



OZOMATLI | Van Duzer Theatre | Arcata, CA | Tue, Aug 26, 2014

Agent: Mike Greisch | MGreisch@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Friday, May 16, 2014 by and between SEISMONOS, INC. F/S/O OZOMATLI ("ARTIST COMPANY"), which shall furnish the services of OZOMATLI ("ARTIST"), and CENTERARTS/HUMBOLDT STATE UNIVERSITY ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement.

This Performance Contract between ARTIST COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and ARTIST COMPANY hereby agree as follows:

1. ENGAGEMENT / VENUE:

VENUE: Van Duzer Theatre
 ADDRESS: Humboldt State University CenterArts - 1 Harpst Street
 Arcata, CA 95521
 United States
 DATE OF SHOW(S): Tuesday, August 26th, 2014
 DOORS: ~~7:00PM~~ 7:30 P.M.
 CURFEW: 12:00AM

ANNOUNCE: 06.16.2014 Mon
 PRE-SALE: ~~05.16.2014 Fri~~
 ON SALE: 08.04.2014 Mon
 AGES: All Ages

8pm show

2. COMPENSATION:

\$ 12,500.00 guaranteed to ARTIST (the "Guarantee").
PURCHASER to provide and pay for backline, as required and approved by ARTIST.

3. PAYMENT TERMS:

ALL PAYMENTS BY UNIVERSITY CHECK
Amount due shall be paid in full to ARTIST COMPANY in cash or by cashier's check or bank wire (as designated by ARTIST COMPANY) immediately following the Engagement.

4. PRODUCTION:

PURCHASER to provide and pay for Sound and Lights, approved by ARTIST.
IN-HOUSE SOUND, LIGHTS & PRODUCTION

5. OTHER PROVISION(S):

NO DEPOSIT: With the exception of an education institution, a 50% deposit is required for every engagement ARTIST accepts. This requirement may be waived under the following conditions:

PURCHASER agrees that in the event for any reason other than that provided in the contract the PURCHASER cancels the engagement to be performed by the ARTIST hereunder that the PURCHASER will pay the ARTIST 50% of the minimum guaranteed contract price simultaneously with the PURCHASER giving the ARTIST notice of cancellation. PURCHASER further understands that the ARTIST, by accepting the 50% payment, in no way waives the ARTIST'S other remedies for the PURCHASER'S cancellation. This cancellation payment, to be made under the terms of the guarantee, is merely intended to put the ARTIST in the same position that the ARTIST would have been had the deposit been required.

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

6. BILLING:

100% Sole Headline
"An Evening with OZOMATLI". No Support.

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

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7. TICKET SCALING AND PRICES:

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL	
General Admission	822	10	35.00	28,420.00	
Student	0	-	10.00	0.00	
CAP: 822	TOTALS:	822	10	\$ 28,420.00	GROSS POTENTIAL

SCALING NOTES ARTIST to receive (10) comps.
Season discounts of 10%-30% may apply.

8. MERCHANDISE:

80% Soft; 90% Hard; VENUE Sells

9. CONTACT DETAILS:

ARTIST: **OZOMATLI**
Seismonos, Inc. f/s/o Ozomatli
David Weiss & Associates
16000 Ventura Blvd., Suite 600
Encino, CA 91436
818-763-1397

PURCHASER: **CenterArts/Humboldt State University**
1 Harpst Street
Arcata, CA 95521
707-826-4411
Roy Furshpan
707-826-3928
roy.furshpan@humboldt.edu

PRODUCTION COMPANY OR PERSON: **CenterArts/Humboldt State University**
1 Harpst Street
Arcata, CA 95521
707-826-4411
Michael Moore
707-826-3928
mgm8@humboldt.edu

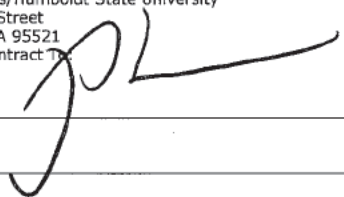
10. ATTACHMENTS:

PURCHASER shall fully comply with and abide by all of the terms and conditions set forth in ARTIST'S RIDER, attached hereto and incorporated herein by this reference, at PURCHASER's sole cost.
The ADDITIONAL TERMS attached hereto form a part of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PURCHASER

Roy Furshpan
CenterArts/Humboldt State University
1 Harpst Street
Arcata, CA 95521
E-Mail Contract To:

By  _____
Its _____

ARTIST

Seismonos, Inc. f/s/o Ozomatli
David Weiss & Associates
16000 Ventura Blvd., Suite 600
Encino, CA 91436
818-763-1397
[Redacted]

By  _____
Its _____

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ADDITIONAL 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 Artist relating to and permitting such recording, reproduction or transmission.
2. It is expressly understood by the Purchaser and the Artist who are parties to this contract that neither the Federation nor the Local Union nor Paradigm are parties to this contract in any capacity and, therefore, that neither the Federation nor the Union Local nor Paradigm 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 Artist performing the engagement and the Purchaser.
4. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond Artist's control.
5. Provided Artist is ready, willing, and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof, in full, regardless of acts of God, fire, accident, riot, strike, or any event(s) of any kind of character whatsoever.
6. Purchaser's violation or failure to perform or fulfill any of the terms, covenants or conditions set forth in this agreement shall constitute a material breach, which shall entitle Artist not to appear or perform for any performance(s) of this engagement without any liability to Purchaser; and in such event, Purchaser shall be obligated to Artist for the full amount of compensation guaranteed to Artist, in addition to any and all other remedies for such breach which remedies shall be cumulative. In addition, if, on or before the date of any scheduled performance, Purchaser has failed, neglected or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is in Artist's opinion unsatisfactory, Artist shall have the right to demand the payment of all compensation forthwith. If Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel Artist's engagement by notice to Purchaser to that effect, and in which event Artist shall retain any amounts theretofore paid by Purchaser. Each term covenant and condition hereof is an essential condition precedent to Artist's obligation to perform and any breach by Purchaser shall entitle Artist to recover, without limitation, damages for any loss of good will and injury to Artist's reputation, all costs and disbursements of Artist in reliance upon this engagement and Artist's actual attorney's fees and costs in connection with any suit, arbitration or other proceeding whether or not reduced to final judgment or award, arising out of this contract or engagement or to enforce the terms hereof.
7. Purchaser shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deduction whatsoever.
8. In the event the payment to Artist shall be based in whole or in part on receipts of the performance(s) hereunder, Purchaser agrees to deliver to Artist a certified statement of the gross receipts of each performance within two (2) hours following such performance. Artist shall the right to have a representative present in the box office at all times and such representative shall have access to box office records of Purchaser relating to gross receipts of this engagement only.
9. Purchaser agrees to furnish at its own expense on the date and at the time of the performance(s) above-mentioned, all that is necessary for the proper presentation of the entertainment presentation, including a suitable theater, hall or auditorium, well heated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and public address system in perfect, working condition including microphones in number and quality required by Artist, dressing rooms, all necessary electricians and stage hands, all lights, tickets, house programs, all licenses including musical performing rights licenses, special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distribution of circulars, display newspaper advertising in the principal newspapers and Purchaser shall pay all other necessary expenses in connection therewith. Purchaser will pay all music royalties in connection with Artist's use of music, and in addition, the costs of any musicians (including Contractor) other than those furnished by Artist as part of Artist's regular company. Purchaser agrees to pay all amusement taxes. Purchaser shall comply with all regulations and requirements of any union or unions that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by Purchaser and Artist. Purchaser agrees to comply promptly with Artist's directions as to stage settings for the performance hereunder. If Artist so requires, Purchaser will furnish at its own expense all necessary facilities, electricians, stagehands and other personnel for lighting and dress rehearsals. Purchaser shall furnish at its own expense all other items and personnel (including but not limited to any and all personnel, including musicians, as may be required by any national required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefore, except for those items and personnel which ARTIST herein specifically agrees to furnish.
10. Artist shall have the sole exclusive control over the production, presentation and performance of the engagement hereunder, including but not limited to the details, means and methods of the performances of the performing Artists hereunder, and Artist shall have the sole right as Artist may see fit to designate and change at any time the performance personnel other than the Artist hereinafter specifically named.
11. Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by Artist to Purchaser hereunder and wherever there is any conflict between any provision of this Agreement and any 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.
12. This constitutes the sole, complete and binding agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York. Purchaser shall not have the right to assign this Agreement, or any provision thereof, but Artist shall have the right from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in part to any person, firm or Corporation.
13. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make Artist liable in whole or in part for any obligation that may be incurred by Purchaser in Purchaser's carrying out any of the provisions hereof, or otherwise. The person executing this Agreement on Purchaser's behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.
14. If Purchaser is providing air transportation, Artist management is to receive hard tickets (or the financial equivalence) NO E-TICKETS, no less than 1 (one) month prior to engagement, or date may be cancelled and deposit (whether received or due) will be forfeited.
15. PARADIGM ACTS ONLY AS AGENT FOR ARTIST AND ASSUMES NO LIABILITY.

Damon Vonn • Touring and Production Management
310.405.5557 • eFax 805.830.1117 • damonvonn@mac.com

General Rider

ACCOMMODATIONS:

In the instances where the Purchaser agrees to book and pay for hotel rooms, they must be thirteen non-smoking king single rooms of four-star quality or higher. Purchaser must obtain approval from Management on hotel bookings before confirmation and supply hotel name and address, contact names, phone and fax numbers after confirmation. Purchaser must also ensure that the hotel's front desk can access the group reservation under either the name "Ozomatli" or under the tour manager's name. The hotel must be instructed to complete and distribute copies of a rooming list upon arrival.

GROUND TRANSPORTATION:

In the event the Artist flies in for the performance, the Purchaser must provide ground transportation to and from the airport, hotel and venue.

- Acceptable Vehicles: Late model passenger vans, mini vans, Lincoln Town Cars or equivalent (sedans)
- Unacceptable Vehicles: Small personal cars, and taxi's.
- Vehicles must be clean and in safe working condition with ample room for luggage and instruments. Management will advance size and type prior to engagement.
- Ozomatli requires a minimum of 2 15-passenger vans with the last seat removed from each. For drives lasting one hour or longer, a third such van is required.

WORK PERMITS AND VISAS:

Purchaser must provide all necessary work permits, visas, immigration clearances, licenses and authorizations from any and all government agencies, bureaus, departments, federal and state and / or local governments for all musicians and working personnel when traveling outside North America.

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BACKSTAGE:

Dinner: a hot, well-balanced meal for 9 people consisting of a chicken, fish, pasta or veggie entree (no red meat or pizza please). A \$15 dinner buyout per person will be acceptable.

Beverages

- 36 bottles of water (3 cases, 1 cold 2 room temp)
- 8 Kombuchas
- 4 large bottles of Pellegrino mineral sparkling water
- 6 -12oz Club Sodas
- 8 Natural non sweetened ice teas
- 8 16 oz cold Vitamin Waters (assorted flavors)
- 8 8-12 oz. bottles of Odwalla or Samanthas juices: super c, wellness, super green, Mo' Beta
- 1 half gallon of organic orange & cranberry juice
- An assortment of herbal teas (mint, chamomile, peppermint, please include hot water, lemon wedges, honey & sugar)
- 1 lb bag of freshly **ground** organic French roast Peruvian coffee
- 1 half gallon of 2% milk
- 2 quarts of organic vanilla almond milk
- 2 quarts of Coconut Water (or 4 12oz bottles)

Food

- 1 Loaf of Sour Dough Bread
- 1 Loaf of Udi's Gluten Free Bread
- 1 Loaf of Whole Wheat Bread
- 1 small turkey and chicken tray
- 1 mediterranean tray (salami, olives, artichokes, etc)
- Please provide organic sliced tomatoes, greens, pickles, mayo & mustard (NO onions please)
- Please provide assortment of cheeses (swiss, american, rochfort, parmesan, romano and goat)
- An assortment of fresh seasonal fruits (bananas, oranges, apples, carrots & celery)
- 2 boxes organic, natural granola
- 1 container of chipotle salsa or fresh salsa fresca
- 1 small jar of organic Almond Butter
- 2 jars of St Dalfour or similar ALL NATURAL brand jam/jelly: blueberry/strawberry
- 2 bags of all natural salted organic corn chips / 1 regular corn / 1 blue corn
- 4 assorted Clif Bars
- 4 assorted Larabars
- 1 3-pack of microwavable popcorn
- 1 pack of chewing gum (sugarfree, any flavor)
- 2-3 bars dark chocolate
- 1 pack of throat lozenges (ricola or celestial seasonings, any flavor)
- 1 package of all-natural gluten free chocolate chip cookies
- 1 container of all-natural humus

Misc

- Paper or Plastic bowls & plates & 1 box of plastic silverware (extra spoons)
- 1 ream of 12 plastic solo cups & 1 ream of 12 disposable coffee cups
- 1 roll paper towels & Zip-lock bags (medium)
- * Please provide a coffee maker & Coffee Strainers for maker

After Show

- Mix of salads/sandwiches from approved vendor or \$120.00 buyout (\$15.00 Each)
- 10 Bath-sized Towels (if onsite showers)*
- 10 Hand Towels for stage*

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FOH Requirements

Front of House Mains must consist of professional concert touring 3-way stereo line array speakers with 18" Subwoofers powered by Crown amplifiers. Speakers must be time aligned/in-phase with a linear "flat" response from 40 Hz to 18 kHz. There must be enough amplifier power and speakers to maintain a clean, undistorted 110db SPL (A weight) at venue's rear seats. Each Speaker Array must be unobstructed by audience, architecture, etc.

[NO PROPRIETARY SPEAKERS/CABINETS! NO CARVIN/CARVER AMPS]

FOH Speakers must NOT be placed on stage, especially subs!

*← Please advance
Firemarshall may not allow
DTJ*

Speakers must be flown out of prosceniums with subwoofers on the floor. If fly-points do not exist in venue then speakers should be elevated by towers or platforms off stage left/right. Supplemental speakers with stereo sends must be provided to cover any balcony or near fill zones with time-alignment and equalization.

V-Dosc, Adamson, Clair Brothers are our preferred line array systems.

IMPORTANT: please provide mono front fills with dedicated EQ tha can be controlled from FOH thru an Auxiliar send.

All Crossovers, House EQs and System Limiters must be located at FOH Mix Position!

Front of House Mix Position must be Stage centered and placed approximately 1/3 the length of room or site, but not further than 70 ft, from the stage. Mix Position must be on the floor (no risers or platforms!) free from all obstructions; under balconies, behind walls, etc. Theaters must remove any seats to facilitate the positioning

FOH Console:

48 Channels Console; Choices in order of preference are:

← House system only DTJ

- Soundcraft VI6 - **only acceptable IF** input / output patch (hard or soft) is according to this rider specs.
- Midas Heritage 3000/2000
- Yamaha PM5D RH - **only acceptable IF** input / output patch (hard or soft) is according to this rider specs.

FOH Outboard (NO outboard required if console is Digital) :

- (4) Yamaha SPX 2000 or Lexicon PCM 80/90 or TC 2000
- (1) TC Electronics 2290 or TC D-2
- (1) I-pod cable (XLR!!)
- (12) channels of DBX 160XT Compressors or Drawmer DL241 (no BSS DPR 402 please. Other BSS ok)
- (4) channels of Drawmer DS201 Noise Gate or Aphex 622
- (1) EQ Klark Teknik DN360 or XTA – STEREO
- (1) EQ Klark Teknik DN360 or XTA –(to be used on Front fills)
- (1) 4-way Digital Stereo Crossover: XTA DP226 or BSS Ominidrive FDS388 (on FOH rack!)

----NO Prosonus or Bheringer outboard please!!!!-----

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Monitors System requirements:

- ~~(6) In-ear monitor units with antenna distribution system, external paddles and Beltpacks. choices are: Sennheizer G-3 Series, or Shure PSM 1000~~ *-msm*
- Monitor Board must be located STAGE LEFT
- (8) Mixes that includes 1 hardwired mix, 1 SUB and 6 in-ear mixes.
- (1) single 18" SUB (on drum riser)
- 48 channel transformed balanced or active splitter.

Monitors Console:

48 Channels Console; Choices are

- Soundcraft VI6 - **only acceptable IF** input / output patch (hard or soft) is according to this rider specs.
- Yamaha PM5D RH - **only acceptable IF** input / output patch (hard or soft) is according to this rider specs.
- Midas Heritage 2000/3000
- Yamaha M7-CL - **only acceptable IF** input / output patch (hard or soft) is according to this rider specs.

← House System only DTS

Monitors Outboard (NO outboard required if console is Digital) :

- (1) Drawmer DS201 noise gate (to be inserted on CH#1- Kick))
- (1) EQ Klark Teknik DN360 (to be inserted on SUB Aux send)

Microphones, DI, Stands, etc:

- (8) Radial JDI passive or Countryman active Direct Box
 - **MICS:** (1) Beta 52; (7) SM-57; (2) Beta 57; (2) KSM 32; (3) KSM 137; (2) senheiser 604; (2) Beta-58;
- (13) Short Boom, (10) Tall Boom, (3) Straight Stands

A/C Power:

A minimum of three (3) independent noise-free 10 amp A/C power circuits with strips (american connectors), **rated at 110 Volts A/C**, must be available on stage for Backline. This must be provided by transformer isolated power distribution. Sound System and Lighting must have their own independent A/C power circuits.

If show is out of USA Please supply 3> 220-110 (10amp minimum) transformers for traveling equipment.

STAGE, RISERS & LABOR

- 36' wide x 24' deep stage . The stage should be no less than 3' high and no more than 5' high
- 24' wide x 8' deep x 2' high Drum & Percussion riser
- 4 Sober loaders for load in & out
- 3 Sound Engineers, 1 to assist at FOH, 1 to run monitors & 1 to patch input list
- All appropriate loading ramps to wheel cases on & off trucks & stage

LIGHTING

A professional lighting system with a minimum of 24 channels fully programmable lights and scenes. All trusses, with par-cans and lekos, dimmer packs, and one lighting designer must be included. NO FOLLOW SPOTS NEEDED

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REASONABLE SUBSTITUTIONS MAY BE PROVIDED PER ADVANCE

OZOMATLI BACKLINE REQUIREMENTS

The PURCHASER agrees to fulfill the backline rider to the exact specifications listed. No substitutions, additions or subtractions should be made without prior approval from Artist's management. All changes must be approved 7 (seven) days prior to Artist's performance.

RF

- 4 > Wireless Beta-58a UHF-R System
- 1 > Extra Wireless Clip for boom stand at keyboards (Trumpet & Sax player take wireless mic's back and forth)
- 2 > WB98H/C (wireless clip-on Beta 98) (UHF-R system is preferred)

BASS

- 1 > Aguilar amp and 4x10 Aguilar Cabinet. Substitutions: Eden world tour amp and 4x10 Eden cabinet or Ampeg SVT Classic with 8x10 Cabinet or GK800 Head with Hartke 4 x10 cabinet (No SVT 2 or 3!)
- 1 > Fender Precision/Jazz Bass guitar (to be used as spare)

GUITAR

- 2 > Fender deluxe reverbs. Substitutions: Vibrolux or Devilles. (No twins or JC120's)
- 2 > Fender Tele guitar (one of these guitars will be used and the other one will be spare. Spare guitar can be of any pro brand/model)
- 7 > **Hercules** Guitar Stands (or hanging stands) * **NO FLOOR STANDS or LEANING STANDS**
- 8 > 15ft instrument cables

DRUMS

Yamaha Recording Custom or Maple Custom

Sizes (depth x diameter):

- 22 x 16 Bass Drum
- 12 x 8 Rack Tom
- 16 x 16 Floor Tom with legs
- 6 1/2 x 14 Copper Snare or 5 1/2 Copper or Maple.

Heads - All Aquarian (NEW HEADS PLEASE!)

- Kick drum - Super Kick Clear Series
- Toms - Super 2 Clear Series
- Snare - Coated with Reverse Power Dot

Hardware - All Tama preferred (2nd choice DW)

- 3) Boom stands
- 1) Snare stand
- 1) Single Bass Drum Pedal (Chain Drive Preferred)
- 1) Round Drum Throne
- 1) Double or Single braced Hi-Hat Stand
- 1) 4' x 6' drum rug approx.

PERCUSSION

1st Choice Meinl, 2nd Choice LP

- 2) Pro Model **Fiberglass** Meinl Congas (conga and tumbadora) (IF no meinl, LP Classics) WITH STAND/S please!
- 2) Meinl Luis Conte Model Timbales 14 & 15 inch Steel or Brass, (LP Tito Puente Model Timbales if no Meinl)
- 1) 10" Splash cymbal 1 > One cymbal stand and crash cymbal for timbales
- 2) 18" and 20" Surdo Drums with shoulder straps and no legs (or 18" inch floor toms if surdo's are not available)
- 1) 14" Piccolo snare drum 1 > Tall snare stand
- 2) Drum thrones

All cymbals Istanbul if available; if not then anything is good as long as they are not heavy rock cymbals.

KEYBOARDS

- 1) Nord Stage Keyboard with sustain pedal, * **Both on Double X-type Stand.**
- 1) Roland A90 or RD-600 or RD-700

OZOMATLI RIDER - JANUARY 2014 (6 of 7)

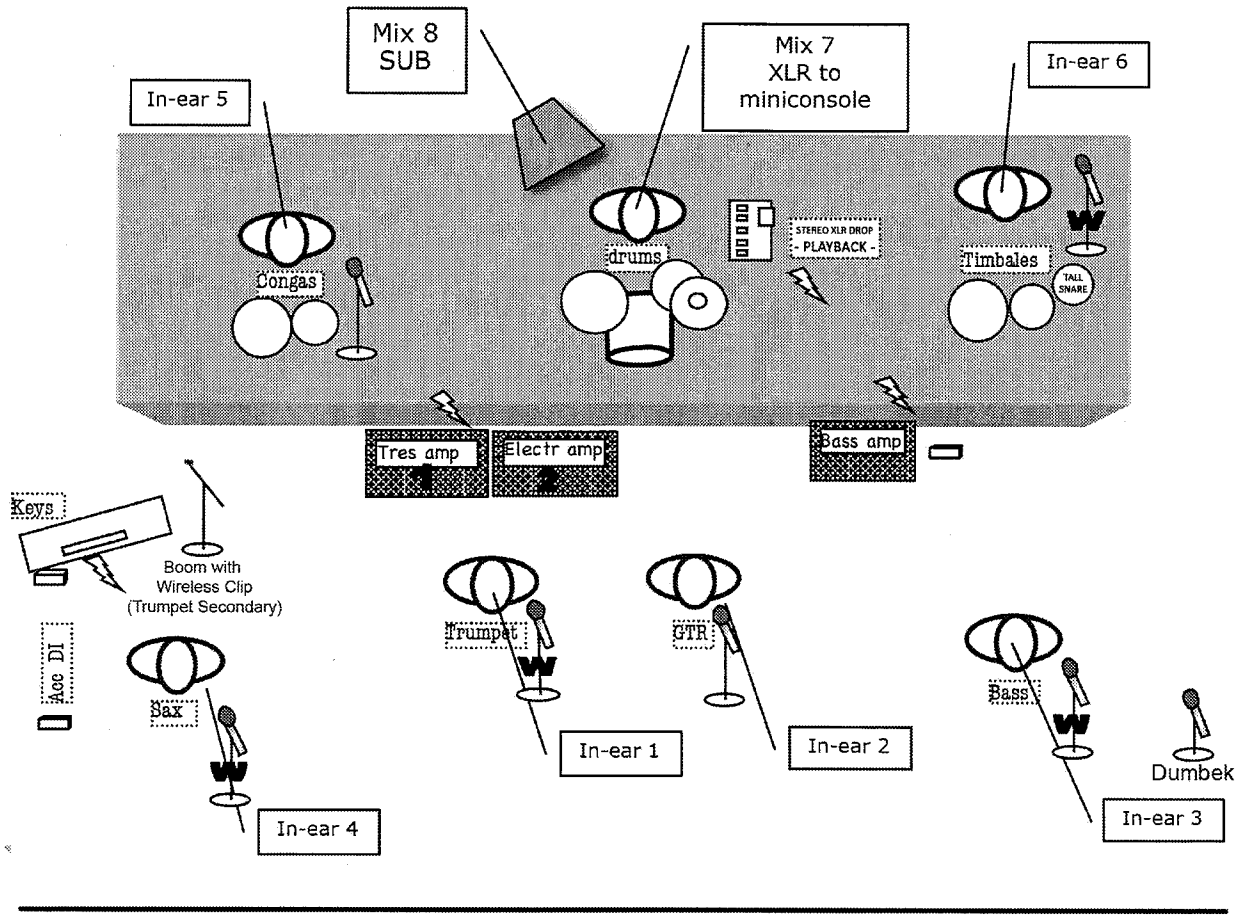
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CH	Instrument	Mic/DI	Insert	comment
1	Kick Drum	Beta 52/D-6	Gate 1	Short Boom
2	Snare top	SM 57	Comp #1	Short Boom
3	Snare bottom	SM 57	Gate 2	Short Boom
4	Hi Hat	KSM 137		Short Boom
5	Tom 1 (rack)	Sennh 604	Gate 3	clip
6	Tom 2 (floor)	Sennh 604	Gate 4	clip
7	OH.L (ride side)←	KSM 32		Tall Boom
8	OH.R (hi hat side)→	KSM 32		Tall Boom
9	Loops.L	XLR Drop		
10	Loops.R	XLR Drop		
11	Conga Lo (Lo pitch) L ←	SM 57		Short Boom
12	Conga Hi (hi pitch) R →	SM 57		Short Boom
13	Timbale L ←	SM 57	Gate 5	Short Boom (Under Mount)
14	Timbale R →	SM 57	Gate 6	Short Boom (Under Mount)
15	Tall Snare R →	SM 57	Gate 7	clip
16	Timbale OH (Toys)	KSM 137		Tall Boom
17	Dumbek (D.S.L)	Beta 57	Gate 8	Short Boom / long cable!
18	Keyboard 1 (mono)	Radial JDI	Comp #12	
19	Keyboard 2 (mono)	Radial JDI	Comp #13	
20	Bass DI	Radial JDI	Comp #2	
21	Acoustic Gtr (requinto)	Radial JDI	Comp #3	
22	Guitar Amp #1 (Tres)	SM 57		Short Boom
23	Guitar Amp #2 (Electr)	SM 57	Comp #4	Short Boom
24	Sax	WB98H/C wireless	Comp #5	clip
25	Trumpet	WB98H/C wireless	Comp #6	clip
26	Vocal sax - Uli	Wireless Mic #1	Comp #7	Tall Boom
27	Vocal trumpet - Asdru	Wireless Mic #2	Comp #8	Straight stand
28	Vocal guitar - Raul	Beta 58	Comp #9	Straight stand
29	Vocal bass - Willdog	Wireless Mic #3	Comp #10	Tall Boom
30	Vocal congas - Jiro	Beta 58	Comp #14	Tall Boom
31	Vocal timbale - Justin	Wireless Mic #4	Comp #11	Tall Boom
32	Talk back to Monitors	mic with on/off switch		

CA mic subs only DTW

MISC: If show is out of USA Please supply 3> 220-110 (10 amp minimum) transformers for traveling equipment.

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Wireless Vocal mic

110v Quad Box

Hardwire Vocal mic

DI Box

**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.

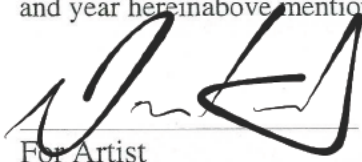
10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider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

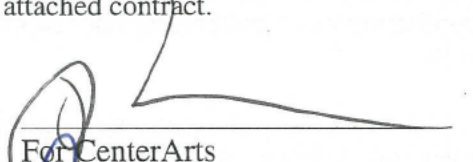
14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contract.



For Artist

[Redacted]

Tax ID/Social Security #



For CenterArts



For University Center

Updated: April, 2009