

Louis The Child | West Virginia University | Morgantown, WV | Tue, Aug 20, 2019

Taylor Schultz | TSchultz@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Monday, July 15, 2019 by and between LOUIS THE CHILD LLC ("COMPANY"), which shall furnish the services of Louis The Child ("ARTIST"), and WEST VIRGINIA UNIVERSITY, BOARD OF GOVERNORS ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement.

This Performance Contract between COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and COMPANY hereby agree as follows:

1. ENGAGEMENT / VENUE:

VENUE:	West Virginia University (the "Venue")
ADDRESS:	Evansdale Student Rec Fields Morgantown, WV 26506 United States
DATE OF SHOW: *Do Not Announce	Tuesday, August 20, 2019 (the "Date of Engagement")
DOORS:	3:30PM
SUPPORT:	5:00PM - (TBD)
SUPPORT:	6:30PM - Gucci Mane
ARTIST TIME:	8:00PM - (60 minute set)
CURFEW:	9:00PM

2. COMPENSATION:

\$ 150,000.00 guaranteed to ARTIST (the "Guarantee").

PLUS PURCHASER to provide and pay for DJ backline and video wall, as required and approved by ARTIST.

Guarantee is inclusive of \$10,000.00 stipend for ARTIST-supplied supplemental production.

Rain or shine.

3. PAYMENT TERMS:

The balance of the Guarantee shall be paid to and in the name of ARTIST COMPANY by cash or cashier's check not later than the evening of the Engagement.

University

4. PRODUCTION:

PURCHASER to provide and pay for Sound and Lights, approved by ARTIST.

5. OTHER PROVISION(S):

PROJECTILES:	Purchaser shall not distribute items to patrons that could be used as weapons/projectiles without prior written approval from Artist.
SUPPORT:	Purchaser to provide and pay for Support Acts (TBD).

6. BILLING:

Festival
LOUIS THE CHILD to close/
GUCCI MANE to perform immediately prior to Louis the Child/
Support Acts (TBD)/

7. TICKET SCALING AND PRICES:

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL
General Admission Standing	17,000	-	0.00	0.00

404 WEST FRANKLIN ST. | MONTEREY, CA 93940 | 831-375-4889 | 831-375-2623 FAX | NY LIC# 1010614-DCA / CA LIC# TA000206953

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CAP: 17,000	TOTALS:	17,000	0	\$ 0.00 GROSS POTENTIAL
SCALING NOTES		Closed free show.		\$ 0.00 NET POTENTIAL

8. DEDUCTIONS:

DEDUCTIONS	EXC/INC	PRICE	TYPE	TOTAL
	.. N/A ..			\$ 0.00 DEDUCTIONS

9. TAXES:

TAXES	AMOUNT	TYPE	TOTAL
	.. N/A ..		\$ 0.00 TAXES

10. MERCHANDISE:75.00% Soft; 90.00% Hard; Artist Sells. **After 6% WV Sales Tax****11. CONTACT DETAILS:**

ARTIST: **Louis The Child**
 Louis the Child LLC
 c/o 16000 Ventura Blvd #600
 Encino, CA 91436

PROMOTER / PURCHASER: **West Virginia University**
 Arts & Entertainment Division
 P.O. Box 6017
 Morgantown, WV 26506
 304-293-4406
Eric Andrews
 304-293-4407
 eric.andrews@mail.wvu.edu

PRODUCTION COMPANY OR PERSON: Keith Gale
 304-293-7054
 keith.gale@mail.wvu.edu

12. SPECIAL PROVISIONS:

TICKETING:

DISALLOWED TICKETING PROGRAMS [General]

- Multi-packs, Value Channels (e.g. Groupon), papering, VIP tables & suites (unless sold as a season-long package), additional upsells including early entry promotions & food and beverage packages
- Dynamic pricing only with written AGENCY approval
- Per ticket revenue allocated to GBOR from season tickets shall = P1 face price

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DISALLOWED TICKETING PROGRAMS [Ticketmaster]
 •Platinum, Fast Lane, TM+ (resale tab)

DISALLOWED TICKETING PROGRAMS [AXS]
 •AXS Premium, StubHub redirection

ADDITIONAL TERMS & CONDITIONS:

- EXPENSES & MERCH RATES shall be MFN with all shows taking place at the venue in 2019-2020
- Sponsor signage on or attached to stage canopy, header, wings or apron is prohibited
- No outside sponsors may be included in any advertising materials without written AGENCY approval
- Ticket limit = 4 per order
- All advertising to be settled at NET

Event has festival scrims on front of stage and advertising sponsors

WIRE FEES:

Any bank wire transfer fees and/or charges in connection with payments made to Company hereunder, shall be borne by Purchaser and shall not be deducted from payments to Company hereunder upon United States bank receipt of such wire transfer.


 WVU
 JP
 Artist

13. ATTACHMENTS:

The Additional Terms & Conditions, Artist rider, and any Company addenda attached hereto form a part of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IMPORTANT: ONE COMPLETE COPY of this contract and rider, signed by the PURCHASER, must be received by Paradigm Talent Agency via email, fax, or mail, no later than Friday, July 19, 2019.

State of WV Addendum to Vendor's Standard Contractual Form attached to and made part of this Agreement


 WVU
 JP
 Artist

PURCHASER

West Virginia University, Board of Governors

Arts & Entertainment
 P.O. Box 6017
 Morgantown, WV 26506

Federal Tax ID: 54-6000842

Signature:

 7/23/19

Print Name:

Eric Andrews

Title/Position:

Director Arts & Entertainment

COMPANY

Louis the Child LLC
 c/o 16000 Ventura Blvd #600
 Encino, CA 91436
 Federal Tax ID: 47-3400827

Signature:



Print Name:

Joseph Papoutsis

Title/Position:

Manager

STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"):

Vendor: Louis The Child LLC.

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. ORDER OF PRECEDENCE: This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. PAYMENT – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. FISCAL YEAR FUNDING – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. RIGHT TO TERMINATE – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. DISPUTES – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. FEES OR COSTS: Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. GOVERNING LAW – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. RISK SHIFTING – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. LIMITING LIABILITY – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

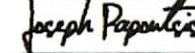
10. TAXES – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. NO WAIVER – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: West Virginia University, Board of Governors
By: 
Printed Name: Eric Andrews
Title: Director, Arts & Entertainment
Date: 7/23/19

X Vendor: Louis The Child LLC
X By: 
X Printed Name: Joseph Papoutsis
X Title: Manager
X Date: 07/19/2019

As used herein, the term "Company" shall have the same meaning as the term "Artist Company" as defined in the facing pages of this Agreement.

1. VENUE:

1.1 Under no circumstances may the Purchaser change the Venue for the Date of Engagement without Agent's or Company's prior written consent, which may be withheld in Agent's or Company's sole discretion, as applicable. Notwithstanding anything to the contrary contained herein, a change of Venue by the Purchaser in the absence of such consent shall constitute a material breach of this Agreement and Purchaser shall be liable for the full amount of Compensation due hereunder regardless of the date on which such change takes place.

1.2 In addition to furnishing the Venue, Purchaser hereby agrees to provide all staff and necessary permits and licenses required by all applicable laws for purposes of lawfully conducting the Event, including, without limitation, as required by ASCAP/BMI and/or SESAC. Unless otherwise agreed to by Agent in writing prior to the Date of Engagement, it is hereby acknowledged and agreed that Artist shall perform in the primary (main) featured performance area of Venue.

2. DATE(S) OF ENGAGEMENT:

2.1 Artist's appearance on the Date of Engagement (hereinafter, the "Performance"), together with all other performances at the Venue on the Date of Engagement, is hereinafter collectively referred to as the "Event." Unless otherwise expressly agreed in writing by Agent, Purchaser may not make any announcements regarding the Performance contracted for hereunder until Company has received the initial deposit set forth in the paragraph titled "Payment Terms" of the Facing Page(s) of this Agreement and written authorization from Agent that such an announcement may be made. In the event that Purchaser breaches the terms contained in the foregoing sentence, Agent or Company may elect to immediately terminate this agreement upon giving written notice to Purchaser, without prejudice to any rights or claims Agent or Company may have. In the event of such termination, Company shall be entitled to retain any payments previously made by Purchaser hereunder and shall have no obligation to furnish Artist to perform on the Date of Engagement.

2.2 Purchaser hereby acknowledges that, except as otherwise expressly set forth herein, each and every Deposit payment made hereunder is non-refundable. Contemporaneous with payment of the Deposit(s) hereunder and subject to the terms of paragraph 4.1 herein below, Purchaser is being granted the limited right to immediately exploit artist's approved name, image and logo (hereinafter, the "NIL Rights") solely for purposes of advertising, marketing and promoting the Event and the sale of tickets with respect thereto. Purchaser further acknowledges that the aforesaid grant of NIL Rights constitutes a value in consideration of the payment of any and all monies paid to Company hereunder prior to the Date of Engagement. For the avoidance of doubt, except as otherwise expressly set forth in writing between the parties hereto, the NIL Rights granted hereunder shall immediately revert to Company upon the earlier of (a) completion of the Performance, (b) material uncured breach of the Agreement by Purchaser, (c) cancellation of the Performance, or (d) termination of this Agreement by either party in accordance with the terms hereof.

3. TICKET PRICE:

3.1 Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, Purchaser shall be solely responsible for payment of all taxes (including, without limitation, state and local sales taxes) associated with the sale of tickets for the Event.

3.2 Purchaser shall not charge a surcharge, tax, or fee of any kind in addition to the ticket price stated herein.

3.3 Purchaser shall not increase or decrease a ticket price, nor charge a fee based on an age differential, without prior agreement between Purchaser and Agent.

3.4 The parties hereto hereby agree that a ticketing outlet of Company's choosing shall have the exclusive right to offer for sale one hundred percent (100%) of all tickets for the Events to be made available for purchase online.

3.5 Subject always to the applicable data protection legislation, Purchaser shall make the Database available to Company free of charge. "Database" shall mean all statistical and demographic data gathered in connection with



ticket sales for the Performance, including, without limitation, e-mail addresses of purchasers of tickets for the Performance.

4. LINE-UP, BILLING, AND PROMOTION:

4.1 (a) Purchaser shall obtain the approval of Agent by e-mail over all advertisements and promotional material (including flyer design) using the Artist's name, likeness and/or logos prior to producing and/or disseminating any such materials.

(b) In respect of the Date of Engagement hereunder, Artist shall receive one hundred percent (100%) headline billing with respect to all artist performances taking place at the Venue on all materials distributed by Purchaser to press and public. Artist shall be billed as set forth on the Artist Rider (as defined in paragraph 15.5 herein below) and in no other way without the prior written consent of Agent.

(c) Purchaser must use Artist's NAME/IMAGE/LIKENESS/LOGO template (hereinafter, the "NIL Template") in all Event advertising (including, without limitation, poster, flyer, Internet, radio, TV, and print advertising). The NIL Template shall be provided by Agent promptly following execution of this Agreement.

(d) Artist's artwork must be the predominant graphic element on all advertising.

(e) Purchaser acknowledges and agrees that the Artist's name or likeness may not be connected in any way with any form of sponsorship or endorsement of any kind, including but not limited to commercial and political, without the prior written consent of Company. Without limiting the foregoing, there shall be no sponsorship branding on the stage on which the Performance takes place without Agent's prior written approval, which may be withheld in Agent's sole discretion.

Festival Billing


X
JP
Artist

4.2 (a) Agent shall have the right to pre-approve the talent line-up for the Event.

(b) Company reserves the right to choose the performing artist who will perform immediately prior to and/or immediately after Artist's set time.

4.3 (a) Purchaser shall use best efforts to adequately promote the Performance by manufacturing and sending announcements, displaying posters, placing advertisements and by utilizing all other promotional methods that are standard practice in the industry. The costs of promotion shall be borne solely by Purchaser.

(b) Any materials made available to Purchaser by Agent or Company, including, without limitation, materials embodying Artist's name, Artist's image and/or logo, and any other intellectual property owned or controlled by Artist (hereinafter "NIL Materials") shall be used solely in connection with promotion of the Performance on the Date of Engagement and shall remain the property of Company or Artist, as applicable. Company shall have approval over each use of the NIL Materials hereunder. In the event that Company determines, in Company's sole discretion, that any use of the NIL materials may adversely affect Company, Artist or Company's or Artist's intellectual property rights, as applicable, upon receipt of Company's written notice of the foregoing, Purchaser will use best efforts to immediately discontinue dissemination of the promotional materials identified in said notice and shall promptly destroy the unused materials or return them to the requesting party at Purchaser's sole cost and expense.

5. PRODUCTION:

5.1 Not later than ten (10) weeks prior to the Date of Engagement, Purchaser shall submit to Company's designated representative, (hereinafter referred to as "Company's Representative"), for approval, a written production proposal (the "Production Proposal") which contains the proposed production budget ("Production Budget") for the Event and sets forth with reasonable specificity all proposed production elements therefore (including, without limitation, lights, video, special effects, sound, and staging). Promoter hereby warrants and represents that the level of production of the Event and all elements thereof shall be commensurate with Artist's stature in the musical artist market, and shall be appropriate for the size of the Venue, as determined by Company's Representative. Except as otherwise set forth herein or agreed in writing between the parties, in no event may Purchaser reduce line item expenditures below amounts set forth in the Production Budget as approved in writing by Agent or Company's Representative. Company shall have the right to insist upon the removal and/or addition of specific elements to the production (e.g., a laser), provided that such additional elements do not cause production costs for the Event to exceed one hundred ten percent (110%) of the approved Production Budget. For the avoidance of doubt, unless otherwise expressly agreed in writing between the parties hereto, Purchaser shall be responsible for any and all production costs including, without limitation, all costs that exceed the approved Production Budget in accordance with the foregoing sentence.

5.2 In the event of a breach of paragraph 5.1 herein above, without limiting any other rights and remedies Company may have under this Agreement, Company shall (i) have the right to refuse to furnish Artist to perform on the Date of Engagement and (ii) shall be entitled to retain any payments previously made by Purchaser hereunder.

6. COMPENSATION:

6.1 (a) Company hereby directs and authorizes Purchaser to make all payments due hereunder as directed in the Payment Terms of the facing pages of this Agreement.

(b) Such payment as aforesaid shall be made as an accommodation to Company and nothing herein contained shall constitute Agent as a beneficiary of or party to this Agreement. Such payment to Agent shall constitute payment to Company for all purposes of this Agreement and Purchaser will have no liability to Agent by reason of any erroneous payment Purchaser may make or failure to comply with such authorization. Company hereby indemnifies and holds Purchaser harmless against any claims asserted against Purchaser by reason of any such payment made pursuant to the terms of this paragraph 6.1(b).

6.2 Company reserves the right to have Agent renegotiate the terms of compensation set forth in the paragraphs titled "Compensation" and "Payment Terms," respectively, of the Facing Page(s) of this Agreement in the event that attendance at the Event exceeds the "Capacity" amount set forth in the paragraph titled "Ticket Scaling and Prices" of the Facing Page(s) of this Agreement.

6.3 In the event that payment to Company is based in whole or in part on receipts of the Performance(s) hereunder, Purchaser agrees to deliver to Company a certified statement of the gross receipts of each performance within two (2) hours following the applicable Performance. Company 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 Event only.

6.4 In the event that contingent compensation is payable under this Agreement, Company or Agent shall have the right to appoint an accountant or auditor to examine the Purchaser's books and records as they pertain to this Agreement, provided such examination shall take place at Purchaser's offices during business hours with reasonable notice at Company's sole expense. Notwithstanding the foregoing, if an underpayment of the amounts set forth herein is found as a result of such an examination, then Purchaser shall immediately reimburse Company for the costs of such examination together with the shortfall amounts discovered through such examination.

7. TAXES AND VISAS:

7.1 Purchaser shall pay for any and all taxes (excluding any income or Non-resident Withholding Tax that may be owed by Company), which may become due in connection with the Performance. For the avoidance of doubt Purchaser shall be responsible for any airport arrival and departure taxes incurred in respect of Artist and Artist's guest's travel. Purchaser shall not offset any expenses or taxes of any type against the Guarantee hereunder.

WV Addendum #10 Taxes


WVU
JP
Artist

7.2 Notwithstanding anything to the contrary contained herein, Company's federal non-resident withholding tax amount hereunder may not exceed the required amount established by the applicable tax authority. Purchaser must make withholding payments to the U.S. Internal Revenue Service and any other applicable state and/or local tax authority (individually and collectively, the "Tax Authority") in accordance with the terms of applicable law, but in no event later than thirty (30) days from the Date of Engagement. Purchaser shall promptly provide Agent with wire confirmation evidencing that Purchaser has withheld and paid over to the Tax Authority in a timely manner the requisite amount. In the event that Purchaser is in breach of the terms of this paragraph 7.2 and fails to remedy such breach within five (5) business days of receipt of Company's written notification of such breach, Company shall have the right to immediately terminate this Agreement by written notice to Purchaser (the "Termination Notice") and any and all rights granted to Purchaser hereunder (including, without limitation, rights of exclusivity) shall be immediately revoked. In the event of any such termination, within five (5) business days of Purchaser's receipt of the Termination Notice, Purchaser shall pay to Agent the balance of the Guarantee and Agent shall become the withholding agent with respect to the Date of Engagement. Without limiting the foregoing, Purchaser shall be liable for any and all penalties assessed by the Tax Authority against Company and/or Artist for Purchaser's failure to make timely payment to the Tax Authority of amounts required to be withheld hereunder.

7.3 Under no circumstances may Purchaser make cash payments under this Agreement. Purchaser hereby acknowledges that (i) Agent will not accept cash deposits as payment hereunder and (ii) any cash payments made in violation of the foregoing provision will be forfeited to Agent and not be deemed to be compensation to Company or applied to offset any payments due to Company hereunder.

7.4 Purchaser, where applicable, shall be responsible for obtaining and paying for any work permits and visas (U.S. work permits excluded) required for Artist and any member of Artist's crew to work legally in country of performance on the Date of Engagement which shall be valid for the duration of Artist's stay in country of performance. Purchaser shall be responsible for paying for any additional costs incurred in obtaining a visa, including but not limited to courier fees, travel and accommodation expenses, and taxi fare.

8. MERCHANDISE:

8.1 Purchaser hereby gives permission to Company to sell merchandise and other Artist-related products before, during and after the Performance. Purchaser shall not receive any commission or other remuneration with respect to such sale of merchandise or other Artist-related products hereunder. [Merchandise 75/25, CDs & DVDs 90/10
After 6% WV Sales Tax](#)


X JP
WVU
Artist

8.2 Notwithstanding anything to the contrary contained herein, Purchaser shall ensure that, in the absence of Company's prior written to the contrary, no merchandise other than consumables and merchandise sold by Company's representatives under 8.1 herein above shall be sold at the Venue for the duration of the Event.

9. EQUIPMENT AND HOSPITALITY:

9.1 (a) Purchaser agrees to setup an appropriate performance area that is free from interruption.

(b) Purchaser hereby agrees to provide, at Purchaser's sole cost and expense, a first-class sound and lighting system, to include the equipment and technical specifications set forth on the Artist Rider.

(c) Purchaser shall check all equipment for defects and to ensure proper functioning on the Date of Engagement prior to the Performance. Purchaser will indemnify Company, Agent and Artist from any liability resulting from damage to equipment arising at any time before, during or after the Performance hereunder, except in respect of damage caused by any intentional act or omission by Artist or Artist's gross misconduct.

[WV Addendum #8 Risk Shifting](#)


X JP
WVU
Artist

(d) At any time and without prior notice, Company shall have the right to cancel or shorten the Performance hereunder if, in Company's reasonable business judgment, Purchaser has failed to adhere to the requirements set forth herein in respect of the equipment or if the equipment fails to function properly on inspection or during the Performance.

9.2 Purchaser shall provide Artist with a clean and comfortable dressing room area conforming to the specifications set forth on the Artist Rider.

9.3 Company shall have the right to invite the number of guests referred to as "Artist Comps" in the paragraph titled "Ticket Scaling and Prices" of the Facing Page(s) ("Artist's Guests") to attend on the Date of Engagement, and each of Artist's Guests shall be given access to the Venue free of charge. Company's list of Artist's Guests will be honored throughout the entire Date of Engagement from doors to closing. The Agent's guest list shall not be deducted from Company's guest allotment set forth in this paragraph 9.3.

10. RECORDING:

10.1 Company's Recording:

Purchaser hereby acknowledges and agrees that Company and/or anyone engaged, authorized, employed or supervised by Company, may photograph, video tape, and/or otherwise record, reproduce and distribute such recordings of the Event including the Performance hereunder ("Recordings"), in whole or in part, in any manner or media, and any such Recordings from the inception of recording thereof, and all copies manufactured therefrom, together with the images and/or performances embodied thereon, shall be the sole property of Company or Company's designee, as applicable ("Copyright Holder"), throughout the world, free from any claims whatsoever by Purchaser or any third party (including, without limitation, Purchaser's affiliates, partners, investors and the Venue owner) ("Third Party"), and Copyright Holder shall have the exclusive right to copyright such Recordings in its name as the sole and exclusive owner and author thereof and to secure any and all renewals and extensions of such copyright. Neither Company, Artist nor Company's or Artist's designee shall have any obligation to obtain permission from or provide credit to Purchaser, except as otherwise required by law. For the avoidance of doubt, Company shall be solely responsible for the following in connection therewith: (a) any and all costs and expenses, including without limitation, additional labor costs that Company may incur in connection with the Recordings (all of such costs and expenses being specifically excluded from show costs and expenses); (b) any and all liabilities; and (c) any and all appropriate third party clearances, authorizations and approvals.

10.2 Other Recordings:

- (a) Purchaser warrants that Purchaser shall not, nor shall Purchaser authorize others to photograph, video tape, record or otherwise reproduce Artist's likeness or image in any manner, nor shall Purchaser record (in any medium) or broadcast (via any means, including, without limitation, radio or internet), or authorize others to record or broadcast, any portion of the Performance without Company's prior written consent, which may be withheld in Company's sole discretion, as applicable. If it becomes evident to Artist or Company that any of the foregoing prohibited activities is occurring during the Event, Artist may discontinue Artist's Performance immediately and neither Agent, Artist nor Company shall be obligated to return any monies previously paid by Purchaser under the Agreement.
- (b) Purchaser warrants and represents that Purchaser will use Purchaser's best efforts to prevent the recording, by any means or media, and dissemination of the Performance hereunder except as otherwise expressly permitted herein.
- (c) Purchaser will be liable to Company and Artist for any loss, damage or expense (including reasonable attorneys' fees) incurred or suffered by Artist as a result of a breach of subparagraphs 10.2(a) or 10.2(b) herein above. For the avoidance of doubt, except as otherwise expressly permitted in writing by Company, Purchaser shall be strictly liable for any damages suffered by Company or Artist as a result of (1) the creation of an unauthorized recording of Artist's performance hereunder by means of the sound board, artist equipment, monitors or any other part of the Venue's audio-only and audio/visual installation, and (2) the dissemination of any such recording.

[WV Addendum #6 Fees & Costs, #9 Limiting Liability](#)


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Artist

11. CANCELLATION:

11.1 Company Cancellation of Performance:

- (a) Without prejudice to any rights, claims or remedies Company may have under this Agreement at law or in equity, in the event that Purchaser breaches any term of this Agreement and such breach is not cured in accordance with the terms of paragraph 14.1 herein below, Company shall have the right to immediately cancel this Agreement. Such breaches include, but are not limited to, the following:
 - (i) Purchaser does not make timely payment to Agent any amount due as set forth on the Facing Page(s), of this Agreement herein above or otherwise materially breaches the terms of this Agreement, including, without limitation, as contained in the paragraphs titled "Compensation" and "Payment Terms," respectively, of the Facing Page(s), or fails to perform any material obligation required of Purchaser hereunder;
 - (ii) On or before the Date of Engagement, Purchaser has failed, neglected or refused to perform any contract with any other performer for any earlier engagement and, following receipt of Company's written demand therefor, Purchaser fails to promptly make full payment of the Guarantee due hereunder; or
 - (iii) Agent, in its sole discretion, determines that Purchaser is unable to pay its debts as they become due in the ordinary course of business; or
 - (iv) A voluntary or involuntary bankruptcy petition is filed by or against Purchaser, Purchaser goes into compulsory liquidation, makes an assignment for the benefit of creditors, is in receivership or makes any composition with creditors.

- (b) In the event of any cancellation by Company under 11.1(a) herein above,

- (i) Neither Agent, Company, nor Artist shall be obligated to refund any payments made by Purchaser hereunder prior to the date on which cancellation takes place, nor shall Agent, Company nor Artist have an obligation to mitigate with respect to amounts owed by Purchaser hereunder;
 - (ii) Purchaser shall remain liable to Company for the full amount of the Guarantee;
 - (iii) Company shall have no obligation to furnish Artist to perform for Purchaser hereunder and Company may contract with one or more third parties for Artist to perform for such third party(ies) on the Date of Engagement; and
 - (iv) Neither Company, Agent nor Artist shall be liable to Purchaser for any costs or losses of any kind whatsoever suffered by Purchaser as a result of such cancellation. [WV Addendum #6 Fees & Costs, #8 Risk Shifting #4 Right to Terminate](#)


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Artist

11.2 Purchaser Cancellation of Performance:

If, for any reason (excluding any reason otherwise permitted herein) Purchaser cancels the Performance following the date of execution hereof, Purchaser shall remain liable to Company for the full amount of the Guarantee due hereunder. [WV Addendum #4 Right to Terminate](#)


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Artist

11.3 Cancellation of the Performance due to Force Majeure Event:

(a) Notwithstanding anything to the contrary contained herein, the Performance may be cancelled by either party due to cause(s) beyond the reasonable control of the parties hereto that would render the Performance hereunder impossible or make conditions for the Performance hazardous. Such causes shall include, but not be limited to: acts of God; extreme weather necessitating a government mandated evacuation or cancellation; acts of war; riot; fire; explosion; accident; flood; sabotage or terrorist act; transportation failure or delay; governmental or court ordered laws, regulations, requirements, orders or actions; injunctions or restraining orders; strike(s) or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment), technical failures beyond the reasonable control of the parties hereto, or other causes of a similar or different nature beyond the reasonable control of the parties hereto (hereinafter "Force Majeure Event"). Neither Company, Agent nor Artist shall be held liable for any losses, costs or damages whatsoever suffered by Purchaser due to Artist's failure to perform as a result of a Force Majeure Event.

(b) (i) In the event that the Performance is cancelled due to a Force Majeure Event and Artist is ready and willing to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, one hundred percent (100%) of the Guarantee.

(ii) In the event the Performance is cancelled pursuant to a Force Majeure Event that renders Artist unready and/or unable to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, fifty percent (50%) of the Guarantee.

11.4 Cancellation of the Performance due to Incapacitating Illness or Accident to Artist:

In the event of an incapacitating illness or accident to Artist or essential crew member or the death or terminal illness of a member of Artist's family that prevents Artist from being ready, willing and able to perform a Date of Engagement hereunder, it is understood and agreed that (i) Artist shall not be required to perform the scheduled engagement(s), (ii) neither Company, Agent nor Artist shall be liable for any costs or losses of any kind whatsoever suffered by Purchaser and (iii) Purchaser agrees to release Company, Agent and Artist from any liability with respect thereto. Unless otherwise expressly agreed in writing between the parties, in the event of cancellation by Company under this paragraph 11.4, Company shall return to Purchaser within ten (10) business days following the Date of Engagement, all sums received by Company under this Agreement less Artist's bona fide reasonable out-of-pocket expenses incurred in connection herewith.

11.5 Cancellation of the Performance due to Inclement Weather:

(a) Notwithstanding anything contained herein, the Performance may be cancelled by either party due to Inclement Weather. As used herein, Inclement Weather shall mean any adverse weather or climate conditions that render the Performance hazardous and/or economically impractical but do not result in a government-mandated evacuation or cancellation. For the avoidance of doubt, Inclement Weather shall not be deemed to be a Force Majeure Event as defined in paragraph 11.3(a) hereinabove.

(b) In the event of Inclement Weather conditions on the Date of Engagement, Artist shall consider in good faith, but shall have no obligation to accept, the relocation of the Event to an indoor venue on campus, provided the alternative venue specifications provide and adhere to all capacity, schedule, security, and production requirements previously agreed upon.

(c) In the event Artist's Performance is cancelled due to Inclement Weather conditions on the Date of Engagement, Purchaser shall remain liable for the full amount of the Guarantee due hereunder. [WV Addendum #4 Right to Terminate](#)


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Artist

11.6 Company warrants and represents that Company has accepted this engagement in good faith and will use Company's reasonable good faith endeavors to cause Artist to fulfill Artist's obligations hereunder.

12. SECURITY AND INSURANCE:

12.1 (a) Purchaser shall be solely responsible to provide a safe environment for the Event including regarding the staging, stage covering, electrical grounding, supervision and direction of the Performance, and adequate security, so that the Performance and all persons and equipment are free from adverse weather and other unsafe conditions, situation and events ("Dangerous Conditions"). Dangerous Conditions may include but not be limited

to recent acts of violence, riots or political unrest; faulty or insufficient electrical power; inadequate or unsafe staging; inadequate crash barrier; rain penetration or any other hazardous condition which, in the reasonable opinion of the Artist, may result in damage or injury to Artist or Artist's equipment, or to anyone engaged or furnished by Artist, or to any other persons or equipment for whom or which Artist may be held responsible. Artist shall not have any liability for any damage or injury caused by such Dangerous Conditions except to the extent such is solely and directly caused by Artist's or Artist's negligence or willful misconduct.

(b) Notwithstanding anything to the contrary contained herein, Artist reserves the right to decline to furnish Artist perform if, in its sole discretion, Artist deems conditions at the Venue to be Dangerous Conditions. In the event that the Performance is cancelled due to Dangerous Conditions (as defined in paragraph 12.1(a) herein above), Purchaser shall be obligated to pay Artist one hundred percent (100%) of the Compensation due in connection with the Performance cancelled.

(c) Purchaser will provide and pay for an adequate number of sober, able-bodied and clearly identifiable professional security persons for the scale of the Event and in accordance with the terms of the Artist Rider Security must ensure safety of Artist and Artist's equipment, personal property, Artist's crew and vehicles for the duration of the Artist's stay at the Venue (including, without limitation, the parking facilities and surrounding grounds).

12.2 (a) Purchaser agrees to provide public and general liability insurance coverage (including automobile, liability and comprehensive) to protect against any claim for 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 Date of Engagement, including as a consequence of the installation and/or operation of the equipment provided by Artist. In addition, it is agreed that Purchaser shall maintain in effect a policy of workmen's compensation insurance covering all of its employees and other personnel who are involved in the installation, operation and or maintenance of the equipment provided by Producer. The Purchaser further agrees to provide full insurance coverage for all equipment provided by Artist or Artist's agents, contractors and employees against fire, theft, riot or any other type of act that would cause harm or damage to equipment. Without limiting the foregoing, Purchaser shall also secure and maintain a commercially standard event cancellation insurance policy for the Event which does not exclude cancellation for a Force Majeure Event or an inclement weather cancellation, except for the following exclusions: acts of war; failure of means of transportation; terrorist act; governmental or court ordered laws, permitting, zoning, licensing or other city/municipal/state/parish issues, or other commercially reasonable exclusions. Purchaser shall supply Agent with certificates of insurance showing coverage of the above at least ten (10) days prior to the show date. However, if said certificate is not received by Agent prior to the above date, then Company at Company's election may terminate this Agreement. If Company elects to furnish Artist to perform the Engagement and the certificates of insurance have not been received, Purchaser is still solely responsible for complete coverage as specified above.

(b) Purchaser shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage as required under sub paragraph 12.2(a) hereinabove and shall name Company, Artist, and Agent as additional named insureds in an amount of not less than Three Million Dollars (\$3,000,000) per occurrence (but in no event in amounts less than the limits require by the venue) 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).

WV Addendum #15 Insurance The State of WV is self insured

(c) (i) Purchaser hereby agrees to indemnify and hold Company, Artist, Agent and their contractors, employees, licensees, designees and agents (individually and collectively, the "Artist Indemnitees") harmless from and against any loss, damage or expense including reasonable outside attorneys' fees incurred or suffered by the Artist Indemnitees in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party, person, firm, entity or corporation as a result of or in connection with the Event, which claim does not result directly from the gross negligence or willful misconduct of Artist Indemnitees. Notwithstanding the foregoing, Purchaser's indemnity obligation shall in no event include liability for any incidental, indirect, special, consequential, or punitive damages (including, without limitation, damages for loss of use, power, business good will, revenue or profit, nor for increased expenses, or business interruption) arising out of or related to the performance or non-performance of this Agreement.

(ii) Company hereby agrees to indemnify and hold Purchaser and their contractors, employees, licensees, designees and agents harmless from and against any loss, damage or expense including reasonable outside attorneys' fees incurred or suffered by Purchaser in connection with or as a result of any claim for personal injury or property damage brought by or on behalf of any third party, person, firm, entity

or corporation as a result of or in connection with the Engagement, which claim results directly from negligence of Artist Indemnitees. Notwithstanding the foregoing, Company's indemnity obligation shall in no event include liability for any incidental, indirect, special, consequential, or punitive damages (including, without limitation, damages for loss of use, power, business good will, revenue or profit, nor for increased expenses, or business interruption) arising out of or related to the performance or non-performance of this Agreement.

(d) Purchaser also hereby indemnifies the Artist Indemnitees from and against any and all loss, damage or expense resulting from any damage or destruction to Artist's equipment or that of its employees, contractors and agents, inside or outside the Venue, including but not limited to damage or destruction occasioned by Force Majeure events.

(e) The Artist Indemnitees shall not be responsible for damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by Company or Artist. Purchaser shall indemnify and hold the Artist Indemnitees harmless from any third party claims concerning the foregoing (as provided above) and no claim, deduction or offset shall be made by Purchaser in respect of same.

13. PURCHASER'S WARRANTIES AND REPRESENTATIONS:

13.1 Purchaser hereby acknowledges that Agent is only responsible for procuring bookings and may not be held liable for any breach of contract by Company or Artist hereunder or under any other agreement between Company or Artist and Purchaser.

13.2 Purchaser warrants that Purchaser shall not advertise the Performance prior to (i) Company's receipt of the initial deposit specified in the paragraph titled "Payment Terms" of the Facing Page(s) and (ii) Purchaser's receipt of Agent's written authorization to advertise the Performance.

13.3 Purchaser represents and warrants that Purchaser is the responsible party for making all payments hereunder and has sufficient funds, financing and/or insurance to honor all of Purchaser's obligations hereunder.

13.4 Purchaser acknowledges and agrees that any and all Artist obligations set forth in Purchaser's addendum and pertaining to morality, behavior, content restrictions, and/or school policies (hereinafter individually and collectively referred to as "Conduct Requirements") shall not be binding on Artist unless Purchaser has provided in writing both ample notice and a detailed explanation of the Conduct Requirements. For the avoidance of doubt, in no event should such notice and explanation of the Conduct Requirements be provided later than three (3) business days before the Date of Engagement.

14. DEFAULT, NOTICE AND CURE:

14.1 Except as otherwise expressly set forth herein, neither party to this Agreement or Purchaser's addendum shall be deemed to be in breach of any of its obligations hereunder unless the party not in breach serves specific written notice of such alleged breach upon the party in breach and the party in breach shall have failed to cure such breach, if any, within five (5) business days following receipt of such written notice (but in no event later than 5:00 p.m. EST on the date that is one (1) day prior to the Date of Engagement hereunder). For any alleged breach occurring on the Date of Engagement, neither party to this Agreement or Purchaser's addendum shall be deemed to be in breach of any of its obligations hereunder unless the party not in breach serves specific verbal notice of such alleged breach upon the party in breach and the party in breach shall have failed to cure such breach, if any, within two (2) hours of receipt of such verbal notice.

14.2 All notices to be given to either party hereto shall be in writing and shall be delivered to the addressee at the respective addresses hereinabove set forth, or such other address or addresses as may be designated by either party, by (i) mail (registered, or certified, return receipt requested, postage pre-paid); (ii) overnight courier with proof of receipt; (iii) telefax (with a copy by express courier service); or (iv) e-mail (provided recipient has responded by email or otherwise in writing to confirm receipt). Notices shall conclusively be deemed to have been given seventy-two (72) hours after the date of mailing or twenty-four hours (24) after the date of transmission by telefax or e-mail. The addresses of the parties, until further notice to the contrary, are as first written above.

14.3 In the event of default by Purchaser hereunder, in addition to any other amounts due to Agent and Company hereunder, Purchaser shall be liable to Agent or Company, as applicable, for any costs and fees incurred by Agent or Company (including, without limitation, all attorney's fees, costs of debt collection or in respect of any legal action taken by Agent and/or Company) in connection with amounts due hereunder.

**WV Addendum #6 Fees & Costs, #8
Risk Shifting**


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14.4 Without limiting the foregoing, interest at the highest rate permissible under the laws of the State of California shall accrue on any amount due to Company hereunder from and after the date upon which such payment is due.

14.5 If Purchaser is a public institution obligated to adhere to the requirements of the Freedom of Information Act ("FOIA"), or the state's equivalent of such law, and Purchaser receives a FOIA request for information pertaining to Artist's Performance at the Event, Purchaser warrants that Purchaser shall (a) notify Company and Agent as to when and by whom such FOIA request was initiated within twenty-four (24) hours of Purchaser's initial receipt of such FOIA request, (b) provide Company and Agent reasonable opportunity to respond to the request and proper instructions detailing the manner in which the response must be submitted, (c) consult with Company and Agent regarding any legitimate basis on which Company and Artist may resist or narrow the disclosure of information in compliance with the request, and (d) disclose only information that Purchaser, in the opinion of its legal counsel, is legally obligated to disclose.

15. MISCELLANEOUS:

15.1 This Agreement sets forth the entire understanding between the parties, oral or written, regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations or understandings between the parties. No amendment, modification, or waiver of these Terms will be valid unless set forth in a written instrument signed by both parties hereto. Should any portion of this Agreement be deemed null and void under the law, the remainder shall remain in full force and effect. [State of WV Addendum to Vendor's Standard is attached and made part of this Agreement](#)

15.2 Purchaser agrees to indemnify Company, Artist and Agent for any loss, costs, damages or liabilities (including, without limitation damages for any loss of good will and injury to Artist's reputation) and Company's and/or Artist's actual attorney's fees and costs in connection with any suit or arbitration or other proceeding, whether or not reduced to final judgment or award, arising from Purchaser's breach of this Agreement. [WV Addendum #6 Fees & Costs, #8 Risk Shifting](#)

15.3 (a) This contract shall be governed by and construed under the laws and judicial decisions of the State of California. All claims and disputes arising out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the courts of the State of California (state and federal)-located-in-Los Angeles County; provided however if Agent and/or Artist is sued or joined in any other court or forum in respect of any matter which may give rise to a claim by Agent or Artist hereunder, Purchaser hereby consents to the jurisdiction of such court or forum over any such claim which may be asserted by Company and/or Artist. [WV Addendum #7 Governing Law](#)

(b) The prevailing party in any legal action (after all appeals have been taken or the time for taking such appeals has expired) brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies available to it at law or in equity, to reimbursement for its costs and expenses (including court costs and reasonable fees for outside attorneys and expert witnesses) incurred with respect to the bringing and maintaining of any such action. The term "prevailing party" for the purposes of this paragraph shall include a defendant who has by motion, judgment verdict or dismissal by the court, successfully defended against any claim that has been asserted against it.

15.4 All rights not expressly granted herein are reserved to Company and Artist.

15.5 Additional riders supplied by Company, including, without limitation, Artist's technical and hospitality riders (individually and collectively, the "Artist Rider") are annexed hereto and made a part hereof.

15.6 Facsimile and scanned copies hereof shall be deemed to be originals.

15.7 Wherever in this Agreement approval or consent is required, communications may be made via e-mail and approvals made via e-mail shall be deemed written approvals for purposes of this Agreement.

15.8 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. The counterparts of this Agreement may be executed and delivered by electronic or digital means and the receiving party may rely on the receipt of the electronically or digitally signed or delivered document as a binding and enforceable agreement.

15.9 Purchaser may not transfer or assign this Agreement or any rights, interests or obligations without the prior written consent of Company. Any assignment in violation of this paragraph 15.9 shall be void.


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TECHNICAL RIDER

ANY AND ALL CHANGES TO THE BELOW TECHNICAL REQUIREMENTS MUST BE APPROVED BY TOUR MANAGER DURING ADVANCE.

BACKLINE

Festival to provide this backline dedicated solely to Louis The Child for entire day of show

- 1 (ONE) x Pioneer DJM 900 NXS2
- 4 (FOUR) x Pioneer CDJ 2000 NXS2
- 2 (TWO) x Boom Mic Stands on upstage end of riser
- All backline MUST be updated with the latest Pioneer firmware
- All cabling must be provided for any festival provided backline
- There are NO suitable replacements, everything must be to spec mentioned above
- LTC will ALWAYS/ONLY travel with:
- 1 (ONE) Pioneer DJM900 NXS2, 2 (TWO) Pioneer RMX's & 2 (TWO) Pioneer DJS's
- We provide 14 tails from our subsnake at riser

BACKLINE POWER

- Est. total: 10AMPS
- 1 (ONE) x Quad box w/ 4x 11ov outlets capable of twist-lock connection at downstage left corner of LTC riser
- Riser must be powered side stage a minimum of 30 mins before changeover
 - o Must stay powered on for push onto stage

RF/WIRELESS

Festival to provide all RF listed below

- 2 (TWO) x Shure PSM 1000 or Sennheiser G3 Unit (4 Stereo Mixes)
- 7 (SEVEN) x Shure P10T bodypacks or Sennheiser G3 bodypacks (same as unit)
- 3 (THREE) x Shure ULXD or Beta58 Wireless Mic's (or better)
- NO SUBSTITUTIONS – must be one or the other (Shure preferred)
- Proper antennae, combiners, and RF coordination to be provided by festival audio vendor
- LTC requires all spec'd wireless gear be provided locally by festival audio vendor

RISERS

- Booth riser must be 8' x 12' x 2' = 3 (THREE) x 4'x8x2 risers (MSUT BE ON CASTERS)
- Must be dedicated solely to LTC once table is built, until after their set.
- LTC is traveling with their own 8' x 5' x 38" DJ table (travels in crown case)
- Festival must provide BLACK skirt for the riser
- Stairs or step-box directly off upstage end of riser
- All power/audio cabling to feed from downstage-left corner of riser so as not to run cabling across walking path of stairs

TRUCKING

- LTC's Crown set piece and backline will be delivered via 24' box truck
- The truck will NOT stay in the hole, unless necessary
- 6 (SIX) x pelican 1650's & 1 (ONE) x Lg crown case [22" l x 117" w x 80" h (weighs 500+ lbs)]
- The truck will return at the end of LTC's set for load out
 - o We prefer to load the truck ourselves to ensure all our cases are loaded properly



LABOR & TIMING

LOAD IN & SET UP

- Load in and set up takes appx. 2 – 2.5 hours
- 1 (ONE) x 24' box truck contains 7 pieces (crown + 6 pelican 1650's)
- 4 (FOUR) hands needed for truck (because of crown + table case)
 - o Forklift required if truck doesn't load direct onto stage (do not push via ramp)
- 2 (TWO) hands required for crown + table set up, est. 30 mins (Faster w/4 hands)
- All set up can occur on a wing of the stage, as long as there are no height issues when pushing on stage

PROGRAMMING

- 90-120 mins required for programming 1 (ONE) x 24' box truck contains 7 pieces (crown + 6 pelican 1650's)
- House Lighting & Video must be present for programming slot.
- Riser must be on deck for programming slot

SOUNDCHECK/LINECHECK

- Festival audio crew must be onsite (at least FOH, MON, & Tech) for soundcheck
- 45 minutes from the moment riser is set on deck is required
- If no soundcheck is available to us for any reason:
 - o We will need time to check and build our showfile on the consoles
 - o We will require a 30 min linecheck on top of showfile build
- We will also test timecode lines during this time

CHANGEOVER

- 30 mins is our preferred changeover time (unless we can have 60 mins)
- 10 mins is BARE minimum, this will be tight

LIGHTING, TIMECODE, & VIDEO

LTC's live show benefits greatly from the use of timecode, cameras, iMag, detailed lighting and video info. If your festival will have camera operators for our stage, please make us aware during the advance process so our VJ can coordinate:

HOUSE VIDEO

- →**THIS IS VERY IMPORTANT!**← **Festival to provide Cat5 from DJ Booth to FOH Lighting/Video area, connected to Pro DJ Link network switch**
- Accurate & detailed video pixel map's & raster (please send individual pdf's)
- iMag details & positions
 - o We would prefer to capture the switch feed at FOH video location via our capture card, can you provide an SDI feed?
- Space on a table at FOH for VJ to set up 1 (ONE) x Pelican 1510 + controller
- Coms system required

HOUSE LIGHTING

- Lighting patch, plot, & fixture list
- Lighting console must be **Grand MA2 Full or Grand MA2 Light (NO EXCEPTIONS)**
 - o **With streaming versions 3.5.0, 3.6.1, or 3.7.0** (please let us know which will be installed)
- Festival lighting vendor/LD **MUST** notify LTC TM of parameter count of festival rig to ensure we can control our ground package (details below)



CROWN

- 1 (ONE) x 5pin DMX input
- 1 (ONE) x 120v power
- Takes up one space in 1 (ONE) quad box on DJ riser
- Arrives & Departs via freight (Dimensions of case: 22" l x 117" w x 80" h (weighs 500+ lbs)

AUDIO

PA must be a full-range, professional line source with equal ratio of tops to subs. Subs should be configured for even coverage and minimum cancellation in the room. Stereo subs (flown or not) are acceptable as compliment to a center sub array, but a center array must be present. The PA must be capable of delivering even coverage of at least 105dBA and 125 dbC across the venue without reaching limit. Acceptable examples are L'Acoustics K1, K2, KS28, SB28, K1-SB, or D&B GSL Series, J-Series, J-SUB, J-INFRA, or Meyer Leo, 1100-LFC.

SIDE-FILL MONITORS:

- Monitors must be a professional, full-range line source. Acceptable examples are L'Acoustics KARA/SB28/SB18, or D&B V Series/V-SUB, or Meyer Leopard.900-LFC
- Sidefills to be positioned directly stage left and right of riser in a 'Texas Headphone' configuration

AUDIO CONSOLE:

- Monitor audio console must be a large-format professional digital console
- Acceptable consoles in order of preference: **AVID SC48 or Profile, DiGiCo SD12, DiGiCo SD10, DiGiCo SD9, DiGiCo SD5, Yamaha PM10/CL5.** All other console selections will not be approved unless TM is notified 21 days in advance of show or will be considered unacceptable.

SYSTEM PROCESSING:

- System processing should be through a processor comparable to Lab. Gruppen Lake LM44 or Meyer Galileo processors. Graphic EQ's and in-amp EQ's are unacceptable.
- System should be configured for Aux-fed Subs with potential for a stereo sub input

SFX ON STAGE

LTC TM must be made aware of any SFX allocations, opportunities, etc. At least 48 hours prior to show. And EXACT amount of use they will be provided. Included but not limited to: lasers, pyro, cryo, dancers.

DANCERS – no dancers of any type will be allowed to dance on stage during LTC's set.



TOUR CREW

The below crew members will be traveling with LTC unless stated otherwise:

- Tour Manager / Production Manager
- LD
- VJ / Timecode Wizard
- MON Engineer / Backline Tech
- Photographer/Videographer
- 2 (TWO) Artists
- *Managers, Agent, Artist Girlfriends/Families, Day to Day's & other Staff may be in attendance*

CAMERA POLICY & SECURITY

- **NOBODY** will be allowed downstage of the riser or on the riser, except for LTC crew
- Immediately after the show, the 2 band members will go into the barricade to take photos and say hi to fans for 10-15 minutes
- All photographer/video teams will be approved by TM prior to being on stage, and can be removed from stage at the tour's discretion. TM will be on stage for duration of performance.

QUESTIONS TO BE ANSWERED DURING ADVANCE

Items in order of highest to lowest priority in terms of time:

- Onsite trucking contact, address, map to stage, delivery time, and pickup time (for crown)
- Load In/Programming/Soundcheck: See timing requirements under **LABOR/TIMING** section
- Dedicated backline to Louis The Child (must be dedicated for duration of load in to load out)
- RF/Wireless needs provided
- Cat5 Network run from riser to FOH landing at VJ position
- Are there SFX? What type? What allotments are provided to LTC?

CONTACTS

TOUR MANAGER/PRODUCTION MANAGER:

Michael Trueblood

C: +1 (508) 380-2203

E: trueblood@keel.la

SECONDARY PRODUCTION CONTACT:

Scott Philibert

C: +1 (201) 478-1155

E: scottphilibert@gmail.com

MANAGER:

Joey Papoutsis

C: +1 (312) 479-1918

E: joey@keel.la

AGENT:

Jay Moss

E: jaymoss@paradigmagency.com

HOSPITALITY

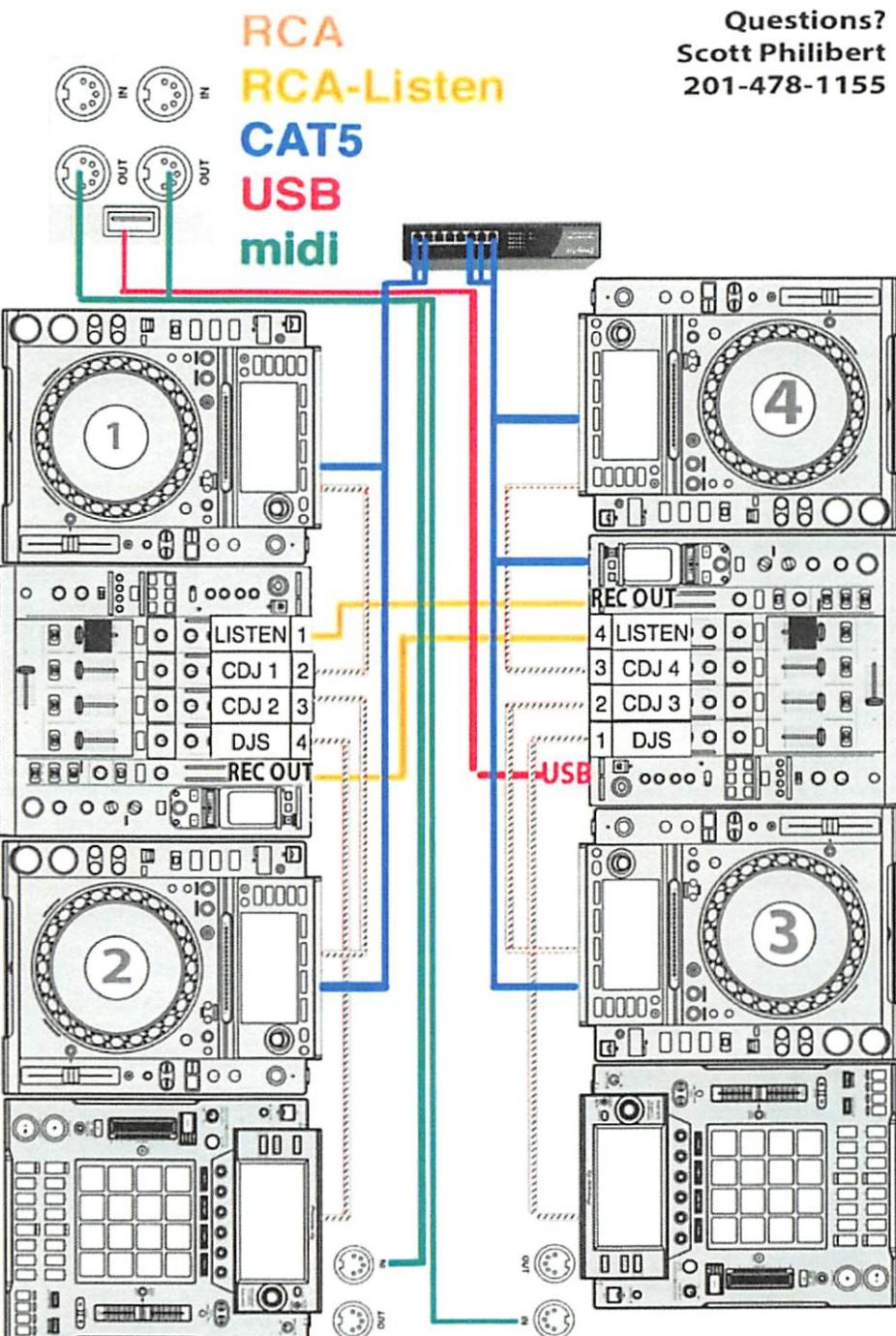
- 7 (SEVEN) x \$50 Meal Buyout
- 1 (ONE) x 750ml Casamigos Blanco (Don Julio Blanco a suitable replacement) --
- 1 (ONE) x 750ml Don Julio 1942 -----
- 1 (ONE) x Bottle of Malbec (PLEASE PROVIDE WINE KEY) ----- Alcohol can not be provided by a State University
- 1 (ONE) x 24 Pack Modelo (Or similar) -----
- 1 (ONE) x 12 Pack Local Pilsner -----
- 1 (ONE) x 6 Pack Hard Cider (Alcoholic) -----
- 1 (ONE) x Bottle Classic Margarita Mix
- 10 (TEN) x Cans Red Bull (mix of sugar free and regular)
- 2 (TWO) x Cases Water (48)
- 6 (SIX) x Assorted Yerba Matte's (flavored)
- 6 (SIX) x Harmless Harvest Coconut Water (Organic)
- 6 (SIX) x Assorted Cold Pressed Juices
- 4 (FOUR) x Lucky Jack Brew Coffees
- 5 (FIVE) x Assorted Gatorades
- 1 (ONE) x 12 Pack Grapefruit/Pamplemousse LaCroix
- 1 (ONE) x Box Peanut Butter KIND bars
- 1 (ONE) x Box Chocolate Chip KIND bars
- 1 (ONE) x Pita Chips, Hummus, & Veggies
- 1 (ONE) x Chips, Salsa, & Guac
- 1 (ONE) x Veggie Platter (Organic)
- 1 (ONE) x Fruit Platter (Organic)
- 1 (ONE) Meat & Cheese Platter (bread & crackers)
- 2 (TWO) x Packs Orbit Chewing Gum
- 1 (ONE) x iPhone Charger (brick + cable)
- 1 (ONE) x Lg Cooler Ice
- 1 (ONE) x Pack Emergen-C Packets (Orange)

- 10 (TEN) x Black Stage Towels (Hand towel sized)
- 4 (FOUR) x Happy Birthday Balloons
- Assorted Mixers (Soda water, juice, soda)
- Assorted Tea Bags (Earl Grey, Green Tea, Throat Coat, etc.)
- Access to Tea Kettle/Hot Water/Hot Coffee, Cups, Napkins, Plasticware, Plates

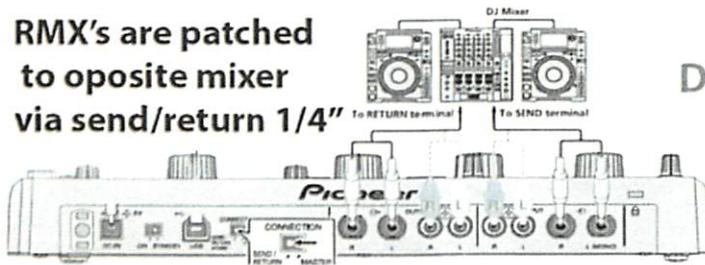
HOTELS, TRANSPO, GREENROOMS ETC.

N/A

- 5 Star minimum, close to airport or venue. 7 (SEVEN) KING ROOMS or 3 (THREE) --
- Kings + 2 (TWO) DOUBLE ROOMS preferred. Please approve details w/ TM: -----
- If ground transport provided in contract, 12 Passenger Sprinter or Van with LG CARGO HOLD.
- Transportation must be provided between airport, hotel, & venue for crew + artists for programming, soundcheck, and show
- Must provide at least 1 (ONE) private & lockable room, trailer, or RV in close proximity to stage
- **LTC CREW MUST HAVE ACCESS TO A TRAILER THE ENTIRE TIME THEY ARE ON SET AFTER SOUNDCHECK**
- Must have access to full private restroom
- Must provide golf cart/vehicle transportation to/from stage if dressing room is located separately from stage
- If meals provided: ONE (1) lactose intolerant meal must be provided per/breakfast, lunch, dinner.



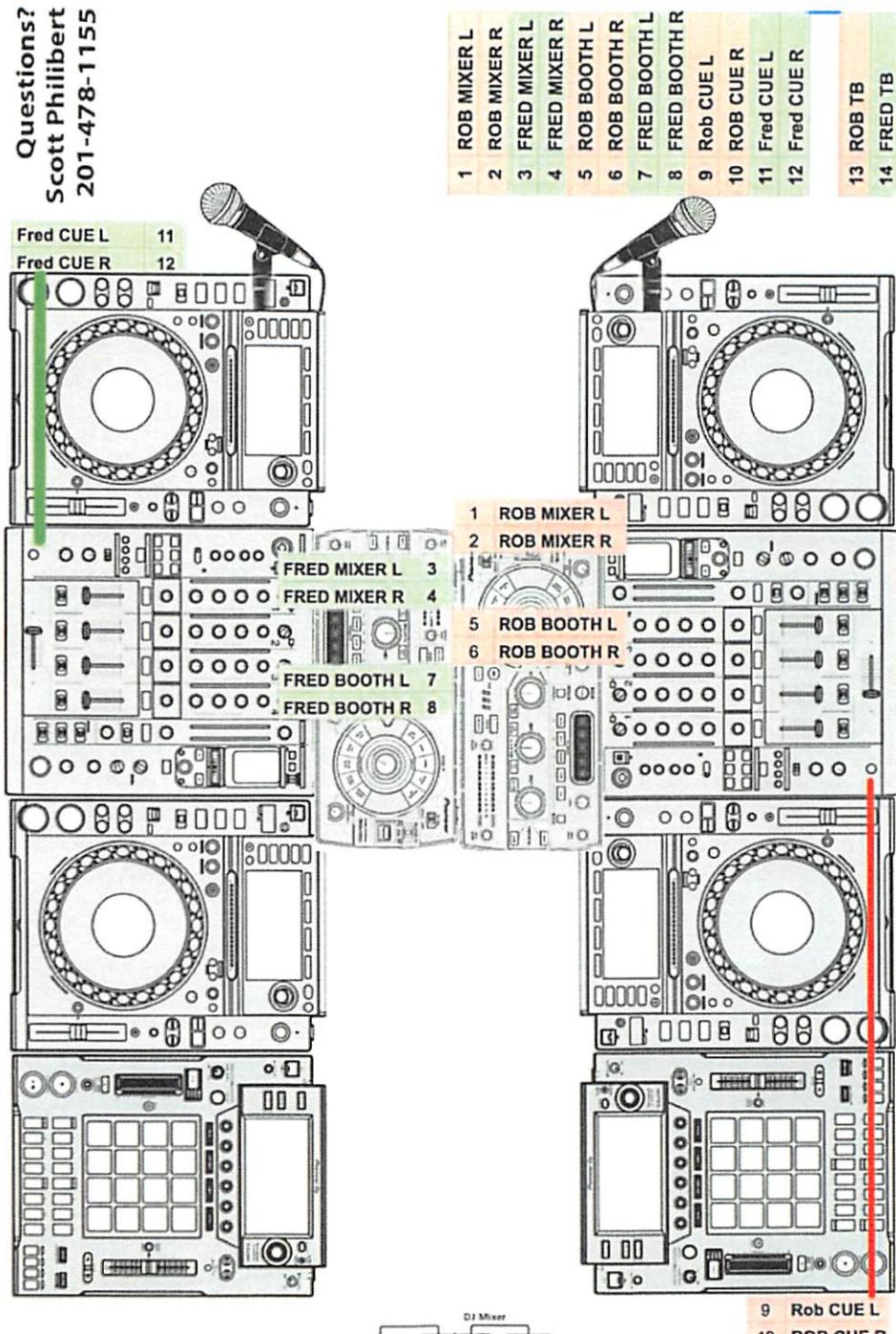
RMX's are patched
to oposite mixer
via send/return 1/4"



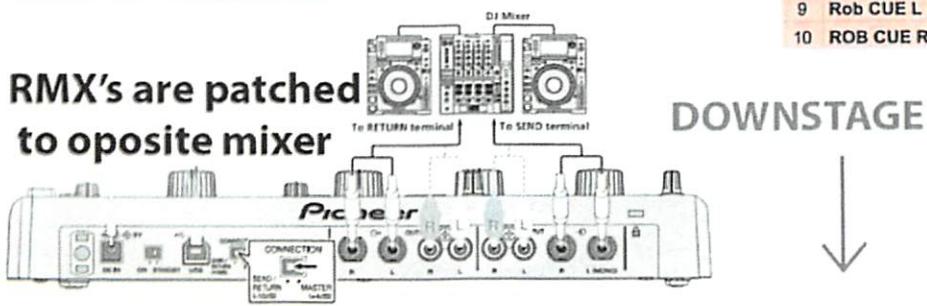
DOWNSTAGE



Questions?
Scott Philibert
201-478-1155



RMX's are patched to opposite mixer



DOWNSTAGE

INPUTS		MUTE MAINS	SIDEFILLS	[ROB]	[FRED]	CREW	OUTPUTS	
1	ROB MIXER L						S	1 SIDEFILL L
2	ROB MIXER R						T	2 SIDEFILL R
3	FRED MIXER L						A	3 ROB IEM
4	FRED MIXER R						G	4 ROB IEM
5	ROB BOOTH L	x					E	5 FRED IEM
6	ROB BOOTH R	x						6 FRED IEM
7	FRED BOOTH L	x						
8	FRED BOOTH R	x						
9	Rob CUE L	x						
10	ROB CUE R	x						
11	Fred CUE L	x						
12	Fred CUE R	x						
13	ROB TB	x						
14	FRED TB	x						
15	ROB WIRELESS							
16	FRED WIRELESS							
17	GUEST WIRELESS							
18	FOH TB	x						
19	MON TOB	x						
L								
E								
T								

7 CREW IEM
 8 CREW IEM
 9 MAINS L
 10 MAINS R
 11 SUBS
 12 FRONT FILLS

LOUD

LOU is
THE CHILD

