

OCT 09 2014
FEC



CREATIVE ARTISTS AGENCY

401 Commerce Street, Penthouse
Nashville, TN 37219
615-383-8787/615-383-4937 Fax

October 01, 2014

Roy Furshpan
Humboldt State University - Arcata, CA
1 Harpst Street
Arcata, CA 95521

RE: MICHAEL FRANTI
CORP: [REDACTED]
DATE/SHOWTIME: Mon 11/17/14 (US) - 08:00 PM
VENUE: Van Duzer Theatre - Arcata, CA
TOUR:
DEAL: \$20,000.00 guarantee + 85% of GBOR at \$34,097.00 of GBOR
Billing: Artist to receive 100% Headline billing and close show.
Performance Length: Artist to perform one seventy-five (75) minute acoustic show.
Sound and Lights: Purchaser to provide and pay for first class sound & lights, per Artist specifications.
Support Talent: Purchaser to pay \$500.00 USD for support talent, Ethan Tucker.

Dear Roy:

Enclosed please find the contracts and riders for the above-mentioned engagement. Please sign all copies and return them to my office as soon as possible for further processing. If you have any questions, please do not hesitate to call.

Best Regards,

Jeff Kroner (KRO)
CREATIVE ARTISTS AGENCY.

**PLEASE NOTE DEPOSITS ARE DUE AS FOLLOWS
AND MAY BE PAID BY CERTIFIED CHECK OR
FEDERAL RESERVE BANK WIRE TRANSFER:**

\$10,000.00 due 30 days prior to showdate; due on or before 10/18/2014

WIRE TRANSFER SHOULD BE SENT TO:



PLEASE NOTE THAT WE DO NOT ACCEPT ACH CREDITS

UNIVERSITY RIDER ^{as amended} IS MADE AN INTEGRAL PART OF THIS AGREEMENT _____



CREATIVE ARTISTS AGENCY
401 Commerce Street, Penthouse
Nashville, TN 37219
615-383-8787/615-383-4937 Fax

ELECTRONIC

AGREEMENT made this 23rd day of Sep, 2014
Between GLOCAL INC [redacted] (hereinafter referred to as "PRODUCER"), furnishing the services of the artist(s) professionally known as Michael Franti (hereinafter referred to as "Artist") and Humboldt State University (hereinafter referred to as "PURCHASER"). It is mutually agreed upon between the parties as follows: The PURCHASER hereby engages the PRODUCER and the PRODUCER hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions herein set forth, including those attached hereto entitled "Additional Terms and Conditions".

1. Name and Address of Place of Engagement: Van Duzer Theatre - Arcata, CA

2. Date(s), Showtime: Mon, Nov 17, 2014 @ 08:00 PM

3. Additional Information:

- Billing:** Artist to receive 100% Headline billing and close show.
- Performance Length:** Artist to perform one seventy-five (75) minute acoustic show.
- Sound and Lights:** Purchaser to provide and pay for first class sound & lights, per Artist specifications.
- Support Talent:** Purchaser to pay \$500.00 USD for support talent, Ethan Tucker.
- Additional Provisions:**
 - *Please contact Katie Nowak at CAA to coordinate all advertising and on-sales. Katie.Nowak@caa.com / [redacted]
 - *Michael Franti to perform one thirty (30) minute DJ set following acoustic performance.
 - *Artist to receive 10 comps.

Merchandise: 90/10 all

Who Sells: Artist sells

4. COMPENSATION AGREED UPON (Amount and Terms):
\$20,000.00 guarantee + 85% of GBOR at \$34,097.00 of GBOR

TICKET SCALING:		Show Type:	Public Event	
General Admission	802 @	\$40.00	\$32,080.00	
ARTIST COMPS	10 @	\$0.00	\$0.00	
Total Capacity:	812	Gross Potential:	\$32,080.00	
Total Tax%	.00%	Tax/Deductions:	(\$0.00)	Net Potential: \$32,080.00

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

ADDITIONAL PER TICKET CHARGES			
TYPE	COST	INCL. IN PRICE?	
Charity	\$1.00	no	

see sound & lights clause
IN-HOUSE SOUND, LIGHTS & PRODUCTION

Notes:
*Student tickets \$35 **UNIVERSITY CANNOT PAY DEPOSITS** *see* **ALL PAYMENTS BY UNIVERSITY CHECK**

5. ~~DEPOSITS/CONTRACTS: \$10,000.00 due 30 days prior to showdate, due on or before Oct 18, 2014~~
Purchaser will make payments as follows: all payments shall be paid by ~~certified check, money order, bank draft, wire transfer, or cash.~~
~~Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. CONTRACTS MUST BE RETURNED WITHIN 30 DAYS OF RECEIPT. BALANCE of Guarantee, Plus Percentage Payments, if any, and Sound and lights Payments, if any, to be paid in United States Currency by PURCHASER to ARTIST no later than Prior to Performance, evening of engagement.~~

- 6. Riders Attached Hereto Are Hereby Made a Part Hereof.
- 7. If Artist is **Headlining** This Engagement: "All Support Talent is Subject to Artist Approval."
- 8. If Artist is **Supporting** This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."
- 9. 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 Producer relating to and permitting such recording, reproduction or transmission.

Mark T Cunningham

Signed: _____ (ARTIST/PRODUCER)
PRODUCER: GLOCAL INC [redacted]

Signed: _____ (PURCHASER)
PURCHASER: Humboldt State University - Arcata, CA by Roy Furshpan

Return all signed copies to Agent:
Jeff Krones
Agreement No. 599931

Mail To: Roy Furshpan; Humboldt State University, 1 Harpst Street, Arcata, CA 95521
Business phone: 707-826-4411; Business fax: 707-826-5980

ANY PERCENTAGE PAYMENTS MADE BY UNIVERSITY CHECK MAILED FOLLOWING BUSINESS DAY

THE ABOVE SIGNATURES CONFIRM THAT THE PARTIES HAVE READ AND APPROVE EACH AND ALL OF THE "ADDITIONAL TERMS AND CONDITIONS" ATTACHED HERETO.

Additional Terms and Conditions

The following additional terms and conditions are incorporated in and are part of the Agreement attached hereto.

1. PURCHASER agrees that it shall be solely responsible to provide a safe environment for the performances set forth in the Agreement (the "Performances") including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Performances and all persons and equipment are free from adverse weather and other conditions, situation and events ("Adverse Conditions"). PRODUCER and Artist shall not have any liability for any damage or injury caused by such Adverse Conditions. PURCHASER further agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the Performances, and if required by PRODUCER, any and all rehearsals therefor, including, but not limited to:

a. Equipment, materials, labor, licenses, permits, including, but not limited to, a suitable theater, hall or auditorium (well-heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by PRODUCER, a public address system in perfect working condition (including microphone(s) in number and quality as required by PRODUCER), and comfortable, well-lighted dressing rooms;

b. All stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the Performance(s), including, but not limited to, scenery, properties and baggage;

c. Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the Performance(s), and any rehearsals therefore; provided, however, that PRODUCER shall have the right to name such musical contractor and to approve such musicians;

d. All lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and security, ushers, ticket sellers for advance or single sales (wherever such sales take place), and ticket takers;

e. Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers, and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity.

2. PURCHASER will comply promptly and professionally with PRODUCER'S directions regarding the arrangement of stage decor and settings for the Performance(s).

3. PRODUCER will have sole and exclusive control over the production, presentation, and performance of the Performance(s), including but not limited to, the details, means, and methods of the performances of the performing artist hereunder. PRODUCER shall have the sole right as PRODUCER sees fit to designate and change, at any time, the performing personnel.

4. The Performance(s) to be furnished by PRODUCER shall receive billing in such order, form, size, and prominence as directed by PRODUCER.

5. PURCHASER will comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER or PRODUCER, or otherwise used in the Performance(s);

6. PURCHASER will not have the right to broadcast or televise, photograph, or otherwise reproduce the Performance(s), or any part thereof.

7. Except for local press in commercially reasonable numbers, any free admissions will be subject to PRODUCER'S prior written approval.

8. In the event that payment to PRODUCER will be based in whole or in part on the receipts of the Performance(s):

a. Ticket prices must be submitted to and approved by PRODUCER in writing before tickets are ordered or placed on sale;

b. PURCHASER will deliver to PRODUCER a certified statement of the gross box office receipts of each such performance within two (2) hours following such performance; and

c. PRODUCER will have the right to have its representative present in the box office at all times. Such representative will have the right to examine and make extracts from box office records of PURCHASER relating to gross box office receipts of the Performance(s). PRODUCER will have the right, at its own expense, to audit PURCHASER's box office records relating to gross box office receipts of the Performance(s) upon reasonable notice on or before the date two (2) years after the Performance(s). Such audit will be conducted during normal business hours, and at PURCHASER's normal place of business where PURCHASER maintains such receipts.

9. PRODUCER will have the sole and exclusive right, but not the obligation to sell souvenir programs and other souvenir items, including audio recordings in any and all formats and media, in connection with, and at, the Performance(s). The receipts thereof will belong exclusively to PRODUCER. PURCHASER will make reasonable accommodations to facilitate PRODUCER's sales activities.

10. PURCHASER agrees that PRODUCER may cancel the Performance(s) hereunder, in PRODUCER's sole discretion, by providing at least thirty (30) days notice to PURCHASER prior to the Performance(s) date. In such event, PRODUCER will return any amounts previously paid by

PURCHASER pursuant to this Agreement, and shall have no further obligations.

11. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of PURCHASER has changed, been misrepresented or been impaired, PRODUCER may cancel the Agreement without payment or penalty of any sort.

12. In the event that PURCHASER fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:

- a. PRODUCER, in its sole and exclusive discretion, may immediately terminate this Agreement;
- b. PRODUCER will have the right to retain any amounts theretofore paid by PURCHASER;
- c. PURCHASER will immediately reimburse PRODUCER for any out-of-pocket costs incurred by PRODUCER and/or Artist as a result of PURCHASER's breach;
- d. PURCHASER will remain liable to PRODUCER for the guarantee and any additional compensation due PRODUCER, as set forth in the Agreement; and
- e. PRODUCER and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

13. In the event of an alleged material breach of this Agreement by PRODUCER and/or Artist, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Performance, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar damages.

14. Currency. Unless otherwise provided herein, CAA will hold all deposits in United States Dollar accounts. Purchaser shall bear any currency conversion risks associated with delivering funds in other than United States Dollars or requesting deposit refunds (when such refunds are applicable) in other than United States Dollars.

15. Force Majeure.

a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to Artist or a member of Artist's immediate family, any of Artist's musicians, or any of PRODUCER's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by PRODUCER or Artist; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within PRODUCER's or Artist's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond PRODUCER's or PURCHASER's reasonable control.

b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 15(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.

c. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay PRODUCER the full amount of the guarantee set forth in this Agreement.

15.1 In the event that this Agreement concerns a support artist performance, and the headline artist of such engagement does not perform for any reason (except a Force Majeure Event cancellation for which Section 15 above will apply), if Artist is ready and willing to perform the services set forth herein, PRODUCER will be entitled to receive the full, agreed upon compensation set forth in this Agreement.

16. Insurance

a. PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). The policy shall name PRODUCER, Artist, each individual member of Artist, and their respective agents, employees, directors, officers, principals, representatives, and shareholders as additional insured's.

b. In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. PURCHASER shall supply PRODUCER with certificates of insurance showing coverage of the above at least ten (10) business days prior to the Performance date; provided, however, that if PURCHASER does not provide such certificate by the foregoing date, PRODUCER may, in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of

insurance as set forth herein, PRODUCER may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.

c. The insurance policies described herein will contain provisions requiring the insurance company to give PRODUCER at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to PRODUCER for written approval prior to any such change taking effect.

17. Indemnification

a. PURCHASER shall indemnify, protect, and hold PRODUCER, Artist, the individual performing members of Artist, Artist's managers, accountants, attorneys, agents, and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (i) PURCHASER's breach or alleged breach of the Agreement; and (ii) the Performance, including, but not limited to:

1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance;
2. Any and all loss, damage, and/or destruction occurring to PRODUCER's, Artist's, and/or their respective employees, contractors, or agents' instruments and equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control;
3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and
4. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by PRODUCER. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to PRODUCER, and PRODUCER expressly agrees to such claim, deduction, or offset in writing.

b. If an insurable risk occurs, resort to the procedures set forth in the insurance policies required hereunder, and any resulting remedies, will be the sole remedy of PURCHASER.

18. PURCHASER shall pay all taxes and fees incurred due to Performance(s), including all amusement taxes.

19. UNDER NO CIRCUMSTANCES WILL PRODUCER AND/OR ARTIST BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE PARTIES' PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF PRODUCER AND/OR ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY PRODUCER. PRODUCER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. PRODUCER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY PRODUCER AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF PRODUCER OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

21. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party.

22. The Parties each acknowledge that CREATIVE ARTISTS AGENCY, LLC acts only as agent for PRODUCER, and assumes no liability hereunder.

23. Except for the Parties' acknowledgment in Section 22 above, that Creative Artists Agency, LLC assumes no liability hereunder, in the event of any inconsistency between these Additional Terms and Conditions and Artist's Rider (attached hereto and incorporated by reference herein), the terms of Artist's Rider will control.

Michael Franti - Van Duzer Theatre - Arcata, CA (Buyer: Humboldt State University - Arcata, CA)

24. This Agreement shall be construed in accordance with the laws of the State of California without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in Los Angeles, California in accordance with the commercial rules and regulations then in effect of the American Arbitration Association. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performances or any element thereof. Wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

25. In the event that the performing artist(s) are members of the American Federation of Musicians ("AFM"), PURCHASER agrees that a representative of AFM will have access to the place of engagement covered by this agreement for purposes of communicating with the performing artist(s) and PURCHASER; provided, however, that PURCHASER acknowledges that AFM is not a party to this agreement and is not liable for the performance or breach of any provision hereof.

**CENTERARTS/UNIVERSITY CENTER/HUMBOLDT STATE UNIVERSITY/A.S.
PERFORMANCE RIDER**

THIS AGREEMENT ^{as amended} 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.~~

see exhibit A attached

~~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.~~

Any approved radius per contract face

~~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.~~

comps per contract face

~~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.~~

see CIAA Add'l Terms + Conditions # 15

~~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.~~

see CIAA Add'l Terms & Conditions

~~7. MERCHANDISING PERCENTAGE. CenterArts takes 20% of gross merchandising receipts for this engagement.~~

9010-MSA
merch rate per contract face

8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES ON CAMPUS.

per advance

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;

CAA Add'l terms unless made in writing & executed by an authorized representative of each party
CAA contract, Add'l Terms & Conditions & Artist Rider

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.

per advance, subject to Artist's approval

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.

as amended

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.

Mark T Cunningham

For Artist

Tax ID/Social Security #

For CenterArts

For University Center

Updated: April, 2009

Exhibit A

Indemnification: Producer shall indemnify, protect, and hold harmless Purchaser from and against any third party claim, demand, action, loss, reasonable cost, damage or reasonable expense whatsoever (including, without limitation, reasonable attorneys' fees) (collectively, "Claims") only to the extent such Claims are arising directly out of Artist or Producer's negligence, willful misconduct, or breach in performance of their obligations hereunder, excluding any such Claims to the extent such arise out of or in connection with purchaser's or its agents, employees, or representative's negligence, willful misconduct or breach in connection herewith. "

MICHAEL FRANTI

3 piece Acoustic Tech Rider (Michael, Carl+ J) (version Oct 1 2014)

Please direct any questions to:

1. Production Manager: Jai Vatuk e:

2. Sound Engineer: "Collin "Bulby" York e:

3. Tour Manager: Hossein Attar e: y

Musicians/Crew (6):

Michael Franti - Vocal, Acoustic Guitar, Footbox
J Bowman - Acoustic Guitar
C Young - Bass, Vocals
Collin "Bulby" York - Sound Engineer and Backline Set Up

Audio and stage needs- Provided by Venue

4x DI Boxes (2 Acoustic Guitars, 1 Footbox, 1 Bass)
3x SM58 Vocal Mics on boom stands (1 WIRELESS) (MF, CY + Guest/Backup Mic)
3x 3' (foot) tall black or natural colored wooden bar stools
4x Ultimate Guitar Stands
6x Clean White Terry-Cloth Hand Towels for Stage

GREEN ROOM - HOSPITALITY RIDER:

6x Small Bottles Still Spring Water / or Large Container of Filter Water w/cups (reusable or compostable preferred)
4x Super Green or Mango Tango Type Bottled Smoothies (Naked, Odwalla, etc)
1x Small Bottle/Box of Organic Lemonade
1x Small Basket of Organic Blueberries
1x Medium Pkg of Organic Tortilla Chips or Similar
2x Small Pkgs of Organic Hummus (One Original, One Spicy)
1x Small bag of Organic Baby Carrots
1x Small bag of Organic Roasted Cashews
1x Small jar of Organic Hot Salsa Dip
1x Electric Kettle + selection of Green, Black and Throat Coat Teas + Honey, Brown Sugar, Cream

***FOR NIGHT-TIME SESSIONS / 6:00 PM ONWARD – PLZ ADD:**

12x Beer (Corona, Pacifico, Pilsner or Ales – NO IPA or WHEATS)
2x Fine Local RED Merlot or Cabernet
1x Fine Local WHITE Pinot Grior or Sauvignon Blanc

*if HOT MEALS supplied – need Vegetarian Options for Six (6) People (*To Be Advanced).

DRESSING ROOM:

*← ONLY
DTS*

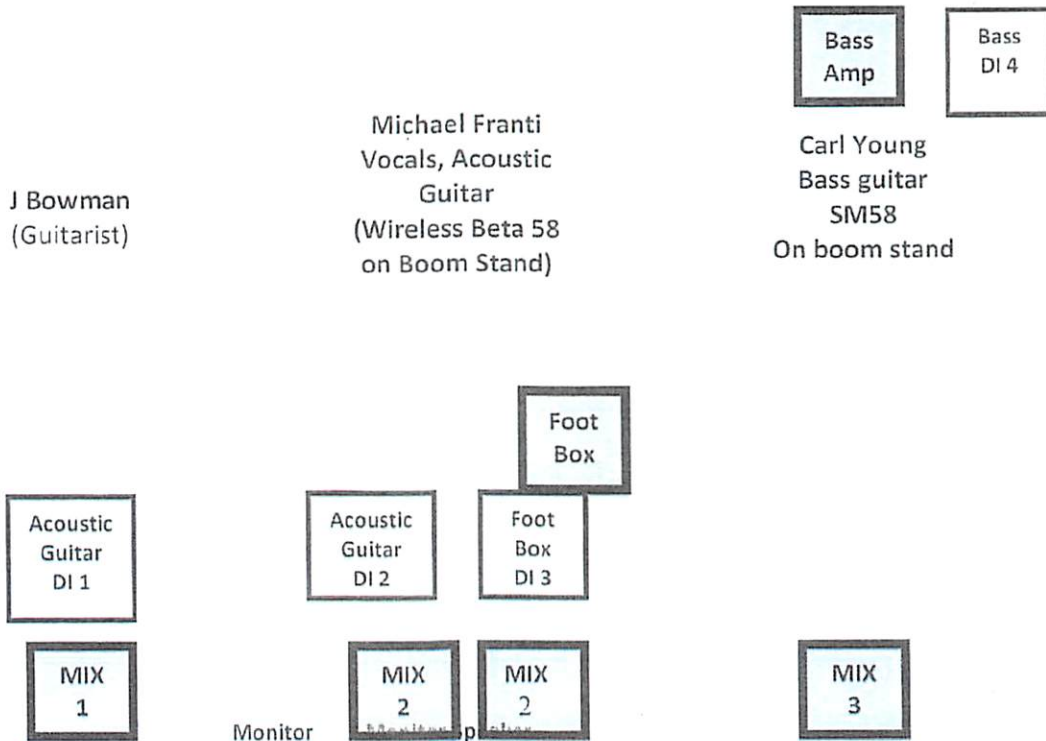
- One Clean, Private (Lockable or with Security Person) Artist Dressing Room w/Sofa or seating for 6-10 people.
- One Full-length Mirror
- One Table or Desk for Computers and Grooming
- Trash and Recycling Bin

PARKING:

- 1x Parking Spaces close to Artist Entrance to Accommodate 1 45 ft Bus *— parking for one bus without a trailer—MUR*
- 2x Parking for 2 personal vehicles

STAGE PLOT & INPUT LIST:

MICHAEL FRANTI - Acoustic Tech Rider (Michael + J and Carl) (version Sep 2014)



AUDIENCE FACING STAGE HERE

INPUT LIST	CH	INSTRUMENT	MIC, etc	FOH INSERT	MON INS	stand
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Per Advance

SM58 UTK only
ITS

1	FOOT BOX	DI BOX Countryman85	COMP + GATE	GATE	-
2	ACOUSTIC GTR - J	DI BOX Countryman85	COMP		-
3	ACOUSTIC GTR - Michael	DI BOX Countryman85	COMP		-
4	BASS	DI BOX Countryman85	COMP	COMP	
5	CENTER VOCAL - Michael	RF UHF-R Beta58	COMP	COMP	Tall boom tripod
6	BASS VOCAL	SM58	COMP	COMP	Tall boom tripod
7	SPARE VOCAL	SM58	COMP	COMP	Tall boom tripod

MICHAEL FRANTI - 3 Piece (acoustic) PRODUCTION REQUIREMENTS

Per Advance

THE AUDIO + LIGHTING SYSTEM SHALL BE A CLASS "A" SYSTEM. NO "B" OR "C" SYSTEMS WILL BE ACCEPTED.

SEE CENTERARTS TECH PACK
ITS

IMPORTANT: FOH Sound Engineer must be informed of any decibel limits prior to sound check.

Purchaser agrees to provide at his/her sole cost and expense, a professional, stereo, phase coherent, first class sound system. Any of the specifications described herein not available through the existing house sound system must come from an established and reputable company.

- > Artists sound engineer reserves the right to reject any equipment not up to spec. *- In house sound & lights*
- > The system shall be properly elevated so as to evenly cover the venue at any volume without interrupting sightlines.
- > The system must be able to provide a sound pressure level of 110db at the front of house mixing console without distortion or compression limiting.
- > Artists sound engineers shall have access to any and all system compression or limiting.
- > The crossovers for the system must be located at the front of house mixing position.
- >The front of house mixing position must be located on floor level, centrally positioned between the PA stacks, 2/3 distance from stage, 1/3 distance from back wall.
- > No fewer than 2 Front fill speakers, each with 1x12" woofer and 1x1" tweeter **MUST** be provided for near-field coverage.

>The minimum driver compliant of the system must be as follows:
*Up to 600 capacity: ONE ON EACH SIDE OF STAGE = Four (4) 18 inch sub-frequency loud speakers, Two (2) 15 inch low-mid frequency loud speakers, Two (2) 12 or 10 inch high-mid frequency loud speakers and Two (2) 2 inch high frequency compression drivers.

*IN HOUSE SOUND PER UNIVERSITY 21032
APPROVED*

Per Advance

*600 to 1000 capacity: Exactly twice the compliment described above.

*1000 to 1500 capacity: ONE ON EACH SIDE OF STAGE = Ten (10) 18 inch sub-frequency loud speakers, Six (6) 15 inch low-mid frequency loud speakers, Six (6) 12 or 10 inch high-mid frequency loud speakers and Four (4) 2 inch high frequency compression drivers.

*1500 to 2000 capacity: ONE ON EACH SIDE OF STAGE = Sixteen (16) 18 inch sub-frequency loud speakers, Eight (8) 15 inch low-mid frequency loud speakers, Eight (8) 12 or 10 inch high-mid frequency loud speakers.

*Over 2000 capacity: Please call for specifications / recommendations.

1) FRONT OF HOUSE MIXING CONSOLE

The front of house (FOH) mixing console must have a minimum of Sixteen (16) input channels, four (4) subgroups and/or VCA, 2 Matrix outputs, and two (2) master (L&R) outputs.

> Each input channel must include the following features:

Input pad with gain control, phase reverse, 48 volt phantom power, four band equalization with two (2) sweepable midranges, low-pass filter, insert point, no less than eight (8) auxiliary sends (which shall be switchable pre/post fader), pan and outboard fader.

> Purchaser agrees to provide at his/her sole cost + expense, an experienced, professional, English speaking, SOBER front of house sound system tech who shall attentively remain at the house mix position whenever the band are on stage.

2) FRONT OF HOUSE OUTBOARD GEAR

The following equipment must be at the FOH mixing position:

3 channels 1/3 octave EQ for L/R mains and front fills (Klark Teknik DN360, BSS). Separate EQ must be provided for balcony or center clusters. All EQ must be in-line and not inserted.

Crossovers as necessary

One (1) digital reverb units (Yamaha SPX990/2000, or TC M-One/M3000).

No less than three (3) quality compressors / limiters (eg. DBX 160/166, Drawmer, BSS)

No less than two (2) quality gates (Drawmer, BSS)

Shure SM58 Microphone connected to FOH console, routed via aux send to monitor console for talkback.

All equipment must be properly illuminated.

3) STAGE MONITOR SYSTEM

In the event that the Artist is not traveling with their own monitor system the purchaser agrees to provide at his/her sole cost and expense, a professional first class Monitor system.

> The Monitor mixing console shall have a minimum of Twelve Channels (12) input channels and eight (8) outputs.

> Purchaser agrees to provide at his/her sole cost and expense, an experienced, professional, English speaking SOBER monitor engineer who shall attentively remain at the monitor position whenever the band are on stage.

*In House @
FOH Processing only
Per Advance*

> IN EAR MONITORS (IMPORTANT): *PER ADVANCE.

> MONITOR WEDGES:

No less than four (4) wedges and 3 Discreet mixes shall be provided with the following specifications:

- 1- Matched pair of Bi-amped Wedges with 15" speaker and 2" horn
- 2- Similar Wedges on Discreet mixes

4) MICROPHONES & STANDS:

> Purchaser and/or their agents (sound company, etc) shall provide a professional microphone kit along with microphone stands to meet Artists specifications in the accompanying "MF Input List+Stage Plot".

> Local sound crew will be responsible for microphone placement and wiring of the stage. The Artist is to be allowed a minimum of one hour uninterrupted sound check (after microphone placement, line check, and monitors have been "rung out"), prior to doors opening.

5) LIGHTS: *TO BE ADVANCED.

> Purchaser agrees to provide at his/her sole cost and expense an experienced and competent lighting operator familiar with the supplied lighting system for the duration of Artists performance and Soundcheck and to work under instruction from the Artists Lighting Designer.

6) STAGE: *TO BE ADVANCED.

Purchaser agrees to supply a performance platform of solid, safe construction with absolute minimum dimensions of 16' wide x 12' deep x 4' high.

> All Risers & Stages must be Skirted in black drape and carpeted.

7) STAGE POWER

Artists stage equipment will require a minimum of two (2) 120 volt, 20 amp circuits, each circuit having two quad boxes evenly distributed across upstage. These circuits shall be the same distribution system as the house and monitor sound systems.

***ARTIST OFF-STAGE PERFORMANCE:** The artist may be going to perform one or more songs from a position at Front of House. The exact location will vary for each venue.

Promoter or Buyer or Production Mgr Signature

Date

MICHAEL FRANTI ACOUSTIC

HOSPITALITY RIDER (as of JUNE 2014) (2 pages)

AT MF&S LOAD IN TIME:

PLEASE HAVE ALL OF THE HOSPITALITY PUT OUT IN MAIN ARTIST DRESSING ROOM ON CLEAN TABLES .PERISHABLES AND DRINKS SHOULD BE REFRIGERATED,OR ON ICE ,

THE SUSTAINABILITY PART OF THIS RIDER IS IMPORTANT TO THE ARTIST AND WE APPRECIATE YOUR EFFORTS IN THIS AREA:

WATER: TO TRY TO ELIMINATE THE PLASTIC MENACE, WE WANT TO USE AS LITTLE BOTTLED WATER AS POSSIBLE. , SO PLEASE SUPPLY A LARGE 5 LITER COUNTER-TOP STYLE CONTAINER OF FILTERED OR SPRING WATER IN THE BANDS DRESSING ROOM + ONE FOR SIDE OF STAGE.

WE WILL ALSO NEED LARGE COMPOSTABLE (www.ecoproducts.com), RE-CYCLED PAPER OR RE-USABLE GLASSES and/or CUPS FOR UP TO 25 GUESTS.

RECYCLING: RECYCLING BINS TO BE AVAILABLE + PLACED IN THE DRESSING ROOMS + BACKSTAGE AREAS. (The contents also will need to be re-cycled.)

SUSTAINABLE TABLEWEAR: REAL PLATES + FLATWARE ARE PREFERRED FOR BACKSTAGE + CATERING. WHEN NOT AVAILABLE - SUPPLY COMPOSTABLE OR RECYCLED PAPER ALTERNATIVES.

MAIN DRESSING ROOM: ALL HOSPITALITY TO BE SET UP NO LATER THAN ARTIST'S LOAD IN TIME.

- 2x Bottles/cans of assorted natural colas, lemon-lime, root beer sodas (i.e. ZEVIA, HANSONS) HALF DIET
- 2 x Cans of Diet Coke
- 2 x Large bottles/cartons of Organic Lemonade (i.e., Paul Newman's, Santa Cruz)
- 24 x Bottles of good quality lager beer (Pacifico or Corona) - That's 1 full cases
- PLEASE - NO LOCAL OR MICRO BREWS (No Bud, Coors, Pabst, Michelob, Miller)
- 6 x Small cartons of Coconut Water
- 1 x Large bottle of Plain Sparkling Mineral Water (ie PERRIER)

***THE ABOVE DRINKS TO BE WELL REFREGERATED. OR IDEALLY ON ICE**

***A N ELECTRIC KETTLE TO BOIL WATER. THIS IS IMPORTANT**

- 1 x Wine & Beer Bottle Opener/Corkscrew
- 6 x Bottles of GOOD RED WINE MERLOT, CABERNET or MALBEC WINE - THAT'S SIX BOTTLES
- THIS IS IMPORTANT** No Zinfandel or Pinot Noir. California, Spain & Australia all make good wines.)
- 1 x Bottle of GOOD QUALITY Pinot Grigio WHITE WINE ***THIS IS IMPORTANT**
- 1 x Small tub of Organic Hummus
- 1 x Small Bag of Whole Wheat Pita Bread
- 1 x Small pack of Tofu Dogs (vegetarian hot dogs) ***THIS IS IMPORTANT**
- 1 x Small bag of whole wheat hot dog buns
- 1 x Medium bag of raw or roasted Cashews and/or Macadamia nuts - NO WALNUTS. *THIS IS IMPORTANT
- 3 x Good quality cheeses (organic or gourmet cheddar, Pepper Jack ,brie or something local)
- 1 x Raw , sliced vegetable selection plate (carrots , tomatoes, celery , you know the thing....)
- 1 x Small selection of organic sliced, smoked turkey for sandwiches
- 1 x Small loaf of organic sliced whole wheat bread
- 1 x Pack of Chocolate Chip cookies (i.e., Paul Newman's)
- 1 x Small selection of Organic fruit (a selection of mango, strawberries, bananas, apples, tangerines)
- 2 x Small baskets of Organic Blueberries
- 1 X Small Jar/bottle of VEGAN mayonnaise (Veganaise)
- 1 x Fresh Organic tomato
- 1 x Small bottle of balsamic vinegaretté salad dressing
- 1 x Medium bag/carton of fresh Organic mixed salad greens with Spinach
- 2 x Ripe Organic Avocados
- 8x -smoothies, green drinks(whole foods fresh made)
- 1x veggie Sushi platters (cucumber.avacado,asapargus etc..)

2x-Caramel Popcorn, Peanut M&ms, Reeces Buttercups... lol

PLEASE PUT CLEAN ICE IN THE MAIN DRESSING ROOM TOWARDS THE END OF THE SHOW

***ALL ITEMS TO BE FAIR TRADE + ORGANIC WHEREVER POSSIBLE.**

6 x Small/medium size, clean dark colored towels (for stage)
10 x Large clean towels (for dressing room) ***ONLY IF THERE ARE SHOWERS AT VENUE**
NOTE: Only 8 dressing room towels needed if there are no showers at the venue

**2) CREW BREAKFAST and/or LUNCH: SERVED AT LOAD IN TIME for crew of 4 people.
TO BE ADVANCED BY PRODUCTION MANAGER (NO BUY-OUT FOR THIS.)**

***FOR MORNING LOAD IN'S 11AM or PRIOR: Bagels, croissants, spreads & coffee/tea. , THEN
*FOR LUNCH/AFTERNOON LOAD IN'S 12noon onward: soup & sandwiches or pasta options.**

3) DINNER: A HOT MEAL to be provided for (8) people: consisting of a starter or salad bar, hot main course, sides and dessert. (One Chicken AND one Fish AND one Vegetarian entrée) *NO RED MEAT. IMPORTANT: For the VEGETARIAN (NON -FISH) OPTION -enough for 6) out of above party of 8 \ (Seitan, Braised Tofu Stir Fry, Pasta, Veggie Pot Pie, etc) are great choices and not just salad or veggie side dishes please.

All Catered Meals to be served no later than 90 minutes prior to band's stage time. 'To-Go' Containers must be available to band/crew in the event they want to pack meal for after-show.

4) BUYOUT: If cash buy out is advanced a \$25 US per person x 8people (\$200 total) is to be given directly to the TOUR MANAGER. Buyout Cash to be provided in small notes (\$20's & \$5's) and/or coins in local currency-- BEFORE SOUNDCHECK.

****BAD ALLERGIES - NOTE TO CATERERS: ABSOLUTELY NO EGGPLANT (AUBERGINE/MELANZANNE), PEANUTS, WALNUTS, HAM, PORK OR RAW ONIONS ANYWHERE PLEASE -- IMPORTANT!**

****WE ALSO HAVE ONE MEMBER OF OUR PARTY WHO IS DEATHLY ALLERGIC TO ALL NUTS. So if providing a catered meal, please make sure a separate dish is available for one person that does not contain ANY nuts, or nut oil, etc****

5) AFTERSHOW: Thai food for 8 and 8 large salads/Deli Sandwich trays with meats,tunas,veggie sandwiches and 8 large salads etc.

***PLEASE GIVE FOOD ONLY TO THE TOUR MANAGER
(DO NOT LEAVE LYING AROUND, OTHERWISE IT WILL ALWAYS MAGICALLY DISSAPEAR.)**

***WE WOULD LIKE ALL OF THE ITEMS ON THIS RIDER PLEASE, SO NO OMISSIONS OR ALTERATIONS UNLESS ADVANCED BY ARTIST'S TOUR MANAGER. IF ANY QUESTIONS OR DIFFICULTY LOCATING ITEMS ASK TOUR MANAGER:**

WE REALIZE THAT IT TAKES AN EXTRA EFFORT TO ACCOMODATE SOME ITEMS + WE APPRECIATE YOU + IT VERY MUCH AS WE HAVE USUALLY BEEN TRAVELING A LONG WAY FROM HOME + OVERNIGHT...THANK YOU! MICHAEL FRANTI