



9601 Wilshire Boulevard
 3rd Floor
 Beverly Hills, CA 90210
 USA
 Phone: +1 310-859-4477
 email: jjb@WMEentertainment.com

THE ROBERT CRAY BAND

THE ROBERT CRAY BAND, INC.

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 19 May 2014 between **THE ROBERT CRAY BAND, INC.** (hereinafter referred to as "PRODUCER") furnishing the services of **THE ROBERT CRAY BAND** (hereinafter referred to as "ARTIST") and **HUMBOLDT STATE UNIVERSITY/Roy Furshpan** (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE(S):

VAN DUZER THEATRE
 Sequoia Ave
 Arcata, CA 95521
 USA

2. DATE(S) OF ENGAGEMENT:

Fri 12 Dec 2014

- a. Number of Shows
- b. Show Schedule(s):

1
 7:30 P.M. - 11:00 P.M.
 07:00 PM Doors
 08:00 PM THE ROBERT CRAY BAND, (min)
 12:00 AM Curfew

3. BILLING (in all forms of advertising):

100% Headline Billing

4. COMPENSATION:

\$15,000.00 USD (Fifteen Thousand U.S. Dollars) minimum GUARANTEE, plus bonus(es) as indicated below.

BONUS(ES)

\$750.00 USD: If the total number of tickets sold is equal to or greater than 700
 \$750.00 USD: If the total number of tickets sold is equal to or greater than 800

REIMBURSEMENT(S)

\$1,500.00 USD for Production due 12 Dec 2014 -- ARTIST Supplied

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. PRODUCTION AND CATERING:

- *PURCHASER to provide and pay for house sound, lights and monitor systems
- *PURCHASER to provide and pay for catering per ARTIST rider requirements.

*The \$1,500 "production reimbursement" indicated represents a \$1,500 reimbursement to ARTIST for ARTIST provided backline, monitors, monitor board and FOH board due on or before December 12, 2014. In the event that venue has unmovable and permanent production, PURCHASER shall immediately notify ARTIST and shall nonetheless make best efforts to integrate the touring production into the venue. All customary and standard expenses associated with all of the foregoing (i.e. stagehands and loaders) shall be a show expense.

Production Contact: Michael Moore
(707) 826-5685 (o/f)

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation
- b) Accommodations
- c) Air freight and excess baggage:
- d) Ground transportation
- e) Meals and incidentals:
- f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

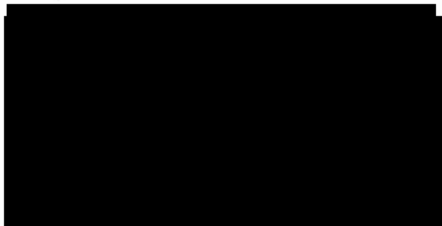
- *PURCHASER AGREES TO ALL PROVISIONS IN ADDENDUM B.
- *PURCHASER to provide and pay for twenty-five (25) top priced/best seat location comp tickets for ARTIST.
- *ARTIST to be allowed full usage of ARTIST supplied "Banner/Backdrop" if needed.
- *NO recording or filming of the performance without ARTIST Management's written approval
- *No sponsorship / signage shall be allowed on or near stage without written approval.
- *Purchaser shall provide and pay for, as per ARTIST specifications and approval, at no cost to ARTIST, any and all rider requirements
- *All meet & greets must be pre-approved by ARTIST management prior to performance.
- *For all management approvals please contact Tim Aller @ Tim@AllerEntertainment.com

*Fan Club internet pre-sales will be run by Music One Live for the above referenced date. Music One Live must be contacted prior to going on sale and will need an allotment of Prime Location seats subject to venue size. Please contact Avery Riordan at Avery@musicone.live.com - 512-371-6924 or Hollye Day - Hollye@musicone.live.com.

****FOR INTERNATIONAL & CANADIAN DATES**** Purchaser agrees to provide all necessary permits, licenses, Work Visas and authorizations from any government agencies, bureaus and departments (Federal, state and local) and any and all immigration clearances if engagement is to take place outside the United States. This is to include the cost of Broker's fees for equipment manifest and/or carnet expenses. Contact Tim Aller to determine costs:

Wire Instructions

Bank



Please provide the Client Name, Date & Place of Performance

*Please note that the wires DO NOT go to anyone's attention at the bank.

We receive a large amount of wires everyday and some of them do not include the client's name which creates a problem to apply the funds.

OFFICIAL ADMAT, RADIO SPOT & T.V. SPOT

Tourdesign Creative Services

Debra "Fergy" Ferguson or Bill Kirtle



Exclusive Humboldt County performance.

IN-HOUSE SOUND, LIGHTS & PRODUCTION

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof

9. CURRENCY AND EXCHANGE RATE:

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

10. PAYMENT TERMS:

a. DEPOSIT in the amount of \$7,500.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 12 Nov 2014;

All deposit payments shall be paid via certified or cashier's check sent to

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: Jay Byrd
9601 Wilshire Boulevard
3rd Floor
Beverly Hills, CA 90210
USA

UNIVERSITY CANNOT PAY DEPOSITS

OR via bank wire as follows:



Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name,

(as sender), name of the artist, start date of the Engagement(s).

Full guaranteed \$15,000 - n.s.

University check - n.s!

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement next business day by university check - n.s.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

ANY PERCENTAGE PAYMENTS MADE BY UNIVERSITY CHECK MAILED FOLLOWING BUSINESS DAY,

ALL PAYMENTS BY UNIVERSITY CHECK

11. SCALING AND TICKET PRICES:

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT
Fri 12 Dec 8:00 PM	812 Reserved	\$41.00	0	0	812								\$41.00	\$36,540.00
	812		0	0	812									\$36,540.00

SCALING NOTES:

Tickets are \$10 for students
Season discount of 10-30% will apply

ADJUSTED GROSS POTENTIAL:	\$36,540.00
TAX:	
NET POTENTIAL:	\$36,540.00

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Production	\$1,500.00				ARTIST Supplied
Expense Totals:	\$1,500.00				

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

13. MERCHANDISING:


Venue sells, CD/DVD: 90.00% of proceeds to ARTIST.
Venue sells, T-Shirts/Soft: 80.00% of proceeds to ARTIST.

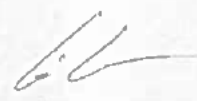
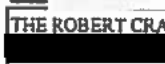
14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and

By 
HUMBOLDT STATE UNIVERSITY
 Roy Furshpan
 1 Harpst St.
 Arcata, CA 95521
 USA

By 
 Digitally signed by Tim Aller
 DN: cn=Tim Aller, o.ou,
 email=Tim@AllerEntertainment.c
 om, c=US
 Date: 2014.07.03 12:53:26 -0700
THE ROBERT CRAY BAND, INC


Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above. Attention: Byrd

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and

dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.

(7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s)

(8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

D. PRODUCTION CONTROL

(1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.

(2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.

(3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.

(4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement.

Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God, act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy, act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation, death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party

G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall

return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

II. BILLING

(1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.

(2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement.

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement, and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement, and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, public and comprehensive general liability insurance

coverage in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any) indemnifying and holding PRODUCER, ARTIST and ARTIST's traveling party and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives, harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any performance given under this Agreement or arising out of or in connection with this Agreement. The foregoing policies maintained by PURCHASER shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives, and each policy shall contain all appropriate riders and endorsements. PURCHASER will provide evidence of the existence of the insurance coverage referred to herein by naming PRODUCER, ARTIST, and their respective officers, directors, principals, agents, employees and representatives, as "additional insureds" and providing PRODUCER with originals or copies of certificates of insurance so reflecting and providing that PRODUCER shall be notified in writing by the insurance carrier of any change or modification in the policy, not less than fifteen (15) days prior to the effective date of such change. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder.

(2) Without limiting the generality of the foregoing, PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including, without limitation, reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, or any of its officers, directors, principals, agents, employees and representatives as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of 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.

(2) This (and any of PRODUCER's riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this

Agreement.

(3) This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Los Angeles County in the State of California in accordance with the laws of that State, in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Los Angeles County in the State of California and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(4) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(5) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(6) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

(7) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(8) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

The Robert Cray Band

Amendment B

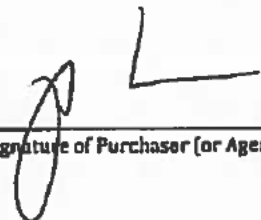
As of 3/2012

1. Purchaser agrees to a hospitality budget of up to \$750 (US). Typically, hospitality is less than \$750. Contact Tim Aller Tim@AllerEntertainment.com for current hospitality list.
2. Purchaser agrees to have runner available to Band and Crew from load in time until end of load out with vehicle capable of carrying up to 4 passengers in addition to driver.
3. Purchaser to provide 4 experienced, professional stage hands for load in, set up, tear down and load out PLUS up to 4 additional hands for load in and load out depending on load in situation. Contact Tim Aller to determine number of hands.
4. Purchaser to make all efforts to ensure no public contact with Artist between arrival and movement between dressing room and stage. If this is not possible, purchaser to obtain written acknowledgement from Tim Aller via email.

5. Purchaser to make all efforts to ensure tour bus can be parked within 50' of stage. If this is not possible, purchaser to obtain written acknowledgement from Tim Aller via email.

Bus does not have trailer

— If the bus has a trailer then parking may be farther away than 50' of stage.



Signature of Purchaser (or Agent thereof)



Signature of Signatory Musician

Digitally signed by Tim Aller
DN: cn=Tim Aller, o=ou,
email=Tim@AllerEntertainm
ent.com, c=US
Date: 2014.07.03 12:55:48
-0700

THE ROBERT CRAY BAND

CONTRACT RIDER

This rider is attached to and made part of the contract dated _____ between THE ROBERT CRAY BAND (hereinafter referred to as Artist) and _____ (hereinafter referred to as Purchaser) For the performance dated _____. All provisions contained in this rider shall be deemed incorporated in and part of this contract. Purchaser warrants it has the right to enter into this contract and is of legal age.

NO changes in this rider shall be valid unless accepted in writing by Artist.

I. PRODUCTION REQUIREMENTS

I. Advance/representative

- A. Contact Tim Aller (tour manager) for latest production requirements, hospitality, general information, etc. Purchaser agrees all such advance information to be made part of and included in this contract. Tim@AllerEntertainment.com Purchaser agrees to supply all necessary contact information to advance the performance to Tim Aller no later than 30 days prior to engagement.
- B. The Purchaser agrees to provide a responsible person with decision making powers to be available to Artist's representative from the time Artist's crew arrives until the end of load out.
- C. Sound and lighting companies must be approved by Artist's representative. Companies names, email addresses, phone numbers and contact persons shall be supplied to Artist's Tour manager at least thirty (30) days prior to engagement. Contact Tim Aller Tim@AllerEntertainment.com
- D. Soundcheck will be required on day of performance. Artist will require a 60 minute soundcheck, following 4 (four) hours of load in and set up time. Purchaser agrees stage, all technical equipment and necessary personnel will be made available to Artist exclusively, with no other events scheduled during this time. Soundcheck is to be totally closed to all persons except necessary, working personnel and Artist entourage.

II. STAGE

- A. Stage is to be a minimum of 36' W X 24' D and at least 4' in height, not including sound wings, which should be a minimum of 8' X 12' each. Purchaser to provide one (1) 8' X 8' X 12 to 24" sturdy drum riser.**

- B. For outdoor engagements, stage must conform to the following specifications:**
 - **Be entirely covered by a leak proof roof to protect Artist and Artist's equipment from inclement weather.**
 - **Have sufficiently spacious and weatherproof work areas for the set up, tear down and temporary storage of Artist's equipment.**
 - **Monitor position, guitar tech position and F.O.H. equipment must be fully covered by leak proof roof or other canopy capable of protecting Artist's equipment from all weather including, but not limited to Sun, wind and rain.**
 -

- C. Whether indoors or outdoors, all metal stages MUST be securely electrically grounded.**

- D. Guitar tech. area shall be stage right with immediate access to stage and in direct line of sight to Robert Cray. This area to be inaccessible to audience. If that is not possible, Purchaser to supply dedicated security personnel in such area.**

III. STAIRS

- A. Purchaser agrees to provide two sets of stairs to access stage (stage left and stage right). These stairs must be secured to the stage and include sturdy handrails on both sides of each set of stairs.**
- B. Purchaser agrees that stairs or stage exit paths will be individually lit for safety with necessary reflective tape highlights.**

XI. TRANSPORTATION/PARKING

- A. Artist normally travels with one (1) 45' tour bus and one (1) semi truck with 48' trailer (approximately 68' total length). Purchaser to provide clear area sufficient for parking and maneuvering. - Truck will unload then leave campus
- B. Purchaser agrees bus and truck shall be within 50' of backstage entrance. - Truck cannot park on campus. Purchaser further agrees access from bus to stage will not be accessible to public. Bus can be within 50' as long as there is no trailer-run
- C. Purchaser agrees to supply shore power to bus. If shore power is not available, Purchaser agrees bus is to be allowed to run power generator at all times.

XII. SECURITY

- A. Purchaser shall provide proper security to ensure the safety of Artist and Artist's equipment, personnel, bus and truck at all times, before, during and after performance. Tour manager will brief security chief and stage security on requirements before doors are opened.
- B. No uniformed guards are allowed in the dressing rooms at any time.
- C. In venues where Artist is performing more than one (1) day, the following requirements apply:

- 1. Security personnel to patrol the dressing room and stage area from the time Artist's crew departs, until they return the following day.
- 2. Purchaser to provide a secure room to store equipment between performances. This room is not to be entered at any time without permission of Artist's representative. Purchaser will be solely responsible for any damage or loss resulting in tampering with or movement of equipment.

XIII. DRESSING ROOMS, PRODUCTION ROOM

- A. Purchaser agrees to provide Two (2) comfortable, private, clean, well lit dressing rooms for Artist's sole use, capable of being locked. One dressing room will be for Robert Cray and needs to be of sufficient size to accommodate two (2) persons and Artist's large wardrobe case. Second dressing room needs to be of sufficient size to accommodate six (6) persons and three (3) large wardrobe cases.
- B. Green room to be advanced and access designated by tour manager. This room should be near dressing rooms. Security must be available to direct traffic away from green room and dressing area.
- C. Purchaser agrees to supply production room for sole use of tour manager and production manager. This room is to have WORKING internet access, telephone and cell phone reception.

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- B. Green room to be advanced and access designated by tour manager. This room should be near dressing rooms. Security must be available to direct traffic away from green room and dressing area.
- C. Purchaser agrees to supply production room for sole use of tour manager and production manager. This room is to have WORKING internet access, telephone and cell phone reception.

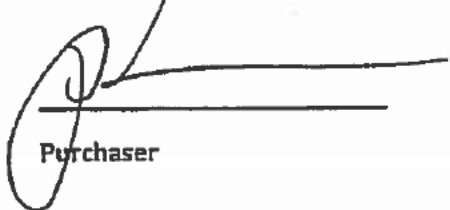
Technical conditions necessary for the performance of the Artist shall be adhered to without exception. If, for any reason, a requirement cannot be met, Purchaser shall obtain written permission from Artist's representative. If Purchaser is unable to meet a requirement due to his inability to arrange for a service or item and that service or item can be provided by a local sound or light company or their subcontractors, Purchaser shall be liable for any and all reasonable fees, charges or other remuneration required to provide said service or item.

Purchaser understands and agrees the following attachments are hereby made part of this agreement:

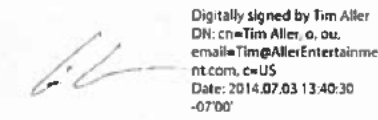
- Robert Cray Band Hospitality requirements (available from Tim Aller).
- Robert Cray Band Info file (available from Tim Aller)
- Robert Cray Band stage plot, lighting plot & input list (available from Steve Selid or Tim Aller).
- Addendum B (attached to contract)

This rider and attachments noted above, along with performance contract, constitute the sole, complete and binding agreement between the parties hereto. The Fitzgerald-Hartley Co. acts only as manager for artist and assumes no liability hereunder. Monterey International acts only as agent for Artist and assumes no liability hereunder.

ACCEPTED AND AGREED TO:



Purchaser



Artist

Digitally signed by Tim Aller
DN: cn=Tim Aller, o.ou,
email=Tim@AllerEntertainme
nt.com, c=US
Date: 2014.07.03 13:40:30
-07'00'

Date

Date

Robert Cray Band Fan Club Ticketing Rider

This Rider sets forth the terms by which a venue shall provide for ticket sales to members of the official fan club ("Fan Club") for Robert Cray Band ("Artist").

Robert Cray Band Fan Club ticketing is managed and administered by Music One LLC located in Austin, TX. All Robert Cray Band Fan Club related questions regarding ticketing should be directed via email at Avery@musiconelive.com, if email is not available, other contact details are listed below:

Music One LLC, 3500 Jefferson, Suite 210, Austin, TX 78731
Phone - 512-371-6924, Fax - 866-521-9734 Email -

Avery Riordan avery@onclivemedia.com
megan@onclivemedia.com

The venue shall provide an allotment of tickets for the sale to Artist's Fan Club. The venue shall not sell or release VIP or Fan Club tickets without the explicit consent of Music One LLC or Robert Cray Band Management. This ticketing arrangement shall last for the duration of shows covered in and/or for the term of the underlying agreement between Artist and the venue.

Robert Cray Band Fan Club Allotments:

The venue and Music One LLC will communicate to determine the exact number of tickets that are required to satisfy the Fan Club demand. If more tickets are needed, the venue will make every effort to supply those seats. If fewer tickets are needed, Music One LLC will communicate that to the venue.

The venue will provide at least 8-10% of the total amount of available tickets for pre-sale to members of the Fan Club. These seats should be what the venue considers the "best available seats in the house", and should include tickets in rows 1-10. Tickets holds should be sent to Music One LLC for approval on the hold locations at least 24 hours prior to the launch of a pre-sale.

The venue and Music One LLC will agree on an "end date" when pre-sale ends. Once the end date has been reached, the unsold balance of the reserved fan club tickets (if any) can be released to the general public.

VIP Package Allotments:

When requested, the venue will reserve for Music One LLC (minimum 30 tickets, maximum 60 tickets) within the 1st, 2nd, 3rd & 4th rows on the floor for the Artist's VIP

Package holds. The artist's VIP allotment should include 50% of the allotment in the center section seats and the rest should be pulled from the side sections (best available held for artist). If the artist should choose to release any of these tickets, they can do so until 3 weeks prior to a show or upon notification that a show is close to selling out. If a show is close to selling out, the artist should be notified at which time they will have 72 hours to release any remaining holds without being committed to purchasing the tickets.

An additional 40 tickets should be held in rows 5-15 on the floor for the artists VIP Packages as well. Same ticket hold conditions listed above will apply.

Total VIP Seats would be 70-100 tickets overall.

Robert Cray Band Fan Club Ticketing Services:

In the event the venue is a Ticketmaster contracted venue, please notify Music One LLC so that they may coordinate the pre-sale appropriately with Ticketmaster. Please give a 5 day notice for a Ticketmaster held pre-sale. If notification is sent less than 5 days in advance, the pre-sale may be held on the Fan Club Ticketing Site administered by Music One LLC.

For non-Ticketmaster venues, Music One LLC will provide a ticketing platform to the fan club that is exclusive to fan club members and must be utilized for all fan club and VIP sales. Music One LLC will work with the venue to determine how the purchased fan club tickets will be distributed, either via Will Call at the venue on the night of the show, or Delivery by Music One LLC with a common courier. The venue should make every effort to use Will-Call as the primary mechanism for ticket distribution.

Restrictions:

It is the venue's responsibility to provide any event restrictions associated with each show. Any show that requires a restriction for admission, including, but not limited to, age, school or organizational affiliation, or other characteristics, must be clearly stated by the venue. It is the venue's responsibility to ensure that any and all restrictions are lawful and do not violate any federal, state, or local laws. It is further the venue's responsibility to verify that all customers can be admitted to a show. Music One LLC assumes no liability in connection with the refusal of a venue to grant access to any individual, even if such individual's ticket was administered by Music One LLC via the Fan Club. In no event shall Music One LLC be liable to any third party, pursuant to this Rider or arising from the provision of, or the failure to provide, the Fan Club ticket sales, for any amounts representing loss of profits, loss of data, loss of business, or indirect, consequential, or punitive damages of any third party. Music One LLC's liability in

contract, tort, strict liability or otherwise for direct damages to any third party arising from this Rider or from the provision of the ticket sales by Music One LLC shall be limited to the amount of fees and charges collected by Music One LLC. The venue will be responsible for managing exclusive ticket provider arrangements and the Fan Club ticket allotments provided to Artist and Music One LLC.

Cancellations, Credits & Chargebacks:

If an event is cancelled for any reason and a complete refund must be issued to all buyers, the venue must inform Music One LLC of the cancellation at least twenty-four (24) hours of being notified along with a formal statement to distribute. Unless the event is rescheduled, Music One LLC will refund the ticket face to the purchasing customer. If payments of gross ticket price have been made to the venue, a refund will be required from the venue before customer refunds will be completed.

Fees & Taxes:

Payment to the venue of gross ticket prices will occur approximately 2 weeks after close of the pre-sale or the day of the event, whichever occurs earlier. The venue assumes responsibility for payment of all taxes and facility fees on the gross ticket price submitted to Music One LLC.

ROBERT CRAY BAND TECHNICAL

A.

In house
soundman

Must have all
technical specs
to agree to this

House Sound System - We bring Foh Console on most North America Shows.

1) Analog Console - 40 x channel, Midas XL/Heritage, Yamaha PM 5K or equivalent.
Each channel to have parametric EQ plus sweepable hi-pass filter, PFL and mute switch, insertion point and metering.

Consoles without VCA's are unacceptable

House mix must be set up in STEREO.

Digital consoles : Midas-XLB ,Pro 2,3,6 or 9 / Avid (Digidesign)/ Studer/ Soundcraft Vi for 6/Yamaha M7, 5D, 1D OK

2) Signal Processing

- EQ - two (2) 1/3 octave EQ with +/- 12 db cut/boost - Klark-Teknik (preferred) I&R

- Digital Reverbs - two (2) -Lexicon, TC or Yamaha SPX acceptable.

- Gates & Compressors - 3 gates and 10 compressors (no Behringer or Pre Sonus) ← In House

- Extra EQ's for fills

- CD player

- RCB house mixer shall have access to room EQ at all times

Processing only
TH

3) Front Of House Speakers - in Most instances, Line array preferred. - System must be at least 4-way and capable of 120 db spl at mix position and 110 db at back wall with +/- 3 db spl over 100% of seats. System to be responsive from 40 hz to 18 khz. Center fills as needed.

House system must have subs. Sub's should Not be under the stage

4) Must have adequate power to drive system without distortion.

House mix position shall be not more than 75' from front of stage and positioned house left when at all possible.. Position details to be determined by production manager. Mix platform to be at least 8' wide x 8' deep x 2' high.

B. Monitors

NORMALLY, WE CARRY MONITOR SYSTEM & FOH CONSOLE ON NORTH AMERICA SHOWS - CHECK W/STEVE SELID OR TIM ALLER TO BE SURE!!!

1) Console - (40 channel minimum) , Midas XL, Midas Heritage, Yamaha PM-5000. Each mix to have insertion point, AFL, metering and balanced outputs. Each channel to have 40 db sweep attenuation, at least two (2) bands +/- 15 db semi-parametric EQ, plus hi and low switchable cut/boost, sweepable hi-pass filter, PFL, mute switch, insertion point, metering and cue switch. Cue MUST BE post EQ insertion. Channels must have fader and be able to be pre- or post selectable.
Digital consoles-Midas PRO 2 or better/Didgi design /Yamaha M7-5D -1D/SC-Vi 4 or 6

2) Graphic Equalizer and Cross-over

- EQ - six (6) 1/3 octave EQ with +/- 12 db cut/boost per frequency and balanced in/out. Klark-Teknik or White are acceptable.

- Crossover - seven (7) 2-way. Each shall have 24 db cut filter balanced in/out. RCB monitor mixer shall have access to input and out levels of each.

RCB provides monitors

3) Speakers - eight (8) Matching floor monitors. **NON MATCHING MONITORS ARE NOT ACCEPTABLE**

- Eight (8) floor wedges to have two (2) - 12" speakers or one (1) - 15" speaker each
- Each floor monitor to have 2" compression drivers on a 90 x 40 type horn.
- Speakers to be JBL or TAD (the above includes the cue monitor.)

*in house
Monitors only
TAD*

4) Amplifiers - should have sufficient power for seven (6) bi-amped mixes and one (1) bi-amped cue mix.

5) Signal Processing - Four (4) stereo comp/limiters.

Power: AC - Two (2) 20 amp circuits each with four (4) outlets stage left for monitor system, Two (2) 20 amp circuits each with four (4) outlets up stage center with at least 15' of movement available. One (1) 20 Amp circuit with Four (4) outlets at Foh position. These outlets **MUST** be on the same AC distribution as the PA and a minimum of 20 amps each. This power is for sole use of Robert Cray Band personnel. **ALL AC MUST HAVE ZERO (0) POTENTIAL BETWEEN GROUND AND NEUTRAL. MUST BE 120V/60 CYCLE.**

- Monitor mix position shall be downstage left.
- All mic' line and speaker cable runs in line of foot traffic shall be covered with runner and taped down.
- Clear-com communications between house console, monitor console and stage right to be available for sole use of Robert Cray Band personnel.

To Advance Technical issues please contact

Steve Selid - Production/ Monitors - [REDACTED]

**THE ROBERT CRAY BAND
WORLD TOUR**

SOUND INFORMATION LIST

- WE WILL NEED:**
- 1. SPEAKERS, AMPS, PROCESSING & CABLES TO CONNECT SYSTEM TO OUR CONSOLE AS PER RIDER SPECIFICATIONS.**
 - 2. TWO (2) SOUND TECHNICIANS
1- FOH - FOR SET UP AND TO MIX OTHER ACTS (AS NEEDED)
1 - MON - TO MIX OTHER ACTS (IF NEEDED)**
 - 3. MICS, STANDS AND MIC CABLES FOR ANY OTHER ACTS.**
 - 4. AC - 2-20 AMP CIRCUITS FOR MON
2-20 AMP CIRCUITS FOR BAND
1-20 AMP CIRCUIT AT FOH POSITION (120 volt with quad boxes)
Power should be from audio provider**

**NOTES: FOH POSITION SHOULD BE HOUSE LEFT WHEN POSSIBLE
SUB'S SHOULD NOT BE UNDER STAGE**

- WE WILL HAVE:**
- 1. 2- MIDAS PRO 2 CONSOLES - FOH AND MON**
 - 2. 8 - MONITORS INCLUDING CUE (ALL 2 - 12" X 2" BI-AMPED)**
 - 3. AMPS FOR 5 - MIXES + CUE**
 - 4. MICS, STANDS AND CABLES (FOR RCB ONLY)**
 - 5. 300' CAT 5 SNAKE TO RUN TO FOH**

STEVE SELID - ROBERT CRAY PRODUCTION MANAGER



Please contact to verify that we are traveling with Audio Package !

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

amended rider
THIS AGREEMENT is hereby made a part of the attached contract.

1. INDEMNIFICATIONS. *Producer* 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* *solely* *agents and/or employees.*

2. EXCLUSIVE PERFORMANCE(S). Artist(s) will not *publicly perform within* accept any other engagement for a performance of any kind prior to, or 90 days *prior to* 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 unauthori-* ~~zed~~ 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. *which consent shall not be unreasonably withheld*

3. ~~ARTIST'S~~ WARRANTY. ~~ARTIST~~ *Producer* warrants that ~~AGENT~~ *Producer* has full and current legal authority to act on behalf of Artist. *furnish the services of*

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. *subject to Artist's written approval*

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, *illness or accident to Artist*, civil tumult, strike, epidemic, interruption or delay of transportation service, interruptions of electrical power, other acts of God, or any cause beyond the *reasonable* control of Artist and CenterArts. *(Paragraph 5 is subject to terms of contract/Artist rider)*

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 (as hereunder) and claims from such cancellation. Any breach or anticipatory breach of this Agreement by Artist shall be deemed a material breach. Damages, if any, to be determined by a court of law~~

7. MERCHANDISING PERCENTAGE. CenterArts takes ~~20%~~ ^(10% of CDs/DVDs) _{15%} of gross merchandising receipts (less tax) for this engagement.

8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED ^{illegal} SUBSTANCES ON CAMPUS.

9. ORAL REPRESENTATION AND AMENDMENTS. ^{or Artist rider} No ~~representation~~ ^{amended}, 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~~ ^{← (not attached)} ~~OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET.~~


^{amended} This rider is made an integral part of all agreements.

^{not attached} 10. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, ~~the cost of backstage 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..

11. 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.

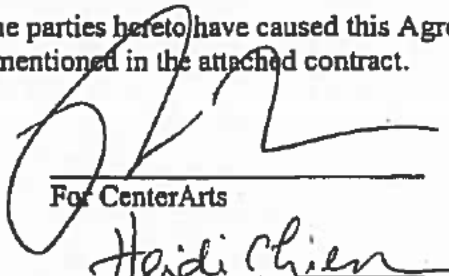
12. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, 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.~~

13. 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.


Digitally signed by Tim Aller
DN: cn=Tim Aller, o, ou,
email=Tim.Aller@entertainment.com, c=US
Date: 2014.07.03 13:44:03
+0700

For Artist Producer

Tax ID/Social Security #


For CenterArts
For University Center

* execution subject to amendments hereto

CENTER ARTS

Technical Information Packet
JOHN VAN DUZER THEATER 7/1/14

CONTACT INFO & MAILING ADDRESS:

CenterArts, Humboldt State University
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707.826.5980, *fax*

SHIPPING ADDRESS:

CenterArts, Humboldt State University
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Arcata, CA 95521

STAFF:

DIRECTOR: Roy Furshpan
Roy.Furshpan@humboldt.edu

EVENT COORDINATOR: Michael Moore Jr.
mgm8@humboldt.edu

TECHNICAL DIRECTOR: Dan Stockwell
danstockwell@humboldt.edu

ADMINISTRATIVE COORDINATOR: Kayla Johnson
carts@humboldt.edu

TICKET OFFICE MANAGER: Jessica Lende
ticket@humboldt.edu

ADVANCE & CREW INFORMATION

The house production staff consists of a mix of professionals, semi-professionals & trained students who are supervised by a full-time Technical Director. All stagehands are non-union.

The Technical Director handles all the advancing for all sound, lighting, and staging needs.

The Event Coordinator handles all the advancing for all hospitality, parking and merchandise needs.

PARKING PERMITS

You must obtain a "service vehicle" parking permit from the CenterArts office to park in or near any loading dock. You must have a "service vehicle" parking permit or a daily permit purchased from a parking services kiosk to park in any general parking space on campus. Parking laws are strictly enforced on campus.

FIRE MARSHALL PARKING CODE

Our State Fire Marshall allows temporary parking in the "red" zones on campus ONLY IF the driver is awake and is in the vehicle. This rule is STRICTLY enforced and patrolled regularly.

TRUCKING RESTRICTIONS

Due to regulations, tractor-trailers are restricted to less or equal to sixty-five (65) feet overall combination length and a maximum 40 feet kingpin-to-rear-axle (KPRA) length on portions of certain California Highways leading to Arcata. For more information regarding the regulations please contact our local California Highway Patrol office at 707.822.5981, or visit:

<http://www.dot.ca.gov/hq/traffops/engineering/trucks/truckmap/truckmap-d01.pdf>

The restrictions take place beginning on Highway 101 heading north at Leggett, CA. In addition, heading west on Highway 299 at Whiskey Town, CA.

The following companies can switch out the longer tractors to shorter ones in order to transport the trailers through the restricted zones. Please note: CenterArts is not affiliated with any of these companies, and it is the sole responsibility of the Artist and its management to procure the means to transport your show to Arcata.

AL LEWIS TRUCKING
1721 Ditty Ave.
Santa Rosa, CA
800.227.5528

STUART CREPS TRANSPORTATION
2940 Sunnygrove Ave.
McKinleyville, CA 95519
707.840.9557 • 707.498.2875

CUSTOMER TRUCK SERVICE
1945 Hilfiker Ln.
Eureka, CA 95503
800.223.1614

EXPRESSWAY TRANSPORT, INC.
P.O. Box 750098
Petaluma, CA 94975
707.763.3503

SHUSTER TRANSPORTATION
750 E. Valley St.
Willits, CA 95490
707.459.4131

ROTBERGS HUMBOLDT ENTERPRISES, INC.
101 Murrish Rd.
Redway, CA 95560
707.923.3440

JOHN VAN DUZER THEATER
Lighting Technical Specifications as of 7/1/14

POWER DISTRIBUTION

- 3 - 200A, 120/208V, 3-phase, 5-wire electrical panel (Cam-Lok or lug connectors) 2 located down stage left, 1 located down stage right.
- 1 - Company Switch: 400A, 120/208V, 3-phase, located down stage right. (Cam-Lok only)
COMPANY SWITCH SHARES 400A POWER WITH HOUSE DIMMERS, please consider this if you are using our house lighting systems with yours.
- 1 - Bus shore power available, 50' run, 50 amp service. We have a 25' extension if needed.

DIMMERS

- 144-2.4k ETC Dimmers (Dimmer per circuit)

LIGHTING CONSOLE: ETC ELEMENT

- Enclosed light booth at the rear of the orchestra seating area (glass does not open) which is 50' from the proscenium.

HOUSE LIGHTS

- House light control is located in the Light Booth. They are on manual faders only; balcony and house fade together, orchestra pit fades separately. Unable to interface house lights to lighting console.

PERMANENT CIRCUIT DISTRIBUTION

- 144 TOTAL circuits are available. All are 20A L5-20 twist-lock except for the upstage floor pockets which are 20A, 2P&G stage pin. As there are only 16 circuits available upstage, please consider the placement of circuits in your plot. (See attached circuit diagram for circuit placement)

FOLLOWSPOTS

- 2 – Lycian Starklite, located in the house at the back of the balcony.

ADDITIONAL LIGHTING EQUIPMENT

- (8) 12'-0" booms (no sidearms)
- Cable, two-fers, and adapters to circuit.
- Gel (primarily Rosco inventory with some Lee) and gel frames
- (2) Mac 2000 Profile
- DF50 Hazer
- Genie electric personal lift with 2'-0" extension bucket (max. platform height 20'-0"). Unable to move lift across stage while raised. Must roll Genie over plywood when moving across Marley.

**We have a backup Genie that we can get from across campus that will roll on Marley. Please advance if you would like us to bring this Genie over.

JVD LIGHTING INVENTORY 7/1/14

<u>Type:</u>	<u>AMT</u>	<u>Wattage</u>	<u>Notes</u>
ETC S4 19'	18	750	Stay in FOH light gallery
ETC S4 26'	18	750	Center Arts owned
ETC S4 36'	20	575	Older instruments
ETC S4 25" - 50" Zoom	4	750	
Extra 19' Barrel	2		
Extra 26' Barrel	5		
Extra 36' Barrel	6		
Extra 50' Barrel	2		
Altman ERS 6x9	18	750	
Altman ERS 6x12	29	750	
Altman ERS 6x16	12	750	
Altman ERS 6x22	12	750	Stay on 3rd Box Booms
Strand ERS 6x4.5	8	750	
Strand ERS 6x9	7	750	
Strand ERS 6x12	5	750	
Beam Projector	16	750	
PAR Can	16	1k	WFL, MFL, or NSP available
Scoop	3	500	
Work Scoops	3	500	
Colortran 4 cell Far Cyc Units	8	1 K	
Cyc Unders 4 cell (Colortran)	8	750	
Selecon HUI Flood	8	500	
ETC S4 Fresnel	16	750	
8" Fresnel (Century)	8	1k	Older instruments
8" Fresnel (Altman)	13	1k	
6" Fresnel (Colortran)	18	750	
6" Fresnel (Altman)	4	750	

FLY SYSTEM

- Single purchase counterweight system
- 48' grid height; 30' TALL DROPS DO NOT FLY OUT OF VIEW!
- Fly rail located stage right; Lock rail at stage level; Pin rail at mid-height; Loading gallery at grid-level.
- Arbor maximum capacity: 1,200 lbs.
- Battens are 50'-0" long and 1.5" in diameter, unless otherwise indicated.
- 3'-0" pipe extenders available

<u>LS#</u>	<u>DIST. FROM PL</u>	<u>DESCRIPTION</u>
1	1'-0"	<u>Projection Screen (permanent)</u>
2	1'-6"	<u>Main Curtain (permanent)</u>
3	2'-8"	<u>Hard Border</u>
4	3'-2"	<u>Legs #1</u>
5	5'-4"	<u>1st Electric (motorized)</u>
6	6'-1"	
7	6'-7"	
8	7'-1"	
9	7'-7"	
10	8'-1"	<u>Border #2</u>
11	8'-7"	<u>Legs #2</u>
12	9'-8"	<u>2nd Electric (manual)</u>
13	10'-8"	
14	11'-2"	
15	11'-8"	
16	12'-2"	
17	12'-8"	<u>Border #3</u>
18	13'-2"	
19	13'-8"	<u>Traveler/Legs #3</u>
20	14'-2"	
21	15'-2"	<u>3rd Electric (manual)</u>
22	16'-2"	
23	16'-8"	
24	17'-2"	
25	17'-8"	
26	18'-2"	<u>Border #4</u>
27	18'-8"	<u>Legs #4</u>
28	20'-4"	<u>4th Electric (manual)</u>
29	21'-2"	
30	21'-8"	
31	22'-2"	
32	22'-8"	
33	23'-2"	
34	23'-8"	<u>Border #5</u>
35	25'-0"	<u>Legs #5</u>
36	25'-6"	<u>Black Scrim</u>
37	26'-0"	
38	26'-6"	

...continued on next page

39	27'-0"	Border #6
40	N/A	Dead pipe
41	29'-9"	5 th Electric (motorized pipe)
42	30'-0"	(motorized pipe)
43	30'-8"	
44	31'-8"	Legs #6
45		SL onstage tab
46		SL offstage tab
47	33'-1"	Black Out Drop
48		SR onstage tab
49		SR offstage tab
	33'-5"	Back wall (Cyc wall)

FLYRAIL NOTES

- Line set #3 is a 2" diameter pipe
- The 1st Electric is a motorized light bridge, 47'-4" long, with a maximum out trim of 25'-4"
- The 2nd Electric is 42'-0" long with a max out trim of 39'-7"
- The 3rd Electric is 42'-0" long with a max out trim of 37'-7"
- The 4th Electric is 48'-7" long with a max out trim of 38'
- Line set #41 is 53'-10" long, 2" in diameter & motorized
- Line set #42 is 53'-4" long, 2" in diameter & motorized
- The onstage tabs (line sets 45 & 48) are 7'-10" offstage from proscenium edge perpendicular to the other battens and run from the 1st electric to the 4th electric
- The offstage tabs (line sets 46 & 49) are 10'-2" offstage from proscenium edge perpendicular to the other battens and run from the 1st electric to the 4th electric
- The back wall is used as a cyc and is slightly light blue in color

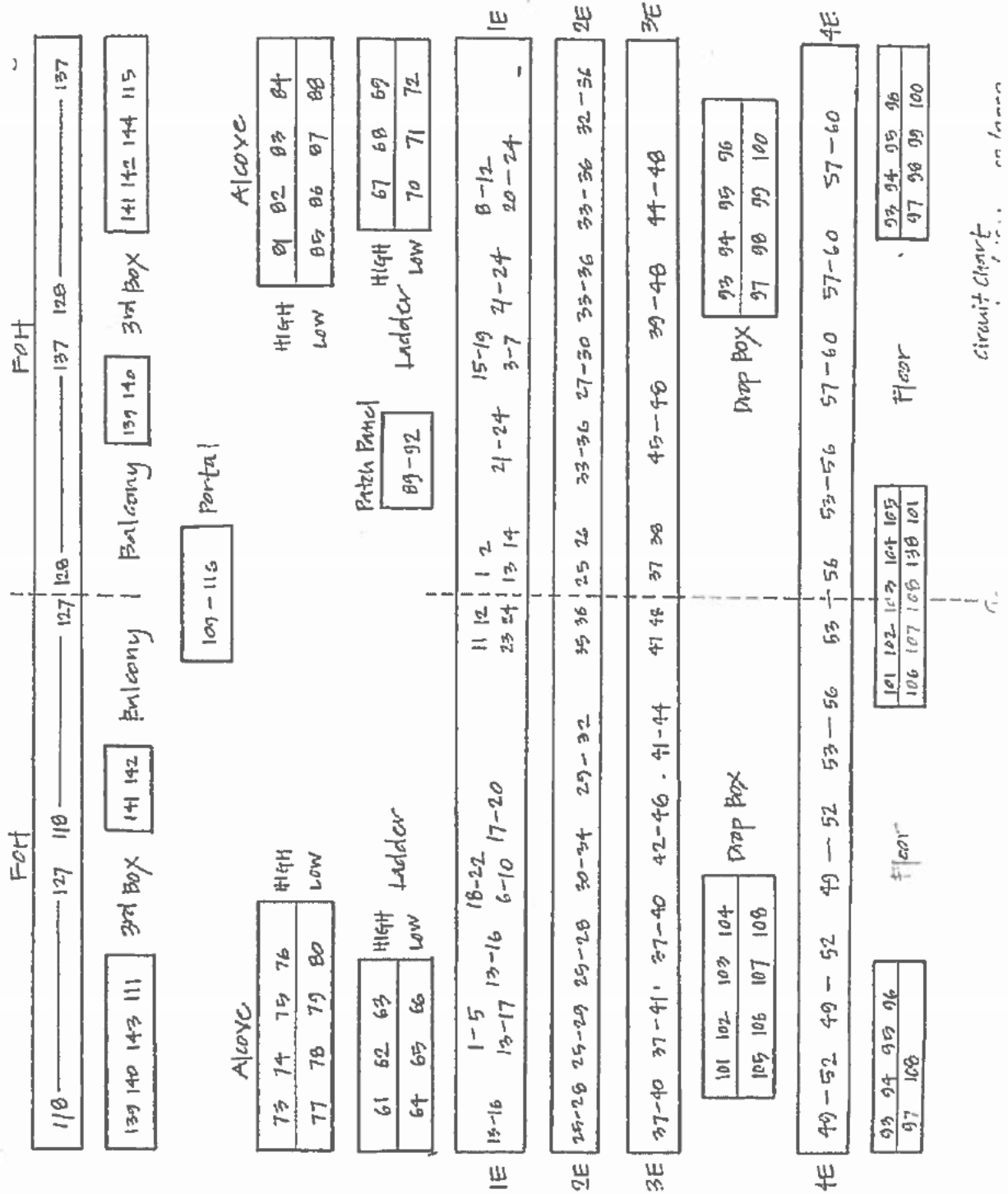
SOFT GOODS

- Main curtain is red; able to travel and guillotine.
- 6 sets of Musson black velour legs with fullness—12'-0"(w) x 24'-0"(h)
- 5 Musson black velour borders with fullness—50'-0"(w) x 9'-8"(h)
- 1 Musson black velour traveler with fullness—40'-0"(w) x 24'-0"(h)
- 1 blackout velour drop with fullness & split in the middle
- 1 black scrim—40'-0"(w) x 20'-0"(h) good condition
- 1 black scrim—40'-0"(w) x 24'-0"(h) fair condition (few small repaired rips, no bottom pipe pocket)
- 1 white scrim—40'-0"(w) x 20'-0"(h) older, fair condition...

NOTE: The maximum batten trim is 47'-9" and proscenium height is 20'-0", therefore any soft good over 27'-9" in height will be in audience sightlines even at max. trim! This includes both of our scrims and our traveler since it hangs from a track. We have 5 Met Clips to "trip" drops if needed.

JVD HOUSE LIGHTING CIRCUIT MAP 7/1/14

*JUST ADDED - Portal Circuits (109-117) are doubled at Patch Panel DSR



JOHN VAN DUZER THEATER
Audio Technical Specifications as of 7/1/14

MAINS:

JBL VRX932LAP. 5 boxes per side flown at the proscenium as a stereo pair. 4 Meyer CQ's (2-CQ1's and 2-CQ2's) Are added on the deck as side/orchestra fills

FRONT FILLS:

2 - Meyer UPM

SUBS:

4 – JBL MRX518 (single 18" per box)

MONITORS:

10 - JBL SRX712M (7 can be bi-amped w/ Crown xti4000 amps)

4 - JBL TR105 (15", passive only, powered with QSC1310 amps)

CONSOLES:

Yamaha PM3500-52	[52 channels, 8 Aux, 8 groups]
Soundcraft Spirit Monitor	[40 channels x 12 mixes]
Soundcraft Delta	[32 ch, 4 aux (2 pre/2 post), 4 groups]
Mackie 1604VLZ	[16 channels, 4 aux (2pre/2post)]

PROCESSING:

5 Klark-Teknik DN360B EQ (4 in MON rack, 1 in FOH rack)

DBX Drive Rack PA+

Yamaha SPX90II	2 – DBX 1066 – 2 ch. Comp/gate
Lexicon MX200	PreSonus ACP88 - 8 ch. Comp/gate
TCElectronic D2	TCElectronic M-one

MICROPHONES:

8 - SM58	1 - Audix i-5
6 - SM57	2 - Audix D-2
4 - SM81	1 - Audix D-4
2 - AKG414 (Stereo matched pair)	1 - Audix D-6
	2 - Audix SCX1-C
1 – PZM floor mic	1 - Audix SCX1-HC
1- Barcus Berry Piano Pickup	2 – Sure ULX SM58 wireless handheld

NOTES:

FOH position will be on flat 8'x12' audience area.

Slightly off center, it is at the back of orchestra level, 50' from main speakers. No overhanging balcony. 90' to back of balcony from main speakers. Orchestra lift is seated, approx. 800 total audience capacity.

SOUND LEVEL LIMITS

CenterArts follows the Occupational Safety & Health Administration regulation standard 1910.95(a) for sound level limits. We have a Db meter at the FOH sound mixing position to help your engineers stay within these limits.

OSHA 1910.95

Protection against the effects of noise exposure shall be provided when the sound levels exceed those shown in Table G-16 when measured on the A scale of a standard sound level meter at slow response. When noise levels are determined by octave band analysis, the equivalent A-weighted sound level may be determined as follows:

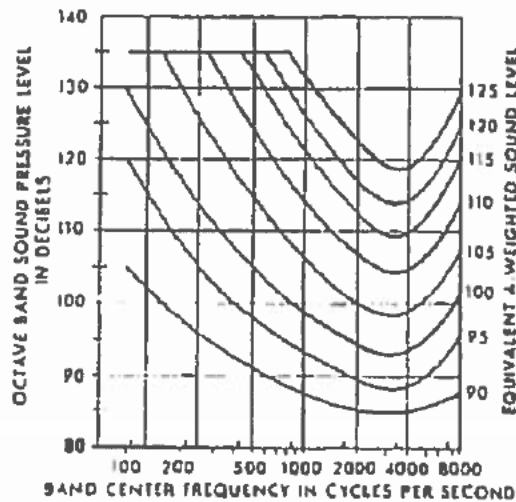
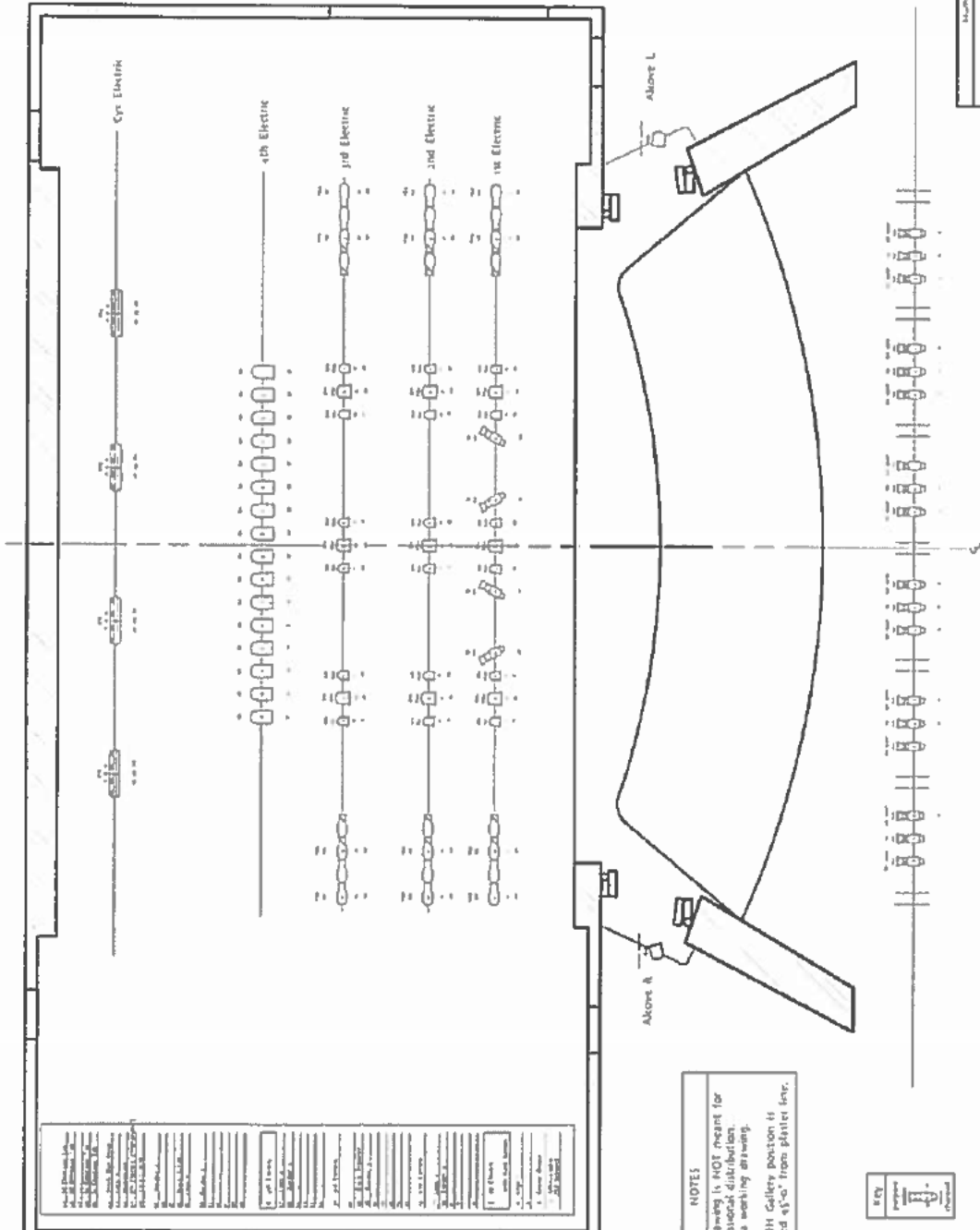


FIGURE G-9

Equivalent sound level contours. Octave band sound pressure levels may be converted to the equivalent A-weighted sound level by plotting them on this graph and noting the A-weighted sound level corresponding to the point of highest penetration into the sound level contours. This equivalent A-weighted sound level, which may differ from the actual A-weighted sound level of the noise, is used to determine exposure limits from Table 1.G-16.

TABLE G-16 - PERMISSIBLE NOISE EXPOSURES (1)

Duration per day, hours	Sound level dBA slow response
8	90
6	92
4	95
3	97
2	100
1 1/2	102
1	105
1/2	110
1/4 or less	115



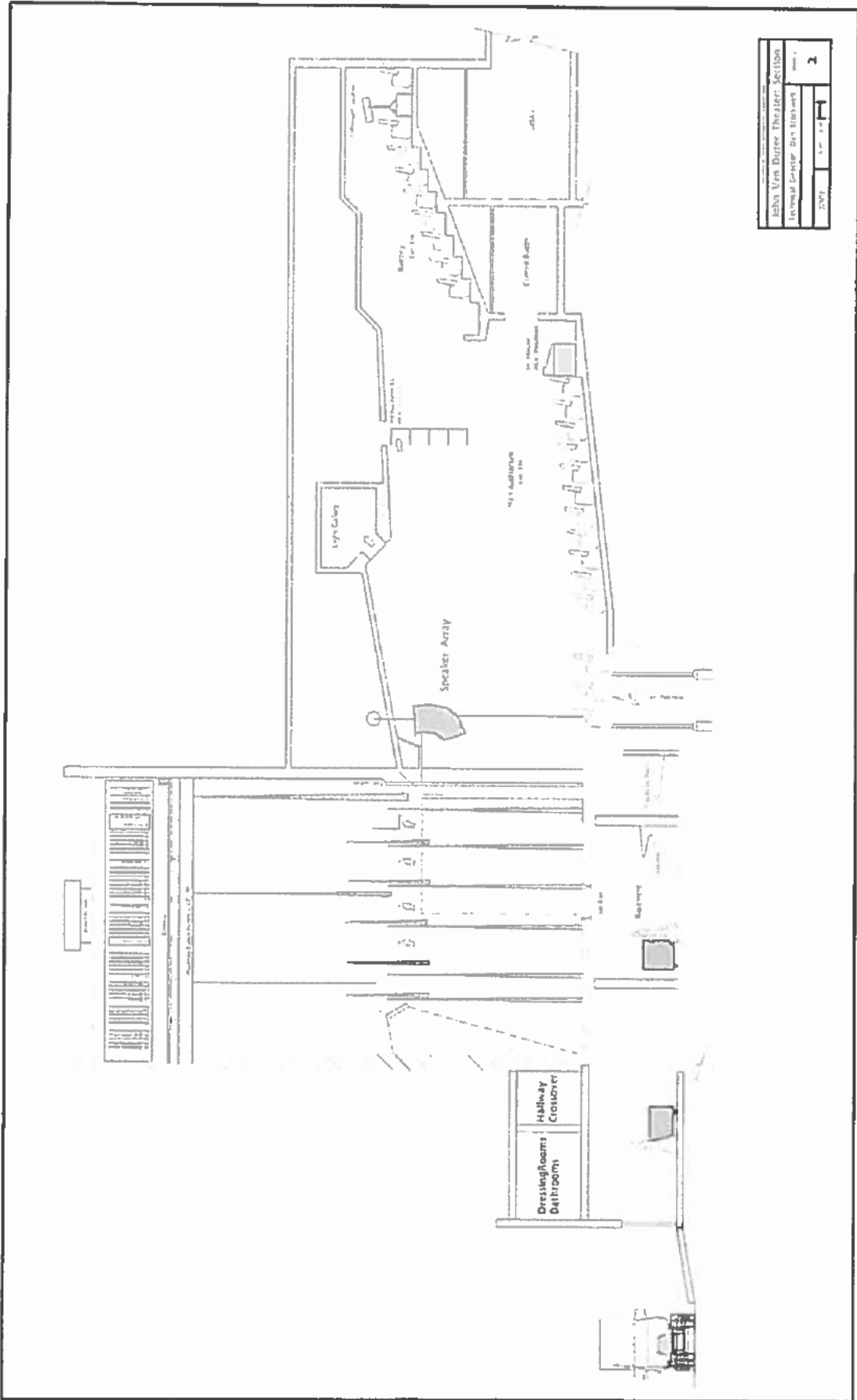
INSTRUMENTS	
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	3/4"
	1"
	1 1/2"
	2"
	3"
	4"
	6"
	8"
	10"
	12"
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	60"
	72"
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	192"
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	216"
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	2940"
	2952"
	2964"
	2976"
	2988"
	3000"

John Van Duzer Theater: PLAN	
Technical Director	Dan Stockwell
Drawn By	Greta Stockwell
Date	7/1/73
Scale	1/8" = 1'-0"
Sheet #	1

NOTES

1. This drawing is NOT meant for professional distribution. It is a working drawing.
2. The FOH Gallery position is located 45'-0" from plaster line.





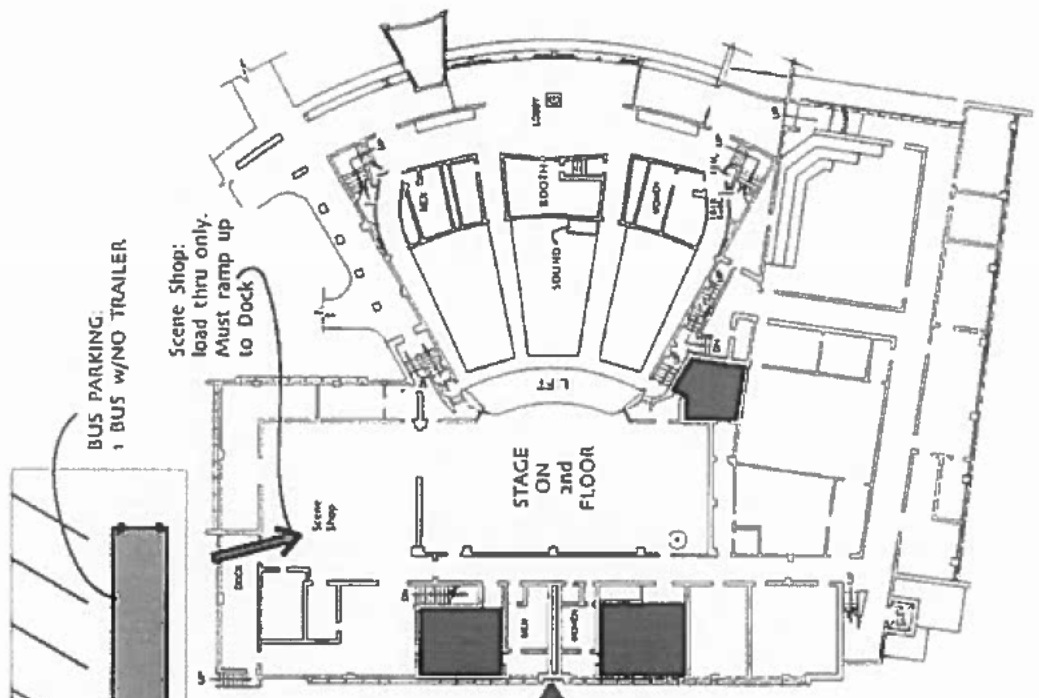
Jasha Von Butzer Theater: Section	
Technical Drawing: 2nd Floor Plan	
DATE:	1.11.2011
SCALE:	1:100
PAGE: 2	



CENTERARTS JOHN VAN DUZER THEATER

- Available Backstage Rooms only
- Lift is always seated
- Storage in back hall or basement only

VAN DUZER THEATRE	
SEATING	316
BALCONY	
FIRST FLOOR	304
REAR LOBBY	52
TOTAL	672



Trucks may stage in fire lane on Laurel Drive.
All drivers must stay with the vehicles awake and alert until released by university staff

50A shore power

Back out thru lift from the south lot

LOADING ZONE:
NO PARKING

Back into Sequoia Ave