

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

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

1. INDEMNIFICATIONS. *Producer* Artist(s) and Artist's Representatives shall hold harmless, indemnify, and defend the ~~State of California, the Trustees of the California State University, Humboldt State University, CenterArts, University Center, HSU Associated Students, and the officers, employees, volunteers and agents of each of them~~ from and against any and all liability, loss, damage, expenses, ~~costs of every nature~~ and causes or actions arising out of or in connection with the Artist's use or occupancy of the premises, provided that such claims, demands, losses, liabilities, costs or expenses are ~~due or are claimed to be due~~ to the willful or negligent acts or omissions of Artist or Artist's ~~personnel~~ *agents and/or employees* ~~solely~~ *publicly perform within*
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.~~ *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. ~~AGENTS WARRANTY. ARTIST warrants that AGENT has full and current legal authority to act on behalf of Artist.~~ *\* which consent shall not be unreasonably withheld* *Producer* *Producer* *subject to* *Artist's services* *written approval*
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.~~ *Artist's written approval*
5. NON-PERFORMANCE NOT A DEFAULT. Neither Artist nor CenterArts shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, ~~acts or regulations of public or University authorities, labor difficulties, illness or accident to Artist,~~ *acts or regulations of public or University authorities, labor difficulties, illness or accident to Artist,* *reasonable control of Artist and CenterArts. (Paragraph 5 is subject to terms of contract)*
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.~~ *Damages, if any, to be determined by a court of law, 15% (10% of CDs/DVDs)*
7. MERCHANDISING PERCENTAGE. CenterArts takes ~~20%~~ *15% (10% of CDs/DVDs)* of gross merchandising receipts for this engagement. *(less tax)*

8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES ON CAMPUS. *illegal*

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. *or Artist Rider* No ~~representation~~, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract *amended* 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. *(not attached)* 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. *not attached*

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

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

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

*[Signature]*  
For Artist *Producer*

*[Redacted]*

Tax ID/Social Security #

*[Signature]*  
For CenterArts

For University Center

Updated: April, 2009

*\* Execution subject to amendments hereto*



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

**WEIRD AL YANKOVIC** *EAR BOOKER ENTERPRISES, INC*

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

Agreement made 21 Jan 2015 between EAR BOOKER ENTERPRISES, INC. (hereinafter referred to as "PRODUCER") furnishing the services of WEIRD AL YANKOVIC (hereinafter referred to as "ARTIST") and CENTER ARTS - HUMBOLDT STATE UNIVERISTY/Roy Furshpan (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

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

**1. ENGAGEMENT VENUE(S):**

JOHN VAN DUZER THEATRE  
 1 Harpst Street  
 Arcata, CA 95521  
 USA

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT \_\_\_\_\_

**2. DATE(S) OF ENGAGEMENT:**

Tue 01 Sep 2015

- a. Number of Shows: 1
- b. Show Schedule(s): 07:30 PM Doors  
08:00 PM WEIRD AL YANKOVIC, (135 min.)

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

No support. No intermission. No curfew.

IN-HOUSE SOUND, LIGHTS & PRODUCTION \_\_\_\_\_

**3. BILLING (in all forms of advertising):**

100% Headline "WEIRD AL" YANKOVIC - THE MANDATORY WORLD TOUR

**4. COMPENSATION:**

\$30,000.00 USD (Thirty Thousand U.S. Dollars) flat GUARANTEE.

**REIMBURSEMENT(S):**

\$1,500.00 USD for Advertising due: 01 Sep 2015 -- Paid to ARTIST at settlement for PURCHASER's contribution towards Tour Creative and Las Vegas "flyaway" promotion costs.

GUARANTEE inclusive of support

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

**5. PRODUCTION AND CATERING:**

- a. PURCHASER to provide in-house stacks, racks and lighting as required by ARTIST (show expense - \$3000 budgeted - not a cap). Said "in-house" stacks, racks and lighting shall be augmented to meet ARTIST's minimum requirements (show expense - \$3000 budgeted - not a cap) as deemed necessary by ARTIST's Production Manager.
- b. ARTIST to provide the following at no cost to PURCHASER: backline; monitors; monitor board; FOH board; in-cars; mics; stands; cable; power distro; 32 x 10 foot LED screen and 5 (five) motors to fly it upstage. (below or just upstage of the screen, ARTIST will hang a drape split in the middle and upstage of the drape is ARTIST's quick change area and PURCHASER will need to supply pipe and drape to close the ends of that area off); Lighting package including haze, strobes, led lighting, confetti cannons and a bubble machine. ARTIST will be providing truss, rigging and cabling for lighting. In the event the venue has unmovable and permanent production, PURCHASER shall immediately notify ARTIST and shall nonetheless make best efforts to integrate the touring production into the venue. In the event that there are rigging restrictions that would involve production modifying or ground supporting show elements, PURCHASER shall work with ARTIST on a solution and cover any cost of additional gear (truss, genic lifts, motors, etc). All customary and standard expenses associated with all of the foregoing (i.e. stagehands and loaders) shall be a show cost.
- c. PURCHASER to provide and pay for 2 (two) follow spots and 2 (two) 8' x 8' risers (1 is 24" tall and 1 is 18" or 16" tall) as required by ARTIST.
- d. PURCHASER to provide and pay for 2 (two) experienced female dancers as required by ARTIST who will appear on the stage for 1 (one) song during the show. Said dancers shall be over the age of 18 with black undergarments, black leotards, either matching white or black tennis shoes, dark make up / grunge look and hair ties.
- e. It is understood and agreed that the show length is approximately 135 minutes. No support. No intermission.
- f. PURCHASER to provide and pay for a 12-passenger van with runner as required by ARTIST (no airport pickups).

Production Contact:

Michael Moore Jr.  
(707) 826-4411 (off)

#### 6. TRANSPORTATION AND ACCOMMODATIONS:

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

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

#### 7. SPECIAL PROVISIONS:

a. It is understood and agreed that the engagement herein will be ALL AGES.

b. Ticketing + Meet & Greet Guidelines & Restrictions:

1. IT IS UNDERSTOOD AND AGREED THERE WILL BE NO VENUE, RADIO OR ANY OTHER PURCHASER GENERATED MEET & GREET. HOWEVER, ARTIST SHALL HAVE THE RIGHT TO CONDUCT ITS OWN MEET & GREET IN ITS SOLE DISCRETION.

2. ARTIST comps = 12.

3. PURCHASER and venue agree to work with CID Entertainment to sell VIP packages in connection with the Engagement herein and that PURCHASER shall not participate in any revenue derived from the sale of said VIP packages. As such, PURCHASER will provide CID Entertainment 150 tickets for VIP packages, including 50 (fifty) tickets in price level 1 (rows 1-2) and 100 (one-hundred fifty) ticket in price level 2 (rows 3-15). In addition, PURCHASER hereby grants and shall secure (at no cost to ARTIST) all necessary rights and approvals necessary for ARTIST to conduct its on-site activities. All details regarding the above must be approved in writing by Jon Leshner (jonleshner@cidentertainment.com).

4. PURCHASER and venue agree to work with Crowdsurge to satisfy all of "WEIRD AL" YANKOVIC's Fan Club ("Fan Club") demands. As such, PURCHASER will provide Crowdsurge with up to 10% of the house, exact amount to be determined by Crowdsurge to be included in the pre-sale to members of the Fan Club ("Fan Club Tickets"). PURCHASER agrees that 75-80% of these Fan Club Tickets will be in price level 1 and the remaining will be split between the lower price levels. PURCHASER acknowledges and agrees that it shall not participate in any revenue earned on top of the face value of the tickets sold. PURCHASER and Crowdsurges will mutually agree on both the "start date" of the pre-sale (which shall in no event be less than at least 72 hours prior to the start of the regular on-sale) and the "end date" when the pre-sale ends. Once the end date has been reached, the balance of the reserved Fan Club Tickets (if any) will be considered to be ARTIST holds until a mutually agreed upon "release" date. Once the release date has been reached, the balance of the ARTIST holds (if any) can be released to the general public. All details regarding the above must be approved in writing by Jake Williams (jake.williams@crowdsurge.com).

5. PURCHASER shall not engage in any ticket discount programs (i.e. Groupon, Living Social, Goldstar, etc.) for engagement herein without prior written approval from Stephanie Myers.

c. Marketing Guidelines & Restrictions:

1. It is understood and agreed that ARTIST will be billed at all times as 100% Headline "WEIRD AL" YANKOVIC – THE MANDATORY WORLD TOUR.
2. Ticket header must be printed "WEIRD AL" YANKOVIC (large) THE MANDATORY WORLD TOUR (small). No sponsors allowed on the ticket header.
3. For all print, radio and TV materials (the cost of which is already included in the \$1,500 reimbursement as outlined herein), please contact Project Blackbird (mandatorytour2015@projectblackbird.tv). Advertising materials cannot be altered. No other advertising materials may be used unless there are instance(s) where these ad mats cannot be utilized (ie. series/season ads). In such instance(s), PURCHASER must utilize ARTIST approved photos in all advertising (please contact Stephanie Myers for said photos) -- NO OTHER PHOTOS MAY BE USED. Final draft(s) of all advertisement(s) must be sent to Stephanie Myers (smyers@wmeentertainment.com) for approval prior to use.
4. Marketing plans shall be submitted to Stephanie Myers (smyers@wmeentertainment.com). These marketing plans must be approved in writing by Stephanie prior to your on sale.
5. Any radio "presents" need written approval of ARTIST. Please direct all requests to Stephanie Myers.
6. There shall be no visible sponsor signage on the stage. No implied endorsements or "presents" of any kind. Any exceptions to this must be approved in advance in writing by Stephanie Myers.

d. Recording & Broadcast Guidelines & Restrictions:

1. PURCHASER UNDERSTANDS THAT THIS CONTRACT IS SPECIFICALLY FOR A LIVE PERFORMANCE. TO CLARIFY, PURCHASER UNDERSTANDS NO LIVE BROADCASTS, NO AUDIO OR VIDEO RECORDING AND NO WEBCASTS WITHOUT PRIOR WRITTEN PERMISSION FROM ARTIST'S MANAGEMENT. IN ADDITION, PURCHASER SHALL MAKE BEST EFFORTS TO PREVENT ANY UNAUTHORIZED RECORDING, REPRODUCTIONS, TRANSMISSIONS, ETC. OF THE ARTIST'S PERFORMANCE HEREUNDER.

c. Any language that may have been contained in your offer, which is not included in this agreement, shall not be considered part of the contract.

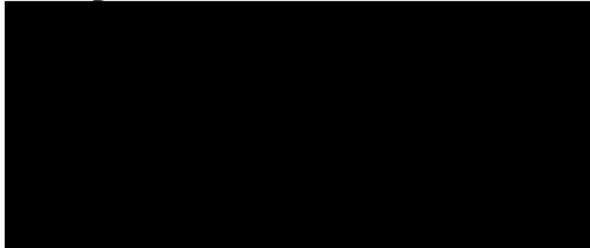
8. ARTIST RIDER:

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

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

- a. All deposit payments shall be paid via certified or cashier's check sent to:



UNIVERSITY CANNOT PAY DEPOSITS



**ALL PAYMENTS BY UNIVERSITY CHECK**

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

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

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

**11. SCALING AND TICKET PRICES:**

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Tue 1 Sep 8 00 PM	812 Reserved	\$65 00	12	0	800								\$65 00	\$52,000 00
	812		12	0	800									\$52,000.00

**SCALING NOTES:**

- \*Season discounts may apply.
- \*Student Price: \$25

ADJUSTED GROSS POTENTIAL:	\$52,000.00
TAX:	
NET POTENTIAL:	\$52,000.00

**12. EXPENSES:**

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Advertising	\$1,500.00				
Advertising	\$1,500.00				Paid to ARTIST at settlement for PURCHASER's contribution toward box office admin
Box Office	\$500.00				
Catering	\$1,000.00				
Credit Cards	\$1,200.00				
Other	\$350.00				Front of House
Rent	\$725.00				
Runners	\$325.00				1 runner w/van
Security	\$900.00				includes ushers
Sound & Lights	\$3,000.00				\$1,800 Sound/\$1,200 Lights
Stagehands	\$1,500.00				
<b>Expense Totals:</b>	<b>\$12,500.00</b>				

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

**13. MERCHANDISING:**

- PURCHASER to provide a minimum of 2 (two) competent and experienced merch sellers.
- There shall be no use of ARTIST's name, likeness, logo or otherwise on any merchandise without prior written approval from ARTIST's management or WME.
- Artist sells, CD/DVD: 90.00% of proceeds to ARTIST. Includes CD/DVD/VINYL/BOOKS
- Artist sells, T-Shirts/Soft: 80.00% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:

15. TAXES:

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written:

By

CENTER ARTS - HUMBOLDT STATE UNIVERSITY  
Rev. Furshpan  
Humboldt State University  
Arcata, CA 95521

By

EAR BOOKER ENTERPRISES, INC.  
[REDACTED]

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

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

WITH THE EXCEPTION  
OF THE CALIFORNIA  
FRANCHISE TAX BOARD  
WITHHOLDING AS  
REQUIRED BY LAW



A. COMPENSATION

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

B. TICKETS

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

C. FACILITIES

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



(5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.

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

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

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

#### D. PRODUCTION CONTROL

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

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

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

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

#### E. EXCUSED PERFORMANCE

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

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

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

#### F. INCLEMENT WEATHER

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

## G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

## H. BILLING

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

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

## I. MERCHANDISING

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

## J. NO RECORDING/BROADCAST

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

## K. PURCHASER DEFAULT

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

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

## L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence, and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.)

Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

## M. ROLE OF AGENT

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

## N. NOTICES

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

## O. CONTROLLING PROVISIONS

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

## P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their

respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

#### Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

(2) PURCHASER agrees that no activities governed by this Agreement may be undertaken contrary to United States law, including, but not limited to, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, and regulatory and sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control. PURCHASER warrants that neither it nor any financier, sponsor, or contributor to the Engagement is a person or entity on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, or otherwise designated as subject to financial sanctions or prohibited from receiving U.S. services. Moreover, PURCHASER represents and warrants that it is not controlled by any such person or entity and is not controlled by a national or resident of any such country. PURCHASER further agrees to notify both PRODUCER and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement.

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

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

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

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

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

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

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

# “WEIRD AL” YANKOVIC

## TOUR RIDER – 2015

Attached please find the 2015 “Weird Al” Yankovic Tour Rider. The details enclosed are essential to a successful “Weird Al” Yankovic performance.

At your earliest convenience, please send a current version of a tech pack for your venue, a seating diagram, a rigging diagram with any restrictions and / or limitations; dressing room layout, a map of the area surrounding the venue showing access routes, and all contact names and information related to the show.

Please inform us of all stage crew minimum calls, union labor affiliations, dark stages, break times, penalties, hourly rates and an accurate labor estimate including overtime fees no later than two weeks before the show date.

Thank you for your assistance.

UNIVERSITY RIDER IS MADE AN INTEGRAL  
PART OF THIS AGREEMENT \_\_\_\_\_

**“WEIRD AL” YANKOVIC CONTACTS**

**TOUR MANAGER**

Jeffery Osborne  


**ARTIST MANAGEMENT**  
**IMAGINARY ENTERTAINMENT**

Jay Levey  


**PRODUCTION MANAGER**

Jeffery Osborne

**LIGHTING DIRECTOR**

Steven Mills  


**BOOKING AGENT**

WME


Brad Goodman

310-859-4370 office

310-248-5942 fax

[bng@wmeentertainnet.com](mailto:bng@wmeentertainnet.com)

**MERCHANDISE MANAGER**

Melissa King  


THIS RIDER HAS BEEN COMPILED TO ENSURE THAT ALL FACETS OF A “WEIRD AL” YANKOVIC PERFORMANCE CAN BE PROVIDED FOR PROPERLY. IF YOU HAVE ANY QUESTIONS REGARDING ANY OF THE CONDITIONS THAT ARE CONTAINED WITHIN THIS DOCUMENT PLEASE CONTACT AGENCY REPRESENTATIVE BRAD GOODMAN AT THE NUMBERS AND EMAIL PROVIDED ABOVE. PURCHASER MUST SIGN EACH PAGE AS ACCEPTANCE AND CONFIRMATION OF THESE SPECIFICS AND RETURN SIGNED CONTRACTS AND RIDER TO THE AGENCY REPRESENTATIVE.

Rider to contract dated \_\_\_\_\_ between Ear Booker Enterprises Inc

FSO "Weird Al" Yankovic [REDACTED] hereinafter referred to as "ARTIST" and \_\_\_\_\_, hereinafter referred to as "PURCHASER" covering the engagement at \_\_\_\_\_ on \_\_\_\_.

### **1. INTRO**

The items specified in this rider are necessary in order to provide the best possible show for PURCHASER. PURCHASER shall initial each page of this Rider and understands that failure to provide for any of the items contained within this Contract shall constitute a breach and ARTIST shall not be required to perform.

### **2. CONTRACT ALTERATION**

It is hereby understood and agreed that PURCHASER shall not add to, delete from or make any alterations to this Contract or Rider without the express written consent of ARTIST.

### **3. INSURANCE**

PURCHASER shall indemnify and hold ARTIST, ARTIST's employees, agents and representatives safe and harmless from and against any loss, damage, or expense including reasonable attorney's fees, as a result of any claim for personal injury or property damage or otherwise by or on behalf of any third party person or firm in connection with this engagement, which claim does not directly result from ARTIST's active negligence.

PURCHASER represents and warrants that he/she will have in effect at the time of the engagement personal injury and property liability insurance in an amount which will be sufficient to insure against any and all claims which may arise as a result of the engagement or any risk or hazardous condition at the premises of the engagement.

### **4. PRE-EMPTION**

PURCHASER shall advise Agency Representative upon signing contract if he/she is unable to comply with any of the conditions or

requirements set forth in this Rider.

PURCHASER understands that all terms contained within this Contract are essential to a binding agreement.

Upon ARTIST's arrival, if any material terms of this rider are not met by PURCHASER, ARTIST shall have the right to refuse to perform and shall be entitled to full compensation under this agreement.

**5. FORCE MAJEURE**

ARTIST's obligation to perform is subject to the inability to do so due to sickness, physical disability, accident, means of transportation, act of God, riots, strikes, terrorists, terrorist activity, labor difficulties, epidemics, and any other act or order of any public authority or any cause beyond ARTIST's control.

**6. CANCELLATION**

a. Provided ARTIST is ready and willing to perform, PURCHASER agrees to compensate ARTIST in accordance with the terms herein regardless of Act of God, fire, flood, accident, riots, strikes or any event or events of any kind what-so-ever, whether similar or dissimilar to the foregoing events, which would prevent or interfere with the presentation of performance(s) hereunder.

b. PURCHASER shall remain liable for the full Contract price if the performance(s) called for herein is/are prevented by weather conditions. ARTIST shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.



## **7. BOX OFFICE / PAYMENT**

a. All payments by PURCHASER to ARTIST are required to be made under and pursuant to this Contract. Where ARTIST'S Guarantee has not been paid in full prior to the date of the performance, the remaining payment is to be made in the form of cash ONE (1) hour prior to ARTIST's performance. Failure to do so will be considered a breach of contract, and ARTIST may cancel the performance, with ARTIST still entitled to all payments including percentages. Any substitution of a certified check or cashier's check for cash must be approved by Brad Goodman at WME at least TWO (2) weeks prior to ARTIST's performance. All such approvals must be in writing.

b. Where applicable, PURCHASER agrees to furnish ARTIST upon completion of performance a certified box office statement and the unsold tickets for count and verification of gross box office receipts.

c. When ARTIST's earnings rely upon net profits, expense vouchers shall accompany the box office statement. Any expenses allowed for in the contract, which are not fully exhausted, shall be adjusted during the settlement (i.e., if \$10,000 is budgeted for advertising and only \$8,000 is spent, the split figure will be recalculated using the actual expenditure). Any expense not allowed for in the deal as well as any budgeted expenses for which receipts cannot be produced during the settlement cannot be included in the calculation of the split point.

d. In the event of any increase in the ticket price, capacity or seating, and/or gross potential as stated on the face of the contract, ARTIST will receive one-hundred percent (100%) of the difference between that which was written on the contract face and the increase.

ARTIST earnings hereunder shall be net and free of any and all taxes, dues, and the like relating to the engagement hereunder, and PURCHASER accepts full liability for same unless specified contractually.

## **8. COMPLIMENTARY TICKETS**

12 Per contract - 12/11

PURCHASER agrees to provide ARTIST with ~~FIFTY (50)~~ complimentary tickets for each performance upon Tour Manager's arrival at venue. Complimentary tickets must be located in center section anywhere in the first 15 rows. ARTIST's Tour Manager will submit a guest list to PURCHASER and/or box office prior to the opening of the house on day of show. ARTIST's Tour Manager shall return any unused tickets to PURCHASER for the purposes of selling to the public

## **9. ADVERTISING**

a. PURCHASER shall use only ad mats, photographs, graphics or elements from ad mats supplied by WME, for the purpose of advertising and promotion. PURCHASER must use only the approved radio and television spots from Bill Young Productions: 281-240-7400, [bassett@concerts.com](mailto:bassett@concerts.com)

b. ARTIST's name or likeness may not be used or associated directly or indirectly with any product or service, nor may they be used in any program or souvenir book, poster, pamphlet or any other material or merchandise intended for sale without the express written consent of ARTIST.

c. There shall be no signs, placards, banners, or any advertising material within fifty feet (50') of the stage.

d. Please note that the correct spelling of ARTIST's name is: "WEIRD AL" YANKOVIC. Promoter will make best efforts to insure that all marquees, tickets and any other forms of advertising which don't require ARTIST's approved advertising elements (Par. 9a, above) have the correct spelling.

## **10. PURCHASER / PERMITS**

a. PURCHASER, at his sole expense, must secure all necessary permits and licenses for the performance.

b. PURCHASER must make best effort to insure timely and easy access by ARTIST's personnel to the venue and insure the cooperation of the building staff and management during the entire course of the show day(s).

## 11. TRANSPORTATION, RUNNERS AND PARKING

a. (1) ONE 15 passenger vehicle with the rear seat removed for luggage must be provided by PURCHASER and be available exclusively for the use of Tour Production, available at the venue from load-in until load-out.

There is ~~right~~  
parking for  
two buses  
at the stage  
door. The  
Trucks must  
park four  
blocks away  
after  
unloading

b. Parking at venue must be capable of accommodating (1) ONE tractor-trailer, (1) ONE 26' box truck, and (2) TWO forty-five foot (45') tour buses. If this is not possible, PURCHASER will make alternate arrangements including obtaining any necessary parking permits. PURCHASER will notify Tour Manager at least one week in advance of the date of performance of any parking problems.

~~Shore power for one bus - tm~~  
c. All buses will require 60 amp single phase shore power (minimum), to be provided by PURCHASER

## 12. HOTELS

If hotel rooms are being provided by PURCHASER, the MINIMUM ARRANGEMENTS are: (hotel needs vary dependant upon routing, please advance hotel needs with TM)

- (2) TWO suites
- (16) SIXTEEN king rooms

Hotel will be rated 4 star or better.

Please provide ALL relevant hotel information to the Tour Manager during advance. The Tour Manager will provide the rooming list to be used by the hotel.

## 13. CREDENTIALS

a. Stick-on stage and back stage access passes will be provided by ARTIST for all staff and guests, unless otherwise agreed upon by Tour Manager. Tour Manager will have full control over distribution of any and all passes.

b. Should it be agreed in advance that PURCHASER will provide passes, PURCHASER will provide a sufficient number of passes for ARTIST band, crew, guests, working personal, etc. (number to be determined by Tour Manager). Passes should be in 5 different colors and or shapes for different degrees of access (one color or shape for

each designation). All passes to be provided to Tour Manager upon his arrival at the venue, with no passes to be distributed under any circumstances until approved by the Tour Manager. Passes must be substantially different in colors and or shapes from previous events at the same venue.

c. Only those with authorized credentials may go backstage or on-stage at any time prior to, during, or after the performance.

d. The stage and general stage area shall be cleared no less than 30 minutes prior to the beginning of the performance and immediately after the show to allow the crew to clear the stage of ARTIST equipment and exit.

#### **14. SECURITY**

a. PURCHASER will provide security personnel before, during and after the performance to insure the safety and privacy of ARTIST, band and crew and their belongings, including but not limited to:

10:00 am - 1 Person in bus/truck area/1 Person at Backstage Door

2:00 pm - 1 Person in dressing room area

Following the Performance – 2 Security guards available for ARTIST meet and greet

ONE HOUR PRIOR TO DOORS A SECURITY MEETING SHALL TAKE PLACE WITH HEAD OF VENUE SECURITY, PROMOTER, VENUE MANAGER AND ARTIST TOUR MANAGER.

Please have a minimum of 2 persons at downstage area and stage left/stage right wings.

ALL AREAS that access stage or dressing room areas must be secured prior to doors.

b. PURCHASER will be liable for any and all damage to and/or theft of ARTIST and Crew's personal items, equipment or vehicle(s).

c. In the event of multiple night performances, PURCHASER shall provide full-time overnight security at venue.

d. Security meeting with the Artist's Tour Manager will be scheduled prior to the opening of doors to the public. PURCHASER will be solely

responsible for the actions of all locally hired security.

e. PURCHASER shall provide continuous security from the time of arrival of Artist's crew or sub contractors arrive at the venue until their final departure.

f. All security personnel shall be clearly and easily identifiable, unarmed and act in a professional and courteous manner and shall refrain from any excessive force.

g. When requested, PURCHASER shall provide a barricade, which shall be solidly and safely constructed and which should be of an adequate length to include stage and wings and ground support towers. This barricade shall be placed between 3' and 6' from downstage edge of stage. Barricade shall not be placed until directed by ARTIST's Stage Manager. When also requested, PURCHASER shall provide barricades for house sound and light consoles and spotlight positions. At the conclusion of show, PURCHASER must ensure that these barricades are dismantled and removed immediately.

#### **15. SOUND CHECK**

ARTIST requires a sound check for every performance, time and logistics to be discussed with the Tour Manager during show advance. Only necessary working personnel shall be allowed in the performance area during sound check. In festivals, outdoor or multiple stage areas, or any areas where personnel cannot be strictly contained, best efforts will be made to limit access to only authorized personnel. No guests or press will be permitted at sound check without prior approval of ARTIST.

#### **16. SHOW OPEN / SUPPORT ACTS**

a. There shall be no announcements, emcee, welcoming speeches (including those by local radio station), intermission ceremonies, etc. except at the direction of Tour Manager. **THESE MUST BE APPROVED BY MANAGEMENT OR AGENT.**

b. There shall be no support acts without the express written consent of ARTIST. In the event ARTIST has approved a support act, ARTIST reserves the right of approval of said act's set length, and the length of

intermission between support act's set and ARTIST's set.

**17. DANCERS**

DANCERS ARE TO ARRIVE AT THE VENUE AT 4:00 PM  
PURCHASER to provide (2) TWO experienced female dancers, who  
will appear on stage for one song during the show. Details to be  
provided by Tour Manager during advance of date.

Dancers shall be OVER the age of 18 and provide the following:

BLACK UNDERGARMENTS

BLACK LEOTARDS

BOTH SHOULD HAVE EITHER MATCHING WHITE OR BLACK  
TENNIS SHOES DARK MAKE UP/ GRUNGE LOOK

HAIR TIES

PURCHASER IS RESPONSIBLE FOR PAYMENT TO DANCERS.

**18. MEDIA / REPRODUCTION OF PERFORMANCE**

a. ***NO PROFESSIONAL AUDIO OR VIDEO TAPING OR  
PHOTOGRAPHY OF ANY KIND WILL BE ALLOWED WITHOUT  
THE EXPRESS WRITTEN CONSENT OF ARTIST. PURCHASER IS  
RESPONSIBLE FOR ENSURING THIS IS ENFORCED.. ARTIST  
MAY VIDEOTAPE THE PERFORMANCE FOR HIS PERSONAL  
ARCHIVE AND ANY AUDIO OR VIDEO FEEDS FOR THIS USE  
MAY BE OBTAINED AT NO COST TO ARTIST.***

b. Where still photography has been approved, there will be no flash  
photography during the performance without prior consent by ARTIST

**19. MERCHANDISE**

a. ARTIST shall have the sole and exclusive right, but not the  
obligation to sell all ARTIST merchandise at the venue. No sale or  
distribution of any material pertaining to ARTIST other than officially

authorized material will be allowed without the prior written consent of ARTIST.

b. No product utilizing the name, logo or likeness of the ARTIST may be produced or distributed by any third party.

c. PURCHASER agrees to provide a minimum of FOUR (4) competent and experienced sellers and FOUR (4) 3 Ft. x 6 Ft. tables for permitted area where Artist's merchandise can be sold/distributed. PURCHASER will make best efforts to ensure that such area is best suited to traffic flow and visibility. Merchandise Area should have working power outlets.

Our Merchandise Manager can be reached directly:



## "WEIRD AL" YANKOVIC PRODUCTION RIDER

### 20. PRODUCTION NOTES      IN-HOUSE SOUND, LIGHTS & PRODUCTION \_\_\_\_\_

a. PURCHASER may not dictate the sound level of the performance without the express written consent of ARTIST.

b. In the event ARTIST has approved any additional acts on the bill, ARTIST reserves the right of approval of said act's equipment placement, lighting effects, sound, and all other production elements.

c. Any and all lit signs, displays, TV monitors etc. within the house may be turned off at direction of ARTIST Tour Manager.

d. A black upstage drape across the entire stage shall be required, as well as legs on either side of the stage, placement and control of which shall be at ARTIST's discretion. In larger venues where drapery is needed to cover seat kills, PURCHASER shall provide proper coverage of drapery and modes of flying (truss, piping, steel, rope, etc.), to be discussed with the Tour Manager during advance.

PURCHASER shall also provide any necessary drapery (pipe and drape) for either side of the stage, or for covering stage left and stage right, to be determined by Tour Manager at load-in.



e. The show contains **NO PYROTECHNICS** – there are two (2) **Confetti Cannons** and two (2) **Bubble Machines** used during the show. All paperwork for these machines and their contents are on file with production. Any needs PURCHASER may have for fire permits, etc. that may in any way restrict the use of these must be discussed with WME or ARTIST's Tour Manager immediately upon receipt of this Rider.

f. NOTE THIS SHOW RUNS APPROXIMATELY 2 HOURS AND 15 MINUTES WITH NO INTERMISSION.

## **21. SOUND, STAGING, LIGHTING AND VIDEO**

ARTIST IS CARRYING FOH AND MONITOR CONSOLES AS WELL AS MOVING LIGHTS, TRUSS, CONTROL, VIDEO SERVERS AND VIDEO SCREEN. PROMOTER IS TO PROVIDE HOUSE STACKS, RACKS, DRIVE RACKS AND FRONT FILL SPEAKERS.

### **AUDIO REQUIREMENTS**

#### **a. PA SYSTEM- RACKS, STACKS, FRONT FILLS**

Minimum requirements: A Stereo PA system of a to-be-determined size, subject to the size and configuration of the venue to provide full coverage to every seat in the venue from 30Hz to 18kHz. The system should be logically packaged with all necessary fly ware and cabling and constructed by a technician who is familiar with the system has the skills to deploy a modern sound system. All drive, crossover, EQ and related controls must be at the mix position, available to our FOH engineer, and are subject to his needs at time of sound check and show time. The system must be in good working order, be correctly phase-aligned and capable of generating and sustaining continuous full range sound at a minimum of 105db A-Weighted.

Preference is a LINE ARRAY system consisting of d&b, Meyer, Nexo, L'Acoustics, or JBL VerTec cabinets with the proper manufacturer-

IN HOUSE  
PA  
ONLY  
DTS

specified processing and amplification. All processing should be running the manufacturer's latest presets. All other systems are subject to advance.

There shall be no semi-pro gear found anywhere in the system or main signal chain. This includes, but is not limited to, Peavey, Behringer, or Mackie products

Due to the nature of the performance and the extensive use of in-ear monitoring (reducing stage noise), front fill speakers will be required at every show. These should be appropriate in size and quantity and leave no seat down front unable to hear every word of the show.

#### **b. CARRIED WIRELESS GEAR**

We will be bringing various wireless gear with us (mics, in-ears, guitar wireless). These operate in the following frequency bands:

Mics: Shure H4 Band (518-578 MHz)  
In-Ears: Shure G6 Band (470-506 MHz)  
Guitars: Sennheiser G Band (572-608 MHz)

In the event that these frequencies must be licensed, the purchaser shall be responsible for obtaining these licenses at no cost to the artist. If these frequency bands cannot be used, please provide replacement gear as described by the "when traveling without production" section that follows.

#### **NOTE: ARTIST CARRIES FOH AND MONITOR CONSOLES.**

PURCHASER must provide the minimum requirements outlined above, and provide knowledgeable technicians who must all be available at load in. In the event there are one or more opening bands we will not be able to allow the opening acts to utilize our consoles; therefore the audio company providing the PA must supply separate consoles (FOH and MONITORS) plus separate EQ, OUTBOARD, MIC PACKAGE, SNAKE and cabling for the opening bands – SEPARATE FROM ARTIST'S EQUIPMENT AND MAINTAINING COMPLETE EXCLUSIVITY

**c. CONSOLE LOCATION**

**MIX POSITION**

Mix and lighting position will be on a riser located not more than 75' (feet) from the front of the stage, ~~center house~~. ~~Riser shall be 24' (feet) wide and 16' (feet) deep. Height shall be 12" (inches) high to a maximum of 24" (inches) high.~~ In arenas, riser shall be located house center on the main floor. In theaters, no risers are necessary but proper care should be taken to accommodate consoles in seating areas (removal of chairs or chair covers). No seats directly behind this position (obstructed viewing) shall be sold without ARTIST's approval.

Slightly  
off center  
DTS

12' x 8'  
Space  
For Sound,  
Lighting  
in Booth  
DTS

**d. STAGING – RISER REQUIREMENTS**

PLEASE SEE ATTACHED STAGE PLOT FOR CLARIFICATION

1. Stage size shall be a minimum of 40 (Forty) feet wide by ~~40 (Forty)~~ feet deep by FIVE (5) feet high (40' x ~~40' x 5'~~). The stage surface will be uncarpeted, level and free of any obstructions.

2. One set of steps to be located on the downstage edge to allow ARTIST access into the house during the performance.

3. The monitor line will be 2 feet from the downstage edge.

4. Stage will be skirted (black) and free of any signage.

5. Please provide the following Black Skirted Risers:

(1) ONE 8' x 8' x 24" ~ uncarpeted riser for DRUMS

(1) ONE 8' x 8' x 18" ~ uncarpeted riser for KEYBOARDS.

6. When ARTIST is performing at a festival with multiple acts and multiple stages, regardless of whether he is closing the show or playing in the middle of the event, ARTIST must be provided the MAXIMUM amount of stage space for our stage elements.

7. When ARTIST performance is to take place on a free-standing stage, two sets of steps shall be located off stage left and right approximately thirty feet (30') from the downstage edge.

36' DEEP  
DTS  
3' High  
DTS

16" DTS

### e. QUICK CHANGE AREA

PURCHASER MUST provide a "quick change" wardrobe area which shall be set directly behind the ARTIST video screen (please refer to stage drawing attached to Rider). This area shall be 36 feet wide and at least 10 feet deep, and is ESSENTIAL to a properly executed show. If your venue has a black wall it may be OK to just provide pipe and drape to cover both sides of the quick change area. Please also provide six (5) chairs without arms and THREE (3) 8-foot tables for the quick change area.

PURCHASER SUPPLIES ALL PIPE AND DRAPE FOR THIS AREA. ARTIST PROVIDES THE FRONT 36 FT OF CURTAIN THAT HANGS DOWNSTAGE OF QUICKCHANGE.

## 22. LIGHTING REQUIREMENTS

PLEASE SEE ATTACHED DESIGN DOCUMENT FOR CLARIFICATION ON WHAT THE TOUR WILL BE CARRYING WITH THEM.

Purchaser will provide the following Lighting Requirements:

### a. SPOTLIGHTS

*— Lycian StarKites only DTS*  
(2) TWO \* ~~2000 watt~~ follow spots with experienced operators.

BRIGHT evenly matched color temperature spot lights in good working order.

Spotlights must have a short arc lamp source.

Preference: Robert Juliat-Heloise or Arimis, followed by Lycian.

*← reaches 25% only DTS*  
~~Spotlights are to be in a position that enables the operators to reach into 75% of the house or more~~ the artist will be performing in the house during a portion of the show.

Please make the tour aware of the throw limitations of your spotlights.

Tour will be carrying gel for spotlights. During the day gel will need to be loaded into spots by house lighting crew.

Follow Spot Operators are to be in place on headset and show ready 15 minutes prior to show.

**b. TRUSS & FIXTURES**

(PLEASE SEE ATTACHED DESIGN DOCUMENT FOR CLARIFICATION, AS SOME ELEMENTS MAY HAVE CHANGED)

1. ARTIST will be carrying ALL elements needed to support the design.
2. Motors - Tour will be carrying all motors, cable, rigging and control associated with the design. Any additional black masking or modifications to the design due to weight limits or rigging restrictions will need to be discussed with tour. These modifications might need additional rigging at the purchaser's expense.

**c. RIGGING INFO**

Please let tour know of rigging restrictions and limitations. Riggers must have their own rigging ropes and must be available during load in and strike.

**d. FOGGERS & HAZERS**

Tour will be carrying 2 Base Hazers (Water Based) and 2 G300 fogger.(G300 has quick dissipating fluid)

**23. VIDEO REQUIREMENTS**

SEE ATTACHED DESIGN DOCUMENT FOR CLARIFICATION

- a. Tour will be carrying an LED wall with all associated cabling, processing, and rigging.
  - b. PURCHASER must let ARTIST know of any rigging restrictions or sight line issues so that the proper modifications can be made. These modifications might need additional rigging or video gear at the purchaser's expense.
  - c. Please make tour aware of existing house video infrastructure during advance. In some show environments it might make sense for Tour to patch into house system.
  - d. During advance please make tour aware of use of IMAG displayed on house video system during duration of the show.
- c. In the event IMAG is used on house video screens, Lighting/Video Director must have control over the brightness and art throughout the duration of the performance.

## **24. POWER REQUIREMENTS**

100 amps 3 phase for audio

400 amps 3 phase for lighting/video

~~2 x 60 amps for shore power (buses)~~

*(Ties in w/ House Dimmers)*  
*1 - 50A power only*  
*DS*

## **25. LOAD-IN /SCHEDULE/ LABOR**

### **NORMAL SHOW DAY SCHEDULE**

9:00 AM - Breakfast - Local Sound Load In

10:00 AM - Weird Al Load In

11:00 AM - Wardrobe Assistant

1:00 PM - Lunch

4:00 PM - Dancers Arrive

6:00 PM - Stormtroopers Arrive

6:00 PM - Dinner

7:00 PM - Doors

8:00 PM - Show

10:15 PM - Load Out

### **LABOR – LOAD IN – LOAD OUT – SHOW CALL**

#### **PLEASE PROVIDE THE FOLLOWING**

(4) FOUR Loaders/Stage Hands

(4) FOUR Audio

(5) FIVE Lighting

(3) THREE Riggers (2 up, 1 down)

(1) ONE Electrician

(1) ONE Forklift operator (if necessary and advanced)

(1) ONE Wardrobe assistant 11:00 AM – 4 Hours

(4) FOUR Merchandise Sales Assistants

(1) ONE Runner (**\*Must know area well!**)

**PLEASE PROVIDE ONE ADDITIONAL SOUND AND LIGHT PERSON FOR THE LOAD OUT.**

PURCHASER to provide the following “show-call” personnel:

(2) TWO Spot Operators

(2) TWO Stage Hands

Time of sound check will be determined in the show advance.

PURCHASER will keep venue free of all extraneous activity during set-up through sound check and of any persons not directly connected with the show (i.e.: ticket takers, ushers, etc.)

## **26. HOUSE OPENING AND HOUSE LIGHTS**

PURCHASER will provide the following:

1. PRODUCTION OFFICE

- a. ~~One production office with one working unrestricted telephone line to be set up and available by 9:00 AM.~~ Please provide number during advance.
- b. Wireless Internet. Please provide Login/Password Info at advance.

2. DRESSING ROOMS

These rooms MUST be well lit, and have working air/heating controls, and separate bath facilities and showers. There shall be at least one large tall mirror in each room and have proper furniture for AI and band to relax. Please provide Hand Towels, and Soap in each Dressing Room.

Three  
rooms  
total  
backstage

Dressing room assignments are as follows: Please provide signage.

- # 1 - AI (large room)
- # 2 - Band (large room)
- # 3 - Crew (large room)
- # 4 - Dancers (large room) with all furniture REMOVED.
- # 5 - Local 501<sup>st</sup> Legion (very large room). These performers are featured during the Star Wars-themed song in the show. Room must accommodate up to 15 people with general seating (couches and/or chairs) and a central area for rehearsing.

NOTE: Where possible, this room should be located in a SEPARATE AREA from AI and band.

At least one ironing board, iron and steamer are to be provided for the wardrobe person reporting at 11:00 AM.

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

## **CATERING**

**Note: Al and Melissa are strict vegan: absolutely no beef, poultry or seafood of any kind, and no animal products or byproducts (no eggs and no dairy) for either of them. Please label each vegan meal accordingly. Melissa is severely allergic to all mushrooms.**

### **THE FOLLOWING NUMBERS ARE FOR TOUR PERSONEL ONLY:**

#### **Breakfast - 11 People - To be served 1 Hour before Load In.**

A healthy Continental Breakfast to include

6 Plain Bagels

6 Thomas' English Muffins

1 Dozen Assorted Fresh Donuts

6 Fresh Muffins

Kashi Cereal

4 Fruit Greek Yogurts

2 Plain Greek Yogurts

Cream Cheese, Peanut Butter, Jelly

Fresh fruits to include melons, oranges, bananas and asst. berries

1 Gallon No Pulp **SIMPLY** brand Orange Juice

24 Bottles Spring Water (no Dasani brand please)

Whole, 2%, chocolate milk

soy milk (plain)

Coffee, Tea, Hot Chocolate, Sugar, Honey, Agave Nectar and Splenda. (available all day)

6 Coffee Flavored Starbuck's bottled Frappuccinos

6 Diet Coke or Diet Pepsi

1 Quality 4 slice Toaster or Toaster Oven

#### **Lunch - 11 People - To be served from 1:00 PM to 4:00 PM**



Healthy Deli Tray (NOT PRE MADE SANDWICHES) to include the following. All freshly sliced.

Roast Beef, Ham, Turkey, Provolone, Cheddar and American Cheese. Also include either Tuna, Chicken or Egg Salad.

Panini Grill if available

Fresh Garden Salad with assortment of Dressings Assorted small bags of Chips

Assorted dessert choices (Cookies, Brownies, Cakes)

Assorted fresh Juices, Coffee, Tea, Gold Leaf Sweet Tea, Sodas, Bottled Water,

**TWO VEGAN MEALS FOR AL AND MELISSA.  
NO MUSHROOMS.**

**Dinner - To be served after sound check at approx 5:30 PM**

20 hot meals, (no fast food, no turkey),

Meals must include 2 main entrees (1 beef – 1 chicken or fish)

3 side dishes

Salad

Dessert.

**TWO VEGAN MEALS FOR AL & MELISSA.  
MELISSA IS SEVERELY ALLERGIC TO ALL MUSHROOMS  
PLEASE LABEL ALL VEGAN ITEMS**

Coffee, Tea, Milk, Soft Drinks, Juice, Sweetened Iced Tea and Bottled Water (no Dasani brand)

Menu to be approved by Tour Manager,

**DRESSING ROOM HOSPITALITY - To be set up by 3:00 PM**

**Al Yankovic's Dressing Room - (THIS IS JUST FOR ONE PERSON)**

Fresh organic fruit (preferred: seedless watermelon, honeydew melon, blueberries, strawberries, blackberries, Medjool dates)

Salsa, guacamole, hummus and pita (or flour) chips

4 bottles of assorted organic fresh fruit juice (**not smoothies**)

(preferred brands: Evolution, Naked, Odwalla and Bolthouse Farms)

1 carton of soy or almond milk

Hot tea set-up (Yogi brand preferred - "Throat Comfort" & assorted)

Honey in unopened sealed container

One case of bottled spring water (no Dasani brand please)

Six Pellegrino sparkling waters or club soda

Small loaf of organic vegan bread OR sourdough English muffins

ONE of the following:

jar of organic almond butter

jar of organic jam/preserves

box of organic breakfast cereal

ONE of the following:

dark chocolate-covered almonds

dark chocolate-covered graham crackers

dark chocolate-covered ginger

dark chocolate-covered cherries

vegan cookies

vegan ice cream

Poco Dolce chocolate tiles

Gourmet chocolate bar or some other fancy candy/dessert

**Band Dressing Room - This is for (4) FOUR PEOPLE**

Assorted fresh fruit  
Assorted Dried Fruit  
CLIF or KINE energy bars  
Cut Vegetable Tray  
Deli/Cheese Tray with Condiments  
Fresh Salsa  
Guacamole  
Crackers, Tortilla Chips, etc  
6 plastic bottles of assorted organic fresh fruit juice (Evolution, Naked, Odwalla, Bolthouse Farms, etc. including but not limited to sugar free cranberry)  
Loaf of sliced whole grain bread  
Coffee, tea, lemon, honey, sugar and milk  
One case of bottled water (no Dasani brand please)  
One six-pack of sparkling water or club soda

**Production Office**

Please stock Production Office with:  
1 large cooler containing 12 bottles Spring Water, 6 Orange or Grape Vitamin Water (Not Diet) and 6 Arizona Green Iced Tea  
30 pre washed extra large high quality bath towels  
15 pre washed dark hand towels

**501<sup>st</sup> Legion Dressing Room**

3 Large Pizzas @ 6:00 PM (for an 8:00 PM show)  
48 Bottles Spring Water

**Dancer's Dressing Room**

Chips and Salsa  
6 Bottles Spring Water

**SHOW DRINKS – Deliver to Stage at 1:00 PM**

24 room temperature Bottles of Spring Water in Quick Change area (No Dasani brand please)

### AFTER SHOW FOOD

To be served after the show or at approx 10:15 pm

Please have Menus available for Tour Manager upon arrival to determine our after show food order. (Pizza, Sandwiches, Salads).

### BUS STOCK

THESE ITEMS CAN BE DELIVERED TO RACHEL AFTER 1:00PM.

THESE ITEMS SHOULD BE PURCHASED DAY OF SHOW.

WE OFTEN DO NOT NEED EVERYTHING WE ASK FOR.

RACHEL WILL PROVIDE A LIST OF WHAT WE ACTUALLY NEED  
BY 11:00 AM

60 Pounds of Bagged Ice (3 x 20 lb bags)

24 Bottles of Spring Water (no Dasani brand please)

6 plastic bottles of assorted organic fresh fruit juice (Evolution, Naked, Odwalla, Bolthouse Farms, etc.)

6 Diet Cokes or Diet Pepsi

12 Bottles Vitamin Water (assorted flavors – not diet)

2 x 16 oz. Bottles Gold Leaf Sweet Tea

6 Bottles Heineken Light

12 Bottles of Stella Artois Lager

1 Bottle of good Pinot Noir

1 Bottle of good Sauvignon Blanc

1 Bottle of good Merlot

20 16 oz Solo plastic cups

2 Rolls of paper towels