



SRO Artists, Inc.
8629 University Avenue, Suite 209
Middleton, WI 53562-3837
US

www.sroartists.com
(608)864-8180 phone
(608)864-8181 fax
SRO@sroartists.com

Contractor: 2915021610
Artist: The Waifs
Sponsor: Humboldt State University

Issued Date: 03/27/2011
Show Date(s): 08/23/2011

This is a contract for the service of a performing Artist or group of performing Artists (hereinafter referred to as 'Artist'). The Artist and the purchaser of the Artist's services (hereinafter referred to as 'Sponsor') hereby agree as follows:

VENUE: Van Duzer Theatre
1 Harpst Street
Arcata, CA 95521
Web: <http://humboldt.edu/centerarts/home>
Box Office: (707)826-3928 info
Venue Tickets: <https://www.efoliotickets.com/FolioProEvents.aspx?Vid=4>

CAPACITY: 812
SHOW DATE: Sunday, August 23, 2011 Start: 8:00 PM End: 10:00 PM Stage: Van Duzer Theatre
SERVICES: One (1) full performance consisting of two (2) sets with intermission with evening with The Waifs.

TICKET SCALING: TBD
GUARANTEED: \$5,000.00
CONDITIONS: FLAT, Plus lodging for one night. *Artist may engage approved support in-house sound, lights & production.*
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BUDGET: N/A
LODGING: Six (6) non-smoking, single-occupancy, deluxe rooms for one (1) night.
ARTIST MERCH: 50%, Venue sets.
RIDER: 12014 N. America / rdr-waif14 (see attached file)

CONTRACT DUE: 05/08/2015
FINAL PAYMENT: *UNIVERSITY CANNOT PAY DEPOSITS*
verified, confirmed university check, made payable to The Waifs for the amount of the balance due shall be given to Artist immediately following performance.
None Requested
TAX ID: 010732842 ALL PAYMENTS BY UNIVERSITY CHECK

SPONSOR CONTACTS: Please review, correct, and/or complete any blank items, in the contact information below.

Talent Buyer	Roy Fushpan Company: Humboldt State University, CenterArts, 1 Harpst Street, Arcata, CA 95521 Main Phone: (707)826-3928	roy.fushpan@humboldt.edu Office: (707)826-4411 Fax: (707)826-3928
Marketing	Michael Moore	mgnm@humboldt.edu Office: (707)826-3928
Advance	Michael Moore Office: (707)826-3928	mgnm@humboldt.edu Mobile: _____
Tech. Director	Michael Moore Office: (707)826-3928	mgnm@humboldt.edu Mobile: _____ Fax: (707)826-5580
On-Site/Arrival	Michael Moore Office: (707)826-3928	mgnm@humboldt.edu Mobile: _____

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT
UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT



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 (608)864-8155 phone
 (608)864-8151 fax
 info@sroartists.com

Contract#: 2015021610
 Artist: The Walls
 Sponsor: Humboldt State University

Issued Date: 03/27/2015

Show Dates: [Redacted]

Should formal contracts not be executed on or before 05/08/2015 or should either party fail to provide written notice of cancellation on or before 10 weeks from contract date of issue, 03/27/2015, whichever comes first, contract 2015021610 will be considered a binding engagement contract and the terms of our standard engagement agreement shall govern and shall be incorporated herein by reference.

For any engagement where Artist is to receive a percentage over Sponsor's expenses, Sponsor must attach an itemized budget of said expenses. It may be amended only in writing by Artist or Artist's representative. If the expenditures are less than stated in the attached Contract Budget, and this results in an increase in the amount of the split, the difference will be allotted with the same percentage split as stated on the face of this contract.

In the case of percentage situations, the ticket prices may not be varied without prior notification to Artist's representative. If any of the ticket prices are varied in any respect, the percentage compensation payable to Artist shall be based upon the prices set forth above or upon the actual ticket prices in effect, whichever is higher.

Sponsor to provide final Box Office Report within one week of performance.

The Agreement of Artist to perform is subject to proven detention by sickness, accident, riot, acts of God, or any other legitimate conditions beyond their control, and Artist shall not be responsible for Sponsor's expenses in such event.

The content, nature and medium of the program shall be entirely within the discretion of the Artist.

No performance 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 the Artist or Artist's representative.

If Sponsor fails to perform his obligations under this Agreement with regard to the provision of a place of performance or the payment of compensation, or cancels the engagement without the consent of the Artist, Sponsor shall be liable to Artist for Artist's actual losses, or as liquidated damages and not as penalty, 50% of the above flat fee, whichever is greater.

If Sponsor breaches this contract, he shall pay to Artist, in addition to damages, a reasonable attorney's fee.

It is agreed that Sponsor shall be held liable for any loss or damage to equipment of Artist due to sponsor negligence, including but not limited to vandalism, fire, riot, fight, or any acts of nature while said equipment is contained in the place of engagement.

Sponsor will obtain such clearances, if any, as required by any musicians union, or other union having jurisdiction of said engagement(s), and will supply and furnish all items and personnel required by such unions (not specifically agreed in writing) to be supplied by Artist.

Except as specifically set forth herein, in no event shall Artist be held liable for any expense incurred by Sponsor/Venue in connection with Artist's performance, nor shall Artist be entitled to any portion of proceeds from Sponsor's/Venue's related business activities, including, but not limited to, payments to Sponsor/Venue by a third party such as a corporate sponsor and sales by Sponsor/Venue of food and beverages in connection with Artist's performance.

Except as specifically set forth herein, in no event shall Sponsor/Venue be held liable for any expenses incurred by Artist in connection with Artist's performance, nor shall Sponsor/Venue be entitled to any portion of proceeds from Artist's related business activities, including, but not limited to, payments to Artist by corporate sponsors and any sales by Artist or Artist's record label of Artist's recorded material and related items to the public at any time.

The foregoing plus attached riders constitute the entire agreement between parties hereto with respect to the subject matter hereof and cannot be changed, altered, modified or terminated, except in writing, signed by the parties hereto. Regardless of the place of execution, this Agreement shall be construed in accordance with the laws of the State of Wisconsin.

AGREED AND ACCEPTED:

Roy Furshpan

Humboldt State University
 CenterArts, 1 Hartzel Street, Arcata CA 95521

DATE

Philip Stevens/endor Kee Sheppard

Philip Stevens Management Inc/ The Walls
 PO Box 1005, Fremantle, West Australia 6959

DATE

Jeff Laramie/President

SRO Artists, Inc. 8625 University Avenue, Suite 206, Middleton WI 53561-3017

DATE

SRO Artists, Inc.

http://www.sroartists.com | gigs@sroartists.com

PHONE: (608) 664.8160

FAX: (608) 664.8161

PERFORMANCE-CONTRACT RIDER: THE WAIFS (North American Touring)
(revised 12-December-2014) pp. i of iv

ANY CHANGES TO THIS RIDER MUST BE MADE IN WRITING AND APPROVED BY ARTISTS' REPRESENTATIVES.
This rider regarding THE WAIFS (hereinafter referred to as Artist) engagement is herein made a part of the attached contract.
Sponsor/Purchaser agrees to meet the following requirements at his/her expense.

I. BILLING

Billing for all advertising, marketing materials, announcements, marquee etc., shall be billed as follows:
(100% size) The Waifs

This billing is to be adhered to, for the benefit of both the presenter and the band.

II. DRESSING ROOMS

- Up to three (3) clean dressing rooms must be available for artists' sole use, equipped with Sofa / chairs / table, private bathroom, full-length mirror, running water and fresh soap.
- Five (5) clean, dry hand towels.
- When possible, one (1) large room where catering can be served prior to performance in close proximity to dressing rooms.
- Dressing rooms must be lockable or guarded to ensure safety of Artists belongings.

III. CATERING (to be ready at completion of sound check)

- Six (6) bottles, sparkling mineral water;
- One (1) Case (24-bottles) of bottled water for stage & load in;
- Six (6) cans coca-cola;
- One (1) bottle 100% juice (cranberry, orange or apple);
- One (1) 6-pack bottles, microbrew beer;
- One (1) bottle nice red wine;
- Small block of swiss cheese and cheddar cheese, with crackers
- Fruit platter - including whole bananas and oranges
- Candy
- Salt & Vinegar or Barbeque chips
- Chocolate (dark, milk, white) - LINDT
- Tea (normal + herbal), also coffee, milk and honey
- Kettle
- Cutlery, glasses, mugs

IV. SOUND & LIGHTING CHECK

Artist requires two (2) hours of clear stage available for band setup and sound-check prior to doors.

V. MERCHANDISING

Presenter shall provide a clean table in a well-lit, high traffic area for merchandise sales. Unless otherwise negotiated, artist will provide seller, and receive 100% of all band merchandise sales.

80/20 split

VI. HOTEL

If Presenter is providing lodging, Presenter will make reservations for them at a high quality hotel of at least 3-star rating. Accommodations must have private bathroom facilities, high-speed internet, and a 24-hour touch tone telephone system.

Red Lion in Eureka, IL

VII. TRANSPORTATION

- Sponsor will provide band with any special directions needed to locate the load-in door for the venue, and/or parking during the event.
- Sponsor must provide parking permits for one van, either at loading dock area or in lot nearest loading area.
- Sponsor must provide access to loading dock or main doors nearest to performance stage.

VIII. STAGEHANDS / STAFF

- One (1) monitor technician (section IX) and One (1) lighting technician (section X)

IX. HOUSE SOUND SYSTEM

All equipment required in this rider must be completely set-up and tested prior to artist/crew's arrival at the hall. It is extremely important that the entire system is free of hum, ac induced lighting noise, and physical noise from equipment racks. The system must be fully functional with all lines run and tested prior to the artist's arrival. For more information relating to sound system please contact Jason "JB" Brown, [REDACTED] specifically

FOH System - d&B, L'Acoustic, Nexco, Adamson ← **IN House System Only DIS**

- Artist requires a quality full-range PA system capable of covering all areas of the audience with at least 100dBa SPL plus headroom. Line Array systems are preferred. Please include suitable in-fill speakers for front line coverage with a time-align able signal path.
- NOTE : Artist's FOH engineer must have access to and control of all elements of the PA system at all times if requested.

FOH Console - Must be fully functional and noise/buzz free. Please note an LS9 is not suitable for mixing the Waifs shows.

PREFERRED OPTION IS DIGIDESIGN PROFILE OR SC48 (WITH WAVES PLUGINS INSTALLED)

Digital: Digidesign Profile, SC48, Midas Pro6, Pro 2, Digico SDTen, Soundcraft Vi6

Analog Systems

- Must feature at least HPF, Polarity switch and 4-band sweep-able EQ.
- Inserts as per input list.
- FOH 31-Band stereo EQ and any fill sends.
- FOH stereo Compressor.
- Prefer : Midas & Soundcraft

IN House analog systems only DIS

Monitor System - Five (5) mixes on nine (9) wedges + cue wedge d&B, Nexco, L'Acoustic

- Please provide a sober, competent operator, familiar with all aspects of the equipment and available for soundcheck and show. This includes being available for the support acts as well.
- Monitor system should be quality equipment. They require hi-fi sounding mixes, not rock 'n' roll loud.
- Monitor system must be able to handle kick drum and acoustic bass in all mixes if requested.
- All sends require a 31-band EQ in the signal path.
- Monitor console must feature HPF, Polarity switch and 4 band sweep-able EQ.

X. LIGHTING

Light should be run on separate circuit from the sound system.

Unless otherwise informed (on occasion Artist tours with own light operator), please provide a competent lighting operator and light show capable of covering all performers on stage. The style of music does not require strobe effects or excessive use of smoke machines.

XI. BACKLINE

Artist requires the listed backline to perform.

- One (1) Bass Rig - head and speaker box including speaker cable to suit
(prefer) Head 400W + Cab
Gallien Krueger 800-RB 4 x 10" Bass Cabinet. Or 8 x 10 to suit.
Gallien Krueger 1000RB Gallien Krueger / Ampeg
Ampeg SVT Classic
- One (1) Guitar Amp - (Preferred) Fender Deluxe Reverb (or Fender Twin Reverb)
- One (1) 6-Space or 8-space Guitar Rack (suitable for acoustic guitar)
- One (1) Drum Kit (if not touring own kit) - Artist prefers a smaller jazz inspired vintage number (i.e. Ludwig or Rogers or Gretsch) not a rock kit nor rock cymbals. 20" kick, 14" snare, 12" top tom, 16" floor tom; light jazz cymbals (14" hi-hat, 12" crash, jazz ride); light kick peddle (not a heavy speed metal type please if possible).
- One (1) Drum Carpet - 8' x 8'

XIV. INSTRUCTIONS FOR PROMOTER AND STAFF

Artist reserves right to refuse to perform in the event that these conditions have not been met and not negotiated. Such refusal to be without prejudice to Artist's rights herein, and Artist shall not be held responsible for any claims arising out of Artist's failure to appear promptly or at all.

- A. If artist is to headline the show, Artist shall have the right of approval of all other acts on the bill.
- B. Presenter agrees that any commitment of personal appearance or interview will be made with prior artist's consent. Time allowing, the band is generally happy accommodating quality media opportunities.
- C. Presenter shall not allow audience to enter concert hall until technical set-up has been completed. Artist shall complete said set-up one hour prior to performance time, provided there are no technical problems beyond their control. Artist reserves the right to hold the concert until satisfied with the sound.
- D. No background music shall be played before or after the concert without approval of Artist. The band will provide a CD or ipod for music to be played before and after the concert.
- E. The presenter agrees to PROHIBIT SMOKING in the performance space, on stage and in the dressing room during the set-up, sound check and show. This is a NO-SMOKING show.
- F. Artist expressly reserves all rights with respect to the photographing, broadcast, recording or reproduction by any sight and/or sound devices of each of the Engagements. Purchaser shall not, and shall not permit any person or entity to photograph, record, broadcast, film or tape, in any manner whatsoever, any portion of the performances without Artist's prior written consent.
- G. Sponsor shall make available ten (10) complimentary seats per show to Artists for their use.
- H. Sponsor shall furnish and supply at his/her sole cost all necessary permits, licenses and authorizations from any and all government agencies, bureaus and departments, Federal, State and local.
- I. Sponsor agrees to pay all Federal, State and local amusement taxes and to indemnify and hold Artists harmless from payment of such taxes.

XV. REPRESENTATIVES AND ADDITIONAL CONTACTS:

BAND MANAGERS:

PRODUCTION TECH MANAGER:

NORTH AMERICAN TOURING:



XVI. AGREED & ACCEPTED

PURCHASER/SPONSOR SIGNATURE

date

7/22/15

ARTIST MANAGER SIGNATURE

Philip Stevens and/or Lea Sheppard - Philip Stevens Management Etc The Wait's

date

6/22/15

X _____
ARTIST REPRESENTATIVE SIGNATURE

Jeffrey Laramie, President - SRO Artists, Inc.

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/riders only as modified by this rider AND TECHNICAL SPECIFICATIONS OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET. This rider is made an integral part of all agreements.

11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, the cost of backline equipment), or any equipment not listed as available in the Van Duzer Theater technical specifications packet, regardless of whether or not they are listed as requirements in the Artist's rider, unless these requirements are specifically written into the payment section of the contract face for this engagement, as well as the deal memo for this engagement, if a deal memo has been issued.

12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee.

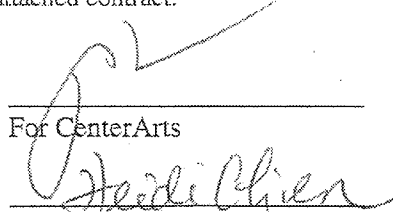
13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall inure to the benefit of their successors and assigns, and all obligations of any of the parties hereto shall bind his, her, or its heirs, executors, personal representatives, successors and assigns. A fully executed contract for this engagement shall be deemed an acceptance of the terms in this rider, regardless of whether or not this rider has been countersigned by the artist or an authorized representative of the artist.

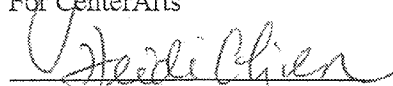
14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contract.



For Artist
Phillip Stevens on behalf of
The Waifs

Tax ID/Social Security #



For CenterArts


For University Center

Updated: April, 2009