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# PERFORMANCE CONTRACT 134312-001

This AGREEMENT made 4/1/2015 is between SJKD Touring Inc. (hereinafter referred to as "COMPANY") and CenterArts Humboldt State University (hereinafter referred to as "PURCHASER"). The PURCHASER hereby engages COMPANY to provide the services of Sharon Jones and the Dap-Kings (hereinafter referred to as ARTIST) to provide the entertainment presentation hereinafter described on the terms herein set forth.

The PURCHASER agrees to provide the ARTIST with the following elements:

1. **Billing** **SHARON JONES AND THE DAP-KINGS**  
Billing: An Evening With
2. **Date** **MONDAY, NOVEMBER 2, 2015**
3. **Venue** **THE JOHN VAN DUZER THEATRE**  
Humboldt State University, 1 Harpst St  
Arcata CA 95521
4. **Full Price** **25,000.00 USD FLAT** **ALL PAYMENTS BY UNIVERSITY CHECK**
- Deposit** No Deposit Requested
5. **Other Talent Budget**
6. **Merchandise** Venue Sells  
Non-Recorded 80% Artist / 20% House  
Recorded Product 80% Artist / 20% House
7. **Ticketing** Prices in \$ USD ADV DOS  
HSU Student \$15.00 \$15.00  
Public \$56.00 \$56.00  
Capacity:  
Sellable:  
Aggregate Tax Rate:
8. **Performance Details** Set Length: 1 x 90 mins  
Age Restriction: All Ages
9. **Schedule** Doors Open: 7:30 PM  
8:00 PM Sharon Jones and the Dap-Kings (1 x 90 mins)
10. **Other Provisions** 25 Artist Comps

UNIVERSITY RIDER IS MADE AN INTEGRAL  
PART OF THIS AGREEMENT

812 CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

IN-HOUSE SOUND, LIGHTS & PRODUCTION

One copy of this agreement signed by the PURCHASER must be received by the ARTIST'S agent no later than 04/04/2015. If said document is not received by this date, said agent shall have the right to cancel this engagement by notices to the PURCHASER.

This agreement, including all terms and conditions expressed within the accompanying documents, constitutes the entire understanding between the parties to it. It cannot be changed orally and it shall be constructed, governed and interpreted pursuant to the laws of the State of Illinois. This agreement may not be assigned by the PURCHASER.

The following accompanying documents are hereby made an integral part of this agreement: SJKDs W-9.pdf, SJKD\_TECHNICAL\_RIDER\_v3 0.pdf

AGREED & ACCEPTED  
PURCHASER:

AGREED & ACCEPTED  
COMPANY:

Roy Furshpan  
CenterArts Humboldt State University

DocuSigned by:

Hampton Howerton

### Additional Terms & Conditions

Sharon Jones and the Dap-Kings at The John Van Duzer Theatre on 11/02/2015

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

#### IN-HOUSE SOUND, LIGHTS & PRODUCTION

1. PURCHASER agrees to provide at its sole cost and expense all that is necessary for the proper presentation and execution of the performance(s) set forth in this performance contract, including, but not limited to:
  - a. the agreed upon Venue in good order, clean and well lighted, with all necessary licenses, & permits as required by local, state and/or federal laws;
  - b. a public address system in perfect working order, with approved and agreed to necessary equipment and accessories as specified in the COMPANY's technical rider;
  - c. all personnel including loaders, stagehands, carpenters, electricians and electrical operators and any other labor necessary for proper production, in full compliance with any local or federal union rules; and
  - d. appropriate and sufficient publicity and advertising in accordance with the budget set forth in the accepted offer and advertising plan for said engagement(s), including but not limited to mailing, print advertising in major newspapers and other media, internet and radio advertising.
2. It is expressly understood by all parties that the PURCHASER has no right to supervise the performance(s) of the ARTIST and that the PURCHASER has no right to control the manner, means or details of the performance services of the ARTIST. The PURCHASER will comply promptly and professionally with COMPANY's directions regarding the arrangement of stage décor and settings for the Performance(s). The COMPANY shall have the sole right as COMPANY sees fit to designate and change, at any time, the performing personnel without financial penalty.
3. PURCHASER will not have the right to broadcast, webcast, televise, photograph, or otherwise record or reproduce the performance(s) and will prevent and prohibit these actions by any party unless a previous agreement has been made with the COMPANY in writing.
4. In the event that payment to COMPANY 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 COMPANY in writing before tickets are ordered or placed on sale;
  - b. PURCHASER will deliver to COMPANY a certified statement of the gross box office receipts of each such performance within two (2) hours following such performance; and
  - c. COMPANY will have the right to have its representative present in the box office at all times. Such representatives 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). COMPANY 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 three (3) 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.
5. COMPANY shall have the right to sell goods (including, but not limited to, compact discs, DVDs, novelty items and clothing) on the premises of the place of performance. The commission rate set forth on the face page of this agreement shall be the only such commission that applies and will be applied to the net, after the deduction of any local and state sales taxes from the gross. The PURCHASER agrees to provide a clean, well lit, and highly visible area suitable for merchandise sales. PURCHASER will not in any way hinder full audience access to this area until at least 30 minutes after the headlining artist's performance.

**Additional Terms & Conditions (continued)**

Sharon Jones and the Dap-Kings at The John Van Duzer Theatre on 11/02/2015

6. PURCHASER agrees the COMPANY may cancel the Performance(s) hereunder, in COMPANY's sole discretion, by providing at least thirty (30) days notice to PURCHASER prior to the Performance(s) date. In such event, COMPANY will return any amounts previously paid by PURCHASER pursuant to this Agreement, and shall have no further obligations.

7. 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, COMPANY may cancel the Agreement without payment or penalty of any sort. In the event that PURCHASER fails or refuses to fully perform any of its obligations hereunder, including but not limited to timely making any of the payment required by this Agreement:

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

8. In the event of an alleged breach of this Agreement by COMPANY, 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 less any amounts PURCHASER is able to recover. Under no circumstances will **COMPANY** or **ARTIST** or any of their representatives be liable to **PURCHASER** or any third party for any indirect, incidental, special, consequential, punitive, exemplary or hereunder, including but not limited to loss of revenue or lost profits, even if **COMPANY** and/or **ARTIST** or any of their representatives have been advised of the possibility of such damages.

9. **Payment** PURCHASER agrees to forward the requested Deposit upon receipt and execution of this contract. All deposits shall be paid with a certified check, cashier's check, money order or wire transfer made payable to THE BILLIONS CORPORATION (FEIN 36-3944122). The PURCHASER agrees to pay the **balance** to the COMPANY in cash, certified check, cashier's check, money order or other guaranteed funds within 30 minutes of the end of the ARTIST's performance. IMPORTANT NOTE: Other than the deposit, all monies should be made payable to SJDK Touring Inc. (FEIN 26-4476629).

**10. 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 ARTIST's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by 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 ARTIST's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond ARTIST'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, and each of the parties shall bear its own costs incurred in connection with the Agreement.
- c. Notwithstanding anything to the contrary stated herein, in the event a performance is scheduled at an

**Additional Terms & Conditions (continued)**

Sharon Jones and the Dap-Kings at The John Van Duzer Theatre on 11/02/2015

outdoor venue, Artist's performance shall proceed regardless of inclement weather conditions and Artist/Producer shall be paid the full guarantee should Purchaser elect to cancel the performance, provided Artist is ready, willing, and able to perform. In the event that weather conditions become severe enough to create any threat to public safety and/or individuals present at the performance, based on the determination of local public authorities, then such conditions shall be deemed a Force Majeure event.

**11. Insurance**

- a. PURCHASER agrees to provide public and general liability insurance coverage including, without limitation, liability, comprehensive coverage, and, in the case that automobiles are used for the business of the PURCHASER in any way, public and general liability automobile, 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 COMPANY and ARTIST, including each individual performer, respective agents, employees, directors, officers, principals, representatives, and shareholders as additional insureds with a waiver of subrogation listed in a favor of COMPANY and ARTIST.
- 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) in the case that automobiles are used for the business of the PURCHASER in any way, hired and nonowned automobile insurance. PURCHASER shall supply COMPANY with certificates of insurance showing coverage of the above at least (10) business days prior to the Performance date; provided however that if PURCHASER does not provide such certificate by the foregoing date, COMPANY may, in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of insurance as set forth herein, ARTIST may elect to perform the show; provided, however that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.
- c. The insurance policies describe herein will contain provisions requiring the insurance company to give COMPANY at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change of insurance will be submitted to COMPANY for written approval prior to any such change taking effect.

**12. Indemnification** PURCHASER shall indemnify, protect, and hold COMPANY, ARTIST, the individual performing members of ARTIST, ARTIST's managers, accountants, attorneys, agents and their respective contractors, employees, licensee, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expenses whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the Performance.

**13.** In case of any conflict of terms or inconsistency, the terms contained within this Performance Contract shall prevail over all others. The PURCHASER specifically accepts all terms of this Rider unless they are waived by COMPANY or their representative in writing. Such waiver shall be effective only if initialed by COMPANY. Please note that none of the requirements of this rider can be invalidated by the failure of COMPANY's personnel to advance the engagement with any member of the PURCHASER's production staff.

**14.** The Parties acknowledge that THE BILLIONS CORPORATION acts only as agent for COMPANY and ARTIST, and assumes no liability hereunder.

**Additional Terms & Conditions (continued)**

Sharon Jones and the Dap-Kings at The John Van Duzer Theatre on 11/02/2015

15. The Purchaser agrees that the name, likeness and/or logo of the Artist shall not be used by any sponsor or tied to any commercial product or company, nor shall there be any sign, banner or advertising on the stage throughout the entire engagement without the Artist's expressed consent. The Purchaser is specifically prohibited from associating the Artist's name with any product, sponsorship or promotion whatsoever without the Artist's prior approval and written consent.

16. A representative of the PURCHASER capable of making any decisions pertaining to this engagement must be present at the place of performance from the time of ARTIST's loadin through the time of their loadout. This representative must have copies of this entire agreement together with any and all information pertaining to this engagement in his/her possession. The PURCHASER hereby warrants that he/she is of sound mind and of legal age to enter into this binding contract.

17. In the case where the ARTIST's billing reads "100% Headline", the PURCHASER warrants that there shall be no other performances by any other artists, besides the acts listed on this contract, at the listed venue for the stated performance date. Any exceptions to this must be approved by the ARTIST and the PURCHASER prior to the stated performance date.

18. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement, nor shall it affect the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.



SHARON JONES & THE DAP-KINGS

TECHNICAL RIDER | 2014  
N. AMERICA  
Version 1.0

Greetings, thank you for taking the time to read this rider in advance of our performance. To save time and to be absolutely clear, please do not amend or change this rider. Please read each item carefully and note any questions, concerns or impossibilities as they relate to your situation separately. Each item will be addressed by advance with tour or production manager. Please note that this tour is an ongoing excursion, the logistics of this can be difficult at times. Therefore, please make every effort to resolve any issues before the day of show.

**Tour Contacts:**

Dave Liles- Production Manager  
Megan Frestedt- Prod. Coordinator

**Contents:**

- A. Parking Touring Vehicles
- B. Load In Crew Requirements
- C. Show Call Crew Requirements
- D. Load Out Crew Requirements
- E. Power Requirements
- F. Audio, Lighting, Video and Soft Goods
- G. Staging and Mix Position
- H. Barricade
- I. Production Office and Dressing Rooms
- J. Credentials
- K. Camera/Video and Audio Recording
- L. Security
- M. Incident Response and Stop Procedures
- N. SJDK Rooms & Hospitality Rider

***The promoter or a representative of the promoter that is authorized to make any decision regarding the performance of Sharon Jones & The Dap-Kings must be on site from the arrival of the first SJDK production staff to the departure of the last SJDK production staff.***



**THIS RIDER FORMS AN INTEGRAL PART OF THE CONTRACT TO WHICH IT IS ANNEXED AND  
SUPERSEDES ALL SJDK Tours RIDERS BEFORE 12 December 2013**



## SHARON JONES & THE DAP-KINGS

### **A. PARKING**

Sharon Jones & The Dap-Kings will be traveling 2x full passenger vans. ✓  
Additional vehicles will be advanced. Parking these vehicles as close as physically possible to venue is mandatory. Once our busses are cleared to park, they cannot be moved until departure time determined by tour manager or production manager. In most cases we will be arriving overnight or very early in the day. All permits need to be cleared, meter bags obtained by purchaser in advance and vehicles towed clear if necessary, at no direct cost to SJDK Tours. Land power to vehicles is always preferred and we request house electrician to be available to assist in tie in/out of power.

***Please do not underestimate how important parking these vehicles can be.***

### **B. LOAD IN**

**Call time will be agreed upon at time of advance.**

~~These numbers are for SJDK purposes only, not local production.~~

***Please adjust accordingly for any local or house production needs.***

- 1 -House Electrician
- 4 -Stage Hands (including 4 loaders)
- 1- Runner\*\* for SJDK Production - until end of load out or agreed time.

### **C. SHOW CALL**

- 1 -House Electrician
- 1- Follow Spot Op
- 2 -Stage Hands

### **D. LOAD OUT**

- 1 -House Electrician
- 4- Stage Hands (including 4 loaders)

**\*\* Please advise if runners are not allowed to carry talent.**

**If runners are not allowed to carry talent, a car service expense must be included as a show cost.**



**THIS RIDER FORMS AN INTEGRAL PART OF THE CONTRACT TO WHICH IT IS ANNEXED AND  
SUPERSEDES ALL SJDK TOURS RIDERS BEFORE 12 DECEMBER 2013**



SHARON JONES & THE DAP-KINGS

**E. POWER REQUIREMENTS**

**1. LIGHTS (SUPPLY 1)**

1 service of  $\geq 400$  Amps per phase. 3 $\phi$  with neutral and separate ground. *← Doubles w/house system DTS*

**2. SOUND (SUPPLY 2)**

1 service of  $\geq 200$  Amps per phase. 3 $\phi$  with neutral and separate ground.

**3. BUS (SUPPLY 3)**

Please arrange for land power at bus parking area. *← one 50A power only*

**4. GENERATORS**

Generator rentals must be advanced with SJDK Production if venue does not have on site power that can sustain our requirements. Movie Silent 220KW type generator will be required if generator placement is within 50ft/15m of stage. MUST ADVANCE BEFORE RENTING *not*

**F. LOCAL LIGHTING, VIDEO AND SOFT GOODS**

**1. AUDIO & LIGHTING TO BE ADVANCED w/TOURING PRODUCTION MANAGER**

If house PA is to be rented locally, it must be minimum 4-way active stereo system capable of producing and maintaining 118dB (C weighted) at the mix position. Acceptable components include: db audiotechnik J or V Series, l'Acoustics K1, V'DOSC, JBL Vertec, Meyer Milo, Nexo Geo.

*House PA only DTS*

**NO PROPRIETARY PA SPEAKERS SYSTEMS**

Please alert SJDK Production of any db or SPL limits at time of production advance.

**NO PURPLE GEL OR HAZE/SMOKE MACHINES !!!!**

2. Usage of house video screens/television monitors is at the sole discretion of ARTIST and will be only used if approved by SJDK Production. Hand held video cameras would be allowed on stage only with the approval of SJDK Production.
3. Touring Soft Goods are fire retardant / flameproof certified by the State of California and New York. SJDK Production will be traveling with certificate. If local authorities need samples for testing, notification to production manager must be in writing 6 weeks prior to date of performance.
4. SJDK Tours requires control of all house lights, excluding emergency lighting. This includes all lighting around stage, FOH and suites and/or luxury boxes.



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SHARON JONES & THE DAP-KINGS

**G. STAGING AND MIX POSITION**

1. The promoter shall provide a safe, solidly constructed and rigid stage to bear heavy loads with no obstructions or weak areas. This should be a sturdy construction with a flat and even surface. Stage should be securely locked and evened out prior to load in. 40'W x ~~40'D~~ x ~~4'H~~ w/Secure steps on both sides. *36' Deep x 3' high DTS*
2. Monitor Mix Positions: If SJDK are carrying a monitor audio console for this show, please have house monitor consoles put away in such they will not reduce or restrict our stage/workspace. This will be advanced.

**H. BARRICADE**

Only when required by ordinance. If so SJDK requests that a solid blow through/mesh barricade made of steel or aluminum construction. The barricade must not be higher then the stage and cover the width of the downstage edge. .

**I. OFFICES AND DRESSING ROOMS**

1. SJDK needs 2 large dressing rooms and 1 production office. Tour Manager or Production Manager will select rooms. Please have all rooms and bathrooms cleaned prior to load in. Please have both trash and recycling bins in all rooms. Recycling and trash bins should be clearly marked as such. Do not rent furniture without advancing with SJDK first.
2. Production Office should have 2 large workspaces or desks, 4 comfortable office chairs and adequate power outlets for a typical office.
3. Internet Connection- Please provide a hardwire or wireless high speed internet connection. If wireless, a strong signal must reach all dressing rooms and production office. VERY IMPORTANT

**J. CREDENTIALS.**

1. SJDK will be caring our own credentials. We understand festivals will have their own. Please coordinate with Megan Frestedt on festival credentials needed.



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## SHARON JONES & THE DAP-KINGS

### **K. CAMERA/VIDEO and SOUND RECORDING POLICY**

1. SJDK is happy to allow their fans to take pictures with their digital phones and point and shoot cameras. However, professional SLR type cameras with large frame zoom lenses are not allowed. All professional photographers must have proper displayed credentials issued by the tour. Good judgment and common sense need to be used in differentiating. If there is a camera in question, please bring to attention of Production or Tour Manager first.

**Remember, these are kids having a good time, taking home a personal souvenir. We need vigilance and alertness, but we do not need fans to be harassed verbally or physically for taking a picture.**

2. Professional Photographers with properly displayed credentials are allowed to take photos in front of barricade for the first 3 songs of the set at the discretion of the SJDK Production. Any photographer that takes advantage of this courtesy and stays longer then 3 songs will be asked to leave the building. At no time will PHOTO credentials allow persons to shoot on stage. **FESTIVAL photographer's are under the same restrictions as all others, no exceptions.** All photographers will have to sign a release form before they are allowed to shoot.
3. At no time is Video Recording with camcorders allowed. Persons with properly displayed credentials will only be allowed to film under the discretion of the Production or Tour Manager. House cameras, if allowed by SJDK production, may not record performance or sound checks at any time.
4. No Professional Audio Recording or Tapping is allowed. Tripods or Monopods of any kind are not allowed.

### **L. SECURITY**

1. A security meeting, convened to discuss and confirm all aspects of security relating to the Artists' performance, will normally be held around 1hr to 1/2hr before doors on the day of performance. The meeting will **only** be attended by Artists Tour managers, the Purchaser's Representative, the Chief of Security and a representative from the building management staff. At this meeting a security one-sheet and credential sheets will be distributed.



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SHARON JONES & THE DAP-KINGS

*SECURITY CONTINUED FROM PAGE 6*

2. At the time of the Production Advance, the Artist's Production Manager will discuss adequate security arrangements with the Purchaser's Production Manager, relative to the stage, house and dressing room layout of the place of performance. However, certain security points that can be expected are as follows:

- A. Stage, Offstage and Equipment Areas
- B. FOH Mix Position
- C. Dressing Rooms and Production Office
- D. Parking Lot, Bus and Truck Locations

**M. INCIDENT RESPONSE and STOP PROCEDURES**

If at anytime during the show there occurs an incident that is considered to be a danger to the audience and/or band/crew, SJDK Production with the assistance of Promoter, House Manager and Emergency Services personnel will implement one or all of the following:

1. If emergency lighting needs to be turned on, SJDK Production will communicate with band. SJDK must be notified if additional lighting needs to be turned on to assist emergency personnel and audience members in distress.
2. The area directly in front and around stage will be cleared of non-essential personnel.
3. Fire/Smoke Alarms- In the case that a fire/smoke alarm is turned on falsely or correctly, SJDK Production will meet with Promoter, House Manager and Emergency Services personnel and assess severity of alarm. If severe and building needs to be evacuated, then SJDK Production will communicate to band to stop playing and Emergency Personnel will address audience on the proper steps to evacuating timely and safely.
4. **Please understand that only SJDK personnel are authorized to communicate to band to stop playing unless of course there is an emergency situation.**



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SHARON JONES & THE DAP-KINGS

**N. SJDK ROOM HOSPITALITY RIDER**

***SJDK BAND DRESSING ROOM***

***Please have room cleaned and stocked before load in***

1 X ASSORTMENT OF FRESH CHEESE PLATE w/ FRESH FRENCH BAGUETTE  
4 X RIPE BANANAS  
4 X HONEYCRISP or GALA APPLES  
4 X DARK & MILK CHOCOLATE BARS  
1 X PACKAGE OF GINGER COOKIES  
48 X .05 ltr WATER BOTTLES- NO DASANI  
12 X COKES  
8 X SMALL BOTTLES SAN PELLIGRINO SPARKLING WATER  
8 X SUGAR FREE RED BULLS  
6 X GATORADE (3x GRAPE, 3x RED)  
24 X STELLA ARTOIS BEER- ON ICE  
24 X LOCAL BREW BEER OF CHOICE- ON ICE (VARIETY IS NICE)  
1 X BOTTLE OF WHITE WINE -CLOUDY BAY SAUV BLANC/ NEW ZEALAND  
1 X BOTTLE OF RED WINE- D'ARENBERG AUSTRALIAN  
~~1 X BOTTLE OF JAMESON IRISH WHISKY~~  
1 X TEA KETTLE WITH ASSORTMENT OF HERBAL TEA, FRESH GINGER & LEMON  
1 X COFFEE MAKER W/ NEW, UN-OPENED STARBUCKS HOUSE BLEND COFFEE  
1 X FRESH, CLEAN ICE AVAIL FOR DRINKS  
1 X MENTOS PURE FRESH WINTERMINT GUM PACKS  
ASSORTED COFFEE CUPS/GLASSES /FLATWARE – NON-DISPOSABLE ONLY  
24 X WHITE HAND TOWELS – **MUST BE PRE-WASHED-**  
PLEASE HAVE CLEAN ICE AVAILABLE IN DRESSING ROOM

***SJDK LADIES DRESSING ROOM***

***Please have room cleaned and stocked before load in***

24 X .05 ltr WATER BOTTLES- NO DASANI  
4 X SMALL BOTTLES SAN PELLIGRINO SPARKLING WATER  
1 X ALTOIDS MINTS  
1 FULL LENGTH MIRROR w/ADEQUATE LIGHTING

***SJDK PRODUCTION OFFICE***

***Please have room cleaned and stocked before load in***

12 X .05 ltr WATER BOTTLES- NO DASANI  
36 x WHITE BATH TOWELS – **MUST BE PRE-WASHED-**  
12 X BLACK HAND TOWELS – **MUST BE PRE-WASHED-**

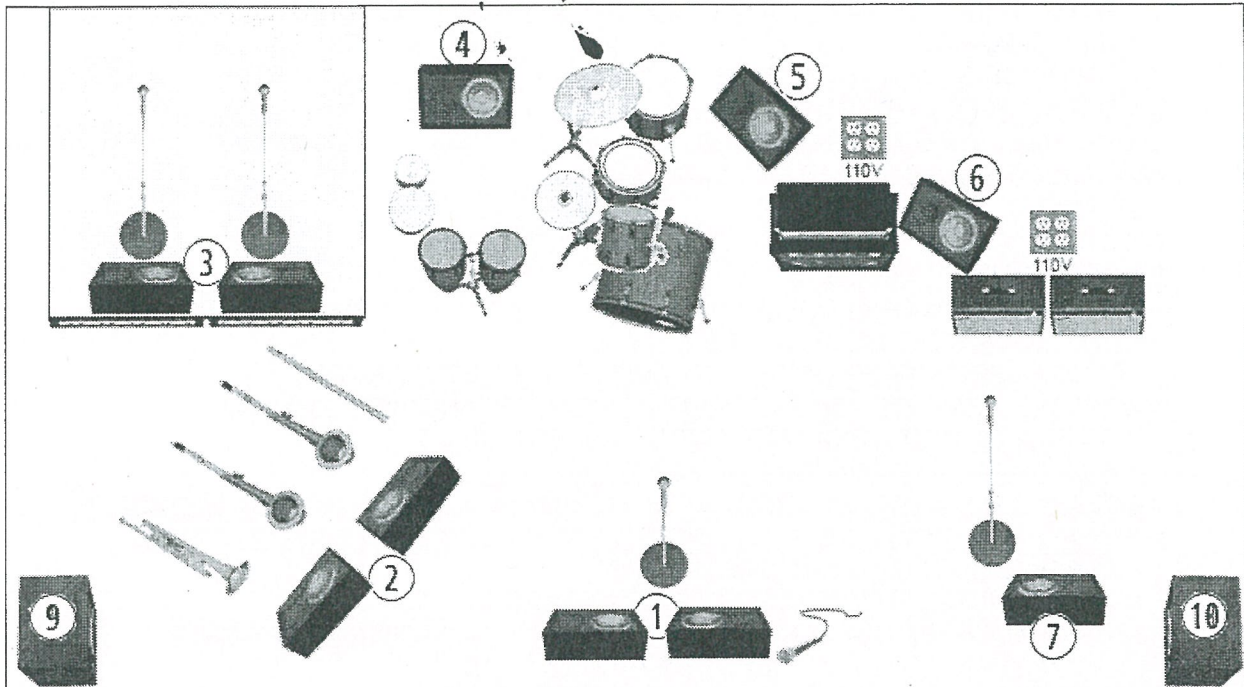
DO NOT SUBSTITUE ANY ITEM ON LIST,  
PLEASE CONTACT **ROBERT PALAIGA** IF YOU HAVE ANY QUESTIONS-

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## SHARON JONES &amp; THE DAP-KINGS

## STAGE PLOT &amp; INPUT LIST



## SHARON JONES AND THE DAP KINGS 1/2013

1. KICK	b52	11. TRUMPET	SM 57	MONITOR OUTPUTS		Rob Paliaga
2. SNARE	421	12. TENOR SAX	SM 58	1. CENTER	2. HORNS	Tour Manager/Monitors
3. HAT	SM 81	13. BARI SAX	SM 58	3. BGV'S	4. PERC	
4. OVERHEAD	421	14. FLUTE	SM 58	5. DRUMS	6. DRUMS	
5. CONGA	SM 57	15. CENTER VOCAL	SM58	7. GUITAR	8. IN EARS	
6. CONGA	SM 57	16. BGV 1	SM 58	9. SR FILL	10. SL FILL	
7. BONGO'S	SM 57	17. BGV 2	SM 58			Dave Liles
8. BASS	D.I. Box	18. S.L. VOCAL	SM 58			Production Manager/FOH
9. GUITAR 1	e906	19. SPARE VOCAL	SM 58			
10. GUITAR 2	e906	20. CENTER VOCAL SPLIT				

*House Mic's & DI's only*  
*DR*

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

Mutual

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.~~  
Agreement is between Artist and University
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 25 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.  
out of pocket expenses
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.

DocuSigned by:

Hampton Howerton



Tax ID/Social Security #

  
For CenterArts

  
For University Center

Updated: April, 2009