

JNIVERSITY RIDER IS MADE AN INTEGRAL	
PART OF THIS AGREEMENT	

236 West 27th Street New York NY 212.633.2600 Fax 212.633.1818

Agreement made this 5th day of May , 2014

Offer Sheet Control # 22653

between Swamp Family Music, LLC f/s/o Tedeschi Trucks Band (hereinafter referred to as "ARTIST") and CenterArts by Roy Furshpan, Director (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the ARTIST and the ARTIST nereby egrees to posterior and Conditions".

Buyer(s): Roy Furshpan 707-826-4411 / roy.furshpan@humbolt.edu The PURCHASER hereby engages the ARTIST and the ARTIST hereby agrees to perform the engagement hereinafter provided, upon all of the terms

2. Place of Engagement: Van Duzer Theatre

Local Contact: Michael Moore 707-826-3928

mgm8@humboldt.edu

Exact Address:

Humbolt State University

Arcata, CA 95521

Technical Contact: Dan Stockwell

daniel.stockwell@humbolt.edu

3. Show Length:

One (1) approximately 90-150 minute set, inclusive of encore(s), if applicable.

BackstageHail: 707.826.3928

8:05 PM

4. Sound check per tour manager.

Doors Open: 7:30 2:00 PM

On Stage:

12:00 AM

4. Sound check per tour manager.

8:00 PM Curlew: 12:00 An 5. Full Price Agreed Upon: \$45,000.00 flat guaranteed plus an additional \$3,500.00 for Artist supplied sound equipment. Additionally,

Purchaser shall provide and pay for catering and hospitality; lighting, local production and all other show costs; ALL the forgoing as per and to comply with Artist's specifications, Artist's Rider, and/or Artist's Representative.

ALL MONIES IN US DOLLARS EXCEPT WHERE INDICATED.

IN-HOUSE SOUND, LIGHTS & PRODUCTION

ALL PAYMENTS BY UNIVERSITY CHECK

All payments shall be paid by certified official money order, bank draft, bank wire transfer or cash as follows: (a) \$0.00 as a non-refundable deposit, shall be paid by PURCHASER to and in the name of ARTIST'S agent,

ENTOURAGE TALENT ASSOCIATES, LTD., for the ARTIST to be received not later than: SIGNED CONTRACT, ADDENDUM "A", DEPOSIT WAIVER, & ARTIST'S RIDER DUE NO LATER THAN MONDAY, SEPTEMBER 15th, 2014.

(b) \$45,000.00 + \$3,500.00 shall be paid by PURCHASER to ARTIST and received not later than: PRIOR TO PERFORMANCE, EVENING OF ENGAGEMENT, IN CASH OR CERTIFIED CHECK ONLY PER TOUR MGR. University -

(c) Additional payments, if any, shall be paid by PURCHASER to ARTIST and received not later than: N/A

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

UNIVERSITY CANNOT PAY DEPOSITS

PURCHASER shall first apply any and all receipts derived from the engagement herein to the payments required hereunder. All payments shall be made in full without any deductions whatsoever. \$60,900.00 Gross Potential:

Average Ticket Price:

6. Scale of Admission (capacity): 812 812 General Admission Seats @ \$75.00

Tax Rate

\$ 0.00

Student tickets available @ \$35.00

\$75.00

Season discounts may apply

(10%-30%)

Season discounts (10% - 30% may apply)
ALL AGES / 20 ARTIST COMPS (10 Seats / 10 SRO)

Net Potential:

\$60,900.00

PLUS an additional 20 SEATS to be held for Artist's purchase. 7. Billing:100% Sole Star and Artist to perform entire show, "Tedeschi Trucks Band" *

8. Other Acts: None.

9. PURCHASER to provide and PURCHASER to pay for sound and lights to meet with ARTIST'S specifications.

10. Should inclement weather render performance impossible or not feasible, ARTIST shall nevertheless be paid full compensation as provided herein.

11. Merchandising Artist to retain 90% of the Gross Revenues (less applicable taxes, if any) derived from the sale of Artist's Recorded merchandise. Artist to retain 80% of the Gross Revenues (less applicable taxes, if any) derived from the sale of Artist's Non-Recorded merchandise. Venue to sell. 12. SEE ADDENDUM "A" FOR ADDITIONAL TERMS AND CONDITIONS.

(Purchaser) CanterArts

hpan_Director By: Ro

(Arlist) Swamp Family Music, LLC f/s/o Tedeschi Trucks Band

BV mbo State University

cata CA 95521 Return all signed copies to agent: c/o ENTOURAGE TALENT ASSOCIATES, LTD.

707-826-4411 FAX: 707-826-5980 ISSUING AGENT: Nathaniel Marro / VI

The above signatures confirm that the parties have read and approve each and all of the "Additional Terms and Conditions" set forth on the reverse side hereol. ARTIST'S rider attached herelo is herewith made part of this contract.

The parties hereto acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:

1-PURCHASER agrees to furnish, as a cost of the show, all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by ARTIST, at rehearsal therefore, including a suitable theatre, hall or auditorium, well-heated, lighted, clean and in good order, stage curtains, properly tuned grand piano(s) if required, industry standard, state of the art public address and lighting systems, in perfect working condition including microphone(s) in number and quality required by ARTIST and comfortable, lighted dressing rooms; all stagehands, stage carpenters, electricians, electrical operators and any other labor as shall be necessary and/or required by any national or local union(s) to take in, hang, work and take out the entertainment presentation (including musical performing rights licenses); special police, ushers, ticket sellers for advance or single sales (wherever sales take place), ticket takers; appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary expenses in connection therewith. PURCHASER agrees to pay all amusement taxes. PURCHASER agrees to comply with all regulations and requirements of any national or local union(s) for and in connection with this engagement and rehearsals therefore; ARTIST shall have the right to name the local music contractor and to approve the choice of musicians hired locally.

2-ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, included, 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 performing personnel. ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar beyond ARTIST'S control.

3-PURCHASER shall not have the right to broadcast or televise, photograph or otherwise reproduce the performances hereunder, or any part thereof. PURCHASER shall not have the right to assign this agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that ARTIST shall be liable to 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 this authority to do so, and such person hereby personally assumes liability for the payment of said price in full.

4-PURCHASER agrees that the ARTIST shall receive top billing in 100% type in all advertising and publicity issued by or under the control of the PURCHASER in regard to the engagement hereunder, (unless otherwise instructed in this agreement).

5-PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of ARTIST. Free admissions, if any, (except for local press) shall be subject to ARTIST'S prior written approval. In the event that payment to ARTIST shall be based in whole or part on receipts of the performance(s) hereunder: (a) the scale of ticket prices must be submitted to and approved by ARTIST in writing before tickets are ordered or placed on sale; (b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each such performance within two hours following such performance; and (c) ARTIST shall have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from box office records of PURCHASER relating to gross receipts of this engagement only.

6-If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. In the event that PURCHASER does not perform fully all of its obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder and in any event PURCHASER shall be liable to ARTIST for damages in addition to the compensation provided herein.

7-ARTIST shall not be obligated to furnish the performance services which are the subject of this agreement if ARTIST is unable to perform or is prevented from performing and where such inability to perform, or interference with performance, is due to or prevented by sickness, injury, transportation cancellations or delays, accident, Act of God, war, riots, terrorism, strikes, labor difficulties, black-outs, epidemics, acts or orders of a public authority or any similar or dissimilar cause which is beyond ARTIST'S control, all of which are collectively referred to herein as "Force Majeure Events". Force Majeure Events shall include but not be limited to ARTIST'S good faith determination that travel would impose a threat to safety or well-being of ARTIST or ARTIST'S staff, crew and other participants or the ability of ARTIST'S staff, crew or other participants to obtain passage back to their home from the venue. In the event that a Force Majeure Event causes a cancellation or delay of scheduled performance, ARTIST shall have no liability for any losses, expenses, damages or costs of PURCHASER, no matter what their cause or nature and whether known or unknown. Provided that ARTIST is ready, willing and able to perform, PURCHSER agrees to compensate ARTIST in accordance with the terms hereof regardless of the occurrence of a Force Majeure Event.

8-This constitutes the sole, complete and binding agreement between the parties hereto. ENTOURAGE TALENT ASSOCIATES, LTD. acts only as agent for the ARTIST and assumes no liability hereunder.

9-ARTIST shall have the sole and exclusive right, but not the obligation, to sell souvenir programs and other souvenir items including phonograph records in connection with, and at, the performance(s) hereunder and the receipts thereof shall belong exclusively to ARTIST.

10-This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to contracts made and wholly performed within the State of New York. In the event of any dispute or claim arising out of or related to this agreement or the breach hereof, you and we shall submit to the jurisdiction of the Federal and State courts located in the State of New York, County of New York, which shall be the sole forum in which the dispute or claim shall be heard.

11-This Agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild, or similar body having jurisdiction over the performances hereunder, or any element thereof and wherever or whenever there is any conflict between any provisions 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.

Purchaser	's	Initials	

ADDENDUM "A"

Offer Sheet Control #22653

Addendum "A" is hereby made part of the contract dated May 5th, 2014 by and between Swamp Family Music, LLC f/s/o Tedeschi Trucks Band(Artist) and CenterArts by Roy Furshpan, Director (Purchaser)

for their appearance on Monday, November 3, 2014 at Van Duzer Theatre, Arcata, CA

- The PROPER band name for ALL promotion, advertising, press releases, etc. is:
 "Tedeschi Trucks Band" (100% Sole Star / Top Line Billing)
- 2. Purchaser to use Artist-approved and/or supplied photos and Ad Mats ONLY in any and all print advertising and/promotion, as Purchaser has been pre-advised. Photos and Ad Mats can be found at:

 http://www.entouragetalent.com/artists/tedeschitrucksband

ALL ADVERTISEMENTS MUST BE APPROVED BY ENTOURAGE TALENT PRIOR TO GOING TO PRINT.

- 3. PURCHASER shall not have the right to record, broadcast, televise, upload or otherwise reproduce any portion of Artist's performance, rehearsal or soundcheck, etc. (without the specific prior written consent of the ARTIST, in advance of the performance date). Any requests for recording shall be made by and as, a separate request and shall be negotiated as a separate and unrelated agreement to the live performance agreement.
- 4. CANCELLATION In the event that the engagement is postponed or canceled by the Purchaser, or for any reason beyond the control of the Artist, and the Artist agrees to perform a rescheduled date(s), the Purchaser shall be responsible for the payment of any and all out-of-pocket expenses incurred by the Artist as a result thereof, in addition to the payment of the full guarantee as contracted herein.

Agreed and Accepted	Ag	reed and Accepted
(Purchaser) CenterArts By: Roy Forshpan Director	(Artist)	Swamp Family Music, LLC f/s/o Tedeschi Trucks Band
By:	Ву:-	



OSC# 22653

NO DEPOSIT RIDER

ARTIST: Swamp Family Music, LLC f/s/o Tedeschi Trucks Band

PURCHASER: CenterArts by Roy Furshpan, Director DATE OF ENGAGEMENT: Monday, November 3, 2014

PLACE OF ENGAGEMENT: Van Duzer Theatre

We understand that a 50% deposit with the return of the signed contract is required for every engagement the Artist accepts. However, this requirement may be waived *in special circumstances* upon receipt of a written guarantee executed by an authorized representative of the Purchaser.

The undersigned therefore agrees on behalf of Purchaser that in the event that we cancel the above confirmed engagement for any reason other than as provided for in the contract, we shall immediately pay the Artist the required 50% of the guaranteed contracted price simultaneously with our notice of cancellation.

We further understand that by accepting such payment, the Artist in no way waives any other rights and/or remedies for any cancellation and that the above-mentioned cancellation payment is merely intended to put the Artist in the same position that the Artist would have been had the deposit not been waived.

Please sign below and return this guarantee to us immediately by fax. We will have a fully executed copy returned to you thereafter.

Thank you.

AGREED TO AND ACCEPTED BY:	
7	
CenterArts by Roy Furshpan, Director	DATE
DEPOSIT WAIVED AND GUARANTEE ACCEPTED BY:	
	1-/3)14
Swamp Family Music, LLC f/s/o Tedeschi Trucks Band	DATE

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

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

- 1. INDEMNIFICATIONS. Artist(s) and Artist's Representatives shall hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, Humboldt State University, CenterArts, University Center, HSU Associated Students, and the officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expenses, costs of every nature, and causes or actions arising out of or in connection with the Artist's use or occupancy of the premises, provided that such claims, demands, losses, liabilities, costs or expenses are due or are claimed to be due to the willful or negligent acts or omissions of Artist or Artist's personnel.
- 2. EXCLUSIVE PERFORMANCE(S). Artist(s) will not accept any other engagement for a performance of any kind prior to, or 90 days following the performance(s) hereinabove described within a radius of 150 miles from the location(s) of the performance(s) hereinabove described, or of any portion or portions thereof, without express written permission of CenterArts. In the event of any such unauthorized performance or announcement, the performance(s) described hereinabove, or any portion or portions thereof, may be cancelled by CenterArts, and such cancellations shall be without prejudice to CenterArts' other rights and remedies hereunder.
- 3. AGENT'S WARRANTY. ARTIST warrants that AGENT has full and current legal authority to act on behalf of Artist.
- 4. COMPLIMENTARY TICKETS. CenterArts shall be the only party authorized to issue complimentary tickets to the performance(s) described hereinabove. A maximum of 10 complimentary tickets shall be given to Artist. All complimentary tickets shall be appropriately distinguished and shall not be counted in determining gross receipts.
- 5. NON-PERFORMANCE NOT A DEFAULT. Neither Artist nor CenterArts shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, acts or regulations of public or University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, interruptions of electrical power, other acts of God, or any cause beyond the control of Artist and CenterArts.
- 6. ANTICIPATORY BREACH. In the event that, after the execution of this Agreement, Artist's agent, or Artist's Designated Representative indicates or states that Artist is unwilling or will be unable to appear or present the performance(s) hereinabove defined, and such failure is not excusable under Paragraph 5 hereinabove; or in the event that Artist or any member of Artist's traveling component deemed by CenterArts in its sole discretion to be material to the performance(s) hereinabove defined, or to any portion or portions thereof, or any authorized agent of Artist takes any voluntary affirmative action which, in CenterArts' sole discretion, renders substantial performance of Artist's contractual duties hereunder impossible, CenterArts may cancel the performance(s) hereinabove defined, or any portion or portions thereof, and in addition, Artist shall be responsible for payment of any and all costs, expenses, damages (including CenterArts' actual expenses incurred in preparation for the performance(s) hereunder) and claims from such cancellation. Any breach or anticipatory breach of this Agreement by Artist shall be deemed a material breach.
- 7. MERCHANDISING PERCENTAGE. CenterArts takes 20% of gross merchandising receipts for this engagement.

- 8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES ON CAMPUS.
- 9. Total catering budget shall not exceed the amount budgeted and accepted by the performer's representative in the original offer.
- 10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider AND TECHNICAL SPECIFICATIONS OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET. This rider is made an integral part of all agreements.
- 11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground fransportation, the cost of backline equipment), or any equipment not listed as available in the Van Duzer Theater technical specifications packet, regardless of whether or not they are listed as requirements in the Artist's rider, unless these requirements are specifically written into the payment section of the contract face for this engagement, as well as the deal memo for this engagement, if a deal memo has been issued.
- 12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee.
- 13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, and all obligations of any of the parties hereto shall bind his, her, or its heirs, executors, personal representatives, successors and assigns. A fully executed contract for this engagement shall be deemed an acceptance of the terms in this rider, regardless of whether or not this rider has been countersigned by the artist or an authorized representative of the artist.

14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contractor.

For Artist

Tax ID/Social Security #

For University Center

Updated: April, 2009

TEDESCHI TRUCKS BAND 2014-15 TOUR RIDER

- SWAMP FAMILY MUSIC LLC

BOOKING AGENCY

Entourage Talent Associates, Ltd. Wayne Forte 236 West 27th St., 8th Floor New York, NY 10001 Phone: 212.633.2600

Fax: 212.633.1818

E-Mail: wayne_forte@entouragetalent.com

MANAGEMENT

Milestone Music Management Blake Budney PO Box 2897 Asheville, NC 28802-2897 Phone: 828.350.7955 Fax: 866.910.8138

PUBLICITY

Primary: Renee Pfefer - OnTour PR - <u>mailto:renee@ontourpr.com</u> - 914-273-0007

Angela Barkan / Larissa Slezak - Sony Masterworks - <u>Angela Barkan@sonymusic.com</u> - <u>Larissa.Slezak@sonymusic.com</u> 212-833-8575 / 6075

For photos go to: http://www.entouragetalent.com/artists/tedeschitrucksband/

TOURING STAFF

Tour Manager: Chris King - chrisking@focusincentives.com -

~

TECHNICAL ADVANCE

Sound Engineer: Brian Speiser -]

RIDER TO CONTRACT dated,	between SWA	MP FAMI	LY MUSIC	LLC (hereir	called the	"Company")
f/s/o TEDESCHI TRUCKS BAND (herein called	d "Artist") and			(he	rein called	"Purchaser")
relating to the engagement at	(herein	called the	"Engagement"	"). The con	ract for the	Engagement
which this Rider is attached to is herein called the "	Agreement".					

BILLING AND ADVERTISEMENT

 Purchaser agrees to comply with the following requirements in all advertising and marketing relating to the Engagement, including without limitation tickets, newspaper advertising, television spots, publicity releases, fliers, posters, signs and billboards:

(Presenter/Purchaser's Name)

25%

TEDESCHI TRUCKS BAND

100%

2. If the venue has a marquee, on the day of the Engagement it shall read:

TEDESCHI TRUCKS BAND

- No other names shall be billed or used in connection with the Engagement without the Company's prior written consent.
- 4. Purchaser agrees to use only ad mats, photographs and other promotional material furnished by Company or Company's designee in all print media advertising for the Engagement. Purchaser further agrees that all such ad mats, photographs and other promotional material shall remain the property of the Company and shall be used only in promoting and publicizing the Engagement.
- 5. Purchaser agrees not to commit Artist to any personal appearances or interviews for the purposes of promoting the Engagement without the prior consent of Artist's management.

INSURANCE AND INDEMNITY

- 1. Purchaser agrees to provide the following minimum insurance coverages relating to the Engagement:
 - (1) Public liability insurance coverage to protect against injuries to persons and property, including without limitation those risks associated with the installation and operation of Company's and Artist's equipment, with a minimum coverage of One Million Dollars (\$1,000,000.00) per claim.
 - (2) Worker's compensation for all employees and independent contractors, including without limitation those involved with the installation or operation or Company's and Artist's equipment.

2. Purchaser agrees to indemnify and hold Company, and its shareholders, managers, employees, officers, directors, agents, and attorneys, as well as each individual member of Artist, (herein collectively called the "Indemnified Parties"), harmless from and against any loss, liability, damage, cost, or expense, including reasonable attorneys fees and costs of litigation, incurred or suffered by or threatened against the Indemnified Parties in connection with or as a result of any claim for personal injury, property damage, worker=s compensation, or otherwise, brought by or on behalf of any party as a result of or in connection with the Engagement, so long as such claim does not result directly and solely from the intentional acts of one or more of the Indemnified Parties.

MERCHANDISE

1. Company reserves the sole, exclusive and irrevocable right to sell souvenir items and other merchandise (non-food and non-beverage) at the Engagement, and Purchaser shall have no interest in the proceeds of such sales.

2. Neither Company nor Artist shall pay any commission on sourcenir items or other merchandise sold at venues having a capacity of 1,500 or less. If the Engagement is to take place at a venue having a capacity in excess of 1,500, then any sourcenir/merchandise commission to be charged by the Producer or the venue must be negotiated prior to the Engagement with Artist's agent and specifically set forth in the Agreement. If there is no sourcenir/merchandise commission specified in the Agreement, then none shall be charged or paid.

3. There shall be no commissions paid on recorded product.

TICKETING

20 see contract Face- --

N/A-2-

1. Purchaser shall provide Company with forty (40) complimentary tickets for the Engagement. In the event the Engagement is not ticketed, then Purchaser shall provide Company with forty (40) positions on a guest list to be provided by Artist's Tour Manager the day of the Engagement.

2. Each approved support group shall be limited to one (1) complimentary ticket (or guest list position) per playing -NA-3.

3. Purchaser shall hold an additional twenty (20) tickets for purchase by Artist's guests which will either be purchased or released one week prior to the date of the engagement.

ENDORSEMENTS

Purchaser agrees that:

1. Artist's performance shall not be sponsored by, or in any way associated with, any commercial product, company, or service without Company's prior written approval.

2. Artist's name and/or likeness shall not be used or associated directly or indirectly with any commercial or non-commercial product, company, charity, cause or service without Company's prior written consent.

LICENSES AND PERMITS

- 1. Purchaser shall provide and pay for all licenses, permits, authorizations, and certificates required from any governmental or licensing authority in relation to the Engagement.
- 2. If the Engagement is to take place outside the U.S.A., then Purchaser shall provide and pay for all required immigration and customs clearances, licenses, permits, authorizations and certificates.
- 3. Purchaser shall be solely responsible for obtaining all required performance licenses from ASCAP, BMI and SESAC and for payment of any fees and costs in relation thereto.

FORCE MAJEURE

Artist shall not be obligated to provide its performance under the Agreement in the event Artist is unable to perform or is prevented from performing, when such inability to perform, or interference with performance, is due to or prevented by sickness, injury, transportation failures, cancellations or delays, accident, Act of God, war, riots, terrorism, strikes, labor difficulties, black-outs, epidemics, acts or orders of a public authority, legal restrictions (immigration, labor, union or otherwise) or any similar or dissimilar cause which is beyond Artist's control, all of which are collectively referred to herein as "Force Majeure Events". Force Majeure Events shall include but shall not be limited to Artist's good faith determination that travel would impose a threat to safety or well-being of Artist or Artist's staff, crew and other participants or the ability of Artist, Artist's staff, crew and other participants to obtain passage back to their home from the venue. In the event that a Force Majeure Event causes a cancellation or delay of a scheduled performance, Artist shall have no liability for any losses, expenses, damages or costs of Purchaser, no matter what their cause or nature and whether known or unknown. Provided that Artist is ready, willing and able to perform, Purchaser agrees to compensate Artist in accordance with the terms of the Agreement regardless of the occurrence of a Force Majeure Event.

SUPPORT ATTRACTIONS

- 1. The appearance of any other act(s) on the same show with the Artist shall be subject to Company's prior approval and must be specified on the face of the Agreement.
- 2. In the event any support act is approved, then:
 - (1) The support act's billing, position on show and set length shall be as specified by Company, and

(2) Artist's Tour Manager shall have control over all aspects of the support act's performance, mending

limitation the order and length of performance and the stage set-up.

PARKING AND LOCAL TRANSPORTATION

Parking for two (2) tour buses and one semi must be reserved and available at a convenient location near the Bus only

The basinning of load-in until final load-out. If such parking is not available free of charge at the

venue, then Purchaser shall reserve and make such parking available, as a show cost, at the nearest convenient location from the beginning of load-in until final load-out. See production rider.

2. Purchaser shall provide at least one (1) Intern(145) passenger van with a qualified, licensed driver for purposes of transporting up to fifteen (15) people and their luggage from the beginning of load-in until show time and again for one (1) hour after the show.

Purchaser shall provide at least eight (8) stagehands throughout load-in and load-out as well as during any set changes. See production rider.

REPRODUCTION OF SHOW

Other than audio taping by audience members for non-commercial, personal purposes, no portion of the Engagement, including but not limited to the performance by Artist, shall be photographed, filmed, video taped, broadcast, webcast, or mechanically reproduced in any form by sight and/or sound recording devices without the prior express written consent of the Company, and the Company reserves all rights with respect thereto. Company reserves the right to audio tape on cassette, DAT or multi track tape as well as video record for archive and promotional purposes.

DRESSING ROOMS - Three rooms total back stase- ~ >

All rooms should be well lit, clean, and dry. Tour Manager will designate rooms upon arrival at load-in. Please note: These dressing rooms must be thoroughly cleaned prior to our arrival.

At least one large room for Band:

- 1. Clean bathroom with hot and cold running water Please note: Bathroom MUST BE PRIVATE!!
- 2. Showers and Soap
- 3. 12 chairs, 1 sofa
- 4. Full length mirror, electrical outlets, clothes rack with hangers, trash cans

At least one small room for Derek and Susan:

Same as above with comfortable seating for four

At least one large room for Hospitality: (If none is available then Band room can be used for hospitality) With:

Coffee maker and filters, half-and-half, sweeteners, cups, etc

Hot tea kettle with chamomile tea, lemon, honey and spring water.

Toaster and paper plates, napkins, plastic ware, etc.

Microwave oven

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT HOSPITALITY

FOLLOWING ITEMS ARE SUBJECT TO CHANGE PER ADVANCE W/ TOUR MGR.

BEVERAGES

- 1) Five (5) cases single serving size bottled SPRING water (NO DASANI, AQUAFINA, OR OTHER "PURIFIED WATER" - SPRING WATER ONLY PLEASE);
- 2) Six (6) small single serving size San Pellegrino sparkling water;
- 3) Three (3) gallon jugs spring water;
- 4) Six (6) Sprite, Sierra Mist or 7-Up cans;
- 5) Six (6) Coca-Cola cans;
- 6) Twelve (12) single serving coconut waters (plain/non-flavored);
- 7) Six (6) Odwalla juices/smoothies/superfoods (assorted flavors/varieties);
- 8) One (1) half-gallon carton Tropicana Orange Juice WITH PULP;
- 9) Three (3) assorted single serving bottles Gatorade or Powerade;
- 10) Two (2) one quart cartons organic 2% milk;
- 11) One (1) quart carton Lactaid (milk substitute);

- 12) Two (2) one pint cartons organic half-and-half;
- 13) Two (2) small containers French Vanilla LIQUID Coffee Mate;
- 14) One (1) box of Keurig "K-cup" coffee pods (approx. 18 pods per box). Prefer organic dark or medium roast blends;
- 15) One pound of Starbucks GROUND coffee (or similar);
- 16) Twelve (12) 16oz cans of Guayaki Yerba Mate- Enlighten Mint; Lemon Elation;
- 17) Twelve (12) 12oz cans Guayaki Sparkling Yerba Mate- Classic Gold or grapefruit flavor;
- 18) Four (4) 10 pound bags of ice;

ALCOHOLIC BEVERAGES

- 19) Two (2) cases Stella Artois beer;
- 20) One (1) case of assorted locally brewed beers (4 six packs, assorted -no dark beer);
- 21) Four (4) 750 ml bottles J Lohr chardonnay;
- -22) One (1) 750 ml bottle of Liquor TBD by Tour Manager; 13

EDIBLES

- 23) Two (2) loaves sliced whole grain bread (Pepperidge Farm or similar);
- 24) One (1) package of Thomas English Muffin Cinnamon Raisin Bagels (or local);
- 25) One (1) package of Thomas English Muffin Plain Bagels (or local);
- 26) One (1) box of Captn Crunch cereal;
- 27) One (1) box of honey nut cheerios;
- 28) One (1) box of Life cereal (Original Flavor not Cinnamon);
- 29) One (1) bags of granola (NO cinnamon due to allergy);
- 30) Two (2) bags of pistachios;
- 31) Two (2) cans Planters lightly salted cashews;
- 32) One (1) can Planters lightly salted mixed nuts;
- 33) One (1) box of Kashi TLC snack bars Peanut butter or dark chocolate;
- 34) One (1) bag of Sunflower seeds (with shells);
- 35) Four (4) medium sized bag designer kettle-type potato chips (salt & vinegar, jalapeno and two other assorted varieties);
- 36) One (1) bag of Tostito's tortilla chips;
- 37) One (1) bag of Popcorners Kettle Flavor;
- 38) Two (2) bags Annie Chun's Roasted Seaweed Snacks (sesame and wasabi flavors preferred);
- 39) Two (2) large bags of trail mix;
- 40) Two (2) boxes of Mary's Gone Crackers Original Flavor (gluten free crackers);
- 41) One (1) small container of hummus (prefer roasted red pepper);
- 42) One (1) box of Nabisco graham crackers;
- 43) One (1) wheel Laughing Cow 2% (low fat) Swiss Cheese wedges w/ green label;
- 44) One (1) package of Raw Goat Milk Mild Cheddar Cheese (Mt. Sterling Creamery);
- 45) Three (3) single serving size organic LOW FAT fruity yogurts(no plain, no peach);
- 46) Three (3) chobani yogurt strawberry/blueberry/Mixed Berry(no plain, no peach);
- 47) Two (2) jars of Jiff creamy peanut butter (small);
- 48) Two (2) small jars of strawberry jam;
- 49) One (1) jar of squeezable honey;
- 50) One (1) package of Sun-Maid Mixed Fruit;
- 51) One (1) package Back to Nature Chocolate Chunk cookies;
- 52) One (1) package of oatmeal cinnamon raisin cookies;
- 53) Two (2) boxes Nabisco Reduced Fat Wheat Thins Crackers;
- 54) One (1) package of Orville Redenbacher's Smart Pop popcorn;
- 55) One (1) package Cheddar Goldfish;
- 56) One (1) small plastic squeezable container Hellmann's mayonnaise;
- 57) One (1) small plastic squeezable container Gulden's mustard;
- 58) One (1) package of string cheese;
- 59) One (1) package sliced cheddar cheese;
- 60) Two (2) bags with 1 pound each deli sliced Boar's Head turkey;
- 61) Two (2) bags with 1/2 pound each deli sliced Boar's Head ham;
- 62) Two (2) bags with 1/2 pound each deli sliced Boar's Head Swiss cheese;
- 63) One (1) small container of Philadelphia brand cream cheese;
- 64) One (1) carton/package of whipped/spreadable butter (real butter only);
- 65) Two (2) bunches organic bananas;
- 66) Four (4) organic Gala or Fuji apples;

- 67) Two (2) large bunches of seedless grapes;
- 68) One (1) package of blueberries;
- 69) One (1) small bag ready-to-eat bite size organic carrots;
- 70) One (1) bag of ready-to-eat celery sticks;
- 71) One (1) bag of clementine tangerines;
- 72) Four (4) Ruby red grapefruits;

OTHER NECESSITIES

- 73) Four (4) Duracell or Energizer nine volt batteries;
- 74) Two (2) rolls Hefty paper towels;
- 75) One (1) package of Wet Wipes or moist towelettes;
- 76) One (1) small bottle of hand sanitizer;
- 77) Two (2) sleeves (twenty-four per sleeve) 16 oz. solid colored plastic Solo cups;
- 78) Four (4) packages disposable coffee cups w/ lids;
- 79) Two (2) small packages plastic knives, forks and spoons;
- 80) Two (2) small packages medium size Chinet paper plates;
- 81) One (1) small package Chinet paper bowls;
- *WE WILL NEED 18 HAND TOWELS AND 12 BATH TOWELS TO BE AVAILABLE AS NEEDED*
- ***SHOWERS SHALL BE AVAILABLE FROM LOAD-IN UNTIL 2 HOURS AFTER LOAD-OUT***

MEALS

Purchaser agrees to provide Artist with the meals outlined herewith at Purchaser's sole expense, (options to be discussed with Tour Manager in advance of the Engagement depending on number of people in the current touring party):

- (1) Lunch for up to twelve (12) to be ready at load-in and include: soup, sandwiches, and desserts.
- (2) Catered dinner for up to twenty-three (23) adults and two (2) children to be advanced directly with tour manager and to include two (2) main course entrees, salad, bread, dessert, and beverages.
- (3) Catered dinner MUST have lactose free options. Susan Tedeschi is lactose intolerant.
- (4) At least one of the dinner entrees should be a chicken option, preferably chicken breast.
- (5) If the venue has food service, up to twenty-two (22) hot meals from the venue's menu; or.
- (6) A meal buyout (\$25.00 per person) for up to twenty-two (22) individuals, with the money to be given to the Tour Manager at load-in (all in twenties and fives so as to be able to distribute immediately) and not to be deducted from Company's compensation for the Engagement; or,
- (7) Twenty-three (23) meal vouchers (for a festival-type setting and based on approval by tour manager). Festival meals should not take place in general public or VIP areas; and,
- (8) After show, up to six (6) large pizzas or the equivalent in other late night hot food (per advance with tour manager).

Please advance catering options with the tour manager before confirming.

CONFLICT WITH AGREEMENT

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Rider, then the conflicting provision of the Agreement shall prevail but the remainder of this Rider shall be in full force and effect.

AGREED TO BY:

PURCHASER

COMPANY

Production Specifications 2014

PARKING venue has parking for the buses to semi, although for the control of the

The band and crew travel in two tour buses. We prefer that both buses be parked together. Our Gear generally travels in a 53' drop frame semi, although for some tours, may be in trailers pulled by both busses. Please Contact Chris King (Tour Manager) to further discuss parking 336-210-9053 chrisking@focusincentives.com

LOAD IN & OUT

Load in must be 6 hours prior to Soundcheck when we are providing our own PA system. Soundcheck is 1 hour long and there must be 1 hour for the opening act to set up and check bringing us right up to doors.

The load-in door should be as close to the stage as possible, and should be no smaller than 60" wide X 78" tall to accommodate the bands largest cases. The load-in path should be a flat surface (EASY TO ROLL CASES ON), and should have NO STAIRS (The band's gear is far to large to be lifting up and down stairs) The band's gear will arrive in a 53' drop frame semi. The load-in will require 4-6 loaders who can be in the truck and 8 stagehands to bring the gear to the stage and help the bands crew set the gear up for the band. After set up, we will cut down to 3-4 stage hands and department heads. At Load-out we will need the originally number of crew back on the call. In situations where a union crew is involved, please provide 4 Union loaders and 8 stagehands for the Load-In/Load-Out. 1 rigger is also needed if we are able to fly our PA.

ELECTRICAL

LIGHTING: Minimum 200A Three Phase Service

AUDIO & BACKLNE: Minimum 200A Three Phase Service

AUDIO SYSTEMS - aroust Supplied - 1-2-

HOUSE PA SYSTEM

We generally carry our own PA system. Please see Audio Rider Addendum: Active 4 Way System; Line Array is always preferred. (D&B Q, J or V Series, L'acoustics Vdosc, JBL Vertec, EV X-Line). Otherwise, horn loaded cabinets (D&B, Nexo Alpha System, EV X Array or Equivalent) are preferred for reproduction of frequencies between 80 Hz and 20 kHz. Cardiod Subs are preferred for reproduction of 20 Hz to 80 Hz and should be driven separately from Left and Right. Enough cabinets and amplifier power to produce 115 dB SPL of clean, undistorted full range sound throughout the venue.

Low profile boxes must be placed on the stage for front fill. System processors must be capable of time alignment for all components in the system. No Proprietary Systems!

FOH CONSOLE: We generally carry our own consoles. Please advance.

Preferred consoles: DiGiCo SD 10 or 7 or Digidesign Profile. NO YAMAHA DIGITAL

CONSOLES. Please Contact FOH engineer Brian Speiser to confirm consoles.

MON CONSOLE:

We generally carry our own consoles (to be used for our set only) Please advance. 48+ channel console with a minimum of 16 discreet Aux sends(Must be Pre/Post Fader Selectable). Digico SD10/8/7, Digidesign Profile/Venue, Yamaha PM5D. NO M7CL



MON WEDEGES/SUBS:

We may be carrying a Monitor system. Please see Audio Rider Addendum:

(16) Matching BIAMPED Monitor Wedges. D&B wedges (M4, M2) L'Acoustics 115XT HiQ or 115 FM, Clair Brothers 12AM, Other D&B wedges (MAX, MAX12), No Mackie, Yamaha, Proprietary or Meyer UM100Ps! (D&B wedges are OK passive when applicable)

- (2) Single 18" Drum Subs With Lowpass Crossover and Amplifier. No Trapezoidal subs. Powered subs are OK.
- (14) Mixes Of MATCHING BIAMPED power

SNAKE SYSTEM:

We may be carrying a digital Snake. Please advance.

The Snake Should have a minimum of 48 mic lines + 4 return lines, split and properly interfaced between FOH and MON's, to be used by the band

MISC .:

Soft blacks must be hung upstage of Utility/Upstage Truss

(1) Clearcom system to include (4) Handsets, (4) Beltpacks, (4) Alert Beacons and Power Supply. Com is to be placed at FOH, MON's, LD and Stage right Guitar World.

Monitor Mix Outputs

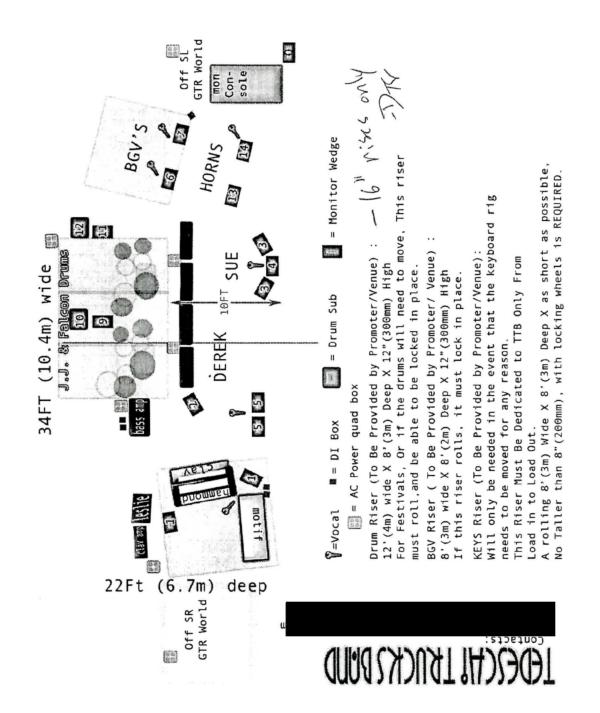
Mix Output	Stage Position	Destination	Insert
1	Keyboards	Pair of Wedges	31 band EQ
2	Bass	Single Wedge	31 band EQ
3	SUE (Lead Vocal)	Pair of Wedges	31 band EQ
4	SUE(Guitar) Inst	Single wedge	31 band EQ
5	Derek(Guitar)	Pair of Wedges	31 band EQ
6	BGV 1	Single Wedge	31 band EQ
7	BGV 2	Single Wedge	31 band EQ
8	Tech IEM	IEM Transmitter	n/a
9	SR Drumkit	Single Wedge	31 band EQ
10	SR Drumkit	Single SUB	31 band EQ
11	SL Drumkit	Single Wedge	31 band EQ
12	SL Drumkit	Single SUB	31 band EQ
13	Horns 1	Single Wedge	31 band EQ
14	Horns 2	Single Wedge	31 band EQ

TEDESCH TRUCKS BAND

1	Kick - SR	Beta 52	Short Boom
2	Snare - SR	SM57 .	Short Boom
3	Snare Bottom - SR	SM81	Claw
4	Hi-Hat - SR	AKG 451	Short Boom
5	Rack Tom - SR	Senn 904	n/a
6	Floor Tom 1 - SR	Senn 904	n/a
7	Floor Tom 2 - SR	Senn 904	n/a
8	Overhead SR - SR	Neumann Km84	Tall Boom
9	Overhead SL - SR	Neumann Km84	Tall Boom
10	Kick - SL	Beta 52	Short Boom
11	Snare - SL	SM57	Short Boom
12	Snare Bottom - SL	SM81	Claw
13	Hat - SL	AKG 451	Short Boom
14	Rack - SL	Senn 904	n/a
15	Floor - SL	Senn 904	n/a
16	Overhead SR - SL	Neumann Km84	Tall Boom
17	Overhead SL - SL	Neumann Km84	Tall Boom
18	Bass DI Pre	DI	n/a
19	Bass DI Post	DI	n/a
20	Bass Mic	M88	Z-Bar
21	DT GTR 1	Senn 409	Z-Bar
22	DT GTR 2	Senn 409	Z-Bar
23	ST GTR 1	Senn 409	Z-Bar
24	ST GTR 2	KSM 44	Z-Bar
25	KEY DI L	DI	n/a
26	KEY DI R	DI	n/a
27	Clavinet	Senn 409	n/a
28	Leslie Low	MD421	Short Boom
29	Leslie Hi L	Senn 409	n/a
30	Leslie HI R	Senn 409	n/a
31	Keys Voc(SR)	Beta 58a	Tall Boom
32	Bass Voc(SRC)	Beta 57a	Tall Boom
33	Sue Voc (C)	Beta 58a	Tall Boom
34	Mark Voc(BGV1)	Beta 57a	Tall Boom
35	Mike Voc(BGV2)	Beta 57a	Tall Boom
36	Acoustic GTR	DI	n/a
37	Saxaphone	MD421	Tall boom
38	Trumpet	MD441	Straight
39	Trombone	MD441	Tall boom
40	Trombone Vocal	Beta 58a	Straight
41	SR Ride Cymbal	SM 57	Clamp

We provide Mics, DI's, Z-Bars and Claws unless otherwise specified in our advance.

TEDESCH TRUCKS BAND Production Specifications 2014





tol9 Brigging Plot

Brian Speiser Rigging Nashville 57773 VER Tour Sound 1 of 1 Tedeschi Trucks Band SR 1 H 0 SR 2 4. ANY ARRAY MUST BE HUNG FROM NO LESS THAN 2 POINTS. IF ONLY ONE MOTOR IS USED A STEEL WIRE ROPE SAFETY MUST BE ENGAGED AFTER THE ARRAY IS AT TRIM AND ONLY REMOVED IMMEDIATELY PRIOR TO LOWERING THE ARRAY. 3. RIGGING WEIGHTS CHANGE BETWEEN JOINED ARRAY POINTS DEPENDING ON DAILY ANGLES OF THE ARRAYS. THEREFORE, NO SINGLE ARRAY WEIGHT WILL EXCEED THE TOTAL SAFETY LIMIT OF ONE OF ITS RESPECTIVE LIFTING HOIST. 1. O.C. = OFF CENTER, D.S. = DOWNSTAGE, U.S. = UPSTAGE, REFERANCED FROM THE FRONT OF THE STAGE Note: Point 1 at any given time, during the process of lifting/lowering of the PA, may reach a peak load of 742 lbs. This point load will diminish as point 2 is brought into the audio rigging system. SR1: 28' O.C. 7' D.S. SR2: 28' O.C. 5' D.S. SR3: VARIES 2. TYPICAL LOCATION. RELOCATE AS REQUIRED BY STAGING OR VENUE Main Hang Main Hang Hang 1/2 Ton 1/2 Ton Motor SL1: 28' O.C. 7' D.S. SL2: 28' O.C. 5' D.S. SL3: VARIES Point SL₂ SL 1 0



LIGHTING - House lighting only

(Please advance any substitutions with our LD - Brian Pirrone

House System - The requirements identified in the attached drawing should be installed and working prior to our arrival.

LX1:

-(30) 1k MFL Par 64s w/ color

-(4) 4-light Mole Fays, evenly spaced & top hung, DS cord -(12) 26 Degree Ellipsoidals w/ color, top hung, US cord

LX2:

-(60) 1k NSP Par 64s w/ color

-(11) 19 Degree Ellipsoidals, top hung, DS cord [Please consult plot channels for dimmer patching]

US:

-(1) 40' 20"x20" Truss, bare for back drop and additional lighting

[Rigging location may vary - Please advance]

-(1) House Black US of banner truss [All trusses should have borders]

-(1) Antari HZ-500 Hazer w/ multi-speed adjustable fan [DMX controlled]

Console:

ETC Insight, Leprecon LP-624, or similar desk with minimum of (24) submasters

[We may be carrying a console - Please advance]

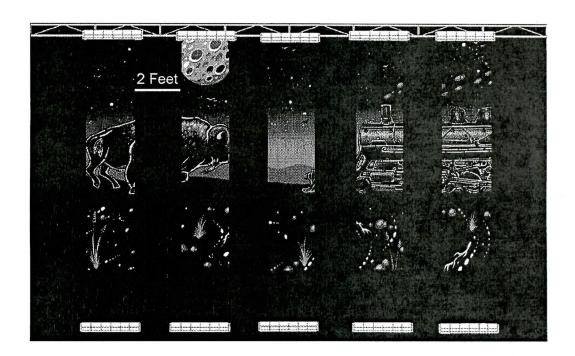
Travelling System - We may be carrying lighting fixtures and equipment that will require:

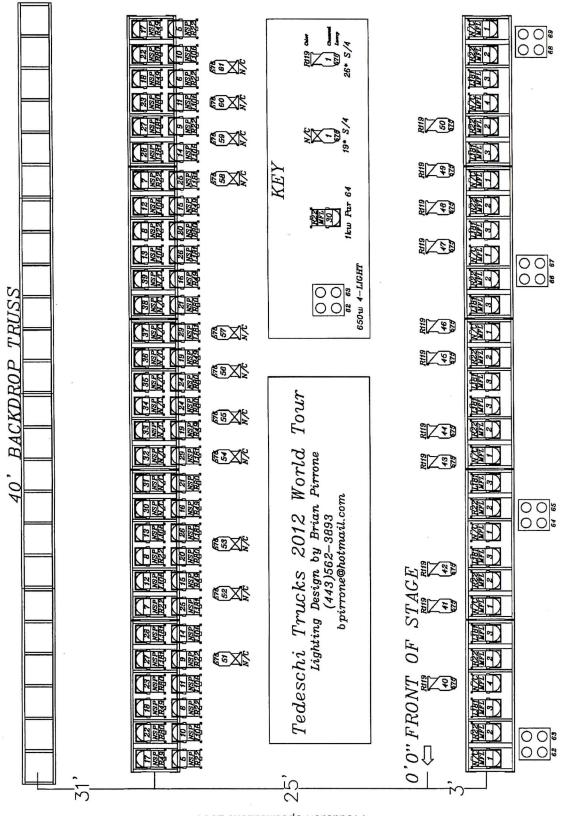
-(1) 20A circuit for LED fixtures

-(1) 512 DMX data line to FOH



Our Back Drop Is Made up of 5 individual panels. Each Panel measure 52"(132cm) Wide by 240"(610cm) high. They are extremely light weight and made with webbing and grommets at the top for easy attachment to a fly bar. Here's a rendering of our backdrop:





TEDESCH Production Specifications 2014





PO Box 307 • 139 Business Park Dr. • Indian Trail, NC 28079 Phone: 704-821-8870 • Fax: 704-821-8880

Certificate of Flame Retardance

Issued To: GRAPHICS CENTRAL Invoice Number: 0173787-IN Invoice Date: 02/26/10

Reference: Laboratory Report Lab ID/Certificate: #400261213

THIS CERTIFICATE OF COMPLIANCE IS ISSUED TO VERIFY THAT THE ITEMS OR AREAS DESCRIBED ON THE CERTIFICATE HAVE BEEN TREATED WITH CLASS A FIRE RETARDANT AND/OR HAVE BEEN MANUFACTURED WITH A PORTION OF INHERANT FLAME RETARDANT YARNS. THESE ITEMS ARE CERTIFIED TO MEET THE FOLLOWING TEST:

NFPA 701 SMALL SCALE



YARDS

STYLE

150

8799 Firesafe 3 65" Fire Retardant White

Debra Smith, Plant Manager

1/13/2012 Date

This fabric meets or exceeds the flammability standards set forth in the National Fire Protection Association specification # NFPA-701. Any alteration of the fabric voids any warranty either implied or expressed. The liability of the seller is limited to the selling price as stated on the invoice and related transportation cost.



The following supplemental Lighting Package to be provided wherever budget allows.

