

THE M.O.B. AGENCY

6404 WILSHIRE BLVD. SUITE #505
LOS ANGELES, CA 90048
PH: 323-653-0427
FAX: 323-653-0428

UNIVERSITY RIDER IS MADE AN INTEGRAL
PART OF THIS AGREEMENT

CONTRACT #: 7151
LOAD IN: TBA
DOORS OPEN: 7.00PM
SHOW TIME: 8.00PM
ON STAGE: 8.00PM

THIS CONTRACT for the personal services of musicians/artist on the engagement described herein, made Tuesday, December 09, 2014 between the undersigned Purchaser of Music (herein called "PURCHASER") and 5 musicians/artists.

The musicians/artists are engaged severally on the terms and conditions on the face of this contract. The undersigned leader represents and guarantees that the musicians/artists designated herein have agreed to be bound by the terms and conditions hereof. Each musician/artist to be designated at a later time, upon acceptance, shall be bound by the terms and conditions under the undersigned leader.

VAN OVER THEATER

1. Engagement (Location) KATE BUCHANAN ROOM Humboldt State Uni, 1 Harpst Street Arcata, CA 95521
(Address)
Venue Phone: 702-826-3011 Hall Manager:

2. Artist or Band Name MATT COSTA

MATT COSTA PLAYS A DUO PERFORMANCE AS DIRECT SUPPORT FOR G. LOVE & SPECIAL SAUCE
ALL AGES SHOW
10% MERCH RATE SOFT ITEMS. 10% RECORDED ARTIST SELLS.

3. SOUND CHECK MANDATORY.

4. NO TAX DEDUCTIONS ALLOWABLE.

5. Engagement date (s) Sunday, January 25, 2015 ARTIST AGREES TO PERFORM ONE-FORTY FIVE MINUTE SET.

6. Ticket Prices Capacity: 625 812 TIX: \$15.00 GA \$25.00 STU
Gross Potential: \$9,375 Taxes: 7.00% Gross After Tax: \$8,762

7. WAGE AGREED UPON \$2,000 FLAT GUARANTEE ALL PAYMENTS BY UNIVERSITY CHECK
UNIVERSITY CANNOT PAY DEPOSITS IN-HOUSE SOUND, LIGHTS & PRODUCTION

~~A deposit of \$1000 is Due on or before 1/10/15 payable to M.O.B., INC. by bank wire, certified check or money order.~~ *University check - ok*

BALANCE OF GUARANTEE PLUS ANY APPLICABLE PERCENTAGES ARE PAYABLE ON DEMAND IN CASH OR CASHIER CHECK FOR NIGHT OF SHOW

PURCHASER AGREES TO PROVIDE AND PAY FOR AN ADEQUATE SOUND AND LIGHT SYSTEM TO MEET WITH ARTIST'S APPROVAL. *headliner's - ok*

- 8. The wages disclosed herein include all expenses Purchaser has agreed to reimburse in accordance with the attached schedule, or a schedule to be provided Purchaser on or before date of engagement.
- 9. It is expressly understood by all parties hereto that the Purchaser has no right to supervise the services of the musicians/artists on the engagement and Purchaser has no right to control the manner, means, and details of the performance of services by the musicians/artists including the leader as well as the ends to be accomplished.
- 10. The obligation of musicians /artists to performance services hereunder is subject to proven detention by personal illness, accidents, riots, strikes, acts of God, or other legitimate conditions beyond musicians/artists control. On behalf of Purchaser the leader will distribute monies received from Purchaser to musicians, including himself, as specified below, or as specified on a separate memorandum provided to Purchaser at or before commencement of the employment hereunder and take and turn over to Purchaser receipts therefore from each musician/artist, including himself. The amount of money paid to the leader includes the cost of transportation, which will be reported by the leader to Purchaser.
- 11. It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither The M.O.B. Agency nor its officers are parties to this contract in any capacity and that neither The M.O.B. Agency nor its officers are liable for the performance breach of any provisions hereof.
- 12. Purchaser and Artist agree that receipt of this contract and commencement of performance shall be adequate confirmation of all terms embodied in this contract and rider, and shall be binding on all parties, whether the contract is signed or not.

ROY FURSHPAN
CENTER ARTS/HUMBOLDT STATE UNIVERSITY
X
1 Harpst Street
Arcata, CA 95521
707-826-3928

COSTA TOURS, INC. FED ID [REDACTED]
BY: CHRIS FENN
X *[Signature]*
15260 Ventura Blvd. Suite 1700
Sherman Oaks, CA 91403

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

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.

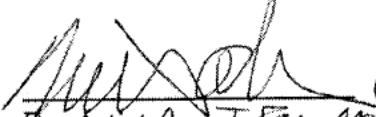
10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider 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.

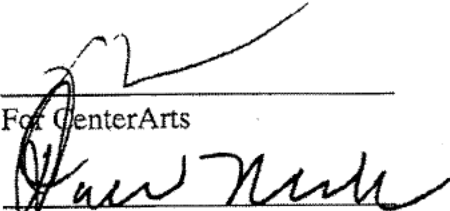
12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee.

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 *Agent For Mark Kost* For CenterArts


Tax ID/Social Security #


For University Center

Updated: April, 2009

**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.