCE

OVERAGES PAYABLE IN CASH IMMEDIATELY FOLLOWING LAST PERFORMANCE in check, next
business day -m

7) No portion of the engagement shall be recorded, reproduced or transmitted from the place of performance,
in anyway whatsoever, unless written approval by artist or artist's representative is obtained.

*****SOUND AND LIGHTS PROVIDED BY PURCHASER PER ARTIST TECHNICAL RIDER*****

Signature of Purchaser (or Agent thereof):

Signature of Artist (or Artist's Rep):



Roy Furshpan

Delfeayo Marsalis for DMarsalis Productions

Mailing Address:
CenterArts
Humboldt State University
1 Harpst Street
Arcata, CA 95521

Venue Contact:
Roy Furshpan
CenterArts Director
(p) 707-826-3928
(e) roy.furshpan@humboldt.edu

Production Contact:
Michael Moore
CenterArts
(p) 707-826-3928
(e) mgm8@humboldt.edu

**DELFEAYO MARSALIS QUARTET
CONTRACT RIDER**

CHANGES MADE TO THIS RIDER WITHOUT PRIOR CONSENT OF ARTIST'S MANAGEMENT RENDERS THIS AGREEMENT NULL AND VOID.

Venue, City, State: _____

Performance Date(s): _____

THIS RIDER IS ATTACHED TO AND HEREBY MADE A PART OF THE CONTRACT DATED _____ BETWEEN DELFEAYO MARSALIS and (HEREINAFTER REFERRED TO AS "ARTIST") AND _____ (HEREINAFTER REFERRED TO AS "PURCHASER").

1. TECHNICAL REQUIREMENTS - *In house backline - msa*

In order to assure a quality concert, PURCHASER agrees to provide the following at PURCHASER's expense:

- A. A jazz drum kit, (Pearl, Sonor or equivalent) with no larger than 20" bass drum, and a close-cropped gray carpet measuring 8' x 8' for the drum kit.
- B. Wooden upright bass (non-plywood).
- C. A nine (9) foot acoustic Steinway or Yamaha grand piano. The piano must be tuned to A-440 *on each day of performance*, and a piano tuner is to be available at the sound check and at intermission or end of first show in case touch-up is necessary.
- D. A professional sound augmentation system capable of providing clear, undistorted, evenly distributed sound throughout the audience area; and microphones and monitors as provided in the attached stage plot and technical specifications (page 6).

2. SHOW REQUIREMENTS

- A. A stage for performance which must be a minimum of twenty (20) feet deep from downstage edge to upstage wall, and a minimum of thirty (30) feet wide from stage right (not including wings in the instance of a proscenium theater). The stage must be flat, not raked, and must be both smooth and stable.

For outdoor performances, stage (including all instruments and equipment) must be completely covered by a suitable and stable roof with wings in order to protect ARTIST and equipment from the elements to ARTIST'S satisfaction.

- B. A professional lighting system with at least two yellow lights.

_____ (Initials) _____

- NO SPOTLIGHTS -

- C. All electricians, stagehands, ~~spotlight operators~~ and all employees required for the performance(s) hereunder, and for any rehearsals or sound checks as required by ARTIST. ARTIST reserves the right not to perform if the equipment provided does not meet ARTIST's specifications.

3. TRAVEL, TRANSPORTATION & LODGING

- A. PURCHASER shall provide at their expense the following:
 1. One (1) twelve foot (12') cargo van for instruments and groups luggage.
 2. Sufficient luxury automobiles (Cadillac or Lincoln or similar), capable of transporting six (6) adults, with driver to transport musicians and crew from point of arrival to hotel.
 3. Sufficient luxury automobiles (Cadillac or Lincoln or similar), capable of transporting six (6) adults, with driver for all ground transportation between hotel and venue for sound check(s) and performance(s), and available for departing the city of the performance.
- B. If there is no one to meet the ARTIST and musicians within thirty (30) minutes of the arrival time, ARTIST will rent the necessary vehicles at PURCHASER's sole cost and expense. Such amount shall be paid in cash prior to the performance, otherwise ARTIST shall not be required to perform and the full amount of the contract price shall be due ARTIST.
- C. PURCHASER shall provide, at no cost to ARTIST, two (2) *→ Red Lion in Eureka, CA -* suites and three (3) single rooms in a four star hotel (Four Seasons or equivalent). ~~If early check in is required but cannot be ensured by the hotel, rooms must be secured one (1) day prior to arrival to avoid inconvenience to the ARTIST and PURCHASER shall be responsible for cost thereof.~~ *hjr*
- D. PURCHASER must pay, in advance, all room and tax charges for hotel rooms. ARTIST shall be responsible for all incidental charges including meals, movies, room service, laundry and anything charged to the ARTIST's, musicians' and crew members' rooms.

4. DRESSING ROOM(S)

- A. PURCHASER agrees to provide safe, comfortable, private dressing rooms for ARTIST's sole use. These rooms are to be clean, dry, well lighted and heated or air conditioned as the weather shall require. The dressing rooms are to be made available to ARTIST's representative upon his arrival and are to remain available to ARTIST and his staff until two (2) hours after the close of the performance.
- B. PURCHASER shall be solely responsible for the security of items in the dressing room area and shall keep all unauthorized persons from entering said area, particularly while ARTIST is performing. In addition, these rooms shall be capable of being locked and the keys shall be allowed only to ARTIST's representative. The dressing rooms are to contain:
 1. Fresh fruit, orange juice, cran-apple juice, water and sodas.
 2. Six (6) clean bath towels and six (6) hand towels.
 3. Fresh Spring water and six (6) glasses.
 4. Hot food sufficient for six (6) people. ARTIST suggests Italian or Indian food. Fresh quality food is a must. COLD FOOD OR FAST FOOD IS NOT ACCEPTABLE.

Or

Meal buy-out at \$25.00/person USD.

one dressing room

5. PAYMENT/SETTLEMENT

- A. *Guaranteed Contract Price:* PURCHASER is to pay ARTIST's representative during performance, the

_____ (Initials) _____

guaranteed amount, or the balance of the guaranteed amount if a deposit has already been paid. All amounts due ARTIST are to be paid in the form of a cashier's check or money order or cash, as specified on face of contract.

ALL PAYMENTS BY UNIVERSITY CHECK

B. *Percentage Contract Price:* Any balance due on a percentage computation is to be paid immediately after the closing of the box office.

1. Unless otherwise approved, this final settlement will take place not later than thirty (30) minutes after the completion of the musical event. At that time a ticket-printer's manifest and detailed box office statement certified and signed by PURCHASER is to be given to ARTIST's representative. This statement is subject to approval of ARTIST or ARTIST's representative.
2. ARTIST's representative shall have the right to be present in the box office prior to and during the performance and intermission periods, and such representative shall otherwise be permitted to satisfy himself hereunder, and to examine and to make extracts from the box office records relating to said performance(s). PURCHASER shall provide for examination by ARTIST's representative, copies of all bills, statements and receipts that enter into computation of PURCHASER'S Show Expenses for the performance(s) hereunder. "Show Expenses" shall mean all those costs and expenses, direct and indirect, customarily incurred by promoters in the promotion of musical concerts. ALL expenses are subject to approval by ARTIST or ARTIST's representative.
3. In cases where a break figure is a part of the computation, if PURCHASER has other or greater expenses, the break figure shall not be affected. If, however, the bona fide aggregate paid bills relating to any of the above listed costs shall total less than stated herein, the break figure will be reduced by the difference between the total listed costs as established to the reasonable approval of the ARTIST's auditors based on the paid bills maintained in connection with the event. Under no circumstances will the break figure be increased. PURCHASER represents that total costs are \$ _____

ANY PERCENTAGE PAYMENTS MADE BY UNIVERSITY CHECK MAILED FOLLOWING BUSINESS DAY

6. TICKETS

- A. All tickets are to be printed by a bonded ticket supplier and consecutively numbered. PURCHASER agrees that he is liable for any and all counterfeit tickets and under no circumstances is ARTIST to assume loss of income as result of such tickets.
- B. If ARTIST is being paid under the percentage of receipts basis, PURCHASER is allocated the following number of complimentary tickets:

Venue Size	Number of Complimentary Tickets
0-200	10
201-500	14
501-1500	20
>1500	30

PURCHASER agrees to hold (equal to those provided in the schedule in Paragraph B) complimentary tickets for ARTIST for each show. In the case of a festival where several artists are performing, ARTIST must receive twenty (20) complimentary tickets. These tickets must be in the front and center of the room.

7. MERCHANDISING

ARTIST reserves the right to sell merchandise. If PURCHASER or venue sells merchandise for ARTIST, ARTIST agrees to pay up to a 5% commission. *80/20 split - MJA*

8. MISCELLANEOUS

- A. Either party may cancel this contract without recourse to the other in the case of an Act of God. In the event performance is cancelled by PURCHASER for any reason other than an Act of God, ARTIST is to be paid contract fee in full; in the event of such cancellation, ARTIST shall not be required to perform at any

_____ (Initials) _____

later time. In the event performance is cancelled by ARTIST for any other reason than an Act of God, ARTIST will refund to PURCHASER any deposits paid to ARTIST.

- B. ARTIST shall not be required to perform before any audience which is segregated on the basis of race or creed, or where physical violence or injury to ARTIST is likely to occur, nor where strikes or the threat thereof exists.
- C. No portion of the performance(s) may be recorded, filmed, taped, broadcast or mechanically reproduced in any form for the purpose of reproducing such performance(s) without prior *written consent* from ARTIST or his Management. If any such unauthorized recording is discovered during the ARTIST's performance, ARTIST shall have the right to withhold performance without prejudice to his rights hereunder.
- D. PURCHASER agrees that there will be no signs, placards, banners or other commercials advertising material on or near the stage during the performance(s) nor shall ARTIST's appearance be sponsored by or in any other way tied with any commercial product or company without consent from ARTIST or his Management. PURCHASER further agrees that ARTIST's name will not be used in association, directly or indirectly, with any product or service without ARTIST's prior written consent. PURCHASER is enjoined from selling or distributing any merchandise bearing the likeness of ARTIST, and phonograph recordings, or any other souvenir material at the performance(s) hereunder without ARTIST's written consent. ARTIST is responsible for making his own financial arrangement with the facility and/or its concessionaire for the sale of its merchandise.
- E. PURCHASER agrees that ARTIST may cancel engagement hereunder by giving PURCHASER written notice mailed to the address set forth in the Agreement at least forty five (45) days prior to the commencement date of the engagement provided ARTIST should be called upon to furnish his services in connection with a motion picture, television program, stage play, Nevada or Atlantic City or foreign concert tour, and if ARTIST, in ARTIST's sole discretion, determines that the engagement might conflict with such other engagement, or with any rehearsal or preparation therefore.
- F. In the event of material breach by PURCHASER of any of the terms, covenants, or conditions of this contract, ARTIST shall not be required to perform hereunder and PURCHASER shall pay ARTIST the full amount of the contract fee as specified on the face of the contract. However, PURCHASER shall first be given an opportunity to correct any alleged material breach after prompt notice by ARTIST.
- G. This agreement may not be changed, modified or altered except by an instrument in writing, signed by the parties hereto. No changes made on this rider shall be valid unless countersigned by ARTIST. In the case of any conflict of terms with any documents appended hereto the terms contained in this rider shall prevail.
- H. In all news releases, announcements, advertisements, posters and printed programs relative to this engagement, the billing should read as follows:

DELFEAYO & ELLIS MARSALIS QUARTET
THE LAST SOUTHERN GENTLEMEN TOUR

If PURCHASER is unable to fulfill any of the items in the contract or needs additional information please contact:

_____ (Initials) _____

INFORMATION/TRAVEL/LOGISTICS

Trena Marsalis
DMarsalis Productions
5208 Magazine Street, Suite 183
New Orleans, LA 70115

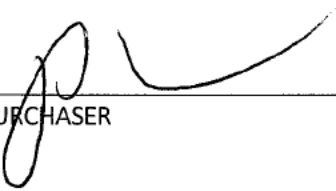
[REDACTED]

Office: 504.897.3033

Fax: 504.897.3315

[REDACTED]

AGREED & ACCEPTED:



PURCHASER

ARTIST/ARTIST REPRESENTATIVE

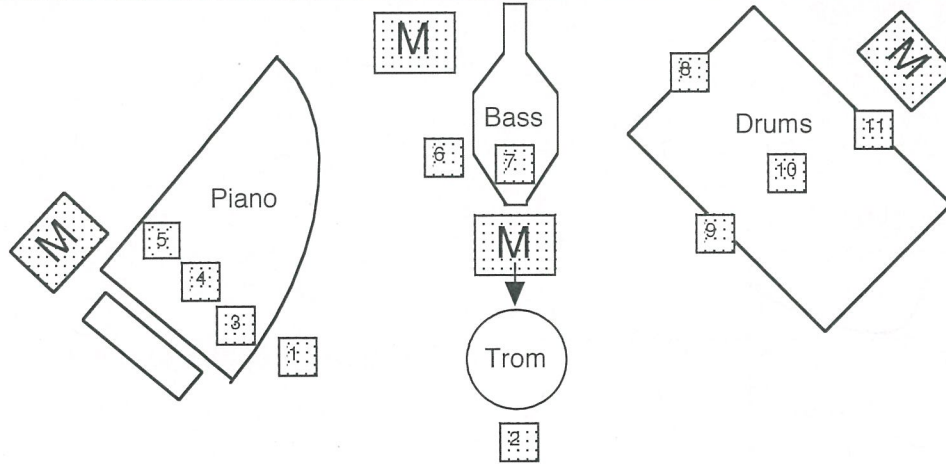
DATE

DATE

_____ (Initials) _____

DMarsalis Productions

Last Southern Gentlemen's Tour STAGE PLOT



- LEGEND:**
- 1 = Cordless Handheld Talkback/Vocal microphone on unextended straight stand
 - 2 = Shure KSM 32, KSM 44 or AT 4050 or equivalent condenser mic on straight stand
 - 3 - 5 = AKG 452, km184, TLM 170, AKG 414 or Earthworks piano bar PM40
 - 6 = km 184, AKG 452 or RE 20
 - 7 = direct line
 - 8 = AKG 414, 451, ksm 32, 44 or 141
 - 9 = SM 52, 421, RE 20 or AKG d112
 - 10 = SM 57
 - 11 = AKG 414, 451, ksm 32, 44 or 141

M = Monitor

*In House
Mics
ONLY
PTB*

TECHNICAL REQUIREMENTS:

1. Piano: 9 foot Grand, Steinway or Yamaha, tuned to A440 (Hamburg "D"); microphones should be placed 1.5 feet apart, 1 foot above hammers
2. Bass: wooden upright and amp
3. One 8 ft x 8 ft close cropped drum rug
4. Four (4) quality monitors and four (4) quality monitor mixers with monitor sound board on side of stage.
5. 4 music stands
6. Front of stage should be clear of all cables except for the trombone microphone. All cables are to be neatly run from the back of stage forward and, covered with black, or otherwise inconspicuous fabric, where possible.

7. In order of importance, the volume of the instruments for the audience should be:

- a. Piano
- b. Trombone
- c. Bass
- d. Drums

Depending on how live the audience or room is, miking the drum kit may vary. If the room is very live, the drums only require two mikes overhead on boom stands.

PURCHASER must provide phantom power.

Produced by Palaces of Sand, LLC

**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

For CenterArts

Tax ID/Social Security #



For University Center

Updated: April, 2009