

THE WOOD BROTHERS | Van Duzer Theatre | Arcata, CA | Mon, Jan 25, 2016

Agent: Kevin Kastrop | KKastrop@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Tuesday, October 13, 2015 by and between THE WOOD BROTHERS TOURING, INC. F/S/O THE WOOD BROTHERS ("ARTIST COMPANY"), which shall furnish the services of THE WOOD BROTHERS ("ARTIST"), and CENTERARTS/HUMBOLDT STATE UNIVERSITY ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement.

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

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

1. ENGAGEMENT / VENUE:

VENUE: Van Duzer Theatre
ADDRESS: Humboldt State University 1 Harpst Street
Arcata, CA 95521
United States
SUPPORT: LIZ VICE
DATE OF SHOW(S): Monday, January 25th, 2016
DOORS: 7:30PM
SUPPORT: 8:00PM
ANNOUNCE: 09.28.2015 Mon
PRE-SALE: 09.21.2015 Mon
ARTIST TIME: 8:50PM
ON SALE: 10.02.2015 Fri
CURFEW: 12:00AM
AGES: All Ages

2. COMPENSATION:

\$ 5,000.00 guaranteed to ARTIST (the "Guarantee").
PLUS 85% of the Gross Box Office Receipts after all approved and documented expenses and a promoter profit of 15% on expenses.
PURCHASER to pay \$300 In-Ear Monitor Buyout directly to ARTIST.

3. PAYMENT TERMS:

PURCHASER shall pay a deposit in the amount of \$ 2,500.00 to PARADIGM TALENT AGENCY no later than Tuesday, December 1, 2015.

All deposits shall be payable by either bank wire to:



Or by cashier's or certified check payable to PARADIGM ESCROW ACCOUNT and delivered to Paradigm Talent Agency at:

404 West Franklin St
Monterey, CA 93940

The balance of the Guarantee shall be paid to and in the name of ARTIST COMPANY by cash or cashier's check not later than the evening of the Engagement. If the percentage of gross ticket receipts exceed the Guarantee, the overage amount due shall be paid in full to ARTIST COMPANY in cash or by cashier's check or bank wire (as designated by ARTIST COMPANY) immediately following the Engagement.

4. PRODUCTION:

PURCHASER to provide and pay for House Sound and Lights, approved by ARTIST.

5. OTHER PROVISION(S):

SUPPORT: PURCHASER to pay Support Act, LIZ VICE \$500.00.
WITHHOLDING TAX: ARTISTS earnings subject to 7.0% State of CA Withholding Tax.



THE WOOD BROTHERS | Van Duzer Theatre | Arcata, CA | Mon, Jan 25, 2016

Agent: Kevin Kastrop | KKastrop@paradigmagency.com

6. **BILLING:**

100% Headline
THE WOOD BROTHERS to close/ LIZ VICE to support/

7. **TICKET SCALING AND PRICES:**

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL
General Admission	812	-	25.00	20,300.00
Student	0	-	10.00	0.00
CAP: 812	TOTALS:	812	0	\$ 20,300.00
SCALING NOTES	ARTIST to receive 30 comps.			

GROSS POTENTIAL

8. **EXPENSES:**

EXPENSE	DESCRIPTION	TOTAL
Artist	THE WOOD BROTHERS	5,000.00
Support	LIZ VICE	500.00
Lights	-	750.00
Sound	-	1,500.00
Security/Ushers	-	750.00
Advertising	-	1,500.00
Hospitality	-	750.00
Credit Card %	3%	660.00
Van Rental	-	150.00
Runner	-	95.00
Stagehands	-	750.00
Rent	-	725.00
Box Office Admin	-	500.00
Production Buyout	In-ear monitors	300.00
		\$ 13,930.00

EXPENSES

9. **MERCHANDISE:**

80% SOFT.
90% RECORDED.
VENUE sells.



THE WOOD BROTHERS | Van Duzer Theatre | Arcata, CA | Mon, Jan 25, 2016

Agent: Kevin Kastrup | KKastrup@paradigmagency.com

10. **CONTACT DETAILS:**

ARTIST: **THE WOOD BROTHERS**
The Wood Brothers Touring, Inc. f/s/o The Wood Brothers
189 Franklin Street
Suite 294
New York, NY 10013
212-925-6458

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

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

MARKETING CONTACT: **CenterArts/Humboldt State University**
1 Harpst Street
Arcata, CA 95521
707-826-3928
roy.furshpan@humboldt.edu
Michael Moore
707-826-3928
mgm8@humboldt.edu

TICKET COUNT CONTACT: **CenterArts/Humboldt State University**
1 Harpst Street
Arcata, CA 95521
707-826-3928
roy.furshpan@humboldt.edu
Jessica Lende
707-826-3928
jess.ca.lende@humboldt.edu

11. **ATTACHMENTS:**

PURCHASER shall fully comply with and abide by all of the terms and conditions set forth in ARTIST’S RIDER, attached hereto and incorporated herein by this reference, at PURCHASER’s sole cost.

The ADDITIONAL TERMS attached hereto form a part of this Agreement and are incorporated herein by this reference.

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

PURCHASER

ARTIST

Roy Furshpan
CenterArts/Humboldt State University
1 Harpst Street
Arcata, CA 95521
E-Mail Contract To: roy.furshpan@humboldt.edu

Elizabeth Penta
The Wood Brothers Touring, Inc. f/s/o The Wood Brothers
189 Franklin Street
Suite 294
New York, NY 10013
212-925-6458

By _____

By _____

Its _____

By _____

Its _____

THE WOOD BROTHERS | Van Duzer Theatre | Arcata, CA | Mon, Jan 25, 2016

Agent: Kevin Kastrop | KKastrop@paradigmagency.com

ADDITIONAL TERMS AND CONDITIONS

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

WOOD BROTHERS CONTACT SHEET


Production/ Tour Manager

Daniel Ramirez



Merchandise

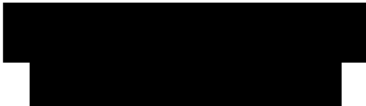
Madison Lyle



Publicity

Shore Fire Media

Dani Frank



Booking

Paradigm Agency

Lynn Cingari


lcingari@paradigmagency.com




Management

Emcee Artist Management

Liz Penta



Jennifer Fife



The Wood Brothers

Rider 2015

This rider forms an integral part of the contract to which it is annexed.

EQUIPMENT AND ACCESS

Promoter agrees to provide, a minimum of 2 [two] competent people to assist the road crew with Artist's equipment, plus access to venue and sound system at least 4 hours before doors are scheduled to open.

LOCAL TRANSPORT REQUIREMENTS:

1 x 9 passenger van with ample luggage space, On arrival day (if prior to show day) and departure day for airport pick up & delivery and transport to hotel. On show day to shuttle between hotel and venue. All transport arrangements will be advanced prior to arrival date by tour manager.

TOURING PARTY 3 PEOPLE

3 MUSICIANS, 1 SOUND ENGINEER, 1 MERCH SELLER

SHOW TIMES AND SET LENGTHS

The Wood Brothers are required to perform no longer than one 90 minute set.

HOTELS

All Hotel rooms must be provided in a minimum 4 star hotel centrally located in town with shops, restaurants etc. **5 KING SIZE ROOMS** with king size beds. All rooms must be **NON-SMOKING** and must have **HIGH SPEED INTERNET ACCESS IN EACH ROOM**, and must be located in a quiet part of the building.

ROOMING LIST

Chris Wood
Oliver Wood
Jonathon Rix
Daniel Ramirez
Merch seller - TBD

****Please have a rooming list printed for each member of the band and crew upon check-in.

DRESSING ROOM

Promoter agrees to provide for Artist's use, one clean and lockable dressing room, with power point, sink, hot and cold running water suitable for ten (10) people and four (4) clean dry towels. The dressing room should have direct access to the stage without having to go through the audience and nearby toilet facilities.

PRODUCTION OFFICE

A separate room should be made available to the Artist's tour and production managers. This room should be equipped with a phone and power sockets.

GUEST LIST

It is agreed and understood that the Artists will receive a guest list of TWENTY (20) names, which will be provided on the day[s] of performance[s]. If venues are seated, Artist's complimentary tickets will be for seats located within the first 15 rows in the center of the auditorium.

BOX OFFICE

It is agreed and understood that should the Artist's fee be based on a percentage of the box office receipts, then a representative of the Artist's shall have access to the box office and box office receipts at all times.

VIDEO AND/OR AUDIO TAPING AND CAMERAS

Cameras must not be allowed. Persons wishing to videotape or take photos of the performance must first obtain permission from the ARTIST or representative and must acquire a signed waiver prior to taping. Persons wishing to audiotape the performance may be granted permission providing they use a microphone set up and are to set up next to or behind the FOH board. SOUNDBOARD RECORDINGS ARE NOT ALLOWED.

MERCHANDISE

House will provide a seller for Artist upon Artist's request. The cost of CDs to the Artist is very expensive, therefore we request that the venue does not take a percentage of CD sales. If required, the Artist agrees to pay the venue 10% on sales of soft goods.

CONTACT INFORMATION

Production/ Tour Manager

Daniel Ramirez
[REDACTED]

Publicity:
[REDACTED]

Management:

Emcee Artist Management

Liz Penta
[REDACTED]

Jennifer Fife
[REDACTED]

The Wood Brothers Hospitality Rider 2015

The purchaser agrees to provide a \$20 per person buyout for five (5) people made available at sound-check, plus three (3) menus from local restaurants of the healthy variety. In the event that it is not possible to provide a meal buyout, the purchaser must provide fresh hot meals for five (5) people made available immediately after sound-check. Meals should consist of salad, a hot vegetarian entree, a hot non-vegetarian entree, fresh vegetables, whole wheat bread and a fresh dessert. **Artist's representative must approve menu in advance.**

The purchaser agrees to provide the following rider in the backstage area upon artist arrival:

Note- all of these items can be found at your local health food store or co-op. Examples are Whole Foods, Wild Oats, Earth Fare, Fresh Fields, Wellspring Grocery

BEVERAGES

- 1 bottle of Bourbon – Makers Mark (500 mL or 750mL)
- 1 six-pack of Lagunitas Pils, a Czech Style Pilsner. (Stella Artois or Pilsner Urquell also OK)
- 1 six-pack of local beer (preferably a lighter beer, like a Wheat, Lager or Ale - not IPA or dark beer)
- 8 unflavored coconut waters – (Taste Nirvana is our fave in case you see it)
- Hot water kettle and assortment of teas
- 6 one liter bottles of water (VOLVIC PREFERRED, or Poland Spring, NO Dannon, NO Dasani, No Aquafina) **DO NOT ICE!**
- 1 case of 500mL bottles of water (brands as above)

FOOD

- 1 bag of ORGANIC SALTED corn chips
- 1 container of fresh salsa fresca or chipotle salsa
- 1 ripe ORGANIC avocado
- 1 jar of ORGANIC Almond Butter (creamy preferred) (*only on Mondays, Wednesdays, Fridays and Sundays*)
- 1 loaf whole wheat bread (*only on Mondays, Wednesdays, Fridays and Sundays*)
- 1 small jar of raw honey (local if possible) (*only on Tuesdays, Thursdays and Saturdays*)
- 1 small jar of organic blueberry, raspberry or blackberry preserves (*only on Tuesdays, Thursdays and Saturdays*)
- 4 ripe ORGANIC bananas
- 1 box of ORGANIC whole wheat crackers
- 1 container ORGANIC berries
- 1 small bag ORGANIC carrots
- 1 container of ORGANIC hummus / no high fructose corn syrup
- 1 bar of good dark chocolate (**NOT Hershey's**, either Newman's, Sharfenberger, etc.)
- 1 anything cool, local, fun that you want to spoil us with!

OTHER STUFF

- 5 medium size towels for stage
- 8 tall glasses for dressing room- **try not to buy!**
- 8 Napkins – cloth preferred!
- 5 small plates (REAL plates – no paper or plastic) **try not to buy!**
- Silverware for five people - **try not to buy!**
- Cutting board & Knife **try not to buy!**

PLEASE CONTACT TOUR MANAGER PRIOR TO SHOPPING FOR SPECIFIC DETAILS

PLEASE put Ice for drinking in a separate container, NO PLASTIC CUPS PLEASE! Also please provide silverware with plates. NO PAPER OR PLASTIC! Try not to buy - get from house! Please have a cutting knife, bread knife & cutting board available- **do not buy!!!!**

Contact:
Daniel Ramirez

The Wood Brothers

Backline Requirements 2015

DRUMS

(1) 4-piece Ludwig, Gretsch, Rogers, Sonor or Slingerland Drum Kit

Pre 1970's vintage kit strongly preferred. Please no DW. Maple only, no birch.

- **Kick** – 20" preferred (22" is acceptable)
- **Snare** – 14"x 6.5" preferred (wood)
- **Rack Tom** – 12"
- **Floor Tom** – 16"
- **Misc** - Kick pedal, Hi-Hat stand, 2 cymbal stands, snare stand, round drum throne (no bicycle seat), drum rug.
- **Heads** – Snare and Tom: *Remo coated Ambassador or similar single ply coated head*
Kick: *Remo coated Power Stroke 3 batter head or similar single ply coated head*
- **Cymbals** – Zildjian K series > 20" ride, 16" crash and 14" hats (all thin, the older the better)
- **Percussion** – Hi-Hat tambourine, cowbell, bass drum mount for cowbell

BASS

- **(1) GK 800rb or 400rb head** – with appropriate power cable and speaker cable
- **(1) SWR 4x10" Goliath or Hartke 4x10" (or 2x10") cabinet** – or similar
Note : bass rig should be on stand, case, stool or table, raised approx. 3 feet

GUITAR

- **(2) Fender Champ, Princeton, or Deluxe amp** – or similar (no Twins or Supers)
- **(2) Ultimate GS-1000 Guitar Stands** or similar

Please direct all inquiries to Daniel Ramirez



Thank you for your help and for reading the above thoroughly!!

CH	INPUT	MICROPHONE/D.I.	STAND	FOH INSERT	+48V
1	Kick	AKG D112	Short Stand	Comp	
2	Snare Top	Shure SM57	Short Boom	Comp	
3	Snare Bottom	Sennheiser 904		Comp	
4	Hat	Shure SM57	Short Stand		
5	Rack	Sennheiser 904		Comp	
6	Floor	Sennheiser 904		Comp	
7	Overhead	Earthworks SR30	Tall Boom		Yes
8	Overhead	Earthworks SR30	Tall Boom		Yes
9	Jano Vocal (Drums)	Shure Beta57A	Tall Boom	Comp	
10	Shuitar DI	LR Baggs Para DI		Comp	Yes
11	Shuitar Mic	Shure SM57	Claw		
12	Shuitar Vocal (C)	Shure Beta57A	Tall Boom	Comp	
13	Upright Bass DI 1	Radial J48		Comp	Yes
14	Upright Bass DI 2	Radial JDI			
15	Upright Bass Mic	DPA 4099			Yes
16	Chris Vocal (SR)	Sennheiser 835	Tall Boom	Comp	
17	Acoustic Guitar DI	Radial JDI		Comp	
18	Elec. Guitar Mic - Kay	MG M900	Z-bar	Comp	Yes
19	Elec. Guitar Mic - Champ	Sennheiser 421	Short Stand	Comp	
20	Oliver Vocal (SL)	Shure KS57	Tall Boom	Comp	Yes
21	Oliver Vocal Y-channel	Y from Vox Ch 21		Comp	
22	Downstage Center Mic	Neumann TLM49	Med Straight		Yes

* We carry all mics, DI's and XLRs. (If it's not a fly date.)

** Please provide three guitar stands.

Production Contact:

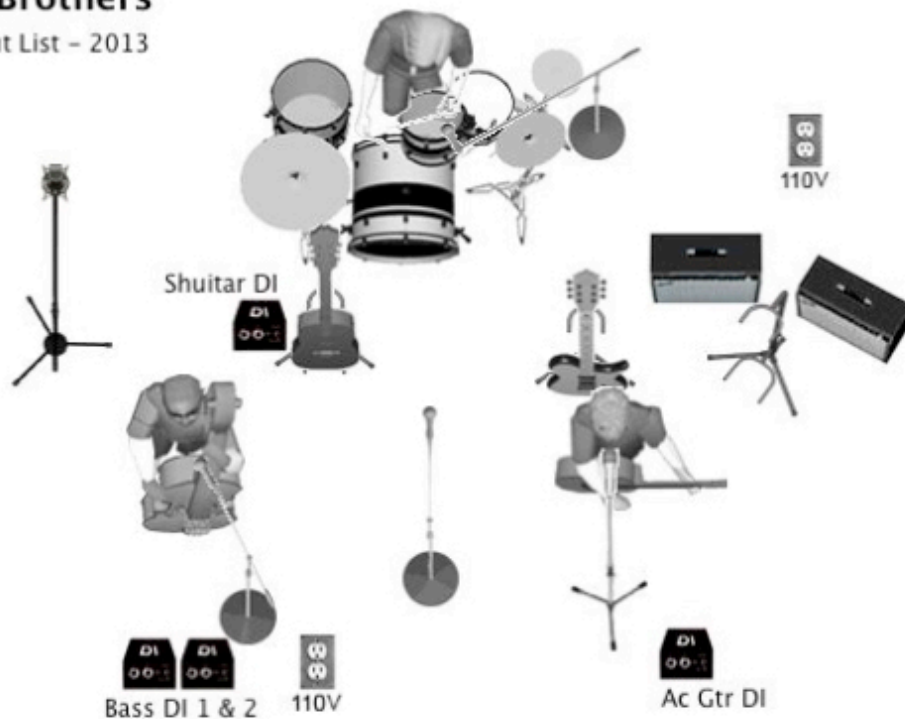
Daniel Ramirez



The Wood Brothers 2015 Stage Plot

The Wood Brothers

Stage Plot & Input List - 2013



1. Kick
2. Snare Top
3. Snare Bottom
4. Hat
5. Rack
6. Floor
7. OH (SR)
8. OH (SL)
9. Jano Vox (Drums)
10. Shuitar DI (C)

11. Shuitar Mic (C)
12. Shuitar Vox (C)
13. Bass DI 1 (DSR)
14. Bass DI 2 (DSR)
15. Bass Mic
16. Chris Vox (SR)
17. Acoustic Gtr DI (DSL)
18. Elec Gtr 1
19. Elec Gtr 2
20. Oliver Vox (SL)

21. Oliver Vox (Y @ FOH)
22. Downstage Center Mic