

artist AMERICAN BABIES

web <http://americanbabies.net>

THE FOLLOWING IS AN AGREEMENT MADE ON 09/01/2015, BETWEEN THE UNDERSIGNED PURCHASER(S) AND THE ARTIST HEREIN CALLED 'ARTIST'. PURCHASER HEREBY CONTRACTS FOR THE PERSONAL SERVICES OF ARTIST TO PROVIDE ENTERTAINMENT UNDER THE FOLLOWING TERMS.

1. PLACE OF ENGAGEMENT: VAN DUZER THEATER

TYPE OF VENUE: THEATRE CAPACITY: 800

ADDRESS: HUMBOLDT STATE UNIVERSITY ARCATA CA,

VENUE PHONE: VENUE FAX:

PRODUCTION MANAGER: MICHAEL MOORE, JR. EMAIL: MICHAEL.MOORE@HUMBOLDT.EDU

WORK: 707-826-5685 CELL: [REDACTED]

FAX: 707-826-5980

2. DATE OF ENGAGEMENT TUESDAY, NOVEMBER 03, 2015

OTHER DATES:

ON SALE DATE: 20 minutes - 1st ANNOUNCE DATE:

NUM & LENGTH OF SETS: TBD PER ADVANCE SET TIME: 8:00 PM

LOAD IN: 5:00 PM SOUND CHECK: ADVANCE

DOORS: 7:30 PM AGES: ALL AGES

3. DUE TO ARTIST: \$250 GUARANTEE + ALL REQUIREMENTS PER ARTIST'S RIDER headliner's approval - 1st

4. DEPOSIT: [REDACTED] DUE DATE:

5. WIRE INFO: [REDACTED] COMPANY FED ID: [REDACTED]

UNIVERSITY CANNOT PAY DEPOSITS

7. BILLING: DIRECT SUPPORT TO GREENSKY BLUEGRASS

8. OTHERS ARTISTS: GREENSKY BLUEGRASS

9. TICKET PRICE: (ADV/DOS [CAP]) \$25/\$25 (800), \$10/STUDENT

10. GROSS POTENTIAL: \$20,000.00 11. FACILITY FEE: \$0.00 [\$0.00 PER TICKET (BUILT IN)]

12. ADJUSTED GROSS POTENTIAL: \$20,000.00 13. TAX: \$0.00 [0]

14. NET POTENTIAL: \$20,000.00 16. PRODUCTION BY: VENUE

15. PROMOTIONAL MATERIALS: HARRISON SCOTT

WORK: EMAIL: HARRISON@TRIPLEDIPMANAGEMENT.COM

ALL PAYMENTS BY UNIVERSITY CHECK

16. MERCHANDISE: ARTIST SELLS

MERCH %: 90% RECORDED MATERIALS: 100%

NOTES/SPECIAL STIPULATIONS:

* ALL ARTWORK, SET TIMES, BILLING AND PROMOTIONAL MATERIALS MUST BE APPROVED BY AMERICAN BABIES MANAGEMENT AND AGENCY PRIOR TO PUBLIC RELEASE 1st

* ALL NIGHT OF SHOW CHECKS NEED TO BE MADE PAYABLE TO TBD PER ADVANCE I have a w-9 - 1st

* IF SENDING A CHECK - PLEASE SEND VIA TRACKABLE MAIL SERVICE (FED EX/UPS) AND PROVIDE TRACKING NUMBER 1st

* IF DEPOSIT IS WIRED, A FEE OF \$10.00 (USD) MUST BE ADDED TO YOUR DEPOSIT AND A WIRE TRANSFER RECORD MUST BE FAXED TO US ON OR BEFORE THE DUE DATE 1st

* PURCHASER MUST PROVIDE A TICKETING LINK AND A LINK TO THE SHOW INFORMATION FOR ARTIST PROMOTIONAL USE AS SOON AS POSSIBLE. THIS LINK MUST BE SENT TO TYNAN@MADISON-HOUSE.COM

* THIS SHOW MUST BE BILLED AS: AMERICAN BABIES

IN-HOUSE SOUND, LIGHTS & PRODUCTION

TBD must be advanced by 10/15/15

ARTIST TO BE PAID IMMEDIATELY FOLLOWING SHOW, IN CASH ONLY (UNIVERSITY CHECKS MADE PAYABLE TO AMERICAN BABIES)

ADDITIONAL ATTACHED TERMS, EXPENSES AND RIDERS ARE PART OF THIS AGREEMENT, SIGNED CONTRACT MUST BE RETURNED TO MADISON HOUSE WITHIN (7) WORKING DAYS.

BY: X [Signature] BY: X [Signature]

SIGNATURE OF PURCHASER SIGNATURE OF ARTIST REPRESENTATIVE

PURCHASER: MICHAEL MOORE, JR. REP: DAN BERKOWITZ

HUMBOLDT STATE UNIVERSITY - CENTER ARTS CID ENTERTAINMENT / TRIPLE DIP MANAGEMENT

HUMBOLDT STATE UNIVERSITY 1 S BROAD ST

ARCATA CA 95521 PHILADELPHIA PA 19107

PHONE: 707-826-5685 PHONE: 646.674.1830

FAX: 707-826-5980 FAX: (303) 544-5879

E-MAIL: MICHAEL.MOORE@HUMBOLDT.EDU AGENT E-MAIL: WES@MADISON-HOUSE.COM

2060 BROADWAY ST. STE. 225 BOULDER, CO 80302
 (303) 544 9900 (OFFICE) (303) 544 5879 (FAX)
 WWW.MADISONHOUSEINC.COM

Roy Furshpan
 Director

HSU REGULATIONS PROHIBIT ALCOHOL CONSUMPTION ON CAMPUS

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

MH Addendum
Terms & Conditions

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

1. PURCHASER acknowledges that MADISON HOUSE LLC, (MADISON HOUSE) is the Agent for ARTIST and is not a party to this Agreement and that it assumes no liability hereunder.
2. PURCHASER agrees to furnish at its own expense all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by ARTIST at rehearsals therefore, including a suitable theater, hall or auditorium, well heated, lighted clean and in good order stage, and public address system in perfect working condition including microphone (s) in number and quantity required by ARTIST; all stagehands, stage carpenters, electricians, electrical operators and any other labor necessary and or required by any national or local union (s) to take in hang work and take out the entertainment presentation (including scenery, properties and baggage), all lights, tickets, house programs, all licenses (including musical performing rights licenses), special police ushers, ticket sellers for advance and performance date, or single sales (wherever sales take place), ticket takers, appropriate and sufficient advertising and publicity including but not limited to bill posting, mail and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary expense in connection there with PURCHASER agrees to pay all amusement taxes. PURCHASER agrees to comply with all regulation and requirements of any national or local union (s) that may have jurisdiction over any of the materials, facilities, service and personnel to be furnished by PURCHASER and by ARTIST. PURCHASER agrees to furnish all necessary material and equipment and to promptly comply with ARTIST'S direction to arrange the stage décor and settings for the performances hereunder. In addition to those musicians if any, to be furnished by either ARTIST or PURCHASER pursuant to any other provisions hereof, PURCHASER agrees to furnish at its sole expense such musicians, including musical contractor, as may be required by any national or local union (s) for and in connection with this engagement and rehearsals therefore, ARTIST shall have the right to name the local music contractor and to approve the choice of musicians hired locally. PURCHASER shall provide a properly heated; air- conditioned ventilated, lighted, clean, in good order and comfortable dressing room, near the stage for ARTIST and ARTIST'S staff. PURCHASER shall provide all the props, equipment, facilities, transportation, meals, beverages lodging and other items specified on the attached rider at PURCHASER'S sole expense.

(SEE ATTACHED ARTIST RIDER, WHICH IS PART OF THE AGREEMENT).

3. ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, including but not limited to the details, means and methods of the performances of the performing personnel. ARTIST'S obligation hereunder are subject to detention or prevention by sickness, inability to perform, accident, failure of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.
4. PURCHASER shall not have the right to broadcast, televise, photograph or otherwise reproduce the performances hereunder, or any part thereof. PURCHASER agrees that no performers other than those to be furnished by ARTIST hereunder will appear on or in connection with the engagement hereunder. PURCHASER shall not have the right to assign this agreement or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that ARTIST shall be liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof, or otherwise. The person executing this agreement on PURCHASER'S behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.
5. The entertainment presentation to be furnished by ARTIST hereunder shall receive billing in such order. Form, size and prominence as directed by ARTIST; in all advertising and publicity issued by or under the control of the PURCHASER.
6. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type or series without the written consent of the ARTIST. Free admission, if any (except to local press), shall be subject to ARTIST'S prior written approval. In the event that payment to ARTIST shall be based in whole or in part on receipts of the performance (s) hereunder: (a) the scale of ticket prices must be submitted to and approved by ARTIST in writing before tickets are ordered or placed on sale:(b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each such performance within two hours following such performance; and (c) ARTIST shall have box office records of PURCHASER relating to gross receipts of this agreement only.

**MH Addendum
Terms & Conditions**

7. Any sum required to be paid by PURCHASER prior to the date of engagement shall be held by MADISON HOUSE INC as a deposit payable to ARTIST. In the event that the PURCHASER does not make the payments set forth in the Agreement on or before the dates and times specified or otherwise defaults in performing its obligations under this Agreement, ARTIST shall be entitled to retain said deposits as liquidated damages. **If PURCHASER cancels engagement, for any reason, PURCHASER will be required to pay fifty percent (50%) of agreed ARTIST fee, as non-refundable cancellation payment. If PURCHASER cancels engagement within Thirty (30) days, PURCHASER will be required to pay 100% Fee.**

8. PURCHASER agrees Force Majeure is an event or realistic threat thereof, beyond a party's reasonable control, which would make performance of such party's obligations impossible or impracticable, including war, fire, earthquake, strike, act of God or governmental authority, civil unrest, epidemic, serious illness or accident of Artist (subject to return of any deposit) or unavoidable interruption or delay of transportation due to a "Force Majeure" event.

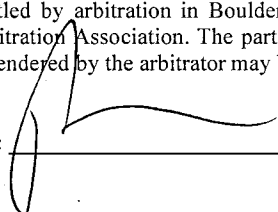
In the event of cancellation due to a Force Majeure, the respective parties' obligations hereunder will be fully excused, there shall be no claim for damages or expenses by either party against the other and each party shall bear their own costs and expenses in connection therewith. **Notwithstanding anything contained herein to the contrary, if Artist is ready, willing and able to perform, Purchaser shall pay Artist's Representative any and all sums set forth in the Performance Contract, even if inclement weather causes a cancellation of a Performance. If the performance is to be held outdoors, and in the event of inclement weather, Purchaser agrees to make provisions for the proper grounding of electrical equipment and instruments so as not to constitute a danger or hazard to Artist or Artist's crew or equipment. It is specifically understood and agreed that Purchaser's obligations hereunder to pay Artist's Representative shall not be modified, effected, curtailed or diminished because of rain or other adverse weather conditions. Ticket refunds due to weather will be the responsibility of the Purchaser. All stages shall have a roof and tarp covering materials for protection against inclement weather (full width of stage and slope to rear). Also house and monitor mix positions must be covered and protected against inclement weather.**

9. This constitutes the sole, complete and binding agreement between the parties. This agreement may not be changed, modified or altered except by a written instrument executed by the parties.

10. PURCHASER may not add to or alter the terms of this agreement (offer). Any such attempted addition or alteration shall be null and void unless expressed agreed to by ARTIST in writing. See U.C.C. S207 (2) (a).

11. Any claim or dispute arising out of or relating to this Agreement or breaching thereof shall be governed by the laws of the State of Colorado, and settled by arbitration in Boulder, Colorado in accordance with the rules or regulations then obtaining of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

PURCHASER SIGNATURE:



DATE: _____

**American Babies
2015 Band Rider**

Contact

Band Members:

Tom Hamilton: Guitar, Lead Vocals
Adam Flicker: Organ, Piano, Vocals
Clay Parnell: Bass, Vocals
Justin Mazer: Guitar, Vocals
Al Smith: Drums

Day of Show Contact:

Tom Hamilton
[REDACTED]

Management:

Dan Berkowitz
Triple Dip Management
1 S Broad Street, Suite 1710
Philadelphia, PA 19107
[REDACTED]

Harrison Scott
Triple Dip Management
1 S Broad Street, Suite 1710
Philadelphia, PA 19107
[REDACTED]

Booking:

Wes Samuel
Madison House
2050 Broadway St, Suite 225
Boulder, CO 80302
[REDACTED]

General Terms

Billing:

The band is to be billed as "**American Babies**" and should appear with appropriate billing in all advertising.

Parking:

Please provide a reserved spot as close as possible to the door that the band is to load into. If the band is required to park in a pay-lot, Purchaser shall reimburse at the end of the night.

Comp Tickets:

The band and management requests a minimum of ~~fifteen~~ ^{5 support act} (15) guest list/comp tickets.

Media, Photography, and Audio Visual Recording:

Fan photography (with no flash) is allowed, and Artist allows the audience to make audio recordings of their shows. Soundboard patches are not permitted without the band's prior consent. "Professional" video capturing devices are not permitted. Artist reserves the right to record (audio or video) their performance or have it recorded for them, free of charge or limitation, and this recording is the exclusive property of the Artist.

Hospitality - catering budget allocated by headliner-M.

Meals/Buyout:

A minimum of \$10 per band member and crew member is preferred. If meals are being provided please be sure that there is a vegetarian option

Lodging

~~Two (2) double bed, non-smoking rooms when possible.~~

Green Room

1 Case of bottled water

Assorted Soda (Coke, Ginger Ale, Root Beer)

~~12 pack of cheap beer (Miller High Life, PBR, Red Stripe, etc.)~~

~~12 pack of a local microbrew beer~~ MBR

Coffee

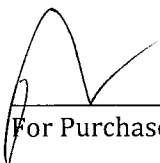
Sabra brand hummus

Pita pockets (white or wheat)

Chips and Salsa

Tech/Production

Stage plot and input list attached. Purchaser will provide a Lighting Director, and Front Of House and Monitor Engineer from load-in through load-out.



For Purchaser

American Babies

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

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

1. INDEMNIFICATIONS. Artist(s) and Artist's Representatives shall hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, Humboldt State University, CenterArts, University Center, HSU Associated Students, and the officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expenses, costs of every nature, and causes or actions arising out of or in connection with the Artist's use or occupancy of the premises, provided that such claims, demands, losses, liabilities, costs or expenses are due or are claimed to be due to the willful or negligent acts or omissions of Artist or Artist's personnel.
2. EXCLUSIVE PERFORMANCE(S). Artist(s) will not accept any other engagement for a performance of any kind prior to, or 90 days following the performance(s) hereinabove described within a radius of 150 miles from the location(s) of the performance(s) hereinabove described, or of any portion or portions thereof, without express written permission of CenterArts. In the event of any such unauthorized performance or announcement, the performance(s) described hereinabove, or any portion or portions thereof, may be cancelled by CenterArts, and such cancellations shall be without prejudice to CenterArts' other rights and remedies hereunder.
3. AGENT'S WARRANTY. ARTIST warrants that AGENT has full and current legal authority to act on behalf of Artist.
4. COMPLIMENTARY TICKETS. CenterArts shall be the only party authorized to issue ~~10~~ ⁵⁻¹⁰⁰ complimentary tickets to the performance(s) described hereinabove. A maximum of ~~10~~ ⁵⁻¹⁰⁰ complimentary tickets shall be given to Artist. All complimentary tickets shall be appropriately distinguished and shall not be counted in determining gross receipts.
5. NON-PERFORMANCE NOT A DEFAULT. Neither Artist nor CenterArts shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, acts or regulations of public or University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, interruptions of electrical power, other acts of God, or any cause beyond the control of Artist and CenterArts.
6. ANTICIPATORY BREACH. In the event that, after the execution of this Agreement, Artist's agent, or Artist's Designated Representative indicates or states that Artist is unwilling or will be unable to appear or present the performance(s) hereinabove defined, and such failure is not excusable under Paragraph 5 hereinabove; or in the event that Artist or any member of Artist's traveling component deemed by CenterArts in its sole discretion to be material to the performance(s) hereinabove defined, or to any portion or portions thereof, or any authorized agent of Artist takes any voluntary affirmative action which, in CenterArts' sole discretion, renders substantial performance of Artist's contractual duties hereunder impossible, CenterArts may cancel the performance(s) hereinabove defined, or any portion or portions thereof, and in addition, Artist shall be responsible for payment of any and all costs, expenses, damages (including CenterArts' actual expenses incurred in preparation for the performance(s) hereunder) and claims from such cancellation. Any breach or anticipatory breach of this Agreement by Artist shall be deemed a material breach.
7. MERCHANDISING PERCENTAGE. CenterArts takes ^{90/10 on soft} ~~20~~ ^{100/10 media - r.} % of gross merchandising receipts for this engagement.

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

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

10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider AND TECHNICAL SPECIFICATIONS OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET. This rider is made an integral part of all agreements.

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

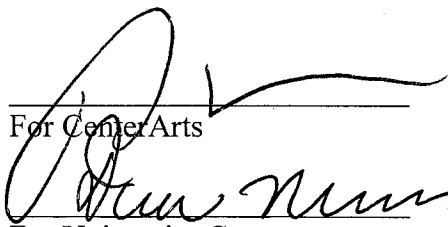
12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee.

13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall 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

Tax ID/Social Security #



For CenterArts



For University Center

Updated: April, 2009