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

**ZIGGY MARLEY**

*DMH PRODUCTIONS, INC.*

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

Agreement made 03 Jun 2014 between ~~DMH PRODUCTIONS, INC.~~ <sup>BIRTH, LLC</sup> (hereinafter referred to as "PRODUCER") furnishing the services of ZIGGY MARLEY (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

*Per Artist  
 Advance.*

UNIVERSITY CANNOT PAY DEPOSITS

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

Sat 08 Nov 2014

- a. Number of Shows 1
- b. Show Schedule(s)  
 07:30 PM Doors  
 08:00 PM ZIGGY MARLEY. (75-90 min.)

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

No support. No intermission. No curfew.

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

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

100% Headline "Ziggy Marley The Fly Rasta Tour"

ALL PAYMENTS BY UNIVERSITY CHECK \_\_\_\_\_

**4. COMPENSATION:**

\$25,000.00 USD (Twenty Five Thousand U.S. Dollars) flat GUARANTEE.

REIMBURSEMENT(S)  
 \$2,500.00 USD for Backline due: 10 Nov 2014 -- Paid to ARTIST

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

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

**5. PRODUCTION AND CATERING:**

- a. PURCHASER to provide in-house sound, light and monitor systems as required by ARTIST (show expense - included in the rent). Said "in-house" sound, light and monitor systems shall be augmented to meet ARTIST's minimum requirements (show expense - \$2,900 budgeted - not a cap) as deemed necessary by ARTIST's Production Manager.
- b. PURCHASER to pay ARTIST a \$2,500 backline reimbursement for ARTIST provided backline due to WME on or before November 10, 2014.
- c. PURCHASER to provide 1 (one) runner as required by ARTIST.
- d. The show production schedule (including without limitation, load-in, load-out, sound check and all other production call times) shall be subject to ARTIST's prior written approval and shall be advanced with ARTIST management or its authorized representative not later than one week prior to performance. PURCHASER's failure to comply with this paragraph shall be deemed a material breach of contract and ARTIST and ARTIST shall have the right to not perform the engagement and shall be entitled to receive the full agreed compensation.
- e. No support. No intermission. Should PURCHASER request a support act to be added to this engagement, it will be a show expense and must be approved in writing by ARTIST's management and/or WME. Further, it is understood and agreed that said "support act" will not affect ARTIST's production setup in any way whatsoever.
- f. It is understood and agreed that if any analog console(s) are provided by PURCHASER, said analog console(s) will be for ZIGGY MARLEY's sole use and will not be shared with any other act.

Production Contacts:

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. Settlement + Charity Monies Guidelines & Restrictions:**

1. PURCHASER does not pay deposits. 100% balance of the monies (\$25,000 guarantee + \$2,500 backline reimbursement = \$27,500) shall be paid to and in the name of William Morris Endeavor Entertainment, LLC (████████████████████), as authorized by PRODUCER, via University check to be received by WME not later than November 10, 2014.
2. One dollar (\$1.00) will be added on to the ticket price for ARTIST charity contribution. This \$1.00 will not be included in the settlement. Please write as a separate check made out to "U.R.G.E. Foundation" and deliver it to Brad Goodman at WME not later than November 10, 2014.

**b. Ticketing + Meet & Greet Guidelines & Restrictions:**

1. IT IS UNDERSTOOD AND AGREED THERE WILL BE NO VENUE, RADIO OR ANY OTHER PURCHASER GENERATED MEET & GREETS. HOWEVER, ARTIST SHALL HAVE THE RIGHT TO CONDUCT ITS OWN MEET & GREET IN ITS SOLE DISCRETION.
2. PURCHASER acknowledges and agrees that ARTIST may 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. 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 as described hereinabove.
3. ARTIST comps = 12.

**c. Recording, Photography and Broadcast Guidelines & Restrictions:**

1. PURCHASER UNDERSTANDS THAT THIS CONTRACT IS SPECIFICALLY FOR A LIVE PERFORMANCE. TO CLARIFY, PURCHASER UNDERSTANDS THERE ARE NO LIVE BROADCASTS, NO AUDIO OR VIDEO RECORDING OR WEBCASTS. IN ADDITION, PURCHASER SHALL MAKE BEST EFFORTS TO PREVENT ANY UNAUTHORIZED RECORDING, REPRODUCTIONS, TRANSMISSIONS, ETC. OF THE ARTIST'S PERFORMANCE HEREUNDER.
2. All media and press requests must be approved prior to day of show. Please contact Michelle Rodriguez (michelle@ruffgongworldwide.com) with all media requests.
3. Any press/photo passes will be issued by Tour Manager and must be approved prior to day of show. Photographers must sign a release provided by ARTIST before they are issued their photo pass. In addition, it is understood and agreed that photos can only be taken for the first three (3) songs and video can only be taken for 30 seconds in the first three (3) songs.
4. No professional cameras are allowed in the venue without Photo Pass.

5. No "house photographers" will be allowed
6. No photographers or videographers allowed on stage during show.

d. Marketing Guidelines & Restrictions:

1. It is understood and agreed that ARTIST will be billed at all times as 100% Headline "Ziggy Marley The Fly Rasta Tour" -- said billing cannot be deviated from without express written approval by Brad Goodman at WME. Any variations, such as Ziggy Marley & The Melody Makers, is expressly not permitted. Billing is a material term and condition of this agreement. Under NO circumstances can Ziggy Marley be billed as or part of any kind of Bob Marley / Reggae tribute show or as The Marley Family, unless explicitly agreed upon in writing. Any deviation from these billing requirements shall be deemed a substantial and material breach of this Agreement, and ARTIST shall be entitled to, without prejudice to any other rights and remedies, cancel the Engagement herein, retain any monies previously remitted, receive the full guarantee (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this agreement and ARTIST and ARTIST shall have no further liabilities and/or obligations in connection with this Engagement. Any shows whereby other members of the Marley family are to perform on the same line up as Ziggy Marley, even if on other days of a multi-day event, MUST be agreed in writing by Matt prior to any public announcement of said show
2. Ticket header must be printed "Ziggy Marley: The Fly Rasta Tour". No sponsors allowed on the ticket header.
3. For all print, including, but not limited to, billboards, venue marquee, print ads, websites and email blasts and radio advertising materials, please contact Matt Solodky (310-274-2440 / Matt@tuffgongworldwide.com). The use of any other advertising materials is not permitted and such ads cannot be altered. In addition, PURCHASER to pay for and utilize TV and radio spots from Tour Design (323-217-1100). 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 these instance(s), PURCHASER must utilize ARTIST approved photos in all advertising (available via download at www.wmeentertainment.com/ziggy\_marley) -- NO OTHER PHOTOS MAY BE USED. Final draft(s) of all advertisement(s) must be sent to Matt Solodky (Matt@tuffgongworldwide.com) with a copy to Michelle Rodriguez (Michelle@tuffgongworldwide.com) and Brad Goodman (brg@wmeentertainment.com) for approval prior to use.
4. Marketing plans are to be submitted to Matt Solodky (310-274-2440 / Matt@tuffgongworldwide.com) with a copy to Michelle Rodriguez (Michelle@tuffgongworldwide.com). These marketing plans shall be approved in writing by Matt prior to your on sale.
5. Any radio "presents" need ARTIST's or WME's written approval. Please direct all requests to Matt Solodky (310-274-2440 / Matt@tuffgongworldwide.com) with a copy to Michelle Rodriguez (Michelle@tuffgongworldwide.com)
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 Matt.

e. 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.

f. ARTIST shall not publicly perform within 90 miles of Arcata, CA 90 days prior to engagement until completion of engagement without permission of PURCHASER (such permission not to be unreasonably withheld) -- this "Exclusivity Restriction" excludes Redding, CA on November 7, 2014 at the Cascade Theatre and private engagements.

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





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

Full Guarantee of \$27,500.00 (or sender) name of the artist, start date of the Engagement(s)

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.

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	CUMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT
Sat 8 Nov 12:00 AM	812 Reserved	\$56.00	12	0	800			1.00					\$35.00	\$42,800.00
	812		12	0	800									\$44,800.00

SCALING NOTES:

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

ADJUSTED GROSS POTENTIAL:	\$44,000.00
TAX:	
NET POTENTIAL:	\$44,000.00

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Advertising	\$1,200.00				
Backline	\$2,500.00				Paid to ARTIST
Box Office	\$300.00				
Catering	\$900.00				
Credit Cards	\$900.00				Est @ 3%
Rent	\$500.00				
Runners	\$300.00				Includes van
Security	\$1,500.00				
Sound & Lights	\$2,900.00				to augment house system
Stagehands	\$1,500.00				
Ticket Printing	\$85.00				
<b>Expense Totals:</b>	<b>\$12,785.00</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:

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

Artist sells; T-Shirts/Soft 80.00% of proceeds to ARTIST

14. VISAS AND WORK PERMITS:

15. TAXES:

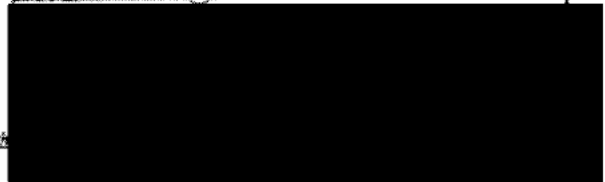
ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

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

By:

CENTER ARTS - HUMBOLDT STATE UNIVERSITY  
Roy Furthpan  
Humboldt State University  
Arcata, CA 95521

By:



Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

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

B. TICKETS

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

C. FACILITIES

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

- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

#### D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

#### E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event, and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

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

#### F. INCLEMENT WEATHER

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

## G. PRODUCER'S RIGHT TO CANCEL

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

## 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, trust 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.

# Ziggy Marley – Fly Rasta Tour 2014

## Hospitality Rider

Version 2014\_v2

The following rider is very specific and requires the attention of the catering staff. Any arrangements for promoter/local crew are to be in addition to the following. Should the purchaser wish to provide for the local personnel, the purchaser should arrange for additional quantities.

Food must be of the highest **ORGANIC** quality. Hot food should be hot and cold food should be cold. Hot food should be served in chafing dishes.

Please make sure only **REAL** plates, knives, forks and spoons are used during all meals and in the dressing room. No plastic utensils or paper or Styrofoam plates, please. All meals should be sit-down, catered meals, and should not consist of takeout, convenience type foods.

Please advance the catering with the tour manager. There are a total of 17 people traveling. Almost all will eat fish, six (6) will eat chicken, and one (1) is vegan. Please have the menu prepared for in advance to make sure all parties are taken care of for their meal requirements. Changes may be made during the advancing of the show. Please ensure that there are sufficient plates, cups, glasses, cutlery and napkins for 25 people.

The fish dishes must be of the following: red snapper, tuna, and salmon. The fish should be pan fried or grilled with the following approved seasonings: red bell peppers, scallions, garlic, cayenne, fish seasoning. **PLEASE MAKE SURE THAT THE FISH IS VERY WELL DONE AND WELL SEASONED. ALSO NO FARM RAISED – FISH MUST ALL BE WILD.** Someone specializing in the field should cater the vegetarian meals. The fruits and vegetables should be organic when possible.

### 1. DRESSING ROOMS AND OFFICES

- 3 Dressing Rooms (All should be lockable)

1. Artist Dressing Room (with toilet and shower)

a. Furnishings (seating for 2-4 people)

- Couch and Comfy chair
- Table with Rider Items

b. 4 Bath Sized Towels

2. Band Dressing Room (with toilet and shower)

a. Furnishings (seating for 12-16 people)

- 2 Couches and 4 Comfy Chairs
- 6 Regular Chairs
- 2 Tables with Rider Items

b. 20 Bath Sized Towels

3. Girls Dressing Room (with toilet and shower)

- a. Furnishings (seating for 2-4)
  - 2 Comfy Chairs
  - Table with Rider Items
- b. 4 Bath Sized Towels
- Offices
  - 1 Production Office
    - 2 Desks, 4 Chairs and Room for Cases
    - Wired or Wireless Internet
    - ~~Open Phone Line~~ *MS*
    - Close to Dressing Rooms
    - 10 Bath Sized Towels

## 2. TRANSPORTATION

- Runner
  - Promoter to provide runner for the day of show available from arrival until the departure for the sole use of the Artist and his Tour Manager
  - Must have vehicle able to carry up to 12 people and be driven by a sober person with knowledge of the area
- Ground
  - Ground transport provided by Purchaser should be confirmed with the tour manager during advance
- ~~Air~~
  - ~~All Air Transportation provided by Purchaser should be confirmed with the tour manager during advance~~ *MS*

## 3. HOTELS

- Purchaser to provide 1 suite and 18 King Rooms, rooming list to be confirmed with Tour Manager during advance
- All Rooms to be NON-SMOKING
- One (1) of the King Rooms must be near the suite, same floor
- Hotel must be Five Star with Room Service available 24 hours a day and a fitness center
- All rooms must be available upon arrival

## 4. MEDIA, PRESS PASSES AND CAMERA POLICY

- All media and press requests must be approved prior to day of show. Please contact Michelle Rodriguez ([michelle@tuffgongworldwide.com](mailto:michelle@tuffgongworldwide.com)) with all media requests.
- Any Press/Photo Passes will be issued by Tour Manager and must be approved prior to day of show. Photographers must sign a release provided by Artist before they are issued their photo pass.
  - Photo can only be taken for the 1<sup>st</sup> Three (3) Songs
  - Video is only 30 seconds of the 1<sup>st</sup> Three (3) Songs
- No Professional Cameras are allowed in the venue without Photo Pass
- No "House Photographers" will be allowed.
- No Photographers or Video on stage during show.
- No Video or Audio Recording is allowed.

## 5. SECURITY

2 ZIGGY MARLEY – FLY RASTA TOUR 2014 – TECH RIDER

- Security will be advanced with Kenny Gabriel [REDACTED]
  - Arrival and Sound Check
    - The venue should be secured at the time of the artist's arrival and remain that way through the end of the engagement.
    - Artist's dressing room and catering area are only for the artist and the touring crew. If this is an issue, cover in the advance with the tour manager.
    - Sound Check is at all times closed to the public and all non-working personnel should be cleared from performance area until Sound Check is complete.
    - There will be no pictures allowed during sound check.
  - Show Security
    - During the performance, only band, touring crew and essential personnel are permitted on the stage. Tour Pass sheets will be provided by Tour Manager and Security personnel should be posted at each entrance to back stage to control access.
    - No backpacks allowed into venue.
    - A pat-down or body search with metal detecting wands should be performed at entrance to venue of all patrons. Female personnel should be available to search females.
    - No glass beverage containers should be in the crowd. All drinks must be poured into soft plastic cups and water bottles must have lids removed.
    - Security Personnel should be policing cameras, video and recording devices in the crowd to adhere to the Artist's Camera and Media Policies at All Times.
    - There must be ample security in the crowd and at the front of the stage; this number will be decided in the advance.
    - There should be a Security Officer posted at the Tour.
    - No drinks to be placed on stage by patrons, this is a major safety issue.
    - Unless otherwise agreed in the advance, barricades must be placed in front of the stage.
6. **ALL DAY FOOD** - Please be advised that all dressing room food should be **NEW** and **UNOPENED** at the time that the Artist arrives at the venue. The band members should be the **FIRST** to open any food jars or packaging. **REAL** utensils, forks, knives, cups and napkins. **NO PORK PRODUCTS.**
- **IN CATERING AREA** (20 people – To remain available all day until the end of load-out)
    - Assorted Fresh Uncut Fruits – oranges, bananas, apples, kiwis, papayas, berries, melons
    - Assorted Nuts – unsalted, with unopened containers, please
    - Hot water for tea or Clean electric tea pot
    - Selection of herbal teas (red rose, Lipton and assorted herbal teas, including ginger, mint)
    - Freshly brewed hot coffee. (Marley Coffee preferred)
    - Iced Tea – must be sun tea or freshly brewed – no instant tea

- 4 Quarts Natural Fruit Juices
  - Small half and half, and either small almond milk or rice milk
  - 3 – 5 gallon water bottles of spring or flat water at room temperature
  - Lemons, Honey, Sugar, Brown sugar, Sweeteners (sweet & low or NutraSweet), Various Condiments
  - 2 cases assorted soft drinks to include Coke, Diet, Dr Pepper, Diet Dr. Pepper
  - Assorted Gatorades
  - Fresh Pomegranate and Cranberry Juice
  - Lots of Clean Ice
  - Large Paper cups
  - Napkins
  - All Drinks to be kept cold or on Ice, except water.
- (Please replenish and stock all day)
- **IN ARTIST'S DRESSING ROOM (2 people)**
    - Half Case of individual sized spring or flat waters (Fiji or Smartwater preferred, room temp)
    - 4 Organic Coconut Waters
    - Selection of Herbal teas (including mint, ginger and chamomile) with hot water
    - Honey and lemon and Ginger Root
    - Whole wheat or sprouted bagels or bread
    - 1 bowl fresh uncut fruit: oranges, apples, bananas, papayas, and berries
    - 1 large bag unsalted almonds in unopened container
    - Smoked wild salmon and whole wheat crackers
    - 1 large bottle natural pomegranate juice
    - All Drinks to be kept on Ice, except water.
  - **IN BANDS DRESSING ROOM (12 people)**
    - 6 Organic Coco Water
    - 1 Bottle Premium Liquor (to be named in Advance)
    - 2 bottles of Red Wine
    - 2 Veggie trays with Hummus
    - 1 Cheese and whole wheat cracker tray
    - 1 Large bag assorted raw mixed nuts (unsalted) – UNOPENED
    - 8 assorted flavor yogurts
    - 6 whole lemons and a sharp knife
    - 1 bucket clean ice to put in drinks
    - 1 Gallon Almond Milk or Soy Milk
    - 1 large bottle natural pomegranate juice
    - All cold drinks to be kept on ice, except water
7. **MEALS**
- A. **CREW CATERED BREAKFAST (Approx. 8:30 am or half hour prior to crew call, for 2-2.5 hrs.)**

Approx. 15 people (exact number to be set by tour manager during advance)

- Fresh brewed coffee (Marley Coffee Preferred), tea, cream and sugar
- 1 case of assorted soft drinks
- 1 Quart Almond Milk, Rice or Soy Milk
- 1 gallon freshly squeezed Orange Juice
- 1 gallon Cranberry Juice
- Full Hot Breakfast, including Fresh Eggs, Morningstar Veggie Griller patties, Potatoes and Cooking Facilities for the Same
- Assorted Bagels and English Muffins
- Butter, Margarine, Cream Cheese, Peanut Butter, Jams and Preserves
- Assorted Natural Cereals including a bran cereal (Raisin Bran, Rice Crispies, Corn Flakes, etc.)
- 1 Box Instant Oatmeal
- Quaker 100% Natural, and Nutrigrain bars
- 8 Cartons of assorted flavors of yogurt
- Grapefruit, Melons and Bananas
- 4-slice wide mouth toasters
- 2 copies of USA Today and 2 copies of Daily Paper
- Plates, Bowls, Knives, Spoons, and Napkins

**B. CREW CATERED LUNCH (approx. 12:30 pm)**

Approx. 15 people (exact number and time to be set by Tour Manager during advance)

- Homemade soup suitable for vegetarians and vegans
- Fresh Salad Bar with different condiments and salad dressings
- 20 Dinner Rolls
- 10 Fish Entrees
- 4 Chicken Entrees
- 1 Vegan Entrée
- Brown Rice
- 2 separate steamed or sautéed vegetables
- One cooked or cold dessert
- Fresh Fruit
- Selection of cookies and brownies
- 1 Quart of Almond Milk, Rice or Soy milk
- Appropriate Condiments
- Sodas such as Dr. Pepper, Diet Coke, Sunkist and Mtn Dew

**C. SIT-DOWN DINNER IN THE BAND'S DRESSING ROOM (Approx. 5:30 pm)**

Approx. 18 people – but prepare for 20

Guidelines: hot, freshly prepared 3-course meal is required. Stay low fat and health conscious. No MSG. Any creativity by caterers is appreciated but first must be approved by Tour Manager prior to engagement date. A "Buyout" is acceptable if the Artist's representative decides that the venue is not suitable for show catering during the advance of the show. The Buyout amount should be agreed upon between Purchaser and Artist's Representative during the advance of the show.

#### MEAL SUGGESTIONS:

- **Fish:** The fish dishes must be of the following: red snapper, tuna, and salmon. The fish should be pan fried or grilled with the following approved seasonings: red bell peppers, scallions, garlic, cayenne, fish seasoning. PLEASE MAKE SURE THAT THE FISH IS VERY WELL DONE AND WELL SEASONED. ALSO NO FARM RAISED – FISH MUST ALL BE WILD.
- **Chicken:** Roasted or grilled
- **Vegan:** tofu mixed vegetables (stir fried or curried), steamed spinach, couscous, falafel, bean stew, chick peas, corn, brown rice, salad (lettuce, carrots, onions, tomatoes, pumpkin seeds), whole wheat breads.

(The vegetarian meals should be catered by someone specializing in the field. Please provide fruits and vegetables (organic when possible).

- Homemade soup suitable for vegetarians
- Fresh Salad Bar with different condiments and salad dressings
- 25 Dinner Rolls
- 10 Fish Entrees
- 4 Chicken Entrees
- 1 Vegan Entrée
- Brown Rice
- 2 separate steamed or sautéed vegetables
- one cooked or cold dessert
- Fresh Fruit
- Selection of cookies and brownies or cakes
- 1 Quart of Almond Milk or Rice Milk
- Appropriate Condiments
- Sodas such as Dr. Pepper, Diet Coke, Sunkist and Mtn Dew
- Mineral Water and Flat Water (Fiji, Evian or Smartwater)

#### D. FOR STAGE

- 12 Black Hand Towels
- 4 Bath sized Towels



## E. LOAD-OUT FOOD

### To Bus:

- 2 cases of Flat Water in Quart Bottles (Fiji, Evian or Smartwater)
- 1 case of Assorted Natural Juices
- ½ Gallon Paul Newman's own Natural Lemonade
- ½ Gallon Orange Juice
- 2 Large Thin Crust Pizzas with Cheese and/or Pineapple (no meat)
- 4 Vegan sandwiches (no cheese, veggie) mustard and/or mayo on side
- 1 box of natural cereal
- 1 box Almond Milk or Rice Milk
- 2 large bags (unopened) of assorted nuts or trail mix
- Apples, bananas, oranges, grapes
- Cheese and cracker plate
- Pita and hummus plate
- Assorted raw vegetables with ranch dressing
- 2 large bags of ice

**Ziggy Marley – Fly Rasta ~~TOUR~~ 2014**  
**Technical Production Rider**  
Version 2014\_v2.2

**INTRODUCTION**

This document encapsulates the technical requirements for Ziggy Marley. Production Manager must approve any variations from these requirements at least 72 hours prior to the show. Backline, Microphones, Cables, DI Boxes, Stands and Analog Consoles (including any outboard gear) will not be shared with Support Acts, we also do not strike anything upstage unless we are in a festival situation where risers are 100% required.



**PRODUCTION REQUIREMENTS**

1. PARKING – (to be confirmed per Tour Manager) – must be in a secured area adjacent to load in/backstage.
  - a. US Dates – 2 Buses, 1 with Trailer
  - b. Europe Dates – 1 Nighliner with Trailer
2. LABOR – Venue Must Provide
  - a. 6 Stagehands must be available at scheduled load in time for a minimum of 4 hours
  - b. Knowledgeable FOH and MON techs for entire day
  - c. Lighting Designer for load in and show
    - i. Tour does not carry LD, Production Manager will walk through lighting needs with Local LD
3. SCHEDULE
  - a. Load In and Sound Check require 5 hours total.
  - b. Dinner to be served after Sound Check

**FOH REQUIREMENTS**

1. FOH CONSOLE Minimum console requirement  
Avid (Digidesign) Profile (also acceptable: Avid SC48 or Yamaha PM5D-RH)
2. PA STACKS
  - Must consist of 4 way stereo arrays (L'Acoustic, d&b audiotechnik, Clair Bros, Meyer) with front loaded 18' sub woofers.

- Speakers must be time aligned/in-phase with linear "flat" frequency response from 30hz to 18khz
- Each speaker array must be unobstructed by audience, architecture, etc. and able to cover audience areas with direct sound disbursement.
- If necessary, supplemental speaker arrays must be provided with independent time alignment and EQ.
- Proprietary systems not acceptable.
- Subs must be on an aux send.

### 3. PA AMPLIFICATION

There must be enough professional amplification (Lab Gruppen, Powersoft, Crown, QSC) to maintain a clean, undistorted 108db stereo program level (115db peak SPL) monitored at the FOH mix position.

### 4. SNAKE

Forty Eight (48) inputs minimum with Forty Eight (48) channel transformer isolated split to stage.

### 5. POWER DISTRIBUTION

100 AMP, 120 volts, 3 phases, 5 wire grounded system. Disconnect and distribution for seven (7) 30-amp quad boxes for band gear.

### 6. IF ANALOG

We will need: (Console to be approved but Production Manager)

- Five (5) Gates, Five (5) Comp/Gate and Eight (8) Comps for Inputs
- Three (3) Digital Reverbs (Lexicon PCM91, Yamaha 1000)
- Two (2) Digital Delays with Tap (TC Electronics, Lexicon PCM81)

Entire system must be clean and free of undesirable noise.

Separate console, mics, stands, snakes, and processing must be provided for any other performers unless otherwise approved in advance by Ziggy Marley's representatives

## MONITOR REQUIREMENTS

### 1. MONITOR CONSOLE Minimum console requirement

Avid (Digidesign) Profile (also acceptable: Yamaha PM5D-RH or DiGiCo SD8)

### 2. MONITOR NEEDS

- Twelve (12) professional bi-amp wedges (with minimum one (1) 15" speaker and one (1) 3" compression driver)
  - L'Acoustic 115XT HiQ Preferred
- One (1) Drum Sub with Two (2) Tops
- Four (4) Stereo IEM units (Sennheiser G2 or Shure PSM900)
- Cue Mix:
  - One (1) monitor wedge of the same make and model as the wedges used by the Ziggy
  - One (1) Stereo IEM Unit
  - These are included in the count above

**Ziggy Marley**  
 Monitor Output Patch List  
 (2014\_V2)

OUTPUT	Name
1	Ziggy - Center
2	Ziggy - Outside
3	Beezy - Stage Right Center
4	Takeshi - Stage Left Center
5	George - Keyboard Stage Right
6	Mikey - Keyboard Onstage Stage Right
7	Pablo - Bass
8	Ziggy - Upstage Mix
9	Santa - Drum Top
10	Santa - Drum Sub
11	Chantelle - IEM - 1L
12	Chantelle - IEM - 1R
13	Tracy - IEM - 2L
14	Tracy - IEM - 2R
15	Rock - IEM - 3L
16	Rock - IEM - 3R

- IEM 4 used for Stereo Cue
- Cue Wedge must be the same as Mixes 7 and 8

**Ziggy Marley**  
Input/Patch List  
(2014\_V2.2)

CH	Name	Mic/DI	Stand	Notes
1	Kick In	Shure Beta 91	N/A	Mic Provided
2	Kick Out	Shure B52	Short Heavy Boom	Mic Provided
3	Snare 1 Top	Shure Beta 57A	Medium Tripod Boom	
4	Snare 1 Bottom	Shure Beta 57A	Short Tripod Boom	
5	Rim Shot	Shure Beta 98AMP	N/A	Mic Provided
6	Snare 2	Shure SM57	Medium Tripod Boom	
7	Hi Hat	Shure KSM137	Medium Tripod Boom	
8	Rack Tom 1	Sennheiser E904	N/A	Mic Provided
9	Rack Tom 2	Sennheiser E904	N/A	Mic Provided
10	Rack Tom 3	Sennheiser E904	N/A	Mic Provided
11	Floor Tom 4	Sennheiser E904	N/A	Mic Provided
12	Timbale	Sennheiser E904	Short Tripod Boom	
13	Overhead L	Shure KSM32	Tall Tripod Boom	
14	Overhead R	Shure KSM32	Tall Tripod Boom	
15	Bass Head	XLR (Line Output from Amp)	N/A	
16	Bass DI	DI (Direct Output from Bass)	N/A	
17	Electric Guitar (Stage Right)	Shure SM57	Short Tripod Boom	SR
18	Electric Guitar (Center Stage)	Shure SM57	Short Tripod Boom	SC
19	Electric Guitar (Stage Left)	Shure SM57	Short Tripod Boom	SL
20	Acoustic Guitar (Stage Right)	Radial DI	N/A	SR
21	Acoustic Guitar (Center Stage)	Radial DI	N/A	SC
22	Acoustic Guitar (Stage Left)	Radial DI	N/A	SL
23	Percussion Microphone	Shure SM81	Tall Tripod Boom	SR Keys
24	Ziggy Djembe	Sennheiser E604	Internal Mount	Ziggy
25	Keyboard #1 - L	Radial DI	N/A	Passive DI
26	Keyboard #1 - R	Radial DI	N/A	Passive DI
27	Keyboard #2 - L	Radial DI	N/A	Passive DI
28	Keyboard #2 - R	Radial DI	N/A	Passive DI
29	Keyboard #3 - L	Radial DI	N/A	Passive DI
30	Keyboard #3 - R	Radial DI	N/A	Passive DI
31	Keyboard #4 - L	Radial DI	N/A	Passive DI
32	Keyboard #4 - R	Radial DI	N/A	Passive DI
33	Keyboard #5 - L	Radial DI	N/A	Passive DI
34	Keyboard #5 - R	Radial DI	N/A	Passive DI
35	Keyboard #6 - L	Radial DI	N/A	Passive DI
36	Keyboard #6 - R	Radial DI	N/A	Passive DI
37	Congas	Shure Beta 181	LP Claw	Mic Provided
38	Bongos	Shure Beta 181	Tall Tripod	Mic Provided
39	Djembe	Sennheiser E604	Internal Mount	Mic Provided
40	Toys 1	KSM32	Tall Tripod Boom	Mic Provided
41	Toys 2	KSM32	Tall Tripod Boom	Mic Provided
42	Octopad - Top	Radial DI	N/A	
43	Octopad - Bottom	Radial DI	N/A	
44	BGV 1 - Beezy	Shure SM58	Tall Tripod Boom	SR Guitar
45	BGV 2 - Chantelle	Shure Beta 58A	Straight Round	SR
46	BGV 3 - Tracy	Shure Beta 58A	Straight Round	SR
47	Ziggy Vocal	Shure Beta 58A	Tall Heavy Round Boom	SC
48	Spare Vocal	Shure Beta 58A	N/A	SC

- No Gibraltar Rack Stand!!!
- Regular Tom Mounts
- Cymbals
  - Hi Hats 14" (Sabian)
  - 1-16", 1-17" 1-18" Crash
  - 1-8" 1-10" 1-13" Splash
  - 22" Ride
  - 1-10" China Kang
  - 1-19" & 1-20" China
  - Must Be Sabian Cymbals)
- Hi Hat Stand (Iron Cobra or DW3000) Extra Tall
- DW Hydraulic Drum Throne with Back (Extra Wide Bike Seat Style)
- Two (2) Tama Iron Cobra Bass Drum Pedal
- Three (3) Snare Stands
- 10 DW (Stand Alone/Complete) Boom Cymbal Stands (11 Boom Cymbal Stands Total for Drums & Percussions) & Drum Carpet
- 7. **Mikey – Keyboards – Up Stage Right Center**
  - One (1) 2 Tier & Two (2) 1 Tier Keyboard Stands (X Stands)
  - Hammond SK1 with Stereo Volume Pedal, Sustain Pedal and Switch (on/off)
  - Yamaha Motif ES6 with expanded sample memory Stereo Volume Pedal and Sustain Pedal
  - Two (2) Korg Krome 61 with One (1) Stereo Volume Pedal
  - Fourteen (14) ¼" Instrument Cables
- 8. **George – Keyboards – Up Stage Right**
  - One (1) 2 Tier & One (1) 1 Tier Keyboard Stands (X Stands)
  - Hammond SK1 with Stereo Volume Pedal, Sustain Pedal and Switch (on/off)
  - Yamaha Motif XF7 with expanded sample memory Stereo Volume Pedal and Sustain Pedal
  - Korg Kronos X with a Stereo Volume Pedal and Sustain Pedal
  - Twelve (12) ¼" Instrument Cables
- 9. **Additional Equipment**
  - Twelve (12) ¼" Instrument Cables
  - Four (4) Boss Chromatic Pedal Tuner (TU-2 or TU-3)
  - Fender '65 Twin Reissue Amp
  - SWR SM900 Bass Head

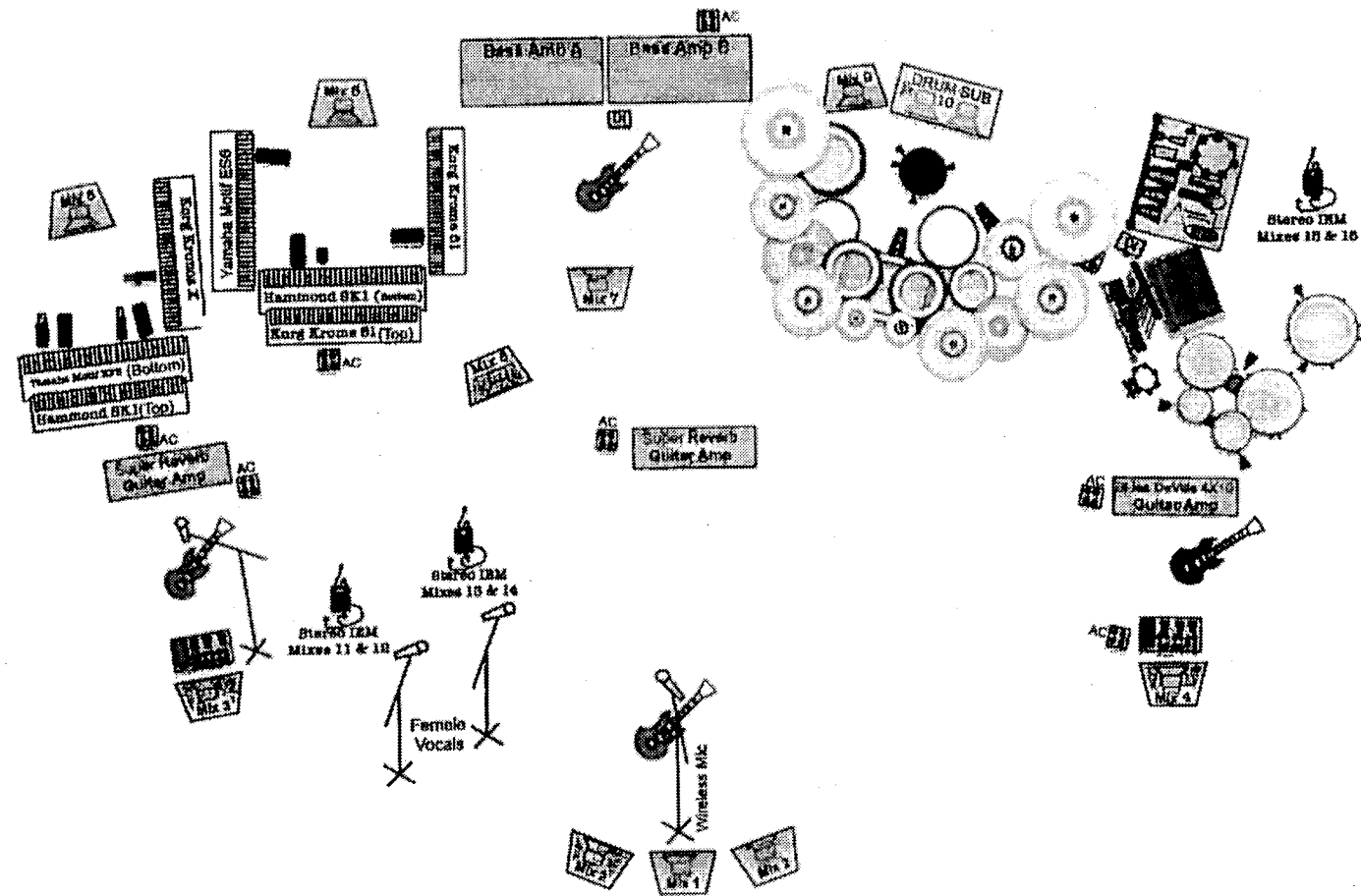
## BACKLINE EQUIPMENT LIST

— Artist Supplied - 7/25/14

1. **Ziggy Marley Guitar – Down Stage Center**
  - One (1) Fender Super Reverb Guitar Amp
  - Two (2) Guitar Stands
  - One (1) Taylor 814ce Acoustic Guitar
  - One (1) Fender Stratocaster Guitar (spare)
2. **Beezy Guitar – Down Stage Right**
  - One (1) Fender Super Reverb Guitar Amp
  - Two (2) Guitar Stands
  - One (1) Taylor 814ce Acoustic Guitar
3. **Takeshi Guitar – Down Stage Left**
  - One (1) Fender Blues Deville 4x10 Guitar Amp
  - Two (2) Guitar Stands
  - One (1) Taylor 814 ce Acoustic Guitar
  - One (1) Fender Stratocaster Guitar (spare)
4. **Pablo Bass Rig – Upstage Center Right**
  - Two (2) SWR SM900 Bass Heads (Amp)
  - Four (4) Goliath 3 Bass Cabinets (Bass Speakers)
  - Two (2) Guitar Stands
  - Speakon Speaker Cables for Cabinets
  - One (1) 5 String Fender Bass Guitar (Active)
5. **Rock Percussion Rig – Up Stage Left**
  - One (1) pair professional Conga Drums (Conga, Tumba combo/2 drums) with stand(s)
    - (LP Galaxy series Drume with REMO synthetic drum heads “NU-SKYN” 11’ & 12 ¼”)
  - 1 Pair Bongos w/Stand
    - (LP Galaxy series Drums with REMO synthetic drum heads “NU-SKYN”)
  - One (1) professional Djembe Drum with Gibraltar stand
    - (14” REMO/Leon Mobley Djembe
    - Stand must be tall enough for Djembe to be same height as Congas
  - One (1) Pair of Timbales with Stand
    - (13” and 14” – Toca Sheila “E” series)
  - One (1) professional LP 760a percussion table
  - Five (5) Boom Cymbal Stands
  - Assortment of rack mountable & hand percussion (including Shekere)
  - Drum throne with Tractor Seat
6. **Santa Drum Kit – Up Stage Left Center**
  - One (1) pro drum set...(DW, Yamaha, Pearl or Tama “Pro Export or Custom” consisting of:
    - Bass Drum 22” (w/Head beater pad on skin)
    - 8” x 14” Snare w/Dead Ringer
    - 7” x 14” Snare w/ Dead Ringer
    - 10” 12” 14” Rack Toms
    - 16” FL Tom
    - One (1) 14” Timbale

**Ziggy Marley "Stage Plot (Top View)"**

(Back)





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 Representative 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.~~ *Solely agents and/or employees* 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. ~~which consent shall not be unreasonably withheld~~

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

4. COMPLIMENTARY TICKETS. CenterArts shall be the only party authorized to issue *subject to Artist's written approval* complimentary tickets to the performance(s) described hereinabove. A maximum of ~~10~~ *12* 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 reasonable control of Artist and CenterArts.~~ *Paragraph 5 is subject to terms of contract/Artist rider* ~~Paragraph 5 is subject to terms of contract/Artist rider~~ *beyond the reasonable control of such party,*

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.~~ *90% on CD/DVD - 1/2*

7. MERCHANDISING PERCENTAGE. CenterArts takes 20% of gross merchandising receipts for this engagement. *(less tax)*

8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED <sup>illegal</sup> SUBSTANCES ON CAMPUS.

9. Total catering budget shall not exceed the amount budgeted and accepted by the performer's representative in the original offer.

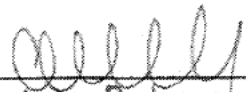

10. ORAL REPRESENTATION AND AMENDMENTS. No ~~representation~~ <sup>of Artist rider</sup> warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider ~~only~~ <sup>amended</sup> as modified by ~~this rider AND TECHNICAL SPECIFICATIONS OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET.~~ <sup>amended</sup> This rider is made an integral part of all agreements. (not attached)

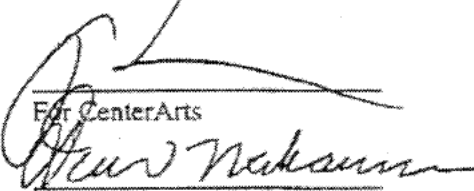
11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, ~~the cost of backline equipment~~), or any equipment ~~not listed as available in the Van Duzer Theater technical specifications packet~~, regardless of whether or not they are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

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

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

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

\*   
For Artist- Producer  
  
Tax ID/Social Security #

  
For CenterArts  
For University Center

Updated: April, 2009

\* execution subject to amendments hereto