

751 Bridgeway, 3rd Floor
Sausalito, CA 94965

high road touring

Contract 131113

Phone: (415) 332-9292
Fax: (415) 332-4692

Agreement made this date, **June 26, 2014** by and between **Little BIRD, Inc. f/s/o Patty Griffin** (hereinafter referred to as Artist) and **Humboldt State University** (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: **Patty Griffin** 100% Headline

VENUE: **Humboldt State University: Van Duzer Theatre College theatre** CenterArts, 1 Harpst Street, Arcata, CA 95521, USA

PRODUCTION: **Michael Moore, JR 707.826.3928 mgm8@humboldt.edu**

SHOWDATES:
Mon, Oct 27, 2014

TICKETS:

Description	Quantity	Comps	Kills	Price	Deductions	GP	Adjusted GP
RES-Public	812	0	0	35.00	0	28,420.00	28,420.00
Students	0	0	0	10.00	0	0.00	0.00
	812	0	0			28,420.00	28,420.00
Total Shows: 1	812	0	0			Gross Potential:	28,420.00
Facilities Ticket Surcharge: 0						Adjusted Gross Potential:	28,420.00
Season discounts of 10-30% may apply						Tax (%): Tax Total:	0.00
Artist comps ON TOP: TBA						Net Potential:	28,420.00

TERMS: **12,000.00 US Dollar (US\$) guarantee paid to Artist.**

Flat guarantee paid to Artist.

Plus hotel accommodations - ~~2000~~ Budget of \$1,000-AAA

ADDITIONAL PROVISIONS:

Purchaser agrees to provide and pay for sound and lights to meet Artist's rider specifications and approval as part of show costs.

Purchaser shall provide any and all rider requirements as per Artist's specifications and approval, at no extra cost to Artist, beyond those detailed in the attached Contract Expense Sheet.

In house grand piano

IN-HOUSE SOUND, LIGHTS & PRODUCTION

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

Contract Due to High Road Touring by 10/13/2014

EVENT SPECIFICS:

MONDAY, OCTOBER 27, 2014 8:00PM

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

Doors Open: 7:30PM

Show Time: 8:00PM

Onstage Time: TBA

Curfew: 12:00AM

Age Limit: All Ages

Notes:

MERCHANDISING RATES:

Building Sell Merchandise %: 80

Artist Sell Merchandise %:

Building Sell Recorded Product %: 80

Artist Sell Recorded Product %:

Notes:

OTHER ARTIST(S) PAID BY PROMOTER:

1 John Fullbright 75% Special Guest 500 US Dollar (US\$)

ALL PAYMENTS BY UNIVERSITY CHECK

PAYMENTS:

0 US Dollar (US\$) deposit IS DUE to this Agency by in the form of a certified check or bank wire only

Payment with any applicable overages in cash, or by bank check, university check, government check or company check is due on night of show made payable to Artist's touring entity.

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 Artist.

It is understood by the Purchaser and the Artist who are parties to this contract that neither High Road Touring nor its employees nor directors are parties to this contract in any capacity other than as Agent and, therefore, that neither High Road Touring nor its employees nor directors shall be liable for the performance of breach of any provision hereof.

This contract shall not be binding unless signed by all parties hereto. Should any Additional Provision(s), Rider, Addendum, and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract.


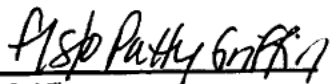
This agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Little Bird, Inc. f/s/o Patty Griffin

Humboldt State University

Signatory: Roy Furshpan

Fed ID#:

X  

X 

C/O High Road Touring; 751 Bridgeway, 3rd Floor
Sausalito, CA 94965

1 Harpst Street, Arcata, CA 95521, USA
707/826-4411 Fax: 707/826-5980

Booking Agent: Frank Riley

(415) 332-9292

Fax: (415) 332-4692

Contact: Roy Furshpan

The following document is our most up to date list. If anything can be taken off as we "roll down the road" the Tour Manager will indicate as much in advance as possible to make sure there is the least amount duplicated as possible and to avoid unnecessary waste and expense.

DRESSING ROOM & CATERING REQUIREMENTS

Rooms must be ready prior to Artist & band arrival

1 for Patty Griffin, 1 for The Band and 1 for the Crew if space allows

Three (3) secure, **CLEAN**, well lit dressing rooms with comfortable clean furniture, a full-length mirror, trashcan, table/desk, ~~makeup mirror~~, chair, sofa (if possible), reading lamp. Attached or connected to each dressing room should be a private bathroom with hand soap (in a bottle), new clean bath mat, 10 bath towels and 6 hand towels. Please make sure the shower is scrubbed before use.

3 rooms total backstage-MJM

PATTY GRIFFIN DRESSING ROOM

6 bottles of Evian Water

Fresh Ice

Small Fruit Platter

Tea Set Up to include: Electric, Automatic shut off Teakettle, 2 Fresh Lemons,

1 Squeeze Bottle of Honey, Assortment of Herbal Teas, 1 Box of PG Tips

Veggie tray w/Hummus dip

2 small bottles of coconut water (Harmless Harvest preferred)

4 to 6 KIND Bars

2 Bottles of Red Wine - Suggestions:

Shea - Pinot Noir Willamette (OR), Beringer - Cabernet Sauvignon (CA)

Timberline - Cabernet Sauvignon (Napa)

Note: The above wines are suggestions and in the price range of \$30-\$40 ea.

6 Wine Glasses and a cork screw

BAND DRESSING ROOM

12 bottles spring water, FIJI Preferred

4 small bottles of coconut water (Harmless Harvest preferred)

Small Fruit Platter

Small bag of salted almonds

Salted Pistachio nuts (in shells)

Veggie tray w/ hummus dip

1 Bag of Salted Potato Chips

2 good quality Chocolate Bars

1 Quart of Orange Juice (Fresh Squeezed if possible)

ALCOHOL BY DAY OF THE WEEK:

Monday - 1 Bottle of Ruby Red Absolut Vodka with POM pomegranate juice

Tuesday - 1 Bottle of Cointreau or Grand Marnier with small bottle Agave Nectar

Wednesday - 1 six pack of local microbrewery beer

Thursday - 1 bottle of Flor de Cana White rum w/soda water & fresh mint

Friday - 1 Bottle of Makers Mark

Saturday - 1 Bottle of Grey Goose Vodka with Tonic Water, Cranberry juice & limes

Sunday - 1 Bottle of Patron Silver Tequila w/bag of fresh limes & Orange juice

12 Bottles of Stella Artois Beer daily please

CREW ROOM

One (1) case of water - Poland Springs or Arrowhead if possible

2 cans of Red Bull

10 clean bath towels

5 clean dark stage towels

6 bars of soap

1 Bag of Salted Potato Chips

Lunch: Time to be advanced by Tour Manager/for arrival (7 to 9 People)

Hot, homemade soup (vegetarian, please keep warm for sound check/dinner)
Fresh green salad (no iceberg) w/assorted toppings & dressing
Potato salad or pasta salad
High-quality, (Boars Head Preferred) catered deli tray (all meats and cheese should be fresh and should include appropriate condiments) Sliced Turkey, Chicken Breast, Roast Beef, Ham, Lettuce, Sliced Tomato, Mustard, Mayo, Various Bread & tortilla Choices (wheat, sourdough, Kaiser Rolls & small flour tortillas)
Individual packs of potato/corn chips (variety)
Fresh fruit tray + one bunch of bananas
Fresh iced tea, sugar and lemon on the side
Coffee Station, milk and Coffee mate Hazelnut flavored creamer on the side

Dinner: Time to be advanced by Tour Manager/after sound check (9 to 10 People)

Healthy and Low Fat are our goals. Gluten Free as much as possible. Suggestions below, to be finalized with Tour Manager at advance. The specific menu shall be discussed with Artist's representative prior to date. Meal shall be prepared on premises or employer must have facilities to keep food hot. Please prepare low-fat, healthiest entrees possible. Local specialties encouraged, within guidelines.

Vegetarian Entrée (Tofu Stir fry, Quinoa cakes, Portobello Mushroom Caps etc)
Grilled Salmon or Grilled Tuna or a local fresh fish
Red Meat (Roast Beef or Small Steaks)
A Starch (Brown Rice, Mashed, baked or roasted rosemary potato dish for example)
Platter of Fresh Grilled Vegetables
Mixed Green Salad (Arugula preferred/no iceberg or spinach) with toppings (i.e. toasted pine nuts, shaved parmesan, sliced veggies) & dressing choices on the side
Dessert
Coffee and Tea Set Up's (Cream, Sugar, Honey, Milk, Hazelnut creamer, etc)
Ample bottled spring water
Salt & Pepper Shakers, Soy Sauce, Balsamic Vinegar, Extra Virgin Olive Oil

This additional List to be provided to us, can be given to the TM upon arrival to dispense to proper dressing rooms. As we roll down the road, we will most likely trim this list

1 Jar of Crunchy Peanut Butter
1 Jar of Creamy Peanut Butter such as Earth Balance (no skippy)
1 Jar of Raspberry Jam
1 Loaf of Arnold or Pep Farm Wheat Bread or other nice Grain Bread
1 package of flour tortillas (small size)
4 Assorted Chobani Greek Yogurts
2 Green Valley lactose free blueberry or vanilla yogurts
1 Bag of Bare Naked Granola or one pound of Bulk
1 box of Erewhon crispy brown rice cereal or similar (gluten free)
1 Quart organic grapefruit juice
1 Quart of Whole Milk
1 Quart of nonfat milk
1 Pint of $\frac{1}{2}$ and $\frac{1}{4}$
1 lb of ground organic Fair Trade Coffee
1 bag Skinny Pop popcorn
1 lb of Boars Head Smoked Turkey Breast (Sliced Thin)
1 lb of Boars Head Lemon Pepper Chicken or similar (Sliced Thin/Shaved)
1 lb of Boars Head Rosemary Ham (Sliced Thin)
1 lb of Boars Head Provolone Cheese (Sliced Thin)
1 Small jar of Hellmann's Mayo
1 Small jar of Grey Poupon Mustard
1 Bunch of Bananas
1 Bunch of crisp red seedless grapes
Assortment of fruit in season: Crisp Apples, Ripe Nectarines & pears
1-2 Bars of Milk Chocolate

PAPER PRODUCTS: Hot Cups with Lids, Paper Plates, Cereal Bowls, Forks, Knives and Spoons and 2 Rolls of Paper Towels, 1 Box of Gallon Size Zip-Lock Bags

In addition 20 lbs of bagged ice for bus upon arrival and departure.

Patty Griffin

Technical Requirements

May / June 2014
updated 3/21/14

Venue has parking for Bus
ONLY if trailers removed
PTG

Backline:

We are traveling in a 45' bus with a 15' trailer with all backline except for the piano. Please provide a quality acoustic piano (Steinway, Yamaha, Baldwin 7' or 5'7 etc.), professionally tuned before band equipment load-in.

Monitor system:

We will provide the monitor system, all mics, DIs, cables, sub-snakes, stands, stage power etc. Our distro will require tie-in to three phase power drawing approx. 30 amps per leg. We will have 100' of feeder with cam locks.

Front of House:

House Sound: only PTG

The show will require a sound system capable of distributing a clear audio throughout the venue. Front fills and delay speakers are helpful. Subs on a separate send are preferred. Front of house console should be analog, if possible (Midas preferred) with a minimum of 32 channels. Outboard gear should include 31 band EQs for the mains and all zones, 4 patchable compressors, 2 multi-effect processors (SPX 990 or similar). We will bring a small FOH rack (4 space) with a Neve Master Buss Processor to be patched on the system's main output to the amps or processor and a UA 2-610 as mic preamp for Patty's two vocal channels.

Stage:

No risers or carpets, please. We will have a vinyl mesh backdrop (lightweight 8' wide x 10' high) attached to a pipe to be hung from an upstage center line set. We have aircraft cable, pipe clamps and trick line to adapt to most situations. Ideal performance area would be 24' wide and 16' deep with room on both wings for our monitor control and guitar technician work area.

Lighting:

Please provide an LD and a stage lighting system capable of smooth scene transitions. There should be no white light from the front and no spotlights, please. Deep colors and dark scenes are preferred. Patty will have two positions, downstage center and upstage, at the piano.

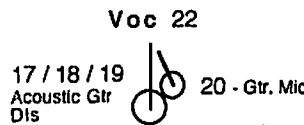
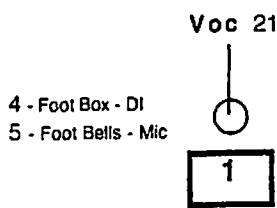
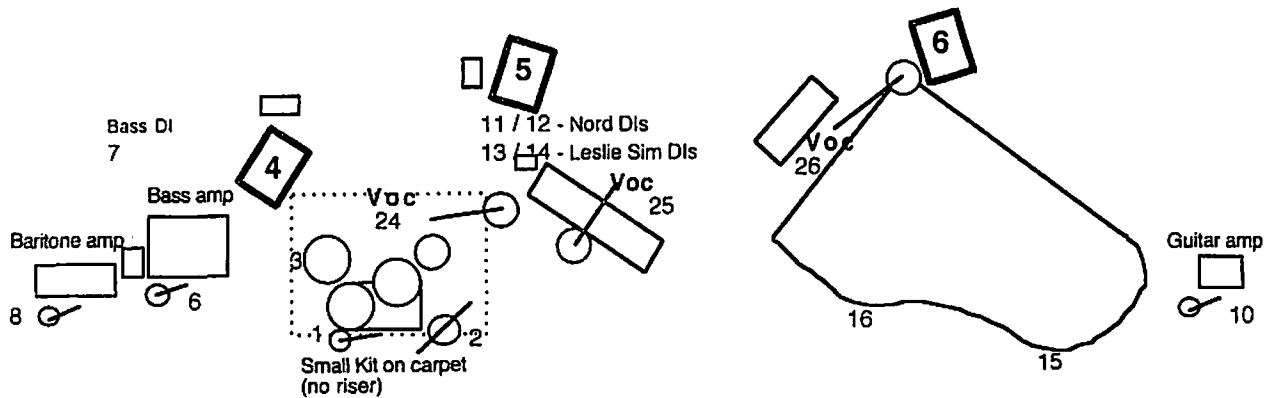
For technical advance / more information please contact:

Production Manager, Roy Taylor [REDACTED]

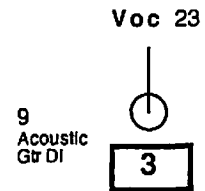
Patty Griffin

May / June 2014

revised 3/21/14



House Mic's only



<u>Chan.</u>	<u>Input</u>	<u>Stagebox</u>	<u>Mic/DI</u>	<u>Stand</u>	<u>Phan.</u>
1	Bass Drum		Beta 52	Short Boom	
2	Kit		PCC 160 Plate	Short Boom	48v
3	Floor Tom		Beta 98	Clamp	48v
4	Foot Box (DSR)		Active DI		48v
5	Foot Bells (DSR)		Crown 200	Desk Stand	48v
6	Bass Amp mic (USR)		RE 20	Short Boom	
7	Bass DI (USR)		UA 610 DI		
8	Baritone Amp(USR)		KSM 27	Short Boom	
9	David Acoustic (DSL)		XLR		
10	David Electric Gtr (USL)		Beta 57a	Short Boom	
11	Nord Keyboard L		Passive DI		
12	Nord Keyboard R		Passive DI		
13	Leslie Simulator L		Passive DI		
14	Leslie Simulator R		Passive DI		
15	Piano Low		PCC 160		48v
16	Piano High		PCC 160		48v
17	Patty Acoustic 1 (DSC)		Active DI		48v
18	Patty Acoustic 2 (DSC)		Active DI		48v
19	Patty Acoustic 3 (DSC)		Active DI		48v
20	Patty Acoustic Mic (DSC)		Bets 57a	Short Boom	
21	Craig Vocal (DSR)		Beta 87c	Tall Boom	48v
22	Patty Vocal (DSC)		Beta 87c	Tall Boom	48v
23	David Vocal (DSL)		Audix OM5	Tall Boom	
24	Drum Vocal		Audix OM5	Tall Boom	
25	Nord Vocal		Beta 87c	Tall Boom	48v
26	Piano Vocal		Beta 87c	Tall Boom	48v

**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

Tax ID/Social Security #



For CenterArts



For University Center

Updated: April, 2009