



ARTIST/ATTRACTION ENGAGEMENT CONTRACT

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT _____

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT Contract Number 83855/1
12 May 2015

AGREEMENT made this 12 day of May 2015 by and between **The Chieftains** (hereinafter "Artist/Attraction") contracting through **Opus 3 Artists LLC**, 470 Park Avenue South, 9th Floor North, New York, NY 10016 EIN: [REDACTED] (hereinafter "Manager"), and **Humboldt State University**, CenterArts, 1 Harpst Street, Arcata, CA 95521 (hereinafter "Presenter").

It is mutually agreed between the parties that Presenter hereby engages Artist/Attraction for the services of **The Chieftains**, and Artist/Attraction hereby agrees to perform the Engagement(s), as hereinafter provided, upon all of the terms and conditions set forth herein:

I. NUMBER OF PERFORMANCES: 1 IN-HOUSE SOUND, LIGHTS & PRODUCTION _____

II. ENGAGEMENT SCHEDULE:

Date	Time	Type of Event	Venue	City
Sunday, February 28, 2016	08:00 PM	Performance	Van Duzer Theatre	Arcata, CA

III. REPERTOIRE:

A. Program: The work(s) to be performed shall be chosen by the Artist/Attraction.

IV. COMPENSATION TERMS (Fee plus reimbursed or provided expenses):

A. FEE: Compensation to be paid by Presenter shall be \$35,000 USD (THIRTY FIVE THOUSAND US DOLLARS) guarantee; plus hotel for one (1) night per attached addendum/rider. Fee is special and confidential. *Red Lion in Eureka for up to 11 rooms - 1/21*

B. PAYMENT SCHEDULE (fee due prior to performance):

ALL PAYMENTS BY UNIVERSITY CHECK _____

Description	UNIVERSITY CANNOT PAY DEPOSITS	Date Due	Amount
Deposit		12/28/2015	\$3,500.00
Balance		02/28/2016	\$31,500.00 - 35,000 - 1/21
Total:			\$35,000.00

C. PAYMENT METHOD: 10% of fee shall be payable to Opus 3 Artists, LLC and mailed to 470 Park Avenue South, 9th Floor North, New York, NY 10016. All remaining deposits and fees payable hereunder shall be remitted to Artist by check payable to "Chieftains" and handed to the tour manager after the performance.

D. TAX STATUS: Please note that The Chieftains [REDACTED] will enter into a Central withholding Agreement (CWA) with the Internal Revenue Service non-resident alien entertainer coordinator and no federal withholding should be made by Presenter. A copy of the CWA will be provided to the Presenter.

V. ARTIST/ATTRACTION'S ADDENDUM/RIDER ATTACHED: The attached addendum/rider is integral to this Agreement and has the same force and effect as though it were set forth in full in the body of this Agreement.

10 small venue - as

VI. ARTIST/ATTRACTION COMP TICKETS: Presenter must provide ~~20~~ tickets configured in pairs in prime locations for Artist/Attraction's use for each performance.

VII. BOX OFFICE AND TICKET SALES INFORMATION: Upon request, Presenter agrees to provide Manager with the House Ticket Scale for the Engagement, indicating numbers of tickets, ticket price categories, and House Gross Potential. Following the Engagement, Presenter agrees to report the total number of tickets sold, complimentary distribution, and Gross Box Office Revenue.

VIII. ADDITIONAL TERMS:

NYA - as

A. RETURN OF DEPOSIT: Presenter agrees that the deposit made pursuant to Section IV (Payment Schedule) of this Agreement will be paid to Artist to finance the mounting and operating expenses relating to the production(s) to be performed by Artist under this Agreement. In the event that Artist, without failure by Presenter, breaches its obligation to perform the engagement hereunder, Artist shall promptly return the amount of such deposit to Presenter. Presenter agrees that Manager shall not be liable for, and hereby releases Manager from any liability in respect of, repayment of the amount of such deposit.

THIS AGREEMENT SHALL NOT BE BINDING UPON ARTIST/ATTRACTION UNTIL EXECUTED EITHER BY ARTIST/ATTRACTION OR BY MANAGER ON ARTIST/ATTRACTION'S BEHALF (IN WHICH CASE MANAGER IS EXECUTING THIS AGREEMENT ONLY AS AGENT FOR ARTIST/ATTRACTION, AND IS NOT OBLIGATED TO PRESENTER HEREUNDER AND SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR DEFAULTS OF ARTIST/ATTRACTION OF ITS OBLIGATIONS HEREUNDER.) THE NON-ARRIVAL OF ARTIST/ATTRACTION CAUSED BY ANY INCOMPLETE OR INACCURATE INFORMATION FURNISHED BY PRESENTER SHALL NOT RELIEVE PRESENTER FROM FULFILLMENT OF ITS OBLIGATIONS HEREUNDER.

ALL OF THE PROVISIONS SET FORTH AS "ADDITIONAL TERMS AND CONDITIONS" AND ALL OF THE REQUIREMENTS SET FORTH IN ANY ADDENDUM ANNEXED TO THIS AGREEMENT ARE HEREBY INCORPORATED INTO THIS AGREEMENT WITH THE SAME FORCE AND EFFECT AS THOUGH SET FORTH IN FULL HEREIN.

IN WITNESS WHEREOF, the parties hereto have read and agree to each and all of the Terms and Conditions, including Additional Terms and Conditions and attached Addendum(s) and have executed this Agreement to be effective as of the date first stated above:

.....
Roy Furshpan
Director
Humboldt State University

.....
Date

.....
Derrick McBride
Manager, Artists & Attractions
Opus 3 Artists LLC

.....
Date

.....
Michelle Findlay
Project Manager
Macklam Feldman Management, Inc

.....
Date

NO CHANGES MAY BE MADE ON THIS CONTRACT WITHOUT PRIOR CONSENT OF OPUS 3 ARTISTS LLC.

ADDITIONAL TERMS AND CONDITIONS

1. REQUIREMENTS:

- (a) Presenter agrees to furnish at its own expense all that is necessary for the proper presentation of Artist/Attraction's performance as set forth herein or in an attached Addendums and/or Technical or Contract Rider.
- (b) Presenter agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the facilities, materials, services and personnel to be furnished by Presenter or by Artist/Attraction.
- (c) No stage seats may be positioned without the advance written consent of the Artist/Attraction.
- (d) Presenter shall be solely responsible for payment of royalties (ASCAP, BMI, SECAC or otherwise), in connection with the works to be performed by Artist/Attraction. In addition, if Artist/Attraction is appearing as Guest Artist with a symphony orchestra, Presenter will be responsible for supplying all musical material and for the payment of any royalties, rental fees and/or performing fees required for the performance of such material.

2. ADVERTISING, PUBLICITY AND PROGRAM:

- (a) Presenter hereby agrees to print and distribute a sufficient number of house programs at its own expense. Artist/Attraction may elect to furnish copy for the program, which Presenter hereby agrees to use in the printed program without revision.
- (b) Presenter agrees to use only photographs and likenesses furnished or otherwise approved by Artist/Attraction.
- (c) Artist/Attraction shall supply the usual quantity of printed and advertising material, as available.
- (d) All advertisements and house programs will carry a management credit: "Opus 3 Artists" as exclusive representative of Artist/Attraction. Presenter further agrees to print additional credits, including Artist/Attraction recording companies, and sponsors, as Artist/Attraction or Manager may reasonably request.
- (e) The work(s) to be performed shall be chosen or approved by Artist/Attraction.

3. CONCESSIONS:

Subject to any pre-existing concession agreement(s) applicable to the venue where Artist/Attraction is to perform, Artist/Attraction shall have the right to authorize vendor(s) selected by Artist/Attraction to sell souvenir programs and concession items specifically related to Artist/Attraction's appearance in the lobby and other public areas of the venue before, after, and during each intermission of, each performance.

4. TICKET SALES:

- Presenter agrees that revenue received by Presenter related to the Engagement, including, but not limited to, box office revenue (100%), event sponsorship revenue [insofar as it is related to performance(s) of the Engagement, as opposed to institutional sponsorship], advertising revenue, etc., shall be applied first toward Artist/Attraction's fee payment, before all other expenses. In the event Artist/Attraction's compensation and payment is based in whole or in part on receipts of the performance(s) hereunder:
- (a) The scale of ticket prices, discount programs and house must be submitted to and approved by Artist/Attraction in writing before tickets are ordered or placed on sale.
 - (b) Free admissions, if any, (except to local press) shall be subject to Artist/Attraction's prior written approval.
 - (c) Presenter agrees to deliver to Artist/Attraction a certified box office statement showing the gross receipts and deductions of each such performance within two hours following such performance; and
 - (d) Artist/Attraction shall have the right to have a representative present in the box office at all times.

5. CONDITIONS OF ARTIST'S OBLIGATIONS:

- (a) Artist/Attraction shall be relieved of its obligations hereunder should the fulfillment of those obligations be prevented or delayed by act of God, physical disability, labor difficulties, strike, civil tumult, war, epidemic, refusal of visas, failure or delay of means of transportation, any Act or Order of any public authority or other cause similar or dissimilar, which is beyond the control of Artist/Attraction.
- (b) If Artist/Attraction includes any person(s) other than the featured performer, Artist shall be deemed to have fulfilled its obligation hereunder if the featured performer of Artist/Attraction performs alone, with some or all of such other person(s) or with any substitute(s) for such other person(s) selected by Artist/Attraction.
- (c) Artist/Attraction shall have the option to terminate this Agreement in the event of the death or life threatening illness of an immediate family member or a featured performer. If Artist/Attraction shall so terminate this Agreement, Artist/Attraction shall be excused from the performance of any and all of Artist/Attraction's obligations hereunder.

6. RESTRICTIONS:

- (a) Presenter shall not have the right to and affirmatively agrees to prevent the recording or reproduction in any form and by any means now known or which may be developed in the future, of any of the performance(s) of this Engagement or of any part(s) thereof including broadcast on radio television, or via internet (live, delayed), or photography, unless Presenter has secured prior written permission and agreement of Artist/Attraction or Manager.
- (b) Neither Presenter nor Artist/Attraction shall have the right to assign this Agreement, any provision hereof or any of either's rights or obligations hereunder, without the written counsel of the other.
- (c) Nothing herein contained shall be construed so as to constitute the parties hereto to a partnership or joint venture.
- (d) Neither Artist/Attraction nor Manager shall be liable in whole or in part for any liability incurred by Presenter carrying out the provisions hereof, or otherwise.
- (e) The person executing this Agreement on Presenter's behalf warrants his or her authority to do so.
- (f) No other artist(s) shall be presented at the Engagement (whether prior to, simultaneous with or following Artist/Attraction's performance) unless Artist/Attraction shall have first consented in writing to the appearance by, and identity of, such artist(s).

7. FAILURE BY PRESENTER:

If before the date of any scheduled performance,

(a) Artist/Attraction or Manager finds that Presenter has not performed fully its obligations under any other agreement with any party for another engagement or determines that the financial credit of Presenter has been impaired or, (b) Presenter breaches, or fails to perform fully in accordance with the terms and conditions of this Agreement (including, without limitation, all representations, warranties and other undertakings of Presenter herein contained), Artist/Attraction shall have the option, without limitation of any other rights to remedies that may be available to it, to terminate this agreement, in which event, Artist/Attraction shall be excused from the performance of any and all of Artist/Attraction's obligations hereunder. In the event of a termination pursuant to the foregoing clause (b), in addition to all other rights and remedies Artist may have against Local Presenter with respect to the subject matter thereof, Artist/Attraction shall have the right to retain all amounts paid to Artist/Attraction hereunder and Presenter shall immediately pay to Artist/Attraction all other amounts that would have been payable hereunder had this Agreement remained in full force and effect.

8. REPRESENTATIONS, WARRANTIES AND INDEMNITIES:

Presenter hereby represents and warrants the following:

(a) that it has the right to enter into this Agreement and undertake the performance of all obligations on its part to be performed;

(b) that it currently has or will obtain a lease for the theatre, hall or auditorium which will remain in full force and effect for the full period of load-in, rehearsal(s), performance(s); and load-out and;

(c) that it carries, and that the venue carries, all necessary and appropriate general liability insurance against all risks including the risk of acts, occurrences, negligence, or omissions relating to the venue's operation in an amount suitable to meet industry standards for such operations.

Presenter agrees to indemnify Artist/Attraction and/or Manager from and against any breach or alleged breach of any of Presenter's representations, warranties, and agreements contained in this Agreement and from any and all claims of third parties in connection with the performance and other activities or Presenter contemplated hereby, unless said claim is proven to be due solely to the intentional malfeasance or gross negligence of Artist/Attraction in which event Artist/Attraction similarly agrees to indemnify Presenter.

9. ARBITRATION:

In the event of any dispute among the parties as to any part of this agreement, such dispute shall be settled by arbitration in New York, New York, before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect and the award rendered shall be binding and conclusive upon the parties. Judgment upon any award may be entered and enforced in any court having jurisdiction. The prevailing party in the arbitration shall be entitled to recover its reasonable costs (including attorneys' fees) from the losing party. Service of process may be effected by mail to any party at its/his last known address.

10. NOTICES:

All notices and communications to Artist in connection with this Agreement and engagement should be in writing and sent c/o Manager at the following address: Opus 3 Artists, 470 Park Avenue South, 9th Floor North, New York, NY 10016. All notices to be given and/or signed by Artist/Attraction in connection with this Agreement and engagement may be given and/or signed by either Artist/Attraction or Manager.

11. MISCELLANEOUS:

This constitutes the sole, complete and binding agreement between the parties hereto. Opus 3 Artists LLC acts only as agent and manager for Artist/Attraction and assumes no liability hereunder. This Agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This agreement shall be construed in accordance with the laws of the State of New York. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild or similar body having jurisdiction over the performances hereunder or any element thereof and 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.

Please fill in all information below:

PRESENTER CONTACT:

Name: Michael Moore, jr.

Email: ~~msm@humboldt.edu~~ msm@humboldt.edu

Fax: 707-826-5980

Phone Numbers:

Office: 707-826-3928

Mobile: 707-826-5685

Recommended Hotel: Red Lion, Eureka, CA

Presenter Website: humboldt.edu/centerarts

FOR EACH VENUE:

Venue Name: van Duzer Theatre, HSCU

Venue Physical Address: (mailing only) 1 Harpst St.

Arcata, CA 95521

Venue Contacts & Contact Numbers:

Office: same as above

Mobile: ||

Backstage: N/A

Venue Emergency phone: 707-826-4411

Venue Capacity: 800

THE CHIEFTAINS

Technical Rider

It is the responsibility of the Local Manager to provide the following:

("Local Manager" and "Presenter" shall both refer to "Presenter" as defined in the Engagement Contract.)

- Red Lion in Eureka, CA - 1/3 -

1. **ACCOMMODATIONS:** Presenter shall provide at no cost to Artist, One (1) deluxe NON SMOKING suite and up to Ten (10) Single rooms and One (1) double room ~~in a deluxe hotel located in the central part of the city. Hotel must be within walking distance of numerous restaurants.~~ The suite is to be a **NON-SMOKING** suite on a **NON-SMOKING** floor without exception. ~~Said accommodations are to be made available to Artist one (1) day prior and one (1) day after engagement, in addition to day of performance, if required by Artist. Artist agrees to notify Presenter at least one month prior to engagement if additional hotel nights will be necessary and not to unnecessarily extend the length of stay. Please see the attached Hotel Requirements form which is an integral part of this rider~~

Myr

Myr

~~Artist's personal manager must approve all hotel accommodations:~~

Myr

Macklam Feldman Management

Project Manager

Michelle Findlay

Tour Manager:

Mike Sponarski

Presenter must pay, in advance, all room and tax charges for hotel rooms. Artist shall be responsible for all incidental charges including meals, movies, phone calls, and laundry.

~~Accommodations arranged by the Presenter will not satisfy the terms of this contract without Artist's written consent.~~

~~- Definition of deluxe hotel is a five star hotel such as a Westin, Four Seasons, or equivalent.~~

2. **LOCAL TRANSPORTATION:** Local manager agrees to provide and pay for all local transportation of Company, staff and equipment from the Company's arrival at the airport to departure. This includes round-trip transportation between the airport, hotel and hall. Group will include 10 -12 people, luggage and road cases. A 15-passenger van and a full size cargo van are required. **15-passenger van must have all seats installed.**

ABSOLUTELY NO HOTEL COURTESY VANS ARE TO BE USED FOR ARTIST TRANSPORT.

THE CHIEFTAINS

Technical Rider

3. **STAGE SET-UP:** A standard proscenium stage set-up is required. If the company is to perform on a temporary stage it must be solidly built and of the following dimensions: 36 feet wide, 24 feet deep and 4 feet high. Wherever possible a black curtain/backdrop should be provided. Cyclorama curtains also acceptable.

Local Manager will supply: 8 identical, **armless** orchestra chairs (**Absolutely no folding chairs**) and 1 adjustable piano stools, plus a small "toy's table" as shown on stage plot.

Outdoor Performances - If contract states "Rain or Shine", the performance area must be sufficiently protected from the elements. Band leader/tour manager may postpone performance if he/she deems the performance area is unsafe. Outdoor shows will also require a small space 1000-1500 watt heater or a par can to heat bodhran skin. *-N/A-M*

HOUSE PA

← IN House Pa only DTS

System must be capable of 110dB SPL (A Weighted) minimum at F.O.H. or 100' in front of P.A. without distortion, buzz, and hum free. Frequency response must be at least 30 Hz to 18 kHz in the entire seating area. The concert level will range from 88dB to 95dB typically, but the extra headroom is necessary to prevent distortion. Mix positions in the back corner of a balcony, in enclosed areas, or any area in which the engineer is not hearing what the main floor audience is hearing is not acceptable. All systems including custom systems should be approved by the Tour Manager in advance.

Systems listed in order of preference:

1. L-Acoustics V-dosc (K-1, V-DOSC, Kudo)
2. D&b (J-Series, Q-Series, Kudo)
3. Meyer Milo
4. JBL VerTec

FRONT OF HOUSE

*System will be set up with Subs sent off an aux and proper processing available (Dolby Lake processors, XTA, or DBX Drive Rack)

*All necessary patching, crossovers, amplifiers and cabling.

Consoles listed in order of preference:

1. Midas Pro6 System
 2. Midas Analog (XL4, H3000, or H2000)
- 1 - TC 2290 Analog Delay
1 - TC M5000 or similar reverb unit

NOTE following outboard Gear only necessary if using Analog Desk

- 2 - Yamaha SPX 990.
4 - insertable noise gates (Drawmer, BSS)
4 - insertable tube compressor (Avalon, Drawmer, Universal Audio)
8 - insertable compressors (Drawmer, BSS, DBX 160).
1 - CD player for playback (Sony, Tascam).
1 - 40 channel snake with a 40 channel monitor split including talk-back to stage.

THE CHIEFTAINS

Technical Rider

MONITORS

MONITOR WORLD MUST BE LOCATED STAGE LEFT, NO EXCEPTIONS!

1 - 40 ch. professional monitor console (The Chieftains will use 7 mixes).

7 Monitor Wedges with Amplifiers (115XT, D&B M4/M2/MAX12)

THESE MUST BE APPROVED BY TOUR MANAGER

*All necessary patching and cabling.

*All necessary AC power

> w/ House Monitor Sys. only
DTS

Consoles listed in order of preference:

1. Midas Analog (XL4, H3000, or H2000)

4. PIANO/BACKLINE: A Roland RD-700 keyboard IS REQUIRED. Other suggested model – Roland RD-600.

5. VIDEO REQUIREMENT: video must be queued from a laptop. We will supply you with a download link for the hi resolution file. We strongly recommend that you use VLC Media Player for playback during the performance.

6. LIGHTING REQUIREMENTS: The Company's minimum lighting is a warm & cool color wash covering the stage area used by the Artists. **Important** – most lighting from this wash must be from the front of the house (Balcony Rail and Box Booms). Very minimal (less than 50%) lighting from overhead electrics may be used as heat from the lighting instruments has a very serious effect on the tuning of the older musical instrument. Group will check lighting during soundcheck. 2 follow spots with qualified operators are also required. Spot color R33.

- 3 rooms backstage total - w/ w/

7. DRESSING ROOM: Local Manager shall provide as many private dressing rooms as possible with adequate heating and washroom facilities. Dressing rooms must be attended at all times and have secured locks. Typical dressing room layout on headlining shows:

- Paddy Moloney
- Matt Malloy
- Kevin Conneff
- Chieftains Men (3 peoples) (Need's Iron & Ironing Board)
- Chieftains Ladies (4 peoples) (Need Full Length Mirror and adequate makeup lighting)
- Tour Manager's Office
- Local Dancers (to be advanced) (6-12 peoples)
- Local Pipers (As far from the Chieftains dressing room area as possible, to be advanced) (10- 20 peoples)

(when a 4th member of the Chieftains is added to the lineup a 4th dressing room is then required)

Local Manager agrees to provide and pay for a catered hot meal that includes a hot entree, salads, bread & butter (**Please see attached Catering Rider**). Catering must be ready upon Band's arrival (usually 2 hours before show time), and remain set-up until the **end of intermission**. Catering is to be EXCLUSIVE to The Chieftains touring party ONLY.

THE CHIEFTAINS

Technical Rider

**PLEASE PROVIDE (12) CLEAN BATH TOWELS AND (12) CLEAN HAND TOWELS FOR STAGE **

8. **BILLING:** The Presenter agrees to use the following billing in all advertising and marketing materials for this performance:

Paddy Moloney (75%)
THE CHIEFTAINS (100%)
and special guests (50%)

Unless otherwise stated, the Company will perform the entire show and will be billed on all advertisements with a specific starting time. The Company performs approximately one (1) 90 minute set straight thru with no intermission. There will be one encore consisting of two songs.

9. **HIRING OF LOCAL TALENT:** On regular headlining shows, Artist invites local Pipe & Drum band and Local dance group to partake in the show. The Artist is responsible for sourcing, hiring and coordinating these groups and it is in no way the responsibility of the Presenter to organize this.
10. **LOCAL CHOIR:** The Company will require a choir to perform up to 3 pieces as part of The Chieftains' performance. Presenter should invite a professional or amateur choir of their choosing, provided that are enthusiastic, well dressed and talented. Choral groups can range from high school to university to professional organizations. Between 8 –15 voices is optimal. Music will be provided by the Company in advance of the performance. The Choir may be included in the program book and/or marketing of The Chieftains' performance to encourage friends and family to buy tickets and attend the concert.
11. **COMPLIMENTARY TICKETS:** The Company requires ^{S-M-} 10 pairs of excellent quality complimentary tickets (total of 20).¹⁰ Should any of these not be required, they will be returned to the box office prior to show time. The final artist guest list will be turned into the box office 90 minutes prior to show time. ~~Please note that less than 20 complimentary tickets will not be accepted.~~ ^{MJR}
12. **MERCHANDISING:** The Company reserves the right to sell concession items at the performance. Items include: T-shirts, compact discs and programs. The Tour Manager handles all concessions. The company does not travel with staff that sells merchandise; local manager will need to supply experienced vendors. Please contact **Trey Smith** for details. No commission shall be paid to the Local Manager/Promoter unless there is a house concessionaire, in which case commission shall not exceed 10%. ^{20% - MJR}

THE CHIEFTAINS

Technical Rider

13. **BROADCASTING/AUDIO VISUAL RIGHTS:** Local Manager agrees that no part of the Company's performance is to be recorded, either audio or video, without the express prior written permission of the Company.
14. **INDEMNITY:** If any patron, guest, PURCHASER's agents or client(s), employee(s) or any other person admitted to the engagement by PURCHASER's agents, client(s), or employee(s) sustains bodily injury, or any damage to property on the premises is incurred, caused either directly or indirectly by ARTIST's equipment (unless it can be clearly proven that it is due to ARTIST's gross negligence) then PURCHASER agrees to hold ARTIST harmless.
15. For outdoor venues, the PRESENTOR shall arrange for covering for the stage and the sound/lighting area(s) so as to provide adequate shelter from moisture and direct sunlight. If the engagement is scheduled for outdoors, either the PRESENTOR or the ARTIST may conclude the engagement if weather conditions threaten ARTIST's safety or will damage their equipment. *N/A*
16. The ARTIST's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, failure of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of public authority, or any other cause, similar or dissimilar, beyond their control.



AGREED AND ACCEPTED - PURCHASER

DATE

THE CHIEFTAINS

Catering Rider

All requirements set forth in this Catering Rider are material terms and conditions of the Production Rider, which is part of the Rider and Agreement of which the Rider is an integral part.

- The requirements outlined hereunder are for the Artists only.
- Plastic utensils and paper plates are not acceptable for any meal service. China plates/coffee cups, metal utensils must be utilized.
- There should never be a situation where clean drinking water/ice, napkins/paper towels, large plastic Solo drinking cups, plates/mugs/utensils, or any other condiments and/or necessities become in short supply.
- Coffee and **hot** tea must be available from band's arrival to departure.
- **ALL FOOD MUST BE FRESH AND HEALTHY**

A) DINNER FOR FOURTEEN (14)

Choose **two types** of entrees from the list below. Tour Manager will advise.

****Local specialties are encouraged – Days of week are listed to promote variety.

Entree Selections:

- I Fresh fish - Sundays
- II Roast Turkey – Mondays
- III Roast Beef – Tuesdays - Saturdays
- IV Chicken - Wednesdays
- V Prime Rib – Thursdays
- VI Steak - Fridays

(1) **Hot Soup** (very important)

(1) Fresh pasta dish

(1) Type of salad

(2) Types of vegetables

(1) Hot potato dish – Mashed, baked, etc.

Rolls and butter

Lots of fruit (very important)

Dessert (ice cream/fruit sherbet, pies, cakes, cookies)

A selection of beverages separate from dressing room beverages are to be provided for dinner:

Milk, coffee, tea, water, ice tea, assorted sodas, etc.

***The dinner **must** include one dairy free meal (Paddy Moloney is Lactose intolerant).

THE CHIEFTAINS

Catering Rider

B) THE CHIEFTAINS DRESSING ROOM

(To be setup in The Chieftains dressing room, common area, or greenroom 3 hours prior to show and remain set up until the end of the show.)

Coffee, tea (Earl Grey, Green), condiments

(3) Bottles of Gatorade – Orange & Red

(6) Classic coke

(6) Ginger ale

(6) Guinness

(6) Bottles of Heineken

(3) Iced tea

(48) 500ml bottles of spring water (non-carbonated)

(3) Perrier water

(6) Small bottles of orange juice

(12) Pre-made wrapped sandwiches such as turkey, tuna, egg salad, etc. (For after show) **(Please include a wheat free sandwich, well identified)**

(1) Bowl of fruit containing apples, oranges, banana, and grapes

(30) Plastic solo cups (large)

(1) Litre of 1% or 2% MILK

Assorted fresh cookies

Sufficient clean ice

(12) Clean Bath Towels

(1) Iron and Ironing Board

(1) Wardrobe Steamer

Tour manager will notify Purchaser well in advance of any alternate dressing room requirements.

Please contact **Mike Sponarski** with any questions.

Mike Sponarski, [REDACTED]

DATE _____

AGREED AND ACCEPTED - PURCHASER _____

THE CHIEFTAINS

Hotel Requirements

Dear HOTEL REPRESENTATIVE OR PRESENTER

Please confirm that the following are the definite arrangements for The Chieftains at your hotel, as agreed upon for the dates below. Presenters please make sure to forward this to our agreed hotel.

<u>TYPE</u>	<u>#ROOMS</u>	<u>RATE</u>	<u>ARRIVAL</u>
<u>DEPARTURE</u>			

Billing

Prior to the groups arrival, a master bill will be prepared which will include all charges for rooms, taxes and mandatory charges, if any, for the entire group. Incidental charges will be the responsibility of the individual making them and must be on separate folios. Incidentals will be paid in cash upon checkout. Any questions about billing procedure should be addressed directly to **Mr. Mike Sponarski**, the groups Tour Manager. **Please note one credit card will be given to guarantee all charges.**

Pre Registration

The group will be pre-registered prior to arrival and room keys must be ready for immediate distribution upon arrival (Mr. Sponarski will stay at the front desk to finish required paperwork). There will be an envelope available at the front desk, one for each member of the group. Each envelope will contain a completed Chieftains rooming list (If you do not have a Chieftains rooming list please email Mike - [REDACTED] as rates! The envelopes will have the occupant's name and room number printed on the outside. Any mail that has arrived for the group will accompany the appropriate envelope. Kindly forward any mail received after the group's departure to Macklam Feldman Management at [REDACTED]

In the event of late charges please itemize and include signed receipts. Where necessary, please include name and room number. Late charges on mini bars will not be paid without documentation.

[REDACTED]

THE CHIEFTAINS

Hotel Requirements

Room Location and Type - VERY IMPORTANT!

MR. PADDY MOLONEY MUST BE PROVIDED WITH A NON-SMOKING ROOM ON A NON-SMOKING FLOOR.

PADDY MOLONEY HAS A SERIOUS ALLERGY TO CIGARETTE SMOKE.

(ROOMS THAT ARE NON-DESIGNATED WILL BE CONSIDERED **SMOKING** SUITES, WHICH IS UNACCEPTABLE). ~~THE ROOM MUST HAVE WINDOWS THAT OPEN.~~ NO HANDICAPPED ACCESSIBLE ROOMS. PLEASE, NO EXCEPTIONS.

An ozone generator needs to have run in the room at least 3-4 hours prior to his arrival. It is preferred to have it running 24 hours prior to his arrival if possible. **Do not spray commercial deodorizers in the room prior to check-in. They are just as offensive as cigarette smoke.**

The group's rooms will be spread throughout the hotel. (do not block together) preferably different floors and as far apart as possible.

Please advise immediately if there is any construction, remodeling, or any other possibly disturbing activities taking place in or near the hotel. Rooms should not be on the ground floor, near vending machines ice machines or near elevators.

These arrangements are vital to an enjoyable stay at your hotel!

If you do not have any problems in providing us with these requirements, please fill in the following template, sign the bottom of this document, and fax it back to our office at [REDACTED]

HOTEL-----:		TO VENUE--:		TO Airport:	
MAIN PHONE:		RESTAURANT:		HOTEL NOTES	
MAIN FAX --:		POOL-----:			
ADDRESS --:		BAR/LOUNGE:			
CITY/STATE:		FITNESS RM:			
CTRY. /CODE:		LAUNDRY --:			
CONTACT----		PAYMENT: <input type="radio"/> Us <input type="radio"/> Pro.			

HOTEL REPRESENTATIVE _____ / MONTH / DAY YEAR

Thank you for your kind cooperation; The Chieftains look forward to staying at your establishment.

Kind regards,

Mike Sponarski – The Chieftains
Tour Manager



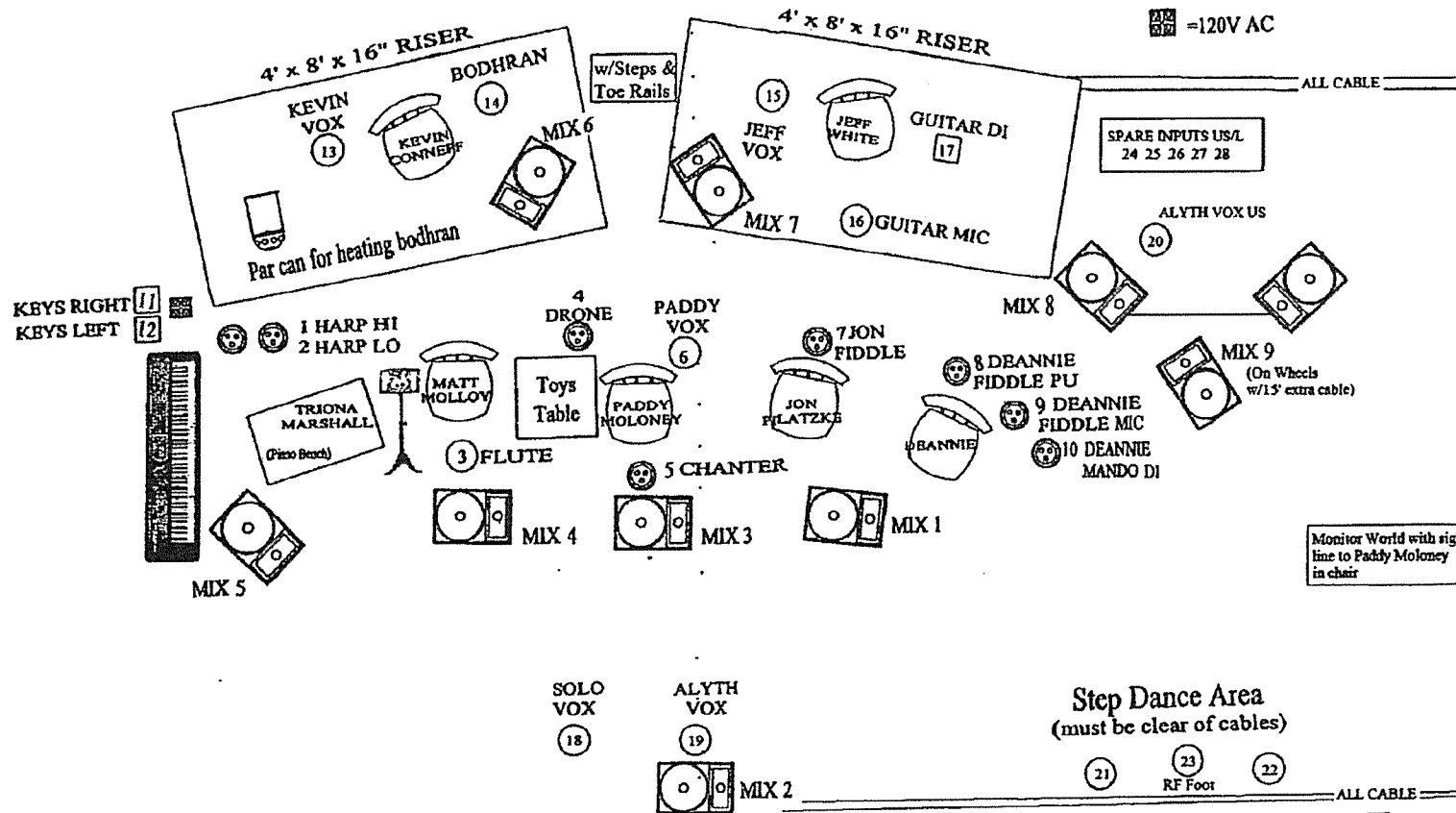
THE CHIEFTAINS

Created by Mark Horton January 19, 2009
 UPDATED by Larry Walker January 18, 2010



USTOUR

- = Mic (see input list)
- = DI (see input list)
- ⊙ = XLR Cable
- ⊞ = 120V AC



**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