

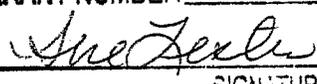
**EXPENSES  
BANDS/  
ENTERTAINMENT**

Check Date	Payable To:	Amount	Service
	BANDS/ENTERTAINMENT (EXCLUDING SUN GROUP)		
8/9	300th Family Support	\$400.00	Army band
6/28	Anthony Thomas Adams	\$200.00	Tony Adams
6/28	Arnold Barrera Jr.	\$760.00	Mariachi
6/14	Bleached	\$2,000.00	Panache Booking: Bleached
6/14	Bond Music Group	\$2,000.00	Jacques Renault
6/28	Cory Case	\$250.00	Cory Case
6/7	Creative Artists Agency	\$1,500.00	Droog - Band
9/13	Dan Krikorian	\$975.00	Perform 60th Song
6/21	Daniel Michicoff	\$900.00	Tijuana Panthers
8/2	Daniel Venegas	\$250.00	DJ
6/28	Donald L. Stocker	\$150.00	DJ
6/28	Eric Torres	\$200.00	Band: Trust
4/26	Ground Control Touring	\$5,000.00	Adam Green & Binki Shapiro
6/7	Ground Control Touring	\$5,000.00	Adam Green & Binki Shapiro
5/10	Ground Control Touring	\$1,100.00	Beach Fossils
6/7	Ground Control Touring	\$9,900.00	Beach Fossils
6/21	HMBSMS/Danny Rose	\$1,250.00	HMBSMS deposit/Danny Rose
6/21	HMBSMS	\$1,250.00	HMBSMS balance
7/26	Mario Efrain Cotto	\$200.00	DJ
6/28	Martin Torrez	\$150.00	Martin Torrez
6/28	Matthew Hill	\$150.00	Albert Candy
6/28	Micah Christopher Brown	\$600.00	Micah Christopher Brown
6/21	Moonsville Records	\$500.00	Moonsville Collective
6/7	Paradigm Talent	\$3,000.00	Little Hurricane
6/28	Pinch Me Band	\$600.00	Pinch Me Band
6/28	Richard Olivares	\$300.00	Richard Olivares
6/7	Saint Motel	\$1,500.00	High Road Touring: Saint Motel
	Saint Motel	-\$1,500.00	Refund
6/7	Eric Burdon Inc.	\$12,500.00	Eric Burdon & The Animals
6/7	The Mob Agency	\$10,000.00	Berlin
6/7	The Soft Pack	\$2,500.00	High Road Touring: The Soft Pack
6/14	The Windish Agency	\$1,250.00	Jerome LOL
6/14	The Windish Agency	\$1,500.00	Mr. Little Jeans
6/21	Vern Altieri	\$1,200.00	Catalina Island All Star
6/7	Wanda Jackson Ent.	\$10,000.00	Wanda Jackson
6/7	White Arrows Music	\$2,000.00	High Road Touring: White Arrows
6/7	WME Entertainment	\$4,500.00	The White Buffalo
6/7	WME Entertainment	\$1,250.00	Anna Lunoe
6/7	WME Entertainment	\$15,000.00	Chevy Metal

# 300<sup>th</sup> Family Support

Check Date: 08/09/2013			Check No. 0173961		
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
0100	06/29/2013	00295736	400.00	0.00	400.00

I ACKNOWLEDGE RECEIPT OF  
**WARRANT NUMBER** \_\_\_\_\_  
  
 \_\_\_\_\_  
 SIGNATURE  
 8/8/13  
 \_\_\_\_\_  
 DATE

Vendor Number 0000021981	Vendor Name 300th Family Support Group	Total Discounts \$0.00
Check Number 0173961	Date 08/09/2013	Total Amount \$400.00
		Discounts Taken \$0.00
		Total Paid Amount \$400.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0173961

Void After 90 Days

Date 08/09/2013

Pay Amount \$400.00\*\*\*

Pay \*\*\*\*FOUR HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The Order of 300TH FAMILY SUPPORT GROUP  
 BELL, CA 90210-6408





# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

Please attach invoices and sign them with your approval

Requested By:

Organization: 60th Anniversary Date: 8/5/13

Approved by:

Amount: 400.-  
Christine Gordon Committee Secretary Chubb  
Print Name Title Signature

Payee: 300th Family Support Group Account No: 705 - 217137

Address: \_\_\_\_\_  
City, State / Zip: Bell, CA 90210 Payee Tax id no.: see attached  
Telephone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Description:

The 300th Army Band Performance @  
60th Anniversary Celebration

Mail to: N/A Deliver to: \_\_\_\_\_  
Address: L Transfer funds to: \_\_\_\_\_  
City, State / Zip: \_\_\_\_\_

CMCF Approval:

\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

City of Costa Mesa Finance Department:

Callan O Date: 8/5/13

Check No.: \_\_\_\_\_ Date: \_\_\_\_\_

Mailed or Delivered

COSTA MESA'S 60<sup>TH</sup> ANNIVERSARY  
CELEBRATION



A MILITARY TRIBUTE

FEATURING

THE 300<sup>TH</sup> ARMY BAND

SATURDAY, JUNE 29, 2013  
COSTA MESA, CALIFORNIA



The City of Costa Mesa's 60<sup>th</sup> Anniversary Committee proudly supports the United States active duty military service personnel, our veterans, and their families. We will never forget those who have bravely served, and especially those who have paid the ultimate price for their service. May God Bless our Military, keep them safe, and always return them home healthy to their families and a grateful nation.

#### SPECIAL THANKS TO:

Our United States Military, passed, present and future.  
The 300<sup>th</sup> Army Band, The Costa Mesa Fire Department & Color Guard (Capt Bruce Pulgencio, Capt Rob Gagne, FF/PM Will Moss, Eng Fred McDowell) The Costa Mesa Police Department & Color Guard (Senior Officer Rob Dimel, Police Officer Keith Smith) Chaplain Mike Decker, Councilmember Wendy Leece, Lieutenant Colonel Victor Bakkila, American Legion Post 455, The Costa Mesa Military Affairs Team, Costa Mesa City Staff, and the City of Costa Mesa.

#### SUPPORT OUR MILITARY

For more information on how you can receive notice of upcoming military events or to get involved, please stop by the Community Tent and visit with a representative of the Costa Mesa Military Affairs Team and Costa Mesa American Legion Post 455.

#### COSTA MESA MILITARY BANNER PROGRAM

Honor our Military by supporting the City of Costa Mesa's Military Banner Program. Information is available on the City's website at [www.cityofcostamesa.gov/militarybannerprogram](http://www.cityofcostamesa.gov/militarybannerprogram)

Anthony Thomas Adams

Anthony Thomas Adams

Check Date: 06/28/2013

Check No. 0173018

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
Full Pymnt-Tony Adams 6/2	06/04/2013	00294092	200.00	0.00	200.00
<i>Band: Tony Adams 6/29/13</i>					

**I ACKNOWLEDGE RECEIPT OF**

**WARRANT NUMBER** \_\_\_\_\_

*Anthony Thomas Adams*  
SIGNATURE

*6/28/13*  
DATE

<b>Vendor Number</b> 000021861	<b>Vendor Name</b> Anthony Thomas Adams	<b>Total Discounts</b> \$0.00
<b>Check Number</b> 0173018	<b>Date</b> 06/28/2013	<b>Total Amount</b> \$200.00
		<b>Discounts Taken</b> \$0.00
		<b>Total Paid Amount</b> \$200.00

**CITY OF COSTA MESA**  
77 Fair Dr  
Costa Mesa, CA 92626

**BANK OF AMERICA**  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0173018

Void After 90 Days

Date 06/28/2013

Pay Amount \$200.00\*\*\*

Pay \*\*\*\*\*TWO HUNDRED AND XX / 100 US DOLLAR\*\*\*\*\*

To The Order of **ANTHONY THOMAS ADAMS**  
HUNTINGTON BEACH, CA 92649



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 26 AM 10:05

CITY OF COSTA MESA  
CALIFORNIA

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 25, 2013

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

Amount: \$200

[Signature]  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

[Signature]  
Signature  
*For Mike Scheafer*

Payee: Anthony Thomas Adams

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Huntington Beach, CA 92649

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Description: (Please initial invoice and attach)

\$200 flat guarantee for Tony Adams @ 60<sup>th</sup> Anniversary Celebration

Mail to: Anthony Thomas Adams

Address: \_\_\_\_\_

City, State, Zip: Huntington Beach, CA 92649

### Staff Approval:

Christine Cordon  
Print Name

Special Events Coordinator  
Title

[Signature]  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

[Signature]  
Signature

### City of Costa Mesa Finance Department Approval:

[Signature]  
Signature

\_\_\_\_\_  
Date



Arnold Barrera Jr.

Arnold Barrera Jr

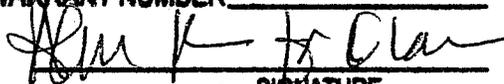
Check Date: 06/28/2013

Check No. 0173021

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
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Full Pymnt-Mariachi 4 Piece	06/10/2013	00294102	760.00	0.00	760.00
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Band: Mariachi 4 Piece

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
  
 SIGNATURE  
 06/28/13  
 DATE

Vendor Number 0000021849	Vendor Name Arnold Barrera Jr	Total Discounts \$0.00
Check Number 0173021	Date 06/28/2013	Total Amount \$760.00
		Discounts Taken \$0.00
		Total Paid Amount \$760.00

CITY OF COSTA MESA

77 Fair Dr  
Costa Mesa, CA 92626

BANK OF AMERICA  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0173021

Void After 90 Days

Date 06/28/2013

Pay Amount \$760.00\*\*\*

Pay

\*\*\*\*SEVEN HUNDRED SIXTY AND XX / 100 US DOLLAR\*\*\*\*

To The Order of  
ARNOLD BARRERA JR  
CORONA, CA 92882



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 26 AM 10:05

CITY OF COSTA MESA  
CALIFORNIA

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

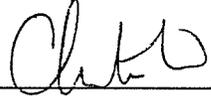
Date: June 25, 2013

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

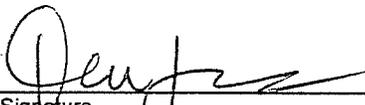
Amount: \$760

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature

*For Mike Scheafer*

Payee: Arnold Barrera, Jr.

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Corona, CA 92882

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Description: (Please initial invoice and attach)

\$760 flat guarantee for Mariachi 4 Piece @ 60<sup>th</sup> Anniversary Celebration

Mail to: Arnold Barrera, Jr.

Address: \_\_\_\_\_

City, State, Zip: Corona, CA 92882

### Staff Approval:

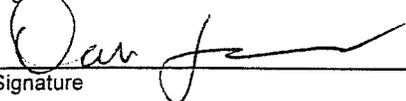
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

\_\_\_\_\_  
Date



1762 Kenwood Place - H  
Costa Mesa, Ca 92627  
714.290.0375

### TheSUNgrp, LLC Artist Agreement

Agreement made and entered into the date of JUNE 10th, 2013 by and between **Arnold Barrera** (hereinafter referred to as Artist) and **TheSUNgrp, LLC** (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Mariachi 4 Piece

VENUE: Costa Mesa City Hall, Costa Mesa, Ca

PRODUCTION: Ian Ingram Mike Diocson-

SHOWDATE: Sunday June 30th, 2013

TICKETS:

Description	Quantity	Comps	Price	Deductions	GP
Guestlist	10,000	4	\$0	\$0,000.00	\$0,000.00
Total Shows: 1		0		Gross Potential: \$120,000	
Facilities Ticket Surcharge: 0				Adjusted Gross Potential: N/A	

TERMS: 760.00 US Dollars (US\$) guarantee paid to Artist.

Flat guarantee paid to Artist.

ADDITIONAL PROVISIONS:

Purchaser agrees to provide in house (sound & Lights)

~~Purchaser shall provide any and all rider requirements as per Artist's specifications and approval, at no extra cost to Artist, beyond those detailed in the attached Contract Expense Sheet.~~

#### Contract Due to TheSUNgrp, LLC by 6/24/2013

EVENT SPECIFICS:

Sunday, JUNE 30th, 2013 2:0PM Roaming Festival SET TIME (120 Mins)

Doors Open: 12:00pm Show Time: 1:30 p.m. Onstage Time: 2:00 p.m. Curfew: 9pm Age Limit: All Ages+

Notes: Artist Must Promote/Share This Events Links On All Artists' Social Media Channels. Failure to do so may void this contract and subject to non-payment.

MERCHANDIZING: N/A

OTHER ARTIST(S) PAID BY PROMOTER:

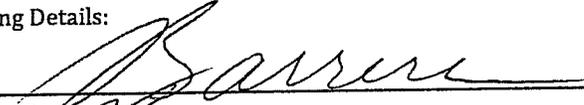
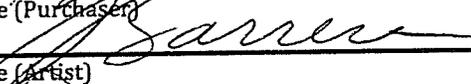
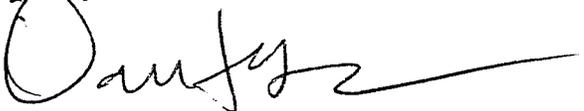
All Local Talent 0% Special Guest US Dollar (US\$) - N/A

PAYMENTS:

\$760 US Dollar (US\$) Due to the Artist/Agency by certified check/cashier check only due by: 6/30/13

100% Payment with any applicable overage in cash/cashiers check due night of show to artist before the contracted performance time advanced herein.

Signing Details:

  
 Name (Purchaser) \_\_\_\_\_ Date 6/22/13  
  
 Name (Artist) \_\_\_\_\_ Date 6/25/13  
  
 \_\_\_\_\_ Date 6/25/13

# Bond Music Group

Bond Music Group

Check Date: 06/14/2013		Check No. 0172468			
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
Full Pymnt-Jacques Renault	06/06/2013	00293360	2,000.00	0.00	2,000.00
<i>Band: Jacques Renault 6/29/13</i>					

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 DATE

Vendor Number 0000021782	Vendor Name Bond Music Group	Total Discounts \$0.00
Check Number 0172468	Date 06/14/2013	Total Amount \$2,000.00
		Discounts Taken \$0.00
		Total Paid Amount \$2,000.00

**CITY OF COSTA MESA**  
 77 Fair Dr  
 Costa Mesa, CA 92626

**BANK OF AMERICA**  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0172468

Void After 90 Days

Date 06/14/2013

Pay Amount \$2,000.00\*\*\*

Pay \*\*\*\*TWO THOUSAND AND XX / 100 US DOLLAR\*\*\*\*

To The **BOND MUSIC GROUP**  
 Order of 147 W 35TH ST STE #301  
 NEW YORK, NY 10001



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 12 AM 10:25

## CHECK REQUEST

CITY OF COSTA MESA  
CALIFORNIA

293060  
6/13

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

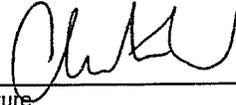
Date: June 12, 2013

Amount: \$2,000

### Submitted by:

Christine Cordon  
Print Name

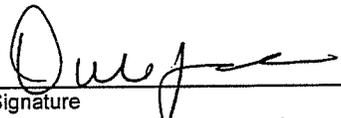
Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
Dr Mike Scheafer

Payee: Bond Music Group

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: New York, NY 10001

Payee Tax ID No.:

Telephone Number: \_\_\_\_\_

E-Mail Address: admin@bondmusicgroup.com

### Description: (Please initial invoice and attach)

\$2,000 flat guarantee for Jacques Renault ✓

Mail to: Bond Music Group

Address: \_\_\_\_\_

City, State, Zip: New York, NY 10001

### Staff Approval:

Christine Cordon  
Print Name

Special Events Coordinator  
Title

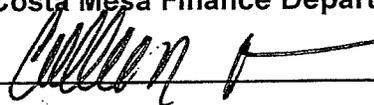
  
Signature

Dan Joyce  
Print Name

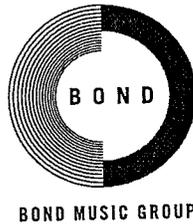
Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

\_\_\_\_\_  
Date



Dan Joyce  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa CA 92628

VIA EMAIL: Dan.joyce@costamesaca.gov

Thu, Jun 6, 2013

Artist: **Jacques Renault**  
Venue: **Costa Mesa City Hall**  
Date: **Sat, Jun 29, 2013**  
Fee: **\$2,000**

Deposit due: \$1,000 On: 5/13/2013  
Deposit #2: \$1,000 On: 6/29/2013

Dear Dan,

Please find attached the contract for the above referenced date.

Deposits must be made by check or bank wire only.  
Checks should be mailed with contracts to:

Bond Music Group  
147 West 35th Street, Suite 301  
New York, NY 10001

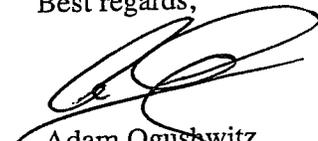
Wires should be sent to the bank details below.

Name: Bond Music Group

Account:  
Routing:  
Swift:  
Address:

Please list the ARTIST and PERFORMANCE DATE in the reference of the check or wire.

Best regards,

  
Adam Ogushwitz  
Agent



# BOND



THIS CONTRACT for the personal services of Artist on the engagement described herein, made this day: May 07, 2013  
 between City of Costa Mesa (herein called "PURCHASER")  
 and, Jacques Renault (herein called "ARTIST")

The musician/artist are engaged severally on the terms and conditions on the face of this contract. The undersigned artist representative states and guarantees that the musicians/artists designated herein have agreed to be bound by the terms and conditions hereof. Each musician/artist, shall be bound by the terms and conditions herein.

ARTIST: **JACQUES RENAULT**  
 VENUE: **Costa Mesa City Hall**  
       **77 Fair Drive**  
       **Costa Mesa, CA**  
 DATE: **Sat, Jun 29, 2013**  
 FEE: **\$2,000.00**  
       **USD Flat Guarantee**

Promoter: **Dan Joyce**  
 Phone: **714-754-5667** Fax:  
 Email: **Dan.joyce@costamesaca.gov**  
 Set Begins:  
 Set Ends:  
 Capacity: **Ages**  
 Ticket:  
 Gross Potential:

BILLING: **100% Headline Billing.**

**50% Deposit Due IMMEDIATELY, Balance to be paid in cash prior to performance, day of show.**  
**Hospitality, Sound & Lighting System as per attached specifications, to be provided by employer, at no cost to Artist.**

1. The fees disclosed herein include all expenses Purchaser has agreed to reimburse in accordance with the attached rider/schedule. All payments must be made in US Dollars (\$) unless otherwise agreed upon.
2. It is expressly understood by all parties hereto that the Purchaser has no right to control the manner, means, and details of the performance of services by the musicians/artists.
3. Purchaser and Artist agree that receipt of this contract and commencement of performance shall be adequate confirmation of all terms embodied in this contract and rider, and shall be binding on all parties, whether the contract is signed or not.
4. It is expressly understood by the Purchaser and the Artist(s) who are parties to this contract that neither Bond Music Group nor its officers are parties to this contract in any capacity and that neither Bond Music Group nor its officers are liable for the performance or breach of any provisions hereof.
5. Purchaser must sign and/or initial each page of this contract and rider.
6. **FORCE MAJURE** - The obligation of musicians /artists to performance services here under is subject to proven detention by personal illness, accidents, riots, strikes, Terrorist acts, acts of God, war or other legitimate conditions beyond musicians/artists control.
7. **TAXES** - Purchaser is responsible for paying all state/local/federal taxes for this performance. Any additional local, state, federal tax withholding must be paid by the Purchaser on top of the agreed to performance fee.
8. **FOREIGN ARTIST TAXES** - Pursuant to the federal income tax withholding required under §1441 of the Internal Revenue Code of 1986, as amended, Bond Music Group LLC (Withholding Agent) agrees to take full legal and financial responsibility in paying for Foreign Artist Taxes of said performance. Therefore, this Agreement indemnifies and absolves the Venue, Promoter and Promotions Company ("Purchaser") listed above who are purchasing said Foreign Artist's performance from any legal or financial responsibility for said Withholding Taxes placing the sole responsibility on the Withholding Agent of record - Bond Music Group LLC. Separate documentation validating this can be provided upon request.
9. **FLIGHT SHARE POLICY** - If Guarantee includes airfare, the airfare portion of deposit is subject to cancellation fees levied by carrier and/or travel agent, if cancellation is beyond Artist's control.
10. **CANCELLATION POLICY** - Please note that should this show be voluntarily canceled by the Purchaser that is not applicable to Force Majure standards within 30 days of this show, a full 100% fee will be retained or must be paid immediately. Should this show be voluntarily canceled by the Purchaser that is not applicable to Force Majure standards greater than 30 days of this show, than a 50% fee will be retained or must be paid immediately. Should this remain unpaid further measures such as restriction of business, industry warnings and legal actions may be taken.
11. **LATE PAYMENT POLICY** - It is understood that if deposit/payment is not received within 30 days of the show, the cost of flights for the show will be marked on the 30th day prior to the show and any additional increase in flight costs will be billed back to the Purchaser until the day the deposit or payment is received.
12. **CASH SETTLEMENT** - All shows must be paid prior to performance. If a payment is still pending, the purchaser must settle with the artist in cash (USD) at the show. Any payments received in surplus after the show can be refunded or credited towards a future performance.
13. **VISA/WORK PERMITS** - Promoter/Purchaser accepts full responsibility for securing necessary work permits or visas weeks in advance of said performance, including covering all costs. Should the work permit not be provided in advance of departure flights, the artist retains the rights to not travel to said performance and can retain full deposit/fee payments due to the promoter's inability to provide necessary travel documentation.
13. **GUESTLIST** - Twenty-five (25) complimentary admission tickets shall be made available by Purchaser in Artist's name for guest list purposes or as noted in Rider.

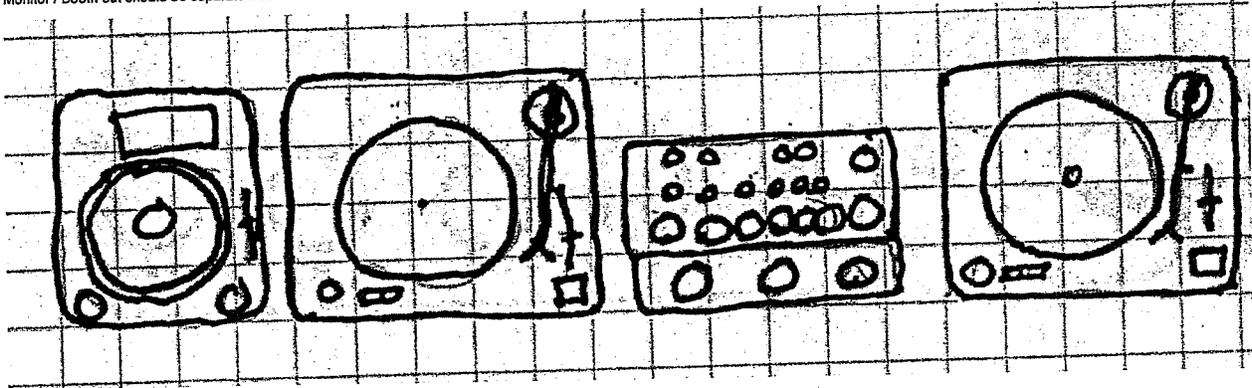
X   
 Dan Joyce  
 City of Costa Mesa  
 77 Fair Drive  
 Costa Mesa CA 92628

X   
 Jacques Renault  
 c/o Bond Music Group  
 147 W. 35th Street, Suite 301  
 New York, NY 10001

X  147 West 35th Street, Suite 301 New York, NY 10001  
 917.916.BOND tel / 917.338.7652 fax / www.bondmusicgroup.com

Jacques Renault Tech Rider

2X Technics 1200 turntables (isolated)  
2X Pioneer CDJ 2000 or CDJ 850 CD Players  
1 DJ mixer Urel 1620 or Pioneer DJM  
all on a stable surface 42" to 46" high  
Monitor / Booth out should be separate from Master out



A hand-drawn signature or logo consisting of a circle with a stylized, cursive letter 'R' inside it. The 'R' is formed by a vertical line on the left and a curved line on the right that loops back to the top.

# Cory Case

Cory Case

Check Date: 06/28/2013

Check No. 0173045

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Full Pymnt-C Case 6/28/13	06/04/2013	00294101	250.00	0.00	250.00
<i>Band: Cory Case 6/28/13</i>					

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
*Alan R. Forster*  
 SIGNATURE  
 06/28/13  
 DATE

Vendor Number 0000021848	Vendor Name Cory Case	Total Discounts \$0.00
Check Number 0173045	Date 06/28/2013	Total Amount \$250.00
		Discounts Taken \$0.00
		Total Paid Amount \$250.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0173045

Void After 90 Days

Date 06/28/2013

Pay Amount \$250.00\*\*\*

Pay \*\*\*\*TWO HUNDRED FIFTY AND XX / 100 US DOLLAR\*\*\*\*

To The Order of  
 CORY CASE  
 CORONA DEL MAR, CA 92625



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 26 PM 12:09

CITY OF COSTA MESA  
CALIFORNIA

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 26, 2013

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

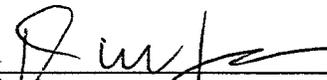
Amount: \$250

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature

Payee: Cory Case

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Coronal Del Mar, CA 92625

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Description: (Please initial invoice and attach)

\$250 flat guarantee for Cory Case @ 60<sup>th</sup> Anniversary Celebration

Mail to: Cory Case

Address: \_\_\_\_\_

City, State, Zip: Coronal Del Mar, CA 92625

### Staff Approval:

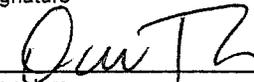
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Bleached

Bleached LLC

Check Date: 06/14/2013

Check No. 0172467

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Full Pymnt-Contract 06.30.1	06/04/2013	00293315	2,000.00	0.00	2,000.00
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Band: Bleached 6/30/13

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
 \_\_\_\_\_  
 SIGNATURE  
 6/14/13  
 DATE

Vendor Number 0000021780	Vendor Name Bleached LLC	Total Discounts \$0.00
Check Number 0172467	Date 06/14/2013	Total Amount \$2,000.00
		Discounts Taken \$0.00
		Total Paid Amount \$2,000.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0172467

Void After 90 Days

Date 06/14/2013

Pay Amount \$2,000.00\*\*\*

Pay \*\*\*\*TWO THOUSAND AND XX / 100 US DOLLAR\*\*\*\*

To The Order of  
 BLEACHED LLC  
 LOS ANGELES, CA 90068



2015 6/12/13

# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 12 AM 10: 25

CITY OF COSTA MESA  
CALIFORNIA

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 12, 2013

### Submitted by:

Amount: \$2,000

Christine Cordon  
Print Name

Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature

*For Mike scheafer.*

Payee: Bleached LLC

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Los Angeles, CA 90068

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: panachebooking@gmail.com

### Description: (Please initial invoice and attach)

\$2,000 flat guarantee for Bleached @ 60<sup>th</sup> Anniversary Celebration; Contract #06.30.13

Mail to: Rainstorm Music

Address: 1 \_\_\_\_\_

City, State, Zip: Los Angeles, CA 90049

### Staff Approval:

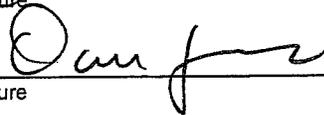
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

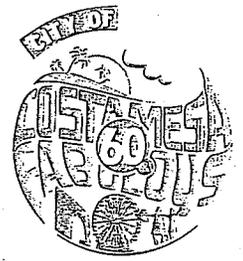
  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

\_\_\_\_\_  
Date

THE HISTORY  
WHILE YOU  
CELEBRATE IT



June 14, 2013

Bleached, LLC  
c/o Rainstorm Music  
11711 Mayfield Ave Ste. 10  
Los Angeles, CA 90049

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration – Contract #06.30.13, Bleached

Dear Artist:

Please find enclosed a check for the flat guarantee in the full amount of \$2,000 paid to Bleached, LLC.

Thank you.

Sincerely,

Christine Cardon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

cc: Roland Barrera, TheSUNgrp, LLC  
Michelle Cable, Panache Booking

# CONTRACT

please return signed contract to:  
Panache Booking LLC  
Agent Michelle Cable  
PO Box 220172  
Greenpoint Station  
Brooklyn, NY 11222  
P 415.246.5405 F 718.679.9582



Contract No. 06.30.13  
Page 1 of 1

Whereas <sup>City of Costa Mesa</sup> ~~The SUN Grp, LLC~~ Dan Joyce fso (hereinafter PURCHASER)  
1762 Kenwood Place, Suite - H  
Costa Mesa, ca 92627

Fax:

Artist(s): **Bleached**

The performance agreement made on this date by and between the above ARTIST and Panache Booking with PURCHASER who mutually agree upon the following terms and conditions in this contract and attached rider.

1. Date of Performance: **Sunday, June 30, 2013**

2. Venue:  
**City Of Costa Mesa's 60-Year Anniversary**  
77 Fair Drive  
Costa Mesa, CA 92626

3. (Please provide any missing information below)

Load in time:  
Doors:  
Set time: **6pm (Second Stage)**  
Billing: **Support**

### ADDITIONAL PROVISIONS:

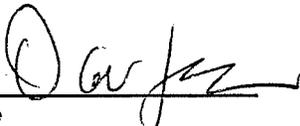
- 4. It is agreed that the attached rider is an integral part of this contract and is meant to convey important information pertaining to the artist(s) and their performance. All clauses must be strictly adhered to, as if the clauses were typed hereto.
- 5. It is agreed that the artist(s) will not be required to play for more than Minutes.
- 6. Purchaser agrees to provide and pay for at no extra cost to the artist(s) any and all rider requirements.
- 7. Purchaser agrees to provide buy-outs / in-house meals for band & crew and drink tickets as specified on rider.

8. **Guarantee:**  
Fee: **\$2,000/flat All In**  
Terms: **no announce till 5/9 / billed directly under Wanda Jackson**  
Support Fee:  
Ticket Price: **\$25**  
Age Limit: **All Ages**

9. The following deposit of must be sent with the contract to secure show via Wire. Remaining balance due on the day of the performance to be paid in cash.

10. Sound System to be provided by PURCHASER free of charge.

11. Should the PURCHASER cancel this engagement under any circumstance, other than an Act of God, more than 45 days before the performance, the PURCHASER shall immediately remit to Panache Booking LLC, a certified check or money order in the amount of fifty percent of the full price specified for the performance. Should the PURCHASER cancel this engagement under any circumstance, other than an Act of God, 0-45 days before the performance, the PURCHASER shall immediately remit to Panache Booking LLC a certified check or money order in the amount of one hundred percent of the full price specified for the performance. If the PURCHASER cancels the engagement, the PURCHASER will also incur full financial responsibility for all non-refundable flights, hotel accommodations, and vehicle rentals, related to the performance. ARTIST agrees to furnish PURCHASER with receipts for travel and hotel costs.

  
\_\_\_\_\_  
Dan Joyce  
The SUN Grp, LLC

*City of Costa Mesa*

*City of Costa Mesa*

  
\_\_\_\_\_  
Michelle Cable  
Panache Booking

Check Date: 06/07/2013

Check No. 0172372

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Full Pymnt-Contract 06.30.1	06/04/2013	00292789	2,000.00	0.00	2,000.00
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Band: Bleached 6/30/13



**VOID**

I ACKNOWLEDGE RECEIPT OF	
WARRANT NUMBER _____	_____
<i>Dan Jan</i>	SIGNATURE
6/7/13	DATE

**VOID**

6/11/13 Rev CEO's office

Full amount s/p pay to the artist.

Vendor Number 0000021764	Vendor Name Panache Booking LLC	Total Discounts \$0.00
Check Number 0172372	Date 06/07/2013	Total Amount \$2,000.00
		Discounts Taken \$0.00
		Total Paid Amount \$2,000.00

CITY OF COSTA MESA  
77 Fair Dr  
Costa Mesa, CA 92626

BANK OF AMERICA  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0172372

Void After 90 Days

Date 06/07/2013

Pay Amount \$2,000.00\*\*\*

Pay \*\*\*\*TWO THOUSAND AND XX / 100 US DOLLAR\*\*\*\*

To The Order of  
PANACHE BOOKING LLC  
PO BOX 220172  
GREENPOINT STATION  
BROOKLYN, NY 11222



**VOID**

# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

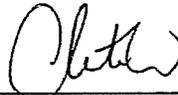
Date: June 4, 2013

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

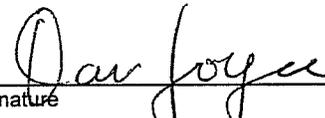
Amount: \$2,000

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
For Mike Scheafer

Payee: Panache Booking LLC

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Brooklyn, NY 11222

Payee Tax ID No.:

Telephone Number: \_\_\_\_\_

E-Mail Address:

### Description: (Please initial invoice and attach)

\$2,000 flat guarantee for Bleached @ 60<sup>th</sup> Anniversary Celebration; Contract #06.30.13

Mail to: Panache Booking LLC c/o Michelle Cable

Address: \_\_\_\_\_

City, State, Zip: Brooklyn, NY 11222

### Staff Approval:

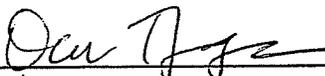
Christine Cordon  
Print Name

Special Events Coordinator  
Title

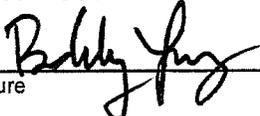
  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

6/6/13  
Date

# BLEACHED

## Hospitality Rider:

5 Warm Meals or  
\$10 Meal Buyouts  
Honey, Fresh Ginger,  
Lemon & Hot Water  
Throat Coat Tea or  
Chai Tea bags  
Hot Water  
Peanut Butter or  
Almond Butter  
Whole Wheat Bread  
(\*only if there is  
peanut butter & jelly)  
Green Apples  
Bananas  
Walnuts  
String Cheese

Olives  
Veggie and Hummus  
Salami and Cheese  
Pre-made Salads  
(Kale preferred,  
doesn't need to be  
Vegetarian)  
Guacamole &  
Have'a Chips or  
or Garden of Eatin  
Red Hot Blues Chips  
Capri Sun  
Whiskey  
Tequila  
Coors Lite (or a light  
beer)

White Wine  
(Sauvignon Blanc,  
Pinot Grigio, or  
Chardonnay  
preferred)  
Diet Coke/Pepsi or  
Diet Cherry  
Coke/Pepsi  
Kombucha (G.T.  
Brand preferred)  
Sparkling Water  
Case of Water  
Candle

Thanks!

## Tech Rider:

Bass amp - Fender bassman 4x10  
Guitar amp 1 - Fender Blues Deluxe or Fender Deluxe or Fender Twin  
Guitar amp 2 - Music Man preferably or a Fender Twin or Fender Deluxe  
Drums - Standard (Floor tom, bass drum, rack tom, hi hat stand, ride stand,  
snare, snare stand)  
Mics - 3 Vocal Mics (One runs through an effect pedal so it needs an extra  
xlr cable)

## Input List:

Guitar (center stage left)  
Guitar (stage right)  
Bass (stage left)  
Vocal effect pedal (center stage)  
Vocal (stage left)  
Vocal (stage right)

Kick  
Snare  
Floor tom  
Rack Tom  
Hi hat  
Ride

# BLEACHED STAGE PLOT

**DRUMS**

For Jon

**LEAD GUITAR (2x12)**

+  
**Back Up Vocal &  
Mic Stand**

For Jessie

**GUITAR (2x12)**

+  
**Lead Vocal &  
Mic Stand**  
(Vocal Runs  
Through a Pedal)

For Jennifer

**BASS (4x10)**

+  
**Back Up Vocal &  
Mic Stand**

For Micayla

# Dan Krikorian

Dan Krikorian

Check Date: 09/13/2013

Check No. 0174627

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
60th Event	07/02/2013	00296973	975.00	0.00	975.00
<b>Vendor Number</b> 0000003872	<b>Date</b> 09/13/2013	<b>Vendor Name</b> Dan Krikorian	<b>Total Amount</b> \$975.00	<b>Total Discounts</b> \$0.00	<b>Total Paid Amount</b> \$975.00
<b>Check Number</b> 0174627				<b>Discounts Taken</b> \$0.00	

**CITY OF COSTA MESA**  
 77 Fair Dr  
 Costa Mesa, CA 92626

**BANK OF AMERICA**  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0174627

Void After 90 Days

Date 09/13/2013

Pay Amount \$975.00\*\*\*

Pay

\*\*\*NINE HUNDRED SEVENTY-FIVE AND XX / 100 US DOLLAR\*\*\*

To The  
Order of

**DAN KRIKORIAN**  
 228 TULANE RD  
 COSTA MESA, CA 92626





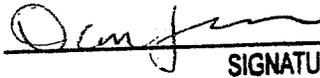
# Creative Artists Agency

Check Date: 06/07/2013

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Full Pymnt-Contract #5492:	06/04/2013	00292784	1,500.00	0.00	1,500.00
----------------------------	------------	----------	----------	------	----------

Band: Droog 6/29/13

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
  
 SIGNATURE  
 6/7/13  
 DATE

Vendor Number 000021761	Vendor Name Creative Artists Agency	Total Discounts \$0.00	Total Amount \$1,500.00	Discounts Taken \$0.00	Total Paid Amount \$1,500.00
Check Number 0172314	Date 06/07/2013				

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0172314

Void After 90 Days

Date 06/07/2013

Pay Amount \$1,500.00\*\*\*

Pay

\*\*\*\*ONE THOUSAND FIVE HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The  
 Order of

CREATIVE ARTISTS AGENCY  
 2000 AVENUE OF THE STARS  
 LOS ANGELES, CA 90067



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 4, 2013

Amount: \$1,500

### Submitted by:

Christine Cordon  
Print Name

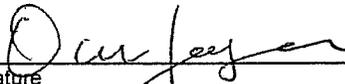
Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
For Mike Scheafer

Payee: Creative Artists Agency

Account No.: 217137-705

Address: 2000 Avenue of the Stars

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Los Angeles, CA 90067

Payee Tax ID No. \_\_\_\_\_

Telephone Number: (424) 288-2000

E-Mail Address: \_\_\_\_\_

### Description: (Please initial invoice and attach)

\$1,500 flat guarantee for Droog @ 60<sup>th</sup> Anniversary Celebration; Contract #549257

Mail to: Creative Artists Agency c/o Matt Kingsley

Address: 2000 Avenue of the Stars

City, State, Zip: Los Angeles, CA 90067

### Staff Approval:

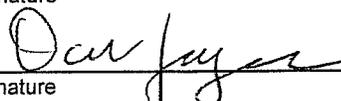
Christine Cordon  
Print Name

Special Events Coordinator  
Title

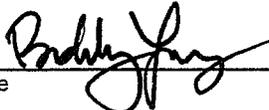
  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

6/6/13  
Date



CREATIVE ARTISTS AGENCY

2000 Avenue of the Stars
Los Angeles, CA 90067
424-288-2000/288-2900 Fax

ELECTRONIC

AGREEMENT made this 29th day of Apr, 2013

Between Droog - Andrei Osyka (hereinafter referred as "PRODUCER"), and City of Costa Mesa (hereinafter referred as "PURCHASER").

It is mutually agreed upon between the parties as follows: The PURCHASER hereby engages the PRODUCER and the PRODUCER hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions herein set forth, including those attached hereto entitled "Additional Terms and Conditions".

1. Name and Address of Place of Engagement: Costa Mesa City Hall - Costa Mesa, CA

2. Date(s), Showtime: Sat, Jun 29, 2013 @ 08:00 PM

3. Additional Information:

Billing: ~~Artist to receive 100% Headline Billing~~

Performance Length: Artist to perform one complete set.

Sound and Lights: Artist to use in-house sound & lights, per Artist specifications.

Support Talent: TBA

Additional Provisions: CITY OF COSTA MESA'S 60-YEAR ANNIVERSARY

Merchandise: N/A

Who Sells: N/A

4. COMPENSATION AGREED UPON (Amount and Terms): \$1,500.00 guarantee

TICKET SCALING: Show Type: Public Event
Table with columns: General Admission, Total Capacity, Total Tax%, Gross Potential, Net Potential.

5. DEPOSITS/CONTRACTS: \$1,500.00 due 30 days prior to showdate; due on or before May 29, 2013
Purchaser will make payments as follows: all payments shall be paid by certified check, money order, bank draft, wire transfer, or cash.
Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. CONTRACTS MUST BE RETURNED WITHIN 30 DAYS OF RECEIPT. BALANCE of Guarantee, Plus Percentage Payments, if any, and Sound and lights Payments, if any, to be paid in United States Currency by PURCHASER to ARTIST no later than Prior to Performance, evening of engagement

- 6. Riders Attached Hereto Are Hereby Made a Part Hereof.
7. If Artist is Headlining This Engagement: "All Support Talent is Subject to Artist Approval."
8. If Artist is Supporting This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."
9. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Producer relating to and permitting such recording, reproduction or transmission.

Signed: PRODUCER: Andrei Osyka (ARTIST/PRODUCER)

Signed: PURCHASER: City of Costa Mesa - Costa Mesa, CA by Dan Joyce (PURCHASER)

Return all signed copies to Agent: Matt Kingsley Agreement No. 549257

Mail To: Dan Joyce; City of Costa Mesa; 77 Fair Drive, CEO Office 5th floor; Costa Mesa, CA 92628
Business phone: (714) 754-5667;

[Handwritten signature]

THE ABOVE SIGNATURES CONFIRM THAT THE PARTIES HAVE READ AND APPROVE EACH AND ALL OF THE "ADDITIONAL TERMS AND CONDITIONS" ATTACHED HERETO.

Additional Terms and Conditions

The following additional terms and conditions are incorporated in and are part of the Agreement attached hereto.

1. PURCHASER agrees that it shall be solely responsible to provide a safe environment for the performances set forth in the Agreement (the "Performances") including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Performances and all persons and equipment are free from adverse weather and other conditions, situation and events ("Adverse Conditions"). PRODUCER and Artist shall not have any liability for any damage or injury caused by such Adverse Conditions. PURCHASER further agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the Performances, and if required by PRODUCER, any and all rehearsals therefor, including, but not limited to:
  - a. Equipment, materials, labor, licenses, permits, including, but not limited to, a suitable theater, hall or auditorium (well-heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by PRODUCER, a public address system in perfect working condition (including microphone(s) in number and quality as required by PRODUCER), and comfortable, well-lighted dressing rooms;
  - b. All stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the Performance(s), including, but not limited to, scenery, properties and baggage;
  - c. Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the Performance(s), and any rehearsals therefore; provided, however, that PRODUCER shall have the right to name such musical contractor and to approve such musicians;
  - d. All lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and security, ushers, ticket sellers for advance or single sales (wherever such sales take place), and ticket takers;
  - e. Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers, and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity.
2. PURCHASER will comply promptly and professionally with PRODUCER'S directions regarding the arrangement of stage decor and settings for the Performance(s).
3. PRODUCER will have sole and exclusive control over the production, presentation, and performance of the Performance(s), including but not limited to, the details, means, and methods of the performances of the performing artist hereunder. PRODUCER shall have the sole right as PRODUCER sees fit to designate and change, at any time, the performing personnel.
4. The Performance(s) to be furnished by PRODUCER shall receive billing in such order, form, size, and prominence as directed by PRODUCER.
5. PURCHASER will comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER or PRODUCER, or otherwise used in the Performance(s);
6. PURCHASER will not have the right to broadcast or televise, photograph, or otherwise reproduce the Performance(s), or any part thereof.
7. Except for local press in commercially reasonable numbers, any free admissions will be subject to PRODUCER'S prior written approval.
8. In the event that payment to PRODUCER will be based in whole or in part on the receipts of the Performance(s):
  - a. Ticket prices must be submitted to and approved by PRODUCER in writing before tickets are ordered or placed on sale;
  - b. PURCHASER will deliver to PRODUCER a certified statement of the gross box office receipts of each such performance within two (2) hours following such performance; and
  - c. PRODUCER will have the right to have its representative present in the box office at all times. Such representative will have the right to examine and make extracts from box office records of PURCHASER relating to gross box office receipts of the Performance(s). PRODUCER will have the right, at its own expense, to audit PURCHASER's box office records relating to gross box office receipts of the Performance(s) upon reasonable notice on or before the date two (2) years after the Performance(s). Such audit will be conducted during normal business hours, and at PURCHASER's normal place of business where PURCHASER maintains such receipts.
9. PRODUCER will have the sole and exclusive right, but not the obligation to sell souvenir programs and other souvenir items, including audio recordings in any and all formats and media, in connection with, and at, the Performance(s). The receipts thereof will belong exclusively to PRODUCER. PURCHASER will make reasonable accommodations to facilitate PRODUCER's sales activities.
10. PURCHASER agrees that PRODUCER may cancel the Performance(s) hereunder, in PRODUCER's sole discretion, by providing at least thirty (30) days notice to PURCHASER prior to the Performance(s) date. In such event, PRODUCER will return any amounts previously paid by

Droog - Costa Mesa City Hall - Costa Mesa, CA (Buyer: City of Costa Mesa - Costa Mesa, CA)

PURCHASER pursuant to this Agreement, and shall have no further obligations.

11. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of PURCHASER has changed, been misrepresented or been impaired, PRODUCER may cancel the Agreement without payment or penalty of any sort.

12. In the event that PURCHASER fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:

- a. PRODUCER, in its sole and exclusive discretion, may immediately terminate this Agreement;
- b. PRODUCER will have the right to retain any amounts theretofore paid by PURCHASER;
- c. PURCHASER will immediately reimburse PRODUCER for any out-of-pocket costs incurred by PRODUCER and/or Artist as a result of PURCHASER's breach;
- d. PURCHASER will remain liable to PRODUCER for the guarantee and any additional compensation due PRODUCER, as set forth in the Agreement; and
- e. PRODUCER and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

13. In the event of an alleged material breach of this Agreement by PRODUCER and/or Artist, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Performance, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar damages.

14. Currency. Unless otherwise provided herein, CAA will hold all deposits in United States Dollar accounts. Purchaser shall bear any currency conversion risks associated with delivering funds in other than United States Dollars or requesting deposit refunds (when such refunds are applicable) in other than United States Dollars.

15. Force Majeure.

a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to Artist or a member of Artist's immediate family, any of Artist's musicians, or any of PRODUCER's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by PRODUCER or Artist; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within PRODUCER's or Artist's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond PRODUCER's or PURCHASER's reasonable control.

b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 15(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.

c. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay PRODUCER the full amount of the guarantee set forth in this Agreement.

15.1 In the event that this Agreement concerns a support artist performance, and the headline artist of such engagement does not perform for any reason (except a Force Majeure Event cancellation for which Section 15 above will apply), if Artist is ready and willing to perform the services set forth herein, PRODUCER will be entitled to receive the full, agreed upon compensation set forth in this Agreement.

16. Insurance

a. PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). The policy shall name PRODUCER, Artist, each individual member of Artist, and their respective agents, employees, directors, officers, principals, representatives, and shareholders as additional insured's.

b. In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. PURCHASER shall supply PRODUCER with certificates of insurance showing coverage of the above at least ten (10) business days prior to the Performance date; provided, however, that if PURCHASER does not provide such certificate by the foregoing date, PRODUCER may, in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of

insurance as set forth herein, PRODUCER may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.

c. The insurance policies described herein will contain provisions requiring the insurance company to give PRODUCER at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to PRODUCER for written approval prior to any such change taking effect.

17. Indemnification

a. PURCHASER shall indemnify, protect, and hold PRODUCER, Artist, the individual performing members of Artist, Artist's managers, accountants, attorneys, agents, and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (i) PURCHASER's breach or alleged breach of the Agreement; and (ii) the Performance, including, but not limited to:

1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance;
2. Any and all loss, damage, and/or destruction occurring to PRODUCER's, Artist's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control;
3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and
4. 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 PRODUCER. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to PRODUCER, and PRODUCER expressly agrees to such claim, deduction, or offset in writing.

b. If an insurable risk occurs, resort to the procedures set forth in the insurance policies required hereunder, and any resulting remedies, will be the sole remedy of PURCHASER.

18. PURCHASER shall pay all taxes and fees incurred due to Performance(s), including all amusement taxes.

19. UNDER NO CIRCUMSTANCES WILL PRODUCER AND/OR ARTIST BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE PARTIES' PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF PRODUCER AND/OR ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY PRODUCER. PRODUCER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. PRODUCER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY PRODUCER AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF PRODUCER OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

21. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party.

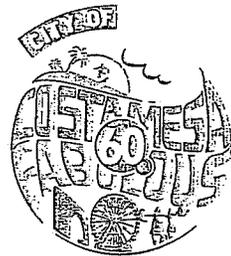
22. The Parties each acknowledge that CREATIVE ARTISTS AGENCY, LLC acts only as agent for PRODUCER, and assumes no liability hereunder.

23. Except for the Parties' acknowledgment in Section 22 above, that Creative Artists Agency, LLC assumes no liability hereunder, in the event of any inconsistency between these Additional Terms and Conditions and Artist's Rider (attached hereto and incorporated by reference herein), the terms of Artist's Rider will control.

24. This Agreement shall be construed in accordance with the laws of the State of California without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in Los Angeles, California in accordance with the commercial rules and regulations then in effect of the American Arbitration Association. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performances or any element thereof. Wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

25. In the event that the performing artist(s) are members of the American Federation of Musicians ("AFM"), PURCHASER agrees that a representative of AFM will have access to the place of engagement covered by this agreement for purposes of communicating with the performing artist(s) and PURCHASER; provided, however, that PURCHASER acknowledges that AFM is not a party to this agreement and is not liable for the performance or breach of any provision hereof.

THE HISTORY  
WHILE YOU  
CELEBRATE !!



June 6, 2013

Matt Kingsley, Agent  
Creative Artists Agency  
2000 Avenue of the Stars  
Los Angeles, CA 90067

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract #549257, Droog

Dear Mr. Kingsley:

Please find enclosed two duplicate original agreements of Contract #549257 for Droog, and a check for the flat guarantee in the amount of \$1,500. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. Thank you.

Sincerely,

  
Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, TheSUNgrp, LLC



**CREATIVE ARTISTS AGENCY**

2000 Avenue of the Stars  
Los Angeles, CA 90067  
424-288-2000/288-2900 Fax

May 02, 2013

**Dan Joyce**  
City of Costa Mesa - Costa Mesa, CA  
77 Fair Drive, CEO Office 5th floor  
Costa Mesa, CA 92628

<b>RE:</b>	<b>DROOG</b>
<b>CORP:</b>	Andrei Osyka
<b>DATE/SHOWTIME:</b>	Sat 06/29/13 (US) - 08:00 PM
<b>VENUE:</b>	Costa Mesa City Hall - Costa Mesa, CA
<b>DEAL:</b>	\$1,500.00 guarantee
<b>Billing:</b>	<del>Artist to receive 100% Pre-advance billing.</del>
<b>Performance Length:</b>	Artist to perform one complete set.
<b>Sound and Lights:</b>	Artist to use in-house sound & lights, per Artist specifications.
<b>Support Talent:</b>	TBA

Dear Dan :

Enclosed please find the contracts and riders for the above-mentioned engagement. Please sign all copies and return them to my office as soon as possible for further processing. If you have any questions, please do not hesitate to call.

Best Regards,

Matt Kingsley (MK)  
CREATIVE ARTISTS AGENCY

**PLEASE NOTE DEPOSITS ARE DUE AS FOLLOWS  
AND MAY BE PAID BY CERTIFIED CHECK OR  
FEDERAL RESERVE BANK WIRE TRANSFER:**

\$1,500.00 due 30 days prior to showdate; due on or before 05/29/2013

**WIRE TRANSFER SHOULD BE SENT TO:**

r

**PLEASE NOTE THAT WE DO NOT ACCEPT ACH CREDITS**

# DROOG // Rider

DROOG is a DJ trio based in Los Angeles comprised of Andrei Osyka, Brett Griffin, and Justin Sloe DROOG uses Traktor Scratch Pro with CDJ control, and CDs using the thru lines

## // BILLING

Droog

## // AFFILIATION

Labels that must be after name: Culprit

## TECHNICAL RIDER

- 1 x Allen and Heath XONE 92 mixer or 1 x Pioneer DJM 800
- 2 x Pioneer CDJ 2000
- 2 x high quality monitor speaker to the right and left of the DJ -2 x RCA to RCA Cables
- 1x USB Cable
- Space for Laptop Computer

## HOSPITALITY

### // HOTEL

- Minimum 4\* hotel, 3 x double room
- Must have high speed wireless 24h Internet access on rooms (must be paid by Promoter)
- Must have 24h/ late night room service
- One room per person

### // DINNER

Artist must have a hot meal prior to the gig. If no dinner is arranged, artist's room service is to be settled by the Promoter.

### // DRINKS

Artist must have easy access to:

- 1x bottle of premium vodka
- Alcoholic drinks on demand
- 6 x bottles of cold beer
- 6 x bottles of fresh water
- clean cups and ice

### // GUESTLIST

Artist must have a minimum 10x free guests

Daniel Michicoff

Daniel Michicoff

Check Date: 06/21/2013

Check No. 0172648

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
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Full Pymnt-Tijuana Panther:	06/10/2013	00293386	900.00	0.00	900.00
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Eent: Tijuana Panthers 6/28/13

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
 \_\_\_\_\_  
 SIGNATURE  
 6/21/13  
 DATE

Vendor Number 0000021809	Vendor Name Daniel Michicoff	Total Discounts \$0.00
Check Number 0172648	Date 06/21/2013	Total Amount \$900.00
		Discounts Taken \$0.00
		Total Paid Amount \$900.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0172648

Void After 90 Days

Date 06/21/2013

Pay Amount \$900.00\*\*\*

Pay \*\*\*\*NINE HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The Order of DANIEL MICHICOFF  
 LOS ANGELES, CA 90026



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 19 AM 9:51

CITY OF COSTA MESA  
CALIFORNIA

293386  
6/20

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

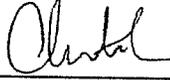
Date: June 18, 2013

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

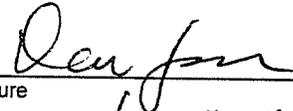
Amount: \$900

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
*for Mike Scheafer*

Payee: Daniel Michicoff #21809

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Los Angeles, CA 90026

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: tijuanapanthers@gmail.com

### Description: (Please initial invoice and attach)

\$900 flat guarantee for Tijuana Panthers @ 60<sup>th</sup> Anniversary Celebration

Mail to: Daniel Michicoff

Address: \_\_\_\_\_

City, State, Zip: Los Angeles, CA 90026

### Staff Approval:

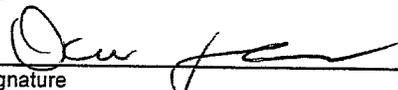
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

Signature \_\_\_\_\_

Date \_\_\_\_\_



1762 Kenwood Place - H

Costa Mesa, Ca 92627

714.290.0375

TheSUNgrp, LLC Artist Agreement

Agreement made and entered into the date of JUNE 4th, 2013 by and between Tijuana Panthers (hereinafter referred to as Artist) and TheSUNgrp, LLC (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Tijuana Panthers

VENUE: Costa Mesa City Hall, Costa Mesa, Ca

PRODUCTION: Justin Ruiz /Mike Diocson-7:

SHOWDATE: Friday June 28th, 2013

TICKETS:

Description	Quantity	Comps	Price	Deductions	GP
Guestlist	10,000	10	\$0	\$0,000.00	\$0,000.00

Total Shows: 1 0 Gross Potential: \$120,000  
Facilities Ticket Surcharge: 0 Adjusted Gross Potential: N/A

TERMS: 900.00 US Dollars (US\$) guarantee paid to Artist.

Flat guarantee paid to Artist.

ADDITIONAL PROVISIONS:

Purchaser agrees to provide in house (sound & Lights)

Purchaser shall provide any and all rider requirements as per Artist's specifications and approval, at no extra cost to Artist, beyond those detailed in the attached Contract Expense Sheet.

Contract Due to TheSUNgrp, LLC by 6/10/2013

EVENT SPECIFICS:

Friday, JUNE 28th, 2013 8:00PM SET TIME

Doors Open: 5:00pm Show Time: 6:00 p.m. Onstage Time: 7:45 p.m. Curfew: 11pm Age Limit: All Ages+

Notes: Artist Must Promote/Share This Events Links On All Artists' Social Media Channels. Failure to do,so may

void this contract and subject to non-payment.

MERCHANDIZING: N/A

OTHER ARTIST(S) PAID BY PROMOTER:

All Local Talent 0% Special Guest US Dollar (US\$) - N/A

PAYMENTS:

\$900 US Dollar (US\$) Due to the Artist/Agency by certified check/cashier check only due by: 6/28/13

100% Payment with any applicable overage in cash/cashiers check due night of show to artist before the contracted performance time advanced herein.

Signing Details:

6/10/13

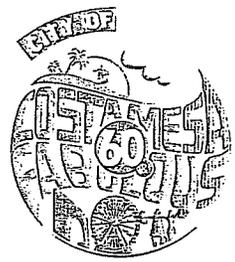
Name (Purchaser)

Date

Name (Artist)

Date

THE HISTORY  
WHILE YOU  
CELEBRATE IT



June 21, 2013

Daniel Michicoff  
Tijuana Panthers

Los Angeles, CA 90026

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract for Tijuana Panthers

Dear Mr. Michicoff:

Please find enclosed two duplicate original agreements of the contract for Tijuana Panthers on June 28, 2013, and a check for the full guarantee in the amount of \$900. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. You may also submit the signed agreement at the time of the performance. Thank you.

Sincerely,

Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, TheSUNgrp, LLC

# TIJUANA PANTHERS

## CONTACTS

TOUR/PRODUCTION MANAGERS

Phil Shaheen

Daniel Michicoff

~~XXXXXXXXXXXXXXXXXX~~

~~Atomic Music Group~~  
~~XXXXXXXXXXXXXXXXXX~~  
Scott Weiss

~~XXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXX~~  
scott@atomicmusicgroup.com

## Billing/Advertising

1. Artist to be billed as **Tijuana Panthers**
2. EPK will be emailed out to you separately

## Security

1. When applicable and advanced by Artist's tour manager, all tour personnel will have appropriate all access passes for stage and backstage access.

## Accommodations

1. Artist and crew will arrive at venue at advance load-in time arranged. Artist and crew will require access to all facilities available at the venue at arranged time.
2. Hospitality will be made available at load-in, unless otherwise advanced by Artist's tour manager.
3. Purchaser agrees to provide at least one secure and private dressing room large enough and with seating for 5 persons. The dressing room should contain a clean bathroom with toilet, if available.
4. Secure and free adequate parking for full size passenger van within 100 feet of venue.

## Load-in/ out

Load in times for Artist and crew to be advanced with Artist

## Hospitality:

Purchaser shall provide a meal buy-out for 4 persons at \$15 per person.

- 1 case bottled water
- 12 pack import beer on ice (Stella, Red Stripe, Modelo, etc.)  
...if nothing else then Budweiser.
- 1 Large bottle of whiskey (Makers Mark, Jack Daniels, Jameson).
- 4-pack ginger beer
- 1 veggie tray with dip or, 1 cheese and cracker tray
- 1 bag tortilla chips w/jar of salsa
- Pita Bread w/ hummus dip

## Artist Guest List

A minimum of eight (8) complimentary tickets for Artist's guests, only with all access if specified.

**PAYMENT**

1. All payments are to be made by cash, money order, or certified check as follows:

- a) A deposit of 50% shall be made by the PURCHASER in the form of a money order or certified check to, and in the name of booking agency immediately upon the receipt of this contract by the PURCHASER.
- b) The balance shall be paid by the PURCHASER to ARTIST's representative not later than thirty minutes after the end of the presentation.

**MERCHANDISING**

- 1. The ARTIST and / or their representative shall have the exclusive right to sell and distribute artist's souvenir merchandise (including without limitation: patches, hats, posters, tshirts and LP's, ect.) at the performance without participation in the proceeds by purchaser.
- 2. The PURCHASER will provide a well lit display area with tables and chairs, preferably by an entrance, all receipts to be retained by the ARTIST.

PLEASE SIGN BELOW IF YOU AGREE TO THE ABOVE SAID TERMS...

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:



\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Artist



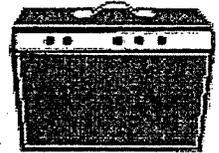
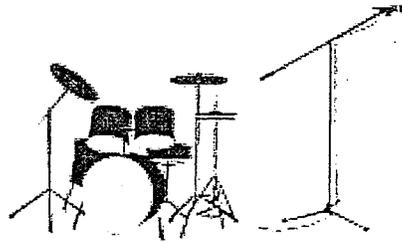
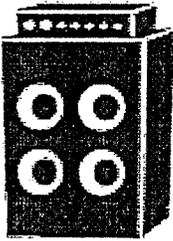
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Date

\_\_\_\_\_  
Agent

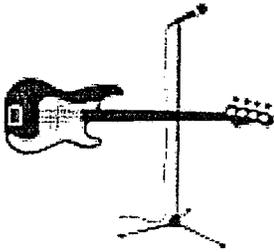


# Tijuana Panthers

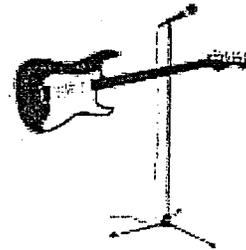
Drums: Phil



Bass: Daniel



Guitar: Chad



We all sing lead vocals on different songs.

Contact: 5624467598 or 7144022430

Phil

Daniel

AUDIENCE

Daniel Venegas

Daniel Venegas

Check No. 0173812

Check Date: 08/02/2013

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

6.5.2013-DJ Danny Love	06/26/2013	00295530	250.00	0.00	250.00
------------------------	------------	----------	--------	------	--------

Vendor Number  
0000021971

Check Number  
0173812

Date  
08/02/2013

Vendor Name  
Daniel Venegas

Total Amount  
\$250.00

Total Discounts  
\$0.00

Discounts Taken  
\$0.00

Total Paid Amount  
\$250.00

CITY OF COSTA MESA  
77 Fair Dr  
Costa Mesa, CA 92626

BANK OF AMERICA  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0173812

Void After 90 Days

Date 08/02/2013

Pay Amount \$250.00\*\*\*

Pay

\*\*\*\*TWO HUNDRED FIFTY AND XX / 100 US DOLLAR\*\*\*\*

To The  
Order of

DANIEL VENEGAS  
COSTA MESA, CA 92627



**DJ DANNY LOVE**

295530 7/31  
# 21971

Danny 'Love' Venegas

Costa Mesa, CA 92627

12/13

*Invoice*

**Invoice #:** 6.5.2013  
**Invoice Date:** June 26, 2013

**Bill To:**

**The SUN Grp, LLC  
City of Costa Mesa 60<sup>th</sup> Celebration**

Date	Time	Description	Price	Total
6/30/2013	11:45am	DJ Costa Mesa 60th on Sunday June 30 <sup>th</sup> , 2013		\$250.00
			<b>Subtotal</b>	
			<b>Tax</b>	n/a
			<b>Balance Due</b>	\$250.00

**Please make check payable to Daniel Venegas**

# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

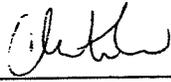
Date: July 24, 2013

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

Amount: \$250

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
For Mike Scheafer

Payee: Daniel Venegas

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Costa Mesa, CA 92627

Payee Tax ID No.: \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-Mail Address: djdlovesu@yahoo.com

### Description: (Please initial invoice and attach)

DJ Danny Love @ 60<sup>th</sup> Anniversary Celebration

Mail to: Daniel Venegas

Address: \_\_\_\_\_

City, State, Zip: Costa Mesa, CA 92627

### Staff Approval:

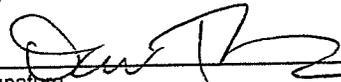
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

\_\_\_\_\_  
Date

Donald L. Stocker

Donald L. Stocker

Check Date: 06/28/2013

Check No. 0173055

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Full Pymnt-Don Stocker 6/3 <i>Don Stocker 6/30/13</i>	06/04/2013	00294100	150.00	0.00	150.00
--	------------	----------	--------	------	--------

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
*Alu R to Clau*  
 \_\_\_\_\_  
 SIGNATURE  
 6/28/13  
 \_\_\_\_\_  
 DATE

Vendor Number 000021850	Vendor Name Donald L Stocker	Total Discounts \$0.00
Check Number 0173055	Date 06/28/2013	Total Amount \$150.00
		Discounts Taken \$0.00
		Total Paid Amount \$150.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0173055

Void After 90 Days

Date 06/28/2013

Pay Amount \$150.00\*\*\*

Pay \*\*\*\*\*ONE HUNDRED FIFTY AND XX / 100 US DOLLAR\*\*\*\*\*

To The Order of DONALD L STOCKER  
 MISSION VIEJO, CA 92692





# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 26 AM 10:05

CITY OF COSTA MESA  
CALIFORNIA

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 25, 2013

### Submitted by:

Christine Cordon

Print Name

Committee Secretary

Title

Amount: \$150

  
Signature

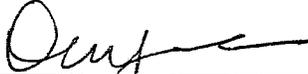
### Approved by:

Mike Scheafer

Print Name

Committee Chair

Title

  
Signature

Payee: Don Stocker

Account No.: 217137-705

Address:

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Mission Viejo, CA 92692

Payee Tax ID No.:

Telephone Number:

E-Mail Address: don.stocker@costamesaca.gov

### Description: (Please initial invoice and attach)

\$150 flat guarantee for DJ Don @ 60<sup>th</sup> Anniversary Celebration

Mail to: Don Stocker

Address: \_\_\_\_\_

City, State, Zip: Mission Viejo, CA 92692

### Staff Approval:

Christine Cordon

Print Name

Special Events Coordinator

Title

  
Signature

Dan Joyce

Print Name

Public Affairs Manager

Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

\_\_\_\_\_  
Date

Eric Torres

Eric Torres

Check Date: 06/28/2013

Check No. 0173061

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
Full Pymnt-Trust 6/28/13 Band: Trust 6/28/13	06/04/2013	00294095	200.00	0.00	200.00

Vendor Number 000021856	Vendor Name Eric Torres	Total Discounts \$0.00
Check Number 0173061	Date 06/28/2013	Total Amount \$200.00
		Discounts Taken \$0.00
		Total Paid Amount \$200.00

I ACKNOWLEDGE RECEIPT OF  
WARRANT NUMBER \_\_\_\_\_  
*Eric Torres*  
SIGNATURE  
06/28/13  
DATE

CITY OF COSTA MESA  
77 Fair Dr  
Costa Mesa, CA 92626

BANK OF AMERICA  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0173061

Void After 90 Days

Date 06/28/2013

Pay Amount \$200.00\*\*\*

Pay \*\*\*\*TWO HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The Order of  
**ERIC TORRES**  
LAKE FOREST, CA 92630



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 26 AM 10:05

GITY OF COSTA MESA  
CALIFORNIA

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 25, 2013

### Submitted by:

Amount: \$200

Christine Cordon  
Print Name

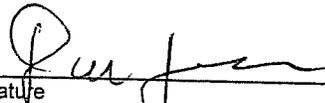
Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
*for Mike Scheafer*

Payee: Eric Torres

Account No.: 217137-705

Address:

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Lake Forest, CA 92630

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: Eric.Torres@gcpro.com

### Description: (Please initial invoice and attach)

\$200 flat guarantee for Eric Torres/Trust @ 60<sup>th</sup> Anniversary Celebration

Mail to: Eric Torres

Address: \_\_\_\_\_

City, State, Zip: Lake Forest, CA 92630

### Staff Approval:

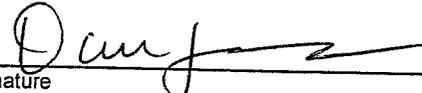
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

\_\_\_\_\_  
Date



1762 Kenwood Place - H

Costa Mesa, Ca 92627

714.290.0375

### TheSUNgrp, LLC Artist Agreement

Agreement made and entered into the date of JUNE 4th, 2013 by and between *Eric Torres/Trust* (hereinafter referred to as Artist) and *TheSUNgrp, LLC* (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Trust

VENUE: Costa Mesa City Hall, Costa Mesa, Ca

PRODUCTION: Justin Ruiz Mike Diocson

SHOWDATE: Friday June 28<sup>th</sup>, 2013

TICKETS:

Description	Quantity	Comps	Price	Deductions	GP
Guestlist	10,000	4	\$0	\$0,000.00	\$0,000.00
Total Shows: 1		0	Gross Potential: \$120,000		
Facilities Ticket Surcharge: 0			Adjusted Gross Potential: N/A		

TERMS: 200.00 US Dollars (US\$) guarantee paid to Artist.

Flat guarantee paid to Artist.

ADDITIONAL PROVISIONS:

Purchaser agrees to provide in house (sound & Lights)

Purchaser shall provide any and all rider requirements as per Artist's specifications and approval, at at no extra cost to Artist, beyond those detailed in the attached Contract Expense Sheet.

#### Contract Due to TheSUNgrp, LLC by 6/10/2013

EVENT SPECIFICS:

FRIDAY, JUNE 28<sup>th</sup>, 2013 6:30PM SET TIME + DJ sets On Red Bull Bus

Doors Open: 5:00pm Show Time: 6:00 p.m. Onstage Time: 6:15 p.m. Curfew: 11pm Age Limit: All Ages+

Notes: Artist Must Promote/Share This Events Links On All Artists' Social Media Channels. Failure to do so may

void this contract and subject to non-payment.

MERCHANDIZING: N/A

OTHER ARTIST(S) PAID BY PROMOTER:

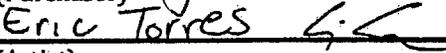
All Local Talent 0% Special Guest US Dollar (US\$) - N/A

PAYMENTS:

\$200 US Dollar (US\$) Due to the Artist/Agency by certified check/cashier check only due by: 6/28/13

100% Payment with any applicable overage in cash/cashiers check due night of show to artist before the contracted performance time advanced herein.

Signing Details:

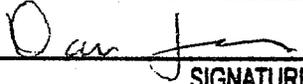
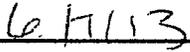
	6/10/13
Name (Purchaser)	Date
	6/5/13
Name (Artist)	Date

# Ground Control Touring

Ground Control Touring LLC

Check Date: 06/07/2013		Check No. 0172334			
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
Balance Contract #22826	04/19/2013	00392632	5,000.00	0.00	5,000.00
<i>Balance-Adam Green/Binki Shapi</i>					

I ACKNOWLEDGE RECEIPT OF  
WARRANT NUMBER \_\_\_\_\_  
  
SIGNATURE  
  
DATE

Vendor Number 0000021709	Vendor Name Ground Control Touring LLC	Total Discounts \$0.00
Check Number 0172334	Date 06/07/2013	Total Amount \$5,000.00
		Discounts Taken \$0.00
		Total Paid Amount \$5,000.00

CITY OF COSTA MESA  
77 Fair Dr  
Costa Mesa, CA 92626

BANK OF AMERICA  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0172334

Void After 90 Days

Date 06/07/2013

Pay Amount \$5,000.00\*\*\*

Pay \*\*\*\*FIVE THOUSAND AND XX / 100 US DOLLAR\*\*\*\*

To The  
Order of GROUND CONTROL TOURING LLC  
20 JAY ST STE #826  
BROOKLYN, NY 11201



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

FINANCE DEPARTMENT  
13 JUN -5 AM 10:20  
CITY OF COSTA MESA  
CALIFORNIA

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

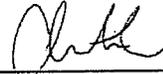
Date: June 5, 2013

Amount: \$5,000

### Submitted by:

Christine Cordon  
Print Name

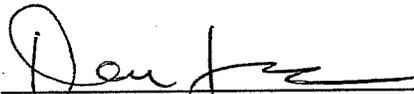
Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
Mike Scheafer

Payee: Ground Control Touring #21709

Account No.: 217137-705

Address: 20 Jay Street, Ste. 826

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Brooklyn, NY 11201

Payee Tax ID No.:           

Telephone Number:           

E-Mail Address: stephanie@groundcontroltouring.com

### Description: (Please initial invoice and attach)

Balance due 6/30/13 for Contract #22826 (Adam Green and Binki Shapiro)

Mail to: Ground Control Touring

Address: 20 Jay Street, Ste. 826

City, State, Zip: Brooklyn, NY 11201

### Staff Approval:

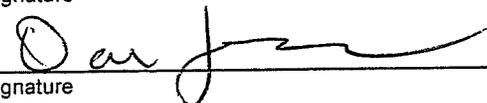
Christine Cordon  
Print Name

Special Events Coordinator  
Title

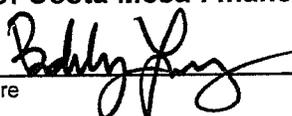
  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

6/6/13  
Date

Check Date: 04/26/2013			Check No. 0171503		
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
Deposit Contract #22826	04/19/2013	00291092	5,000.00	0.00	5,000.00

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
*Chet*  
 \_\_\_\_\_  
 SIGNATURE  
 May 14, 2013  
 \_\_\_\_\_  
 DATE

Vendor Number 0000021709	Vendor Name Ground Control Touring LLC	Total Discounts \$0.00
Check Number 0171503	Date 04/26/2013	Total Amount \$5,000.00
		Discounts Taken \$0.00
		Total Paid Amount \$5,000.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0171503

Void After 90 Days

Date 04/26/2013

Pay Amount \$5,000.00\*\*\*

Pay

\*\*\*\*FIVE THOUSAND AND XX / 100 US DOLLAR\*\*\*\*

To The  
 Order of

GROUND CONTROL TOURING LLC  
 20 JAY ST STE #826  
 BROOKLYN, NY 11201



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: April 18, 2013

Amount: \$5,000

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer ✓  
Print Name

Committee Chair  
Title

  
Signature

Payee: Ground Control Touring

Account No.: 217137-705

Address: 20 Jay Street, Ste. 826

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Brooklyn, NY 11201

Payee Tax ID No.

Telephone Number: \_\_\_\_\_

E-Mail Address: stephanie@groundcontourtouring.com

### Description: (Please initial invoice and attach)

Deposit for Contract #22829

Mail to: Do not mail; return check to Christine Cordon

Address:

City, State, Zip:

### Staff Approval:

Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

\_\_\_\_\_  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

4/23/13  
Date



BROOKLYN  
CARRBORO  
NASHVILLE

292632  
6/5

Page Number: 1 of 1  
Printed On: Apr 19, 2013 3:16 PM  
Agent: Eric Dimenstein  
CONTRACT #: 22826

By mutual agreement made this date, Apr 19, 2013 by and between Adam Green & Binki Shapiro (hereinafter referred to as "ARTIST") and City of Costa Mesa (hereinafter referred to as "PURCHASER"). The undersigned ARTIST and PURCHASER agree to the following terms and conditions for the entertainment presentation described below.

ARTIST: Adam Green & Binki Shapiro FROMETER: Roland Barrera  
BILLING: Special Event 714.290.0375  
DATE(S): Sat Jun 29th, 2013 [roland@sophisticatesunited.com](mailto:roland@sophisticatesunited.com)

VENUE: City of Costa Mesa's 60-Year Anniversary  
ADDRESS: 77 Fair Dr  
Costa Mesa, CA 92626  
CAPACITY: 5000  
AGES: All Ages

TICKETS:	Quantity	Comps/Kills	Type	Adv/Dos	Total
	5000		General Admission	\$25.00/\$25.00	\$125,000.00
				Gross Potential	\$125,000.00
				Adjusted Gross Ptnl	\$125,000.00
				Gross Ptnl After Taxes & Fees	\$125,000.00

TERMS: Guarantee - \$10,000.00 Flat

WLKOUT PTNTL: \$10,000.00

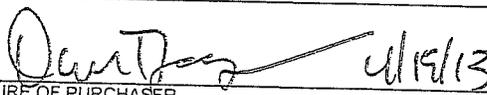
OTHER ARTISTS: Eric Burdon and The Animals  
Matt Costa

MERCH: All: 100% Artist Sells

PAYMENTS: \$5,000.00 deposit payable to Ground Control Touring, due by 4/12/2013

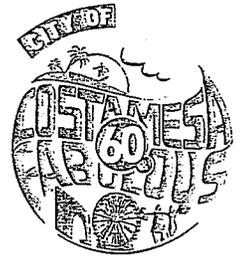
Balance of guarantee plus any overages to be paid by Balance in Cash/Cashiers Check to Solomon's Temple Touring LLC / 46-1102447 upon completion of performance(s).

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the ARTIST. It is expressly understood by the PURCHASER and the ARTIST who are parties to this contract that neither GROUND CONTROL TOURING nor its employees nor directors are parties to this contract in any capacity other than as agent and, therefore, that neither GROUND CONTROL TOURING nor its employees nor directors shall be liable for the performance or breach of any provision hereof. This contract shall not be binding unless signed by all parties hereto. Should any additional provision(s), rider, addendum and/or expense sheet be annexed to this agreement it/they shall also constitute a part of this agreement, and shall be signed by all parties to this contract. The agreement of the ARTIST to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

BY: X  4/19/13  
SIGNATURE OF PURCHASER  
Dan Joyce - Public Affairs Manager  
City of Costa Mesa  
CEO Office, 5th Floor 77 Fair Drive  
Costa Mesa, CA 92628  
Phone: (714) 754-5667 Fax: (714) 754-5330

BY: X   
SIGNATURE OF ARTIST REPRESENTATIVE  
Solomon's Temple Touring LLC  
c/o Ground Control Touring  
20 Jay St., Suite 826  
Brooklyn, NY 11201  
Phone: 718.218.8203 Fax: 718.218.8205

THE HISTORY  
WHILE YOU  
CELEBRATE IT



May 14, 2013

Stephanie Green  
Ground Control Touring  
20 Jay Street, Ste. 826  
Brooklyn, NY 11201

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration –  
Contract #22826, Adam Green & Binki Shapiro

Dear Ms. Green:

Please find enclosed two duplicate original agreements of Contract #22826 for Adam Green & Binki Shapiro, and a deposit check in the amount of \$5,000. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christine Cordon".

Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, SUN Grp, LLC  
Dan Joyce, City of Costa Mesa ✓

**CORDON, CHRISTINE**

---

**From:** Nicole Roeder / Ground Control Touring [nicole@groundcontourtouring.com]

**Sent:** Friday, June 21, 2013 9:04 AM

**To:** CORDON, CHRISTINE

**Cc:** Stephanie/Ground Control; Erin Blake

**Subject:** Re: Beach Fossils - Costa Mesa / Ground Transportation

Monday is ideal, as we are not in the office tomorrow. No problem and thank you.

On Jun 21, 2013, at 12:01 PM, CORDON, CHRISTINE wrote:

I checked our mail room and it did NOT get picked up yet :X And I apologize, I was out of the office most of Wednesday and yesterday to check. Is it too late if it gets out today for delivery tomorrow/Monday?

--Christine

---

**From:** Nicole Roeder / Ground Control Touring [mailto:nicole@groundcontourtouring.com]

**Sent:** Friday, June 21, 2013 8:26 AM

**To:** CORDON, CHRISTINE

**Cc:** Stephanie/Ground Control; Erin Blake

**Subject:** Re: Beach Fossils - Costa Mesa / Ground Transportation

Christine,

As of yesterday we hadn't gotten this, can you confirm it went out on the 18th?

Thanks,  
Nicole

On Jun 18, 2013, at 4:53 PM, Stephanie/Ground Control wrote:

Thats fine. You can send along with Beach Fossils.

On Jun 18, 2013, at 4:49 PM, Nicole Roeder / Ground Control Touring wrote:

Hi Christine,

Most likely, but I'll let Steph in our office confirm. She's handling Adam & Binki.

Steph, will you let her know?

Thanks!

On Jun 18, 2013, at 3:43 PM, CORDON, CHRISTINE wrote:

Do you need the check for Adam Green/Binki Shapiro, too? It has already been cut but to Ground Control Touring.

--Christine

---

**From:** Nicole Roeder / Ground Control Touring [mailto:[nicole@groundcontroltouring.com](mailto:nicole@groundcontroltouring.com)]  
**Sent:** Tuesday, June 18, 2013 10:59 AM  
**To:** CORDON, CHRISTINE  
**Cc:** Erin Blake; John Chavez  
**Subject:** Re: Beach Fossils - Costa Mesa / Ground Transportation

Great. Thank you!

On Jun 18, 2013, at 12:16 PM, CORDON, CHRISTINE wrote:

Perfect. It will go out via FedEx Standard Overnight today

Sent from my iPhone

On Jun 18, 2013, at 7:44 AM, "Nicole Roeder / Ground Control Touring" <[nicole@groundcontroltouring.com](mailto:nicole@groundcontroltouring.com)> wrote:

Yes. Can you go ahead and send the check now and we'll settle with the band immediately following the performance?

Thanks,  
Nicole

On Jun 17, 2013, at 9:25 PM, CORDON, CHRISTINE wrote:

I'm not sure if I can get a new check cut in time. Would it work if I forward you the check and you can cut a check to them? Just looking all the options because I definitely don't want to delay any payments :D

--Christine

---

**From:** Nicole Roeder / Ground Control Touring [mailto:[nicole@groundcontroltouring.com](mailto:nicole@groundcontroltouring.com)]  
**Sent:** Monday, June 17, 2013 12:31 PM  
**To:** CORDON, CHRISTINE  
**Cc:** 'Roland Barrera'; JOYCE, DAN; Erin Blake; John Chavez / Ground Control Touring  
**Subject:** Re: Beach Fossils - Costa Mesa / Ground Transportation

OK, that's fine! Would you be able to cut a new check made out to Beach Fossils rather than Ground Control Touring in time for the performance?

Thanks!

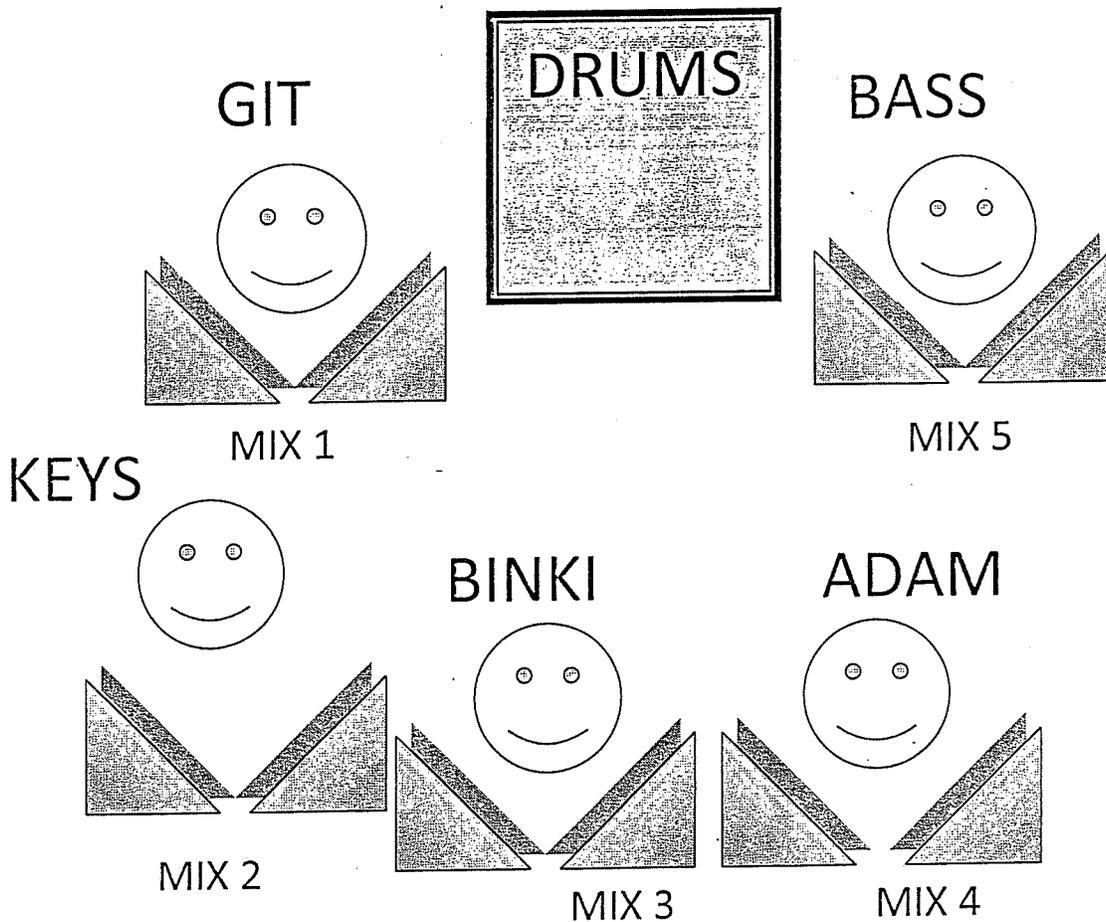
# ADAM GREEN & BINKI SHAPIRO

CH	INSTRUMENT	MIC / DI	INSERT	STAND	NOTE
1	KICK	901	Gate+Comp		
2	SNARE 1 ↑	Audix D1	Gate+Comp	Short Boom	
3	H/H	SM 81		Short Boom	
4	RACK	E904	Gate		
5	FLOOR	E904	Gate		
6	OH L	KSM 27	Comp	Tall Boom	
7	OH R	KSM 27	Comp	Tall Boom	
8	BASS DI	BSS active DI	Comp		
9	NORD L	BSS active DI			
10	NORD R	BSS active DI			
11	KEY DI	BSS active DI			
12	ELEC GIT	SM 57		Short Boom	
13	ADAM ACOUSTIC	BSS active DI	Comp		
14	ADAM VOX	BETA 58 A	Comp	Tall Boom	CABLE TAPED
15	BINKI VOX	BETA 58 A	Comp	Straight	
16	SPARE VOX	BETA 58 A	Comp	Tall Boom	CABLE TAPED

WE REQUIRE AN ADEQUATE FOH SYSTEM FOR THE VENUE (L'ACOUSTICS V-DOSC / DV-DOSC/ D&B/ MEYER) AND A SEPARATE MONITOR SYSTEM;

WE REQUIRE 6 MIXES, RUNNING 5 PAIRS OF BI AMPED MONITORS AND A DRUM FILL (L'Acoustics/ D&B)

NB CHANNEL LIST SUBJECT TO CHANGE



# HMBSMS/Danny Rose

HMBSMS LLC

Check Date: 06/21/2013

Check No. 0172679

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Final Pymnt-HMBSMS	06/11/2013	G0293381	1 250.00	0.00	1,250.00
--------------------	------------	----------	----------	------	----------

Band: HMBSMS 6/29/13

I ACKNOWLEDGE RECEIPT OF  
WARRANT NUMBER \_\_\_\_\_  
\_\_\_\_\_  
SIGNATURE  
6/21/13  
DATE

Vendor Number 0000021812	Vendor Name HMBSMS LLC	Total Discounts \$0.00
Check Number 0172679	Date 06/21/2013	Total Amount \$1,250.00
		Discounts Taken \$0.00
		Total Paid Amount \$1,250.00

CITY OF COSTA MESA  
77 Fair Dr  
Costa Mesa, CA 92626

BANK OF AMERICA  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0172679

Void After 90 Days

Date 06/21/2013

Pay Amount \$1,250.00\*\*\*

Pay

\*\*\*\*ONE THOUSAND TWO HUNDRED FIFTY AND XX / 100 US DOLLAR\*\*\*\*

To The  
Order of

HMBSMS LLC  
LOS ANGELES, CA 90067



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 19 AM 9:51

CITY OF COSTA MESA  
CALIFORNIA

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 18, 2013

### Submitted by:

Amount: \$1,250

Christine Cordon  
Print Name

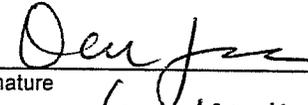
Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature

for Mike Scheafer

Payee: HMBSMS, LLC

#21812

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Los Angeles, CA 90067

Payee Tax ID No. \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Description: (Please initial invoice and attach)

\$1,250 remaining balance due 6/29 for He's My Brother She's My Sister @ 60<sup>th</sup> Anniversary Celebration

Mail to: HMBSMS, LLC

Address: \_\_\_\_\_

City, State, Zip: Los Angeles, CA 90067

### Staff Approval:

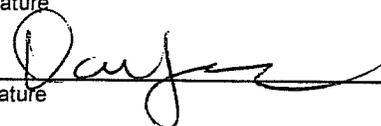
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Danny Rose LLC

Check Date: 06/21/2013

Check No. 0172649

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Dep-HMBSMS	06/20/2013	00293382	1,250.00	0.00	1,250.00
------------	------------	----------	----------	------	----------

Band: HMBSMS 6/29/13

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
 \_\_\_\_\_  
 SIGNATURE  
 6/21/13  
 DATE

Vendor Number 000021811	Vendor Name Danny Rose LLC	Total Discounts \$0.00
Check Number 0172649	Date 06/21/2013	Total Amount \$1,250.00
		Discounts Taken \$0.00
		Total Paid Amount \$1,250.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0172649

Void After 90 Days

Date 06/21/2013

Pay Amount \$1,250.00\*\*\*

Pay

\*\*\*\*ONE THOUSAND TWO HUNDRED FIFTY AND XX / 100 US DOLLAR\*\*\*\*

To The  
Order of

DANNY ROSE LLC  
 GLENDALE, CA 91205



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 19 AM 9:51

CITY OF COSTA MESA  
CALIFORNIA

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

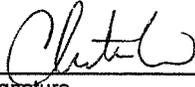
Date: June 18, 2013

Amount: \$1,250

### Submitted by:

Christine Cordon  
Print Name

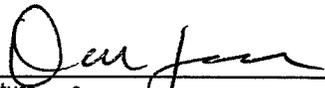
Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
for Mike Scheafer  
Signature

Payee: Danny Rose, LLC

#21811

Account No.: 217137-705

Address: 411 Mission Road

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Glendale, CA 91205

Payee Tax ID No.: 45-2585992

Telephone Number:

E-Mail Address: zinnia@danny-rose.com

### Description: (Please initial invoice and attach)

\$1,250 deposit for He's My Brother She's My Sister @ 60<sup>th</sup> Anniversary Celebration

Mail to: Danny Rose, LLC c/o Zinnia Su

Address: 411 Mission Road

City, State, Zip: Glendale, CA 91205

### Staff Approval:

Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

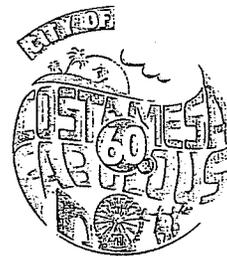
  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

\_\_\_\_\_  
Date

NE HISTOP  
WHILE YOU  
CELEBRATE IT



June 21, 2013

Jared Flamm  
Danny Rose, LLC  
411 Mission Road  
Glendale, CA 91205

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract for He's My Brother She's My Sister

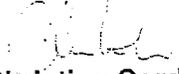
Dear Mr. Flamm:

Please find enclosed two duplicate original agreements of the contract for He's My Brother She's My Sister, and a check for the deposit in the amount of \$1,250. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. You may also present the signed agreement at the time of the performance. Thank you.

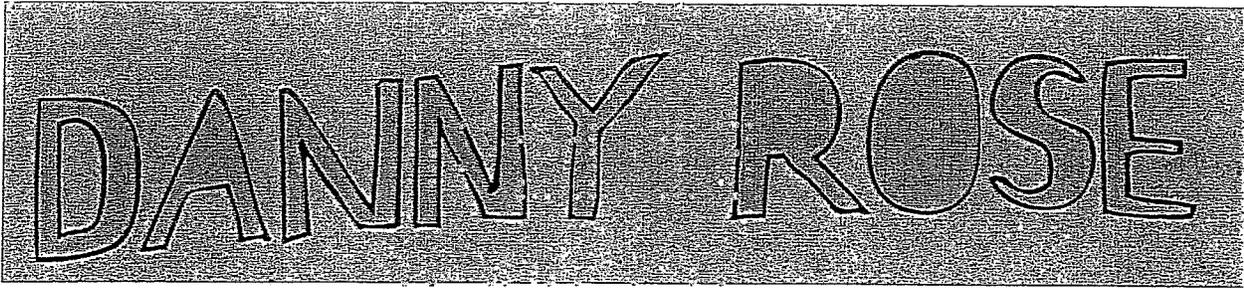
Sincerely,

  
Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, TheSUNgrp, LLC

293381 6/20/13



Glendale, CA 91205 USA

www.danny-rose.com

**Performance Contract**

This AGREEMENT made 6/11/2013 is between He's My Brother She's My Sister (hereinafter referred to as "COMPANY") and Dan Joyce/City of Costa Mesa, (hereinafter referred to as "PURCHASER"). The PURCHASER hereby engages COMPANY to provide the services of He's My Brother She's My Sister (hereinafter referred to as "ARTIST") to provide the entertainment presentation hereinafter described on the terms herein set forth.

The PURCHASER agrees to provide the ARTIST with the following elements:

- 1. **Billing** HE'S MY BROTHER SHE'S MY SISTER  
Billing: Festival Billing
- 2. **Date(s)** June 29, 2013
- 3. **Venue** City Of Costa Mesa's 60-Year Anniversary  
77 Fair Drive  
Costa Mesa, CA 92626
- 4. **Full Price** \$2500 flat  
**Deposit** \$1250 + any applicable wire transfer fees *Final to*  
to be paid to ~~DANNY ROSE, LLC~~ *4MBSMS.*
- 5. **Other Talent Budget** N/A
- 6. **Merchandise** COMPANY Sells  
Non-Recorded 100% Artist, 0% House  
Recorded Music 100% Artist, 0% House
- 7. **Ticketing**

	ADV	DOS
General:	\$25	\$25
Capacity:	5000	
Total Kills:		
Sellable:		
Aggregate Tax Rate:		
Minimum Post-Tax Gross Potential:	N/A	
- 8. **Performance Details** Set Length: ~60 minutes + encore (FBG per advance)  
Age Restriction: All Ages  
Other acts as approved by ARTIST: N/A

9. Schedule

HMBSMS: 5PM (TBC per advance)

10. Other Provisions

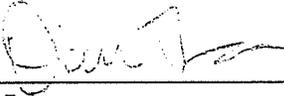
- Deposit to be paid to **DANNY ROSE, LLC** by check or wire transfer
- Make all checks to **He's My Brother She's My Sister** payable to **HMBSMS, LLC**

---

This agreement, including all terms and conditions expressed within the accompanying documents, constitutes the entire understanding between the parties to it. It cannot be changed orally and it shall be constructed, governed and interpreted pursuant to the laws of the State of California. This agreement may not be assigned by the PURCHASER.

The following accompanying documents are hereby made an integral part of this agreement: **HMBSMS tech rider (stage plot/input list + sound notes), HMBSMS hospitality rider.**

AGREED & ACCEPTED  
PURCHASER:



---

Dan Joyce  
Public Affairs Manager  
City of Costa Mesa  
CEO Office, 5th Floor  
77 Fair Drive, Costa Mesa, CA 92628  
714.754.5667  
dan.joyce@costamesaca.gov

AGREED & ACCEPTED  
COMPANY:

---

An Authorized Signatory  
He's My Brother She's My Sister  
ID Available Upon Request

# HE'S MY BROTHER SHE'S MY SISTER

## SOUND AND INPUTS

4 vox across front  
2 gtrs/slide through amps  
1 upright bass through amp  
1 tap box  
1 snare  
1 kick drum (converted tom)  
1 floor tom  
1 crash

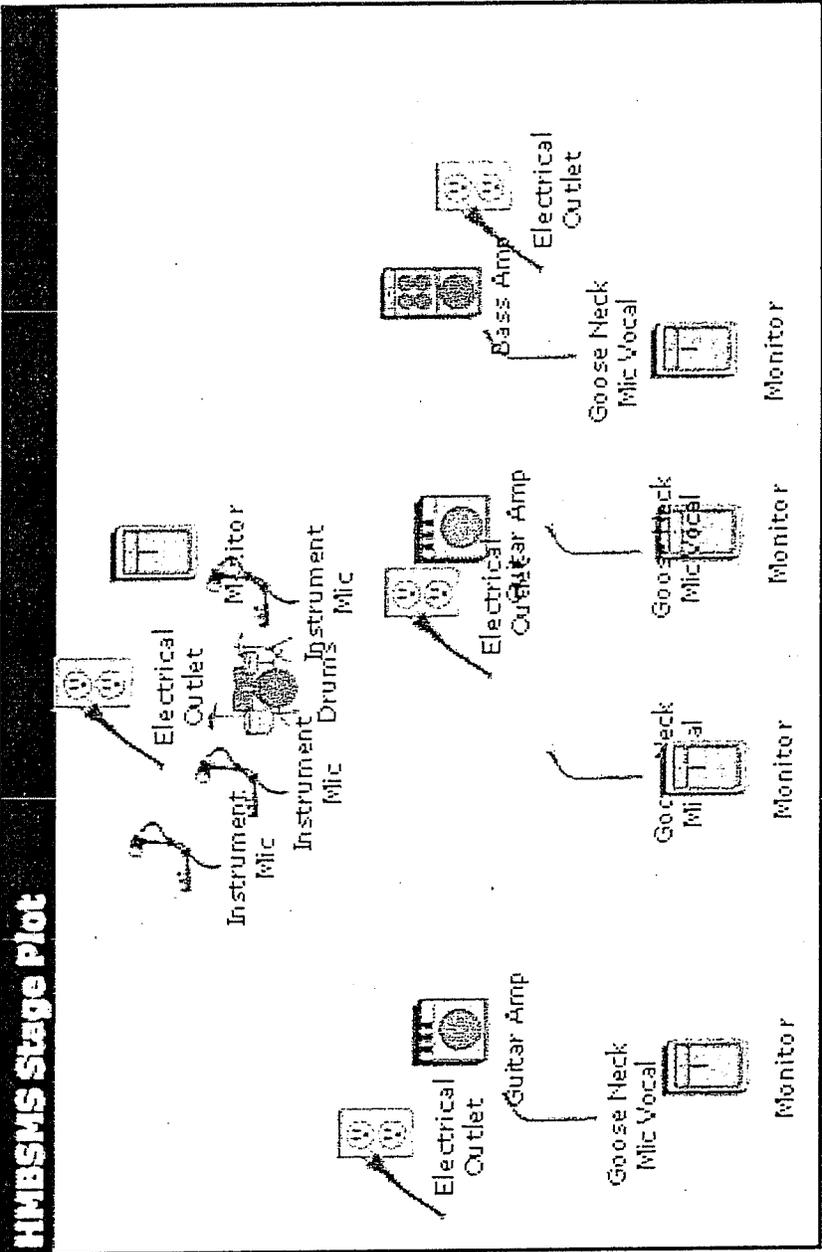
4 vocals  
1- lead male (center left) - short slap delay and some verb. should sit on top of mix  
1- lead female (center right) noticeable verb should sit on top of mix  
1- bass vocal (left) heavy verb. And some slap. not too loud in mix.  
1- gtr/slide vocal (right) heavy verb

### Gtrs/bass

1 - rhythm guitar. Should be noticeable in mix  
1- slide/lead gtr. Could use a little verb. Should not be too loud in mix. Ride up on solos and down during vocals  
1 - bass. Round mid and low but not too much sub. Should be up with drums in mix. Warm punchy tone

### Drums

1- tap box. Needs a touch of verb and mid eq. Sounds in between a conga and rims of a drum. No sub and pull some of the sharp highs  
1- snare. Fat punchy warm  
1- kick. This is a converted Tom drum. Needs low boost and sometimes gate. No click. Really warm fat round and punchy. No sustain.  
1- tom drum. Kinda similar to kick but more of a Tom tone. Bouncy warm low sound. Rings more than kick Tom but should still be gated and short decay.  
1- crash. Dark



# He's My Brother She's My Sister Hospitality Rider 2013

## Food and Drink Rider:

### *Afternoon arrival time at venue before set up and sound check:*

Health food snacks including but not limited to:

2.5 gallons of spring water

1x large sparkling water

1x large coconut water

Any fresh squeezed no additives, non-pasteurized seasonal juice

English breakfast tee, green tea and coffee

Organic lemons/limes

Organic apples and almond butter (no salt or additives)

Organic celery and carrots, seasonal vegetables and fruit

Organic dried mango

Honey

Organic dark chocolate with nuts

Plus:

Cutting knife and board

### *Before the event and performance:*

Either artist will be taken out for a healthy, nutritious hot dinner at a **restaurant** or the promoter will give **each** of the agreed upon persons performing and any tech crew and road crew that they bring, at least \$20 per person, food buy-out or equivalent in local currency to go out and buy their own meals.

Please ensure that if cash is given instead of a meal, this **must** be given to the group representative *immediately after sound check* has ended in small bills. Please also ensure that if a meal is supplied it **must** be available in good time, leaving plenty of time for the group to rest and focus before performing.

*In the dressing room in the evening prior to the actual performance:*

Please include the following items:

8X clean towels

6X local light microbrew

1X case of still spring water

1x Jack Daniels

English breakfast tee, green tea, hot water and coffee

Organic lemons/limes

Honey

Drinking glasses, coffee cups and bottled beer opener.

**(((THANK YOU!)))**

**Any questions please contact:**

**Nathan Hazard**

**hazard@sqemusic.com**

**310.503.6418**

# Ground Control Touring

Ground Control Touring LLC

Check Date: 06/07/2013

Check No. 0172333

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Balance Contract #22954	04/19/2013	00292631	9,900.00	0.00	9,900.00
<i>Beach Fossils Balance</i>					

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
Jan T...  
 SIGNATURE  
6/7/13  
 DATE

Vendor Number 0000021709	Vendor Name Ground Control Touring LLC	Total Discounts \$0.00
Check Number 0172333	Date 06/07/2013	Total Amount \$9,900.00
		Discounts Taken \$0.00
		Total Paid Amount \$9,900.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0172333

Void After 90 Days

Date 06/07/2013

Pay Amount \$9,900.00\*\*\*

Pay

\*\*\*\*NINE THOUSAND NINE HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The  
 Order of  
 GROUND CONTROL TOURING LLC  
 20 JAY ST STE #826  
 BROOKLYN, NY 11201



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

FINANCE DEPARTMENT  
13 JUN -5 AM 10:20  
CITY OF COSTA MESA  
CALIFORNIA

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

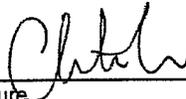
Date: June 5, 2013

Amount: \$9,900

### Submitted by:

Christine Cordon  
Print Name

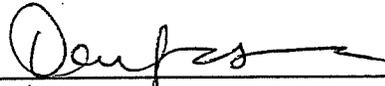
Committee Secretary  
Title

Signature 

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

Signature   
*For Mike Scheafer*

Payee: Ground Control Touring

#21709

Account No.: 217137-705

Address: 20 Jay Street, Ste. 826

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Brooklyn, NY 11201

Payee Tax ID No.: \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-Mail Address: stephanie@groundcontroltouring.com

### Description: (Please initial invoice and attach)

Balance due 6/30/13 for Contract #22954 (Beach Fossils)

Mail to: Ground Control Touring

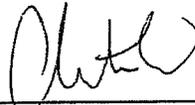
Address: 20 Jay Street, Ste. 826

City, State, Zip: Brooklyn, NY 11201

### Staff Approval:

Christine Cordon  
Print Name

Special Events Coordinator  
Title

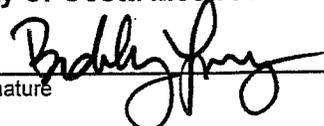
Signature 

Dan Joyce  
Print Name

Public Affairs Manager  
Title

Signature \_\_\_\_\_

### City of Costa Mesa Finance Department Approval:

Signature 

Date 6/6/13

Ground Control Touring LLC

Check Date: 05/10/2013 Check No. 0171788

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Deposit Contract #22954 <i>6/30/13 Beach Fossils</i>	04/19/2013	00291631	1,100.00	0.00	1,100.00
---	------------	----------	----------	------	----------

**I ACKNOWLEDGE RECEIPT OF**

**WARRANT NUMBER** \_\_\_\_\_

*[Signature]*

**SIGNATURE**

*May 14, 2013*

**DATE**

Vendor Number 0000021709	Vendor Name Ground Control Touring LLC	Total Discounts \$0.00	Total Amount \$1,100.00	Discounts Taken \$0.00	Total Paid Amount \$1,100.00
Check Number 0171788	Date 05/10/2013				

**CITY OF COSTA MESA**  
77 Fair Dr  
Costa Mesa, CA 92626

**BANK OF AMERICA**  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0171788

Void After 90 Days

Date 05/10/2013

Pay Amount \$1,100.00\*\*\*

Pay \*\*\*\*ONE THOUSAND ONE HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The **GROUND CONTROL TOURING LLC**  
Order of 20 JAY ST STE #826  
BROOKLYN, NY 11201



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268

Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

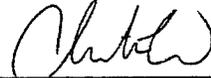
Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee Date: April 30, 2013

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

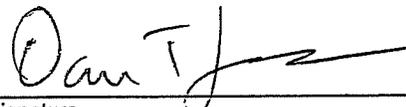
Amount: \$1,100

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
*On behalf of Mike Scheafer*

Payee: Ground Control Touring

Account No.: 217137-705

Address: 20 Jay Street, Ste. 826

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Brooklyn, NY 11201

Payee Tax ID No.: \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-Mail Address: stephanie@groundcontroltouring.com

### Description: (Please initial invoice and attach)

Deposit for Contract #22954

Mail to: Do not mail; return check to Christine Cordon

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

### Staff Approval:

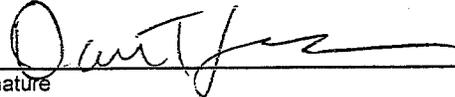
Christine Cordon  
Print Name

Special Events Coordinator  
Title

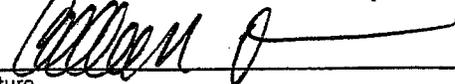
  
Signature

Dan Joyce  
Print Name

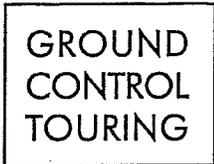
Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

5/8/13  
Date



BROOKLYN  
CARRBORO  
NASHVILLE

Page Number: 1 of 2  
 Printed On: Apr 19, 2013 1:45 PM  
 Agent: John Chavez  
 CONTRACT #: 22954

By mutual agreement made this date, Apr 19, 2013 by and between Beach Fossils (hereinafter referred to as "ARTIST") and City of Costa Mesa (hereinafter referred to as "PURCHASER"). The undersigned ARTIST and PURCHASER agree to the following terms and conditions for the entertainment presentation described below.

**ARTIST:** Beach Fossils  
**BILLING:** Festival  
**DATE(S):** Sun Jun 30th, 2013

**PROMOTER:** Roland Barrera  
 714.290.0375  
[roland@sophisticatesunited.com](mailto:roland@sophisticatesunited.com)

**VENUE:** City of Costa Mesa's 60-Year Anniversary  
**ADDRESS:** 77 Fair Dr  
 Costa Mesa, CA 92626

**PRODUCTION:** Roland Barrera  
 714.290.0375  
[roland@sophisticatesunited.com](mailto:roland@sophisticatesunited.com)

**CAPACITY:** 5000  
**AGES:** All Ages

TICKETS:	Quantity	Comps/Kills	Type	Adv/Dos	Total
	5000		General Admission	\$25.00/\$25.00	\$125,000.00
				Gross Potential	\$125,000.00
				Adjusted Gross Ptnl	\$125,000.00
				Gross Ptnl After Taxes & Fees	\$125,000.00

**TERMS:** Guarantee - \$11,000.00 Flat  
 Plus: Hotel, ground transportation, and backline.

**WLKOUT PTNTL:** \$11,000.00

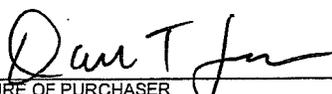
**MERCH:** All: 100% Artist Sells

**SCHEDULE:** Set Time: 6:00 pm

**PAYMENTS:** \$1,100.00 deposit payable to Ground Control Touring. due by 6/16/2013

Balance of guarantee plus any overage... sh to Beach Fossils / Fed IC  
 upon completion of performance(s).

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the ARTIST.  
 It is expressly understood by the PURCHASER and the ARTIST who are parties to this contract that neither GROUND CONTROL TOURING nor its employees nor directors are parties to this contract in any capacity other than as agent and, therefore, that neither GROUND CONTROL TOURING nor its employees nor directors shall be liable for the performance or breach of any provision hereof.  
 This contract shall not be binding unless signed by all parties hereto. Should any additional provision(s), rider, addendum and/or expense sheet be annexed to this agreement it/they shall also constitute a part of this agreement, and shall be signed by all parties to this contract.  
 The agreement of the ARTIST to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

BY: X  4/19/13  
 SIGNATURE OF PURCHASER  
 Dan Joyce - Public Affairs Manager  
 City of Costa Mesa  
 CEO Office, 5th Floor 77 Fair Drive  
 Costa Mesa, CA 92628  
 Phone: (714) 754-5667 Fax: (714) 754-5330

BY: X   
 SIGNATURE OF ARTIST REPRESENTATIVE  
 c/o Ground Control Touring  
 20 Jay St., Suite 826  
 Brooklyn, NY 11201  
 Phone: 718.218.8203  
 Fax: 718.218.8205

**EXPENSES**

ARTIST: Beach Fossils  
 DATE(S): Sun Jun 30th, 2013

BILLING: Festival

VENUE: City of Costa Mesa's 60-Year Anniversary  
 ADDRESS: 77 Fair Dr  
 Costa Mesa, CA 92626

AGES: All Ages  
 CAPACITY: 5000

TICKETS:	Quantity	Comps/Kills	Type	Adv/Dos	Total
	5000		General Admission	\$25.00/\$25.00	\$125,000.00
				Gross Potential	\$125,000.00
				Adjusted Gross Ptnl	\$125,000.00
				Gross Ptnl After Taxes & Fees	\$125,000.00

TERMS: Guarantee - \$11,000.00 Flat  
 Plus: Hotel, ground transportation, and backline.

FIXED EXPENSES:	
ADVERT:	
ASCBMISSC:	
BACKLINE:	
BARRIC:	
BOXOFF:	
BRNDTRNS:	
CATER:	
CHRRNT:	
CLEANUP:	
DAMAGE:	
DRRMS:	
ELECPWR:	
EQPRNT:	
FOH/MONITOR:	
FIREMN:	
FORKLIFT:	
FURNTR:	
HSEEXP:	
INSUR:	
LIGHT TEK:	
LOADERS:	
MEDIC:	
MISC:	
MONTRS:	
PARKING:	
PATTX:	
PERMITS:	\$475.00
PHONE:	
PIANO:	
POLICE:	
PRODTECH:	
PRODUCTION:	\$25,000.00
PTUNER:	
RENT:	
RIGGERS:	
RUNNER:	
S&L:	\$1,500.00
SECPVT:	\$5,000.00
SECT-SHT:	
SETUP:	
SOUND:	
SPOTOP:	
SPOTS:	
STAFF:	
STAGE:	
STGHNDS:	
STGMGR:	
TKTPRNT:	
TKTSELL:	
TKTTAKE:	
TOWELS:	
USHERS:	
UTILITIES:	
<b>SUBTOTAL:</b>	<b>\$31,975.00</b>

ARTIST GUARANTEE(S):	
Beach Fossils:	\$11,000.00

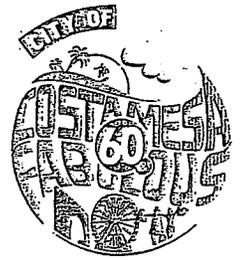
VARIABLES:

TOTALS:	
TOTAL GUARANTEE(S):	\$11,000.00
TOTAL VARIABLES:	\$0.00
TOTAL FIXED EXP:	\$31,975.00
BREAK EVEN:	\$42,975.00
BREAK EVEN UNITS:	1,719
BREAK EVEN %:	34.38%

DEAL CALCULATIONS:	
PRMTR PROFIT %:	
PRMTR PROFIT \$:	\$0.00
WLKOUT PTNTL \$:	\$11,000.00
WLKOUT PTNTL %:	8.8%

THE EXPENSES ABOVE ARE ESTIMATED AMOUNTS FOR USE IN DEAL CALCULATIONS. SETTLEMENT WILL BE BASED ON ACTUAL DOCUMENTED EXPENSES.

PLEASE STOP  
WHILE YOU  
CELEBRATE IT



May 14, 2013

Stephanie Green  
Ground Control Touring  
20 Jay Street, Ste. 826  
Brooklyn, NY 11201

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract #22954, Beach Fossils

Dear Ms. Green:

Please find enclosed two duplicate original agreements of Contract #22954 for Beach Fossils, and a deposit check in the amount of \$1,100. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

Thank you.

Sincerely,

Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (3)

cc: Roland Barrera, SUN Grp, LLC  
Dan Joyce, City of Costa Mesa ✓

## CORDON, CHRISTINE

---

**From:** Nicole Roeder / Ground Control Touring [nicole@groundcontroltouring.com]  
**Sent:** Friday, June 21, 2013 9:04 AM  
**To:** CORDON, CHRISTINE  
**Cc:** Stephanie/Ground Control; Erin Blake  
**Subject:** Re: Beach Fossils - Costa Mesa / Ground Transportation  
Monday is ideal, as we are not in the office tomorrow. No problem and thank you.

On Jun 21, 2013, at 12:01 PM, CORDON, CHRISTINE wrote:

I checked our mail room and it did NOT get picked up yet :X And I apologize, I was out of the office most of Wednesday and yesterday to check. Is it too late if it gets out today for delivery tomorrow/Monday?

--Christine

---

**From:** Nicole Roeder / Ground Control Touring [mailto:nicole@groundcontroltouring.com]  
**Sent:** Friday, June 21, 2013 8:26 AM  
**To:** CORDON, CHRISTINE  
**Cc:** Stephanie/Ground Control; Erin Blake  
**Subject:** Re: Beach Fossils - Costa Mesa / Ground Transportation

Christine,

As of yesterday we hadn't gotten this, can you confirm it went out on the 18th?

Thanks,  
Nicole

On Jun 18, 2013, at 4:53 PM, Stephanie/Ground Control wrote:

Thats fine. You can send along with Beach Fossils.

On Jun 18, 2013, at 4:49 PM, Nicole Roeder / Ground Control Touring wrote:

Hi Christine,

Most likely, but I'll let Steph in our office confirm. She's handling Adam & Binki.

Steph, will you let her know?

Thanks!

On Jun 18, 2013, at 3:43 PM, CORDON, CHRISTINE wrote:

Do you need the check for Adam Green/Binki Shapiro, too? It has already been cut but to Ground Control Touring.

--Christine

---

**From:** Nicole Roeder / Ground Control Touring [mailto:[nicole@groundcontroltouring.com](mailto:nicole@groundcontroltouring.com)]  
**Sent:** Tuesday, June 18, 2013 10:59 AM  
**To:** CORDON, CHRISTINE  
**Cc:** Erin Blake; John Chavez  
**Subject:** Re: Beach Fossils - Costa Mesa / Ground Transportation

Great. Thank you!

On Jun 18, 2013, at 12:16 PM, CORDON, CHRISTINE wrote:

Perfect. It will go out via FedEx Standard Overnight today

Sent from my iPhone

On Jun 18, 2013, at 7:44 AM, "Nicole Roeder / Ground Control Touring" <[nicole@groundcontroltouring.com](mailto:nicole@groundcontroltouring.com)> wrote:

Yes. Can you go ahead and send the check now and we'll settle with the band immediately following the performance?

Thanks,  
Nicole

On Jun 17, 2013, at 9:25 PM, CORDON, CHRISTINE wrote:

I'm not sure if I can get a new check cut in time. Would it work if I forward you the check and you can cut a check to them? Just looking all the options because I definitely don't want to delay any payments :D

--Christine

---

**From:** Nicole Roeder / Ground Control Touring [mailto:[nicole@groundcontroltouring.com](mailto:nicole@groundcontroltouring.com)]  
**Sent:** Monday, June 17, 2013 12:31 PM  
**To:** CORDON, CHRISTINE  
**Cc:** 'Roland Barrera'; JOYCE, DAN; Erin Blake; John Chavez / Ground Control Touring  
**Subject:** Re: Beach Fossils - Costa Mesa / Ground Transportation

OK, that's fine! Would you be able to cut a new check made out to Beach Fossils rather than Ground Control Touring in time for the performance?

Thanks!

Mario Efrain Cotto

Mario Efrain Cotto

Check Date: 07/26/2013

Check No. 0173672

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
60th Event-Mario Cotto DJ	07/17/2013	00295130	200.00	0.00	200.00

Vendor Number 0000021916	Vendor Name Mario Efrain Cotto	Total Discounts \$0.00
Check Number 0173672	Date 07/26/2013	Total Amount \$200.00
		Discounts Taken \$0.00
		Total Paid Amount \$200.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0173672

Void After 90 Days

Date 07/26/2013

Pay Amount \$200.00\*\*\*

Pay \*\*\*\*TWO HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The **MARIO EFRAIN COTTO**  
 Order of  
 LOS ANGELES, CA 90004



297120 1124

# COSTA MESA COMMUNITY FOUNDATION

12/13

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: July 17, 2013

Amount: \$200

Christine Cordon  
Print Name

Committee Secretary  
Title

*Christine*  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

*Mike Scheafer*  
Signature  
*for Mike Scheafer*

Payee: Mario Efrain Cotto

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Los Angeles, CA 90004

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Description: (Please initial invoice and attach)

Mario Cotto DJ Set 60<sup>th</sup> Anniversary Celebration

FINANCE DEPARTMENT  
13 JUL 19 PM 2:34  
CITY OF COSTA MESA  
CALIFORNIA

Mail to: Mario Efrain Cotto

Address: \_\_\_\_\_

City, State, Zip: Los Angeles, CA 90004

### Staff Approval:

Christine Cordon  
Print Name

Special Events Coordinator  
Title

*Christine*  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

*Dan Joyce*  
Signature

### City of Costa Mesa Finance Department Approval:

*[Signature]*  
Signature

\_\_\_\_\_  
Date



Martin Torrez

Martin Torrez  
 Check No. 0173099  
 Check Date: 06/28/2013

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
Full Pymnt-M Vidal 6/30/13	05/21/2013	00294099	159.00	0.00	150.00
Band: Maritin Vidal 6/30/13					

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
*Alu R for Ua*  
 SIGNATURE  
 6/28/13  
 DATE

Vendor Number 0000021851	Vendor Name Martin Torrez	Total Amount \$150.00	Total Discounts \$0.00	Discounts Taken \$0.00	Total Paid Amount \$150.00
Check Number 0173099	Date 06/28/2013				

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0173099

Void After 90 Days

Date 06/28/2013

Pay Amount \$150.00\*\*\*

Pay \*\*\*\*ONE HUNDRED FIFTY AND XX / 100 US DOLLAR\*\*\*\*

To The Order of  
 MARTIN TORREZ  
 LOS ANGELES, CA 90036



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 26 AM 10:05

CITY OF COSTA MESA  
CALIFORNIA

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 25, 2013

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

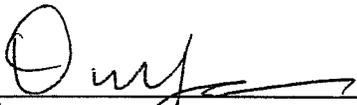
Amount: \$150

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature

Payee: Martin Torrez

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Los Angeles, CA 90036

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: martinvidalproductions@gmail.com

### Description: (Please initial invoice and attach)

\$150 flat guarantee for Martin Torrez/Martin Vidal @ 60<sup>th</sup> Anniversary Celebration

Mail to: Martin Torrez

Address: \_\_\_\_\_

City, State, Zip: Los Angeles, CA 90036

### Staff Approval:

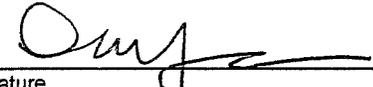
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

\_\_\_\_\_  
Date



1762 Kenwood Place - H

Costa Mesa, Ca 92627

714.290.0375

### TheSUNgrp, LLC Artist Agreement

Agreement made and entered into the date of May 21, 2013 by and between *Martin Torrez/Martin Vidal* (hereinafter referred to as Artist) and *TheSUNgrp, LLC* (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Martin Vidal

VENUE: Costa Mesa City Hall, Costa Mesa, Ca

PRODUCTION: Justin Ruiz /Mike Diocson-

SHOWDATE: Sunday June 30<sup>th</sup>, 2013

TICKETS:

Description	Quantity	Comps	Price	Deductions	GP
Guestlist	10,000	2	\$0	\$0,000.00	\$0,000.00

Total Shows: 1

0

Gross Potential: \$120,000

Facilities Ticket Surcharge: 0

Adjusted Gross Potential: N/A

TERMS: 150.00 US Dollars (US\$) guarantee paid to Artist.

Flat guarantee paid to Artist.

ADDITIONAL PROVISIONS:

Purchaser agrees to provide in house (sound & Lights)

Purchaser shall provide any and all rider requirements as per Artist's specifications and approval, at no extra cost to Artist, beyond those detailed in the attached Contract Expense Sheet.

#### Contract Due to TheSUNgrp, LLC by 6/1/2013

EVENT SPECIFICS:

FRIDAY, JUNE 30<sup>th</sup>, 2013 6:00PM SET TIME

Doors Open: 12:00pm Show Time: 4:00 p.m. Onstage Time: 4:00 p.m. Curfew: 11pm Age Limit:21+

Notes: Artist Must Promote/Share This Events Links On All Artists' Social Media Channels. Failure to do so may

void this contract and subject to non-payment.

MERCHANDIZING: N/A

OTHER ARTIST(S) PAID BY PROMOTER:

All Local Talent

0% Special Guest

US Dollar (US\$) - N/A

PAYMENTS:

\$150 US Dollar (US\$) Due to the Artist/Agency by certified check/cashier check only due by: 6/30/13

100% Payment with any applicable overage in cash/cashiers check due night of show to artist before the contracted performance time advanced herein.

Signing Details:

Name (Purchaser)

Name (Artist)

Martin Torrez

6/22/13

Date

6/4/13

Date

# Matthew Hill

Matthew Hill

Check Date: 06/28/2013

Check No. 0173100

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
Full Pymnt-Albert Candy 6/ Albert Candy 6/28/13	06/04/2013	00294097	150.00	0.00	150.00

Vendor Number 0000021853	Vendor Name Matthew Hill	Total Discounts \$0.00	Total Amount \$150.00	Discounts Taken \$0.00	Total Paid Amount \$150.00
Check Number 0173100	Date 06/28/2013				

I ACKNOWLEDGE RECEIPT OF  
WARRANT NUMBER \_\_\_\_\_  
*Matthew Hill*  
\_\_\_\_\_  
SIGNATURE  
06/28/13  
\_\_\_\_\_  
DATE

CITY OF COSTA MESA  
77 Fair Dr  
Costa Mesa, CA 92626

BANK OF AMERICA  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0173100

Void After 90 Days

Date 06/28/2013

Pay Amount \$150.00\*\*\*

Pay \*\*\*\*\*ONE HUNDRED FIFTY AND XX / 100 US DOLLAR\*\*\*\*\*

To The Order of  
MATTHEW HILL  
SAN CLEMENTE, CA 92672



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 26 AM 10:05

CITY OF COSTA MESA  
CALIFORNIA

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 25, 2013

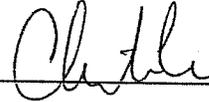
### Submitted by:

Amount: \$150

Christine Cordon  
Print Name

Committee Secretary  
Title

Signature

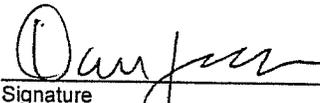


### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

Signature



*for Mike Scheafer*

Payee: Matthew Hill

Account No.: 217137-705

Address:

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: San Clemente, CA 92672

Payee Tax ID No.

Telephone Number:

E-Mail Address: albertcandymusic@gmail.com

### Description: (Please initial invoice and attach)

\$150 flat guarantee for Albert Candy @ 60<sup>th</sup> Anniversary Celebration

Mail to: Matthew Hill

Address: \_\_\_\_\_

City, State, Zip: San Clemente, CA 92672

### Staff Approval:

Christine Cordon  
Print Name

Special Events Coordinator  
Title

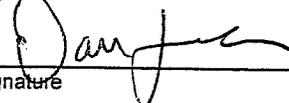
Signature



Dan Joyce  
Print Name

Public Affairs Manager  
Title

Signature



### City of Costa Mesa Finance Department Approval:

Signature



Date



1762 Kenwood Place - H  
Costa Mesa, Ca 92627  
714.290.0375

### TheSUNgrp, LLC Artist Agreement

Agreement made and entered into the date of JUNE 4th, 2013 by and between *Chris Hill/Albert Candy (hereinafter referred to as Artist)* and *TheSUNgrp, LLC (hereinafter referred to as Purchaser)*. It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Albert Candy

VENUE: Costa Mesa City Hall, Costa Mesa, Ca

PRODUCTION: Justin Ruiz /Mike Diocson-

SHOWDATE: Friday June 28<sup>th</sup>, 2013

TICKETS:

Description	Quantity	Comps	Price	Deductions	GP
Guestlist	10,000	4	\$0	\$0,000.00	\$0,000.00
Total Shows: 1		0			Gross Potential: \$120,000
Facilities Ticket Surcharge: 0					Adjusted Gross Potential: N/A

TERMS: 150.00 US Dollars (US\$) guarantee paid to Artist.  
Flat guarantee paid to Artist.

ADDITIONAL PROVISIONS:

Purchaser agrees to provide in house (sound & Lights)

~~Purchaser shall provide any and all rider requirements as per Artist's specifications and approval, at no extra cost to Artist, beyond those detailed in the attached Contract Expense Sheet.~~

#### Contract Due to TheSUNgrp, LLC by 6/10/2013

EVENT SPECIFICS:

Sunday, JUNE 30<sup>th</sup>, 2013 2:00PM SET TIME (DJ set On Red Bull Bus) + Main Stage 30 min

Doors Open: 12:00pm Show Time: 1:00 p.m. Onstage Time: 1:45 p.m. Curfew: 9pm Age Limit: All Ages+

Notes: Artist Must Promote/Share This Events Links On All Artists' Social Media Channels. Failure to do so may

void this contract and subject to non-payment.

MERCHANDIZING: N/A

OTHER ARTIST(S) PAID BY PROMOTER:

All Local Talent

0% Special Guest

US Dollar (US\$) - N/A

PAYMENTS:

**\$150 US Dollar (US\$) Due to the Artist/Agency by certified check/cashier check only due by: 6/30/13**

**100% Payment with any applicable overage in cash/cashiers check due night of show to artist before the contracted performance time advanced herein.**

Signing Details:

Name (Purchaser)	<i>Albert Candy (OC DJ productions) owner Matthew Hill</i>	Date	<i>6/19/13</i>
Name (Artist)	<i>Matthew Hill</i>	Date	

Micah Christopher Brown

Micah Christopher Brown

Check Date: 06/28/2013

Check No. 0173104

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
Full Pymnt-M Brown 6/28/1	05/21/2013	00294094	600.00	0.00	600.00
<i>Band: Micah Brown 6/28/13</i>					

**I ACKNOWLEDGE RECEIPT OF**

**WARRANT NUMBER** \_\_\_\_\_

*Alvin K for C. Ian*

SIGNATURE

*6/28/13*

DATE

<b>Vendor Number</b> 0000021859	<b>Vendor Name</b> Micah Christopher Brown	<b>Total Discounts</b> \$0.00
<b>Check Number</b> 0173104	<b>Date</b> 06/28/2013	<b>Total Amount</b> \$600.00
		<b>Discounts Taken</b> \$0.00
		<b>Total Paid Amount</b> \$600.00

CITY OF COSTA MESA  
77 Fair Dr  
Costa Mesa, CA 92626

BANK OF AMERICA  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0173104

Void After 90 Days

Date 06/28/2013

Pay Amount \$600.00\*\*\*

Pay \*\*\*\*SIX HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The Order of MICAH CHRISTOPHER BROWN  
COSTA MESA, CA 92627



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 26 AM 10:05

CITY OF COSTA MESA  
CALIFORNIA

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

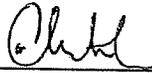
Date: June 25, 2013

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

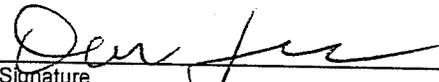
Amount: \$600

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
*fw Mike Scheafer*

Payee: Micah Christopher Brown

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Costa Mesa, CA 92627

Payee Tax ID No. \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: micahbrownmusic@icloud.com

### Description: (Please initial invoice and attach)

\$600 flat guarantee for Micah Brown @ 60<sup>th</sup> Anniversary Celebration

Mail to: Micah Brown

Address: \_\_\_\_\_

City, State, Zip: Costa Mesa, CA 92627

### Staff Approval:

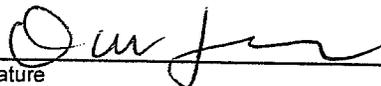
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

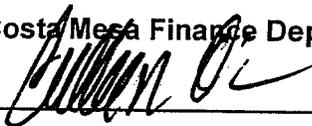
Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

Signature



Date



1762 Kenwood Place - H  
Costa Mesa, Ca 92627  
714.290.0375

### TheSUNgrp, LLC Artist Agreement

Agreement made and entered into the date of May 21, 2013 by and between *Micah Brown* (hereinafter referred to as Artist) and *TheSUNgrp, LLC* (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Micah Brown

VENUE: Costa Mesa City Hall, Costa Mesa, Ca

PRODUCTION: Ian Ingram - Mike Diocson

SHOWDATE: Friday June 28<sup>th</sup>, 2013

TICKETS:

Description	Quantity	Comps	Price	Deductions	GP
Guestlist	10,000	2	\$0	\$0,000.00	\$0,000.00
Total Shows: 1		0			Gross Potential: \$120,000
Facilities Ticket Surcharge: 0					Adjusted Gross Potential: N/A

TERMS: 600.00 US Dollars (US\$) guarantee paid to Artist.  
Flat guarantee paid to Artist.

ADDITIONAL PROVISIONS:

Purchaser agrees to provide in house (sound & Lights)

Purchaser shall provide any and all rider requirements as per Artist's specifications and approval, at no extra cost to Artist, beyond those detailed in the attached Contract Expense Sheet.

### Contract Due to TheSUNgrp, LLC by 6/1/2013

EVENT SPECIFICS:

FRIDAY, JUNE 28<sup>th</sup>, 2013 6:00PM SET TIME

Doors Open: 5:00pm Show Time: 6pm Onstage Time: Per Advance Curfew: 11pm Age Limit: 21+

Notes: Artist Must Promote/Share This Events Links On All Artists' Social Media Channels. Failure to do so may

void this contract and subject to non-payment.

MERCHANDIZING: N/A

OTHER ARTIST(S) PAID BY PROMOTER:

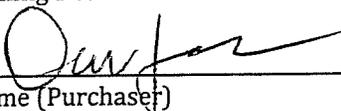
All Local Talent 0% Special Guest US Dollar (US\$) - N/A

PAYMENTS:

\$600 US Dollar (US\$) Due to the Artist/Agency by certified check/cashier check only due by: 6/28/13

100% Payment with any applicable overage in cash/cashiers check due night of show to artist before the contracted performance time advanced herein.

Signing Details:

  
Name (Purchaser)

6/26/13  
Date

Name (Artist)

Date

# Moonsville Records



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 19 AM 9:51

CITY OF COSTA MESA  
CALIFORNIA

293385  
6/20

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 18, 2013

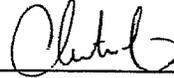
#~~21~~808

Amount: \$500

### Submitted by:

Christine Cordon  
Print Name

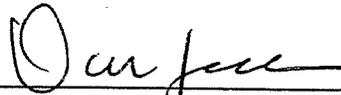
Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
*For Mike Scheafer*

Payee: Moonsville Records

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Whittier, CA 90604

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: moonvillecollective@gmail.com

### Description: (Please initial invoice and attach)

\$500 flat guarantee for Moonsville Collective @ 60<sup>th</sup> Anniversary Celebration

Mail to: Moonsville Records c/o Corey Adams

Address: \_\_\_\_\_

City, State, Zip: Whittier, CA 90604

### Staff Approval:

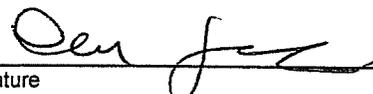
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

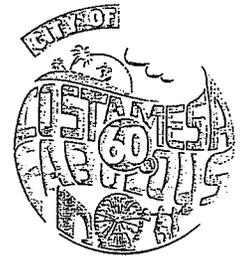
### City of Costa Mesa Finance Department Approval:

Signature



Date

THE HISTORY  
WHILE YOU  
CELEBRATE IT



June 21, 2013

Moonsville Records

Whittier, CA 90604

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract for Moonsville Collective

Dear Artist:

Please find enclosed a duplicate original agreement of the contract for Moonsville Collective on June 29, 2013, and a check for the full guarantee in the amount of \$500 made payable to Moonsville Records.

Thank you.

Sincerely,

**Christine Cordon**  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

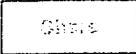
Enclosures (2)

cc: Roland Barrera, TheSUNgrp, LLC

# SUN\_Moonsville 6.29.13 Contract.pdf

Add to Drive

Download original



File View Help

Sign the document

DATE: Saturday June 29th, 2013

Description	Quantity	Comps	Price	Deductions	GP
Guestlist	10,000	6	\$0	\$0,000.00	\$0,000.00
Rows: 1		0			Gross Potential: \$120,000
Rows Ticket Surcharge: 0					Adjusted Gross Potential: N/A

500.00 US Dollars (US\$) guarantee paid to Artist.  
 Flat guarantee paid to Artist.  
**GENERAL PROVISIONS:**  
 Purchaser agrees to provide in house (sound & lights).  
 Purchaser shall provide any and all rider requirements as per Artist's specifications and approval, at no extra cost to artist, beyond those detailed in the attached Contract Expense Sheet.

Contract Due to TheSUNgrp, LLC by 6/10/2013

**SPECIFICS:**

Saturday, JUNE 29th, 2013 4:00PM SET TIME  
 Doors Open: 3:00pm Show Time: 3:00 p.m. Onstage Time: 3:45 p.m. Curfew: 11pm Age Limit: All Ages -  
 Note: Artist Must Promote/Share This Events Links On All Artists' Social Media Channels. Failure to do so may  
 contract and subject to non-payment.

**LOADING: N/A**  
**ARTIST(S) PAID BY PROMOTER:**  
 All Local Talent 0% Special Guest US Dollar (US\$) - N/A

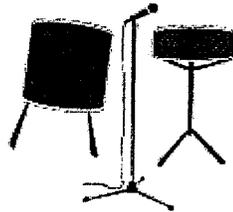
**SETS:**  
 \$500 US Dollar (US\$) Due to the Artist/Agency by certified check/cashier check only due by:  
 6/29/13  
 100% Payment with any applicable overage in cash/cashiers check due night of show to artist  
 before the contracted performance time advanced herein.

Details:  
 \_\_\_\_\_ Date: 6/25/13  
 Purchaser: *Chris Lewis for Dan Joyce*  
 \_\_\_\_\_ Date: 6/8/13  
 Artist: *[Signature]*  
 \_\_\_\_\_ Date:

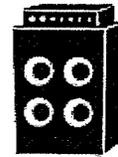
# Moonsville Collective - OC Fair

Overall:  
3 Vocal Mic  
4 D.I.  
1 Amp Mic  
1 Drum Mic

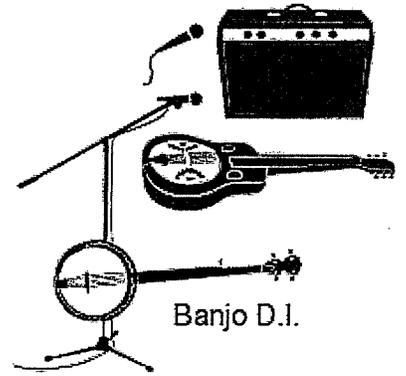
1 Drum Mic



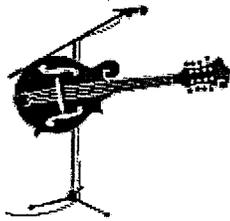
L/O xlr



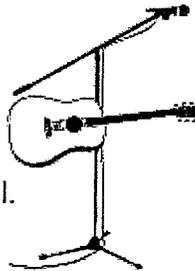
Amp Mic



D.I.



D.I.

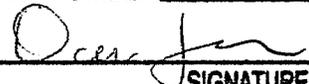


Banjo D.I.

AUDIENCE

# Paradigm Talent

Paradigm Talent Agency

Check Date: 06/07/2013			Check No. 0172374		
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
Full Pymnt-Contract #8939	04/24/2013	00292790	3,000.00	0.00	3,000.00
Band: Little Hurricane 6/28/13					
<div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> <p style="text-align: center;"><b>I ACKNOWLEDGE RECEIPT OF</b></p> <p style="text-align: center;"><b>WARRANT NUMBER</b> _____</p> <p style="text-align: center;">               _____              SIGNATURE         </p> <p style="text-align: center;">             6/7/13              _____              DATE         </p> </div>					
Vendor Number 0000021765		Vendor Name Paradigm Talent Agency	Total Amount \$3,000.00	Total Discounts \$0.00	Total Paid Amount \$3,000.00
Check Number 0172374	Date 06/07/2013			Discounts Taken \$0.00	

CITY OF COSTA MESA  
77 Fair Dr  
Costa Mesa, CA 92626

BANK OF AMERICA  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0172374

Void After 90 Days

Date 06/07/2013

Pay Amount \$3,000.00\*\*\*

Pay \*\*\*\*THREE THOUSAND AND XX / 100 US DOLLAR\*\*\*\*

To The Order of  
PARADIGM TALENT AGENCY  
MONTEREY, CA 93940



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

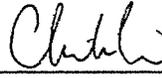
Date: June 4, 2013

Amount: \$3,000

### Submitted by:

Christine Cordon  
Print Name

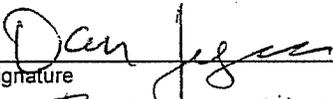
Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
For Mike Scheafer  
Signature

Payee: Paradigm Talent Agency

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Monterey, CA 93940

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Description: (Please initial invoice and attach)

\$3,000 flat guarantee for Little Hurricane @ 60<sup>th</sup> Anniversary Celebration; Contract #8939

Mail to: Paradigm Talent Agency

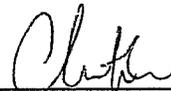
Address: \_\_\_\_\_

City, State, Zip: Monterey, CA 93940

### Staff Approval:

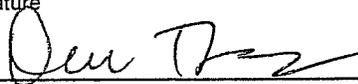
Christine Cordon  
Print Name

Special Events Coordinator  
Title

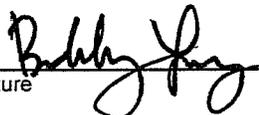
  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

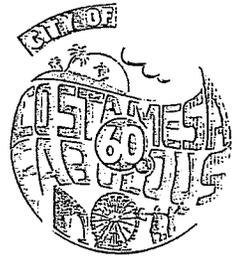
  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

6/6/13  
Date

THE HISTORY  
WHILE YOU  
CELEBRATE IT



June 6, 2013

Casey Smith  
Paradigm Talent Agency  
404 West Franklin Street  
Monterey CA 93940

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract #8939, Little Hurricane

Dear Mr. Smith:

Please find enclosed two duplicate original agreements of Contract #8939 for Little Hurricane, and a check for the flat guarantee in the full amount of \$3,000 paid to Paradigm. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. Thank you.

Sincerely,

Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, TheSUNgrp, LLC

292790  
6/6



404 WEST FRANKLIN ST.

MONTEREY, CA 93940

831-375-4889

831-375-2623 FAX

APR LIC# 006125 APR 24, 2013

LITTLE HURRICANE | City of Costa Mesa's 60-Year Anniversary | Costa Mesa, CA | Fri, Jun 28, 2013

Agent: Jackie Nalpan | JNalpan@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Wednesday, April 24, 2013 by and between LITTLE HURRICANE LLC F/S/O LITTLE HURRICANE ("ARTIST COMPANY"), which shall furnish the services of LITTLE HURRICANE ("ARTIST"), and THE SUN GRP, LLC ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement.

This Performance Contract between ARTIST 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 ARTIST COMPANY hereby agree as follows:

1. ENGAGEMENT / VENUE:

VENUE: City of Costa Mesa's 60-Year Anniversary

ADDRESS: 77 Fair Drive  
Costa Mesa, CA 92626  
United States

DATE OF SHOW(S): Friday, June 28, 2013

NO. OF SHOWS: 1

ARTIST TIME: 7:30PM

ANNOUNCE: 05.06.2013 Mon

ON SALE: 05.06.2013 Mon

AGES: All Ages

2. COMPENSATION:

\$ 3,000.00 guaranteed to ARTIST (the "Guarantee").  
Flat Guarantee.

3. PAYMENT TERMS:

PURCHASER shall pay a deposit in the amount of \$ 1,500.00 to PARADIGM TALENT AGENCY no later than Tuesday, May 28, 2013. All deposits shall be payable by either bank wire to:

Or by cashier's or certified check payable to PARADIGM ESCROW ACCOUNT and delivered to Paradigm Talent Agency at:  
404 West Franklin St.  
Monterey, CA 93940

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.

4. PRODUCTION:

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

5. BILLING:

100% Festival  
LITTLE HURRICANE to perform/Other Acts: (TBA)/

6. TICKET SCALING AND PRICES:

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL
General Admission	5,000		25.00	125,000.00
CAP: 5,000	TOTALS:	5,000	0	\$ 125,000.00 GROSS POTENTIAL
SCALING NOTES	LITTLE HURRICANE to receive (10) COMPS.			

126

**LITTLE HURRICANE | City of Costa Mesa's 60-Year Anniversary | Costa Mesa, CA | Fri, Jun 28, 2013**

Agent: Jackie Nalpant | JNalpant@paradigmagency.com

**7. MERCHANDISE:**

90% to ARTIST.  
ARTIST Sells, must apply for business license with The City of Costa Mesa.

**8. CONTACT DETAILS:**

**ARTIST:** **LITTLE HURRICANE**  
Little Hurricane LLC f/s/o Little Hurricane  
C3 Management  
300 West Sixth Street Suite 2100  
Austin, TX 2100  
512-478-7211

**PURCHASER:** **The SUN Grp, LLC**  
1762 Kenwood Place, Suite H  
Costa Mesa, CA 92627  
714-290-0375  
roland@sophisticatesunited.com  
**Roland Barrera**  
714-290-0375  
roland@sophisticatesunited.com

**OTHER PARTIES:** **City of Costa Mesa**  
CEO Office, 5th Floor  
77 Fair Drive  
Costa Mesa, CA 92628  
**Dan Joyce**  
714-754-5667  
dan.joyce@costamesaca.gov

**9. ATTACHMENTS:**

PURCHASER shall fully comply with and abide by all of the terms and conditions set forth in ARTIST'S RIDER, attached hereto and incorporated herein by this reference, at PURCHASER's sole cost.

The ADDITIONAL TERMS 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.

**PURCHASER**

Dan Joyce  
City of Costa Mesa  
CEO Office, 5th Floor  
77 Fair Drive  
Costa Mesa, CA 92628  
E-Mail Contract To: roland@sophisticatesunited.com

By Dan Joyce

Its Public Affairs manager

By [Signature]  
Its ASST CEO

**ARTIST**

Meghan Allen  
Little Hurricane LLC f/s/o Little Hurricane  
C3 Management  
300 West Sixth Street Suite 2100  
Austin, TX 2100  
512-478-7211  
FID:

By Meghan E. Allen

Its Manager

**JOYCE, DAN**

---

**From:** Roland Barrera <roland@sophisticatesunited.com>  
**Sent:** Tuesday, May 07, 2013 11:19 AM  
**To:** JOYCE, DAN  
**Subject:** Fwd: REVISED CONTRACT: LITTLE HURRICANE - City of Costa Mesa's 60-Year Anniversary - 6/28/13  
**Attachments:** Contract 8939\_V3.pdf  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Roland Barrera  
Director Of Operations  
714.290.0375  
TheSUNgrp, LLC

[www.sophisticatesunited.com](http://www.sophisticatesunited.com), [www.facebook.com/thesungroup](http://www.facebook.com/thesungroup)

The information in this email is confidential. It is intended only for the use of the individuals or entities named above. You are hereby notified that if you are not the intended recipient, or employee or agent responsible for delivering it to the intended recipient, any use, dissemination, distribution or copying of the information in this email is strictly prohibited. If you receive this email in error, please notify us immediately by telephone and return the original by mail. Thank you.

Begin forwarded message:

**From:** Cindy Markle <CMarkle@paradigmagency.com>  
**Subject:** REVISED CONTRACT: LITTLE HURRICANE - City of Costa Mesa's 60-Year Anniversary - 6/28/13  
**Date:** May 7, 2013 10:57:36 AM PDT  
**To:** "roland@sophisticatesunited.com" <roland@sophisticatesunited.com>

Please see the attached contract, W-9 and rider.

**Return signed contracts and riders to: CASEY SMITH**  
email: CHSmith@paradigmagency.com  
mail: 404 West Franklin Street, Monterey CA 93940  
fax: 831.375.2623

Thank You,

**Cindy Markle**  
Contracts/Riders/Publicity  
**PARADIGM**

404 West Franklin Street  
Monterey, CA 93940  
T: 831-375-4889

This message contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. Email transmission cannot be guaranteed to be secure or error-free, as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender, therefore, does not accept liability for any errors or omissions in the contents of this message which arise as a result of email transmission. If verification is required, please request a hard-copy version.



## 2013 Advance Packet

TOUR MANAGER: Celeste Spina 619-325-9929 cc@littlehurricanemusic.com

MANAGER: Meghan Allen 512.577.0096 mallen@c3presents.com

AGENT: Jackie Nal pant 831.375.4889 jnalpant@paradigmagency.com



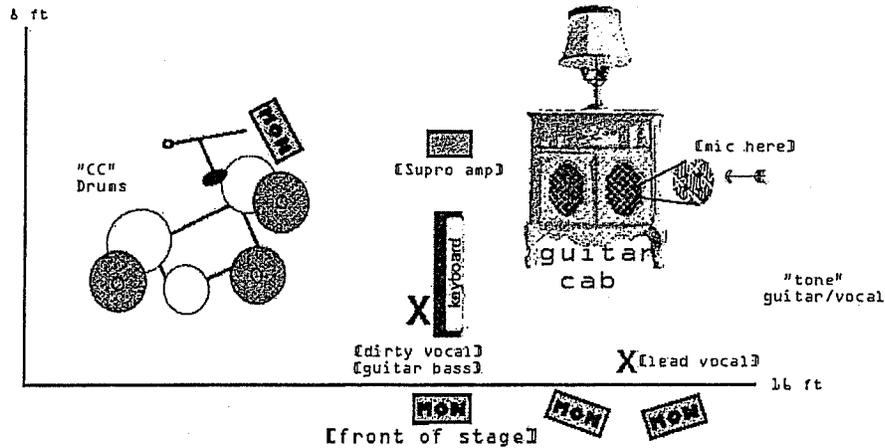
### Hospitality Rider

- 1.) (12) room temp bottled water
- 2.) (4) clean white hand towels
- 3.) (6) Beer (local IPA or Pale ale)
- 4.) (1) bottle of Red wine (cab sav or pinot noir)
- 5.) Fresh hot coffee available
- 6.) Fresh Whole Fruit and Berries
- 7.) Chips and Salsa (spicy organic salsa tastes better)
- 8.) Hummus and Pita chips
- 9.) Gum or breath mints



Spring 2013 Input list / stage plot

contact: lilhurry@gmail.com



- 1.) Kick
- 2.) Snare
- 3.) Hat
- 4.) Rack
- 5.) Floor
- 6.) OH (stereo preferred)
- 7.) SPD (1/4inch output - please drop DI by drums)
- 8.) Guitar Bass Direct XLR (for FOH subs only)
- 9.) Guitar amp (sm57)
- 10.) Dirty Vocal (we supply mic/stand)
- 11.) Lead Vocal (we supply mic/stand road gigs only)
- 12.) Drum Vocal
- 13.) Supro amp (guitar / mandolin)
- 14.) ~~Keyboard~~ (not used - table for slide guitar)

\*\* guitar sound is blend of ch. 8, 9, and 13  
 8= bass (FOH), 9= main guitar sound, 13= more fuzz

monitors: "CC" and "tone" need Kick / GTR(9) / all vocals / SPD to start

# Pinch Me Band

Pinch Me Band

Check Date: 06/28/2013

Check No. 0173129

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
Full Pymnt-Pinch Me Band	06/04/2013	00294096	600.00	0.00	600.00
<i>Band: Pinch Me Band 6/28/13</i>					

**I ACKNOWLEDGE RECEIPT OF**

**WARRANT NUMBER** \_\_\_\_\_

*[Signature]*

**SIGNATURE**

*6/28/13*

**DATE**

<b>Vendor Number</b> 0000021855	<b>Vendor Name</b> Pinch Me Band	<b>Total Discounts</b> \$0.00
<b>Check Number</b> 0173129	<b>Date</b> 06/28/2013	<b>Total Amount</b> \$600.00
		<b>Discounts Taken</b> \$0.00
		<b>Total Paid Amount</b> \$600.00

**CITY OF COSTA MESA**  
77 Fair Dr  
Costa Mesa, CA 92626

**BANK OF AMERICA**  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0173129

Void After 90 Days

Date 06/28/2013

Pay Amount \$600.00\*\*\*

Pay \*\*\*\*SIX HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The Order of **PINCH ME BAND**  
NEWPORT BEACH, CA 92660



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 26 AM 10:05

CITY OF COSTA MESA  
CALIFORNIA

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 25, 2013

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

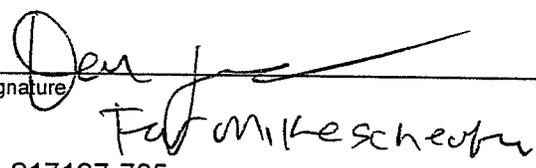
Amount: \$600

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature

Payee: Pinch Me Band

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Newport Beach, CA 92660

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: pinchmeband@gmail.com

### Description: (Please initial invoice and attach)

\$600 flat guarantee for Pinch Me Band @ 60<sup>th</sup> Anniversary Celebration

Mail to: Pure Elements, Inc. dba Pinch Me Band

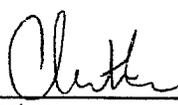
Address: 2927 Carob Street

City, State, Zip: Newport Beach, CA 92660

### Staff Approval:

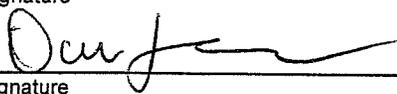
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

\_\_\_\_\_  
Date



1762 Kenwood Place - H  
 Costa Mesa, Ca 92627  
 714.290.0375

**TheSUNgrp, LLC Artist Agreement**

Agreement made and entered into the date of JUNE 4th, 2013 by and between *Rick Alen/Pinch Me Band* (hereinafter referred to as Artist) and *TheSUNgrp, LLC* (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Pinch Me Band

VENUE: Costa Mesa City Hall, Costa Mesa, Ca

PRODUCTION: Juan Casas /Mike Diocson

SHOWDATE: Friday June 28<sup>th</sup>, 2013

TICKETS:

Description	Quantity	Comps	Price	Deductions	GP
Guestlist	10,000	10	\$0	\$0,000.00	\$0,000.00
Total Shows: 1			0	Gross Potential: \$120,000	
Facilities Ticket Surcharge: 0				Adjusted Gross Potential: N/A	

TERMS: 600.00 US Dollars (US\$) guarantee paid to Artist.  
 Flat guarantee paid to Artist.

ADDITIONAL PROVISIONS:

Purchaser agrees to provide in house (sound & Lights)

Purchaser shall provide any and all rider requirements as per Artist's specifications and approval, at no extra cost to Artist, beyond those detailed in the attached Contract Expense Sheet.

**Contract Due to TheSUNgrp, LLC by 6/10/2013**

EVENT SPECIFICS:

FRIDAY, JUNE 28<sup>th</sup>, 2013 7:00PM SET TIME

Doors Open: 5:00pm Show Time: 8:00 p.m. Onstage Time: 9:20 p.m. Curfew: 11pm Age Limit: All Ages+

Notes: Artist Must Promote/Share This Events Links On All Artists' Social Media Channels. Failure to do so may void this contract and subject to non-payment.

MERCHANDIZING: N/A

OTHER ARTIST(S) PAID BY PROMOTER:

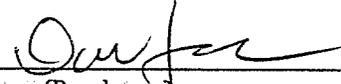
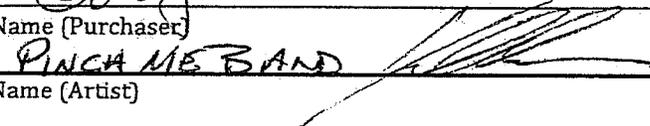
All Local Talent 0% Special Guest US Dollar (US\$) - N/A

PAYMENTS:

\$600 US Dollar (US\$) Due to the Artist/Agency by certified check/cashier check only due by: 6/28/13

100% Payment with any applicable overage in cash/cashiers check due night of show to artist before the contracted performance time advanced herein.

Signing Details:

  
 Name (Purchaser) \_\_\_\_\_ Date 6/26/13  
  
 Name (Artist) PINCH ME BAND \_\_\_\_\_ Date 6/25/13

# Richard Olivares

Richard Olivares

Check Date: 06/28/2013

Check No. 0173137

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
Full Pymnt-R Oliveras 6/29/	06/04/2013	0029409C	300.00	0.00	300.00
<i>Band: Richie Oliveras 6/29/13</i>					

**I ACKNOWLEDGE RECEIPT OF**

**WARRANT NUMBER** \_\_\_\_\_

*Richard Olivares*

SIGNATURE

06/28/13

DATE

<b>Vendor Number</b> 0000021860	<b>Vendor Name</b> Richard Olivares	<b>Total Discounts</b> \$0.00
<b>Check Number</b> 0173137	<b>Date</b> 06/28/2013	<b>Total Amount</b> \$300.00
		<b>Discounts Taken</b> \$0.00
		<b>Total Paid Amount</b> \$300.00

CITY OF COSTA MESA  
77 Fair Dr  
Costa Mesa, CA 92626

BANK OF AMERICA  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0173137

Void After 90 Days

Date 06/28/2013

Pay Amount \$300.00\*\*\*

Pay \*\*\*\*THREE HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The Order of **RICHARD OLIVARES**  
NEWPORT BEACH, CA 92663



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 26 AM 10:05

CITY OF COSTA MESA  
CALIFORNIA

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

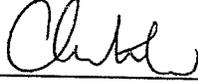
Date: June 25, 2013

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

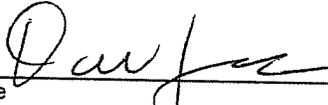
Amount: \$300

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature

For Mike Scheafer

Payee: Richard Olivares

Account No.: 217137-705

Address:                     

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Newport Beach, CA 92663

Payee Tax ID No.:                     

Telephone Number:                     

E-Mail Address:                     

### Description: (Please initial invoice and attach)

\$300 flat guarantee for Richie Olivares @ 60<sup>th</sup> Anniversary Celebration

Mail to: Richard Olivares

Address:                     

City, State, Zip: Newport Beach, CA 92663

### Staff Approval:

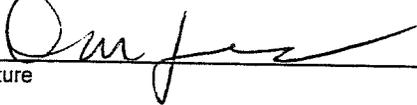
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

                      
Date



1762 Kenwood Place - H  
Costa Mesa, Ca 92627  
714.290.0375

### TheSUNgrp, LLC Artist Agreement

Agreement made and entered into the date of JUNE 4th, 2013 by and between *Richie Oliveras* (hereinafter referred to as Artist) and *TheSUNgrp, LLC* (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Richie Oliveras

VENUE: Costa Mesa City Hall, Costa Mesa, Ca

PRODUCTION: Justin Ruiz, Mike Diocson

SHOWDATE: Saturday June 29th, 2013

TICKETS:

Description	Quantity	Comps	Price	Deductions	GP
Guestlist	10,000	4	\$0	\$0,000.00	\$0,000.00

Total Shows: 1

0

Facilities Ticket Surcharge: 0

Gross Potential: \$120,000  
Adjusted Gross Potential: N/A

TERMS: 300.00 US Dollars (US\$) guarantee paid to Artist.

Flat guarantee paid to Artist.

ADDITIONAL PROVISIONS:

Purchaser agrees to provide in house (sound & Lights)

~~Purchaser shall provide any and all rider requirements as per Artist's specifications and approval, at no extra cost to Artist, beyond those detailed in the attached Contract Expense Sheet.~~

**Contract Due to TheSUNgrp, LLC by 6/10/2013**

EVENT SPECIFICS:

Saturday, JUNE 29th, 2013 5:00PM SET TIME

Doors Open: 3:00pm Show Time: 3:00 p.m. Onstage Time: 4:45 p.m. Curfew: 9pm Age Limit: All Ages+

Notes: Artist Must Promote/Share This Events Links On All Artists' Social Media Channels. Failure to do so may void this contract and subject to non-payment.

MERCHANDIZING: N/A

OTHER ARTIST(S) PAID BY PROMOTER:

All Local Talent

0% Special Guest

US Dollar (US\$) - N/A

PAYMENTS:

\$300 US Dollar (US\$) Due to the Artist/Agency by certified check/cashier check only due by: 6/29/13

100% Payment with any applicable overage in cash/cashiers check due night of show to artist before the contracted performance time advanced herein.

Signing Details:

<u>Richie Oliveras</u>	<u>6/20/13</u>
Name (Purchaser)	Date
<u>Rusty Buckets</u>	<u>6/20/13</u>
Name (Artist)	Date
<u>Dawg</u>	<u>6/26/13</u>

# Saint Motel

Saint Motel

Check Date: 06/07/2013

Check No. 0172425

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Full Pymnt-Contract #12391	06/04/2013	00292781	1,500.00	0.00	1,500.00
----------------------------	------------	----------	----------	------	----------

Band: Saint Motel 6/30/13

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
 \_\_\_\_\_  
 SIGNATURE  
 6/17/13  
 DATE

Vendor Number 0000021769	Vendor Name Saint Motel	Total Discounts \$0.00
Check Number 0172425	Date 06/07/2013	Total Amount \$1,500.00
		Discounts Taken \$0.00
		Total Paid Amount \$1,500.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0172425

Void After 90 Days

Date 06/07/2013

Pay Amount \$1,500.00\*\*\*

Pay \*\*\*\*ONE THOUSAND FIVE HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The Order of SAINT MOTEL  
 LOS ANGELES, CA 90013



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 4, 2013

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

Amount: \$1,500

[Signature]  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

[Signature]  
Signature

Payee: High Road Touring

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Sausalito, CA 94965

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Description: (Please initial invoice and attach)

\$1,500 flat guarantee for Saint Motel @ 60<sup>th</sup> Anniversary Celebration; Contract #123912

Saint Motel

# 21769

Mail to: High Road Touring

Address: \_\_\_\_\_

IA CA

90013

City, State, Zip: Sausalito, CA 94965

### Staff Approval:

Christine Cordon  
Print Name

Special Events Coordinator  
Title

[Signature]  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

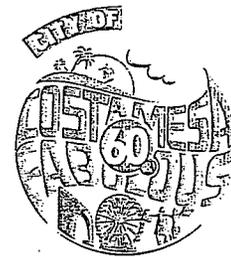
[Signature]  
Signature

### City of Costa Mesa Finance Department Approval:

[Signature]  
Signature

4/6/13  
Date

NEVER STOP  
WHILE YOU  
CELEBRATE IT



June 6, 2013

Meredith Aleandri  
High Road Touring, LLC.  
751 Bridgeway, 3rd Floor  
Sausalito, CA 94965

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract #123912, Saint Motel

Dear Ms. Aleandri:

Please find enclosed two duplicate original agreements of Contract #123912 for Saint Motel, and a check for the flat guarantee in the full amount of \$1,500 paid to the artist. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. Thank you.

Sincerely,

Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, TheSUNgrp, LLC

# high road touring

Phone: (415) 332-9292

Fax: (415) 332-4692

Contract 123912

Agreement made this date, **May 28, 2013** by and between f/s/o Saint Motel (hereinafter referred to as Artist) and **The Sun Group, LLC**, (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

**ARTIST:** Saint Motel 100% Equal Festival

**VENUE:** City of Costa Mesa's 60-Year Anniversary Event 77 Fair Dr., Costa Mesa, CA 92626, USA

**PRODUCTION:** Roland Barrera 714.290.0375 roland@sophisticatesunited.com

**SHOWDATES:**  
Sun, Jun 30, 2013

## TICKETS:

Description	Quantity	Comps	Kills	Price	Deductions	GP	Adjusted GP
GA	5,000	0	0	25.00	0	125,000.00	125,000.00
	5,000	0	0			125,000.00	125,000.00
Total Shows: 1	5,000	0	0			<b>Gross Potential:</b>	125,000.00
Facilities Ticket Surcharge: 0						<b>Adjusted Gross Potential:</b>	125,000.00
						<b>Tax (%): Tax Total:</b>	0.00
						<b>Net Potential:</b>	125,000.00

**TERMS:** 1,500.00 US Dollar (US\$) guarantee paid to Artist.

Flat guarantee paid to Artist.

## ADDITIONAL PROVISIONS:

Contract Due to High Road Touring by 5/31/2013

## EVENT SPECIFICS:

SUNDAY, JUNE 30, 2013 12:30PM BAND CONCERT

Doors Open: 12pm Show Time: 12:30pm Onstage Time: 4:15pm (approx.) Curfew: Age Limit: All Ages  
Notes: 2nd Stage.

## MERCHANDISING RATES:

Building Sell Merchandise %: Artist Sell Merchandise %: 100  
Building Sell Recorded Product %: Artist Sell Recorded Product %: 100  
Notes:

## OTHER ARTIST(S) PAID BY PROMOTER:

1	Wanda Jackson	100% Equal Festival	US Dollar (US\$)
2	Eric Burdon & The Animals	100% Equal Festival	US Dollar (US\$)
3	Adam Green & Binki Shapiro	100% Equal Festival	US Dollar (US\$)
4	Little Hurricane	100% Equal Festival	US Dollar (US\$)
5	The Soft Pack	100% Equal Festival	US Dollar (US\$)
6	Berlin	100% Equal Festival	US Dollar (US\$)
7	White Arrows	100% Equal Festival	US Dollar (US\$)

## PAYMENTS:

750 US Dollar (US\$) Deposit to this Agency by certified check or bank wire only due by: 6/17/2013

Balance of payment in cash or company check is due on the night of show made payable to Artist's touring entity.

High Road Touring Bank Wire Information; Bank of Marin, ABA#

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist.

It is understood by the Purchaser and the Artist who are parties to this contract that neither High Road Touring nor its employees nor directors are parties to this contract in any capacity other than as Agent and, therefore, that neither High Road Touring nor its employees nor directors shall be liable for the performance of breach of any provision hereof.

This contract shall not be binding unless signed by all parties hereto. Should any Additional Provision(s), Rider, Addendum, and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract.

This agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

f/s/o Saint Motel  
27-3138817

The Sun Group, LLC. *Completed*  
Signatory: Dan Joyce Fed ID#:

X  
C/O High Road Touring;  
Booking Agent: Zachary Cepin (415) 332-9292 Fax: (415) 332-4692

X *[Signature]*  
1001 W 17th, Costa Mesa, CA 92627, USA  
714.290.0375 Fax: *775-469-2100*  
Contact: Roland Barrera

Costa Mesa

# Costa Mesa Community Foundation DONATION RECEIPT



Community  
Foundation

"A Foundation  
with a Mission"

PO Box 10268  
Costa Mesa, CA  
92627

714-754-4950  
[www.cm-fund.org](http://www.cm-fund.org)

Tax ID No. 31-1663803

Date July, 2013

Received from High Road Touring,  
LLC

Donation Sum of \$ 1,500<sup>00</sup> for

Description Refund of  
deposit for Saint Motel

Received by Clara

Cash  Check  Credit Card

**PLEASE RETAIN ORIGINAL RECEIPT  
FOR TAX PURPOSES**

*The Costa Mesa Community Foundation is a  
non-profit tax deductible 501(c)(3) organization.*

3133-22 (rev. 8/12) White - Customer; Canary - Finance/Foundation

RECEIPT  
Foundation  
000876



DOLLARS

ED security features. Details on back.

City of Costa Mesa, CA

HIGH ROAD TOURING LLC  
ESCROW ACCOUNT  
751 BRIDGEWAY, 3RD FLOOR  
SAUSALITO, CA 94965

Bank of Marin  
www.bankofmarin.com  
18250 Redwood Dr, San Rafael, CA 94901  
90.4187.1211

06/19/13

\*\*1,500.00

3763



**rider 2012**

**hospitality**

- DINNER BUYOUT FOR 4 PEOPLE @ \$10.00
- 1 CASE OF WATER
- 1 BOTTLE OF SCOTCH OR WHISKEY (JAMESON, JACK DANIELS, OR JOHNNY WALKER)
- 1 CASE OF BEER
- 1 PACKAGE OF 5HOUR ENERGY DRINKS
- CHIPS AND SALSA
- 1 PACKAGE OF RAW ALMONDS OR RAW MIXED NUTS
- 2 COPIES OF THE SHOW POSTER
- VEGETABLE TRAY OR ASSORTED FRESH FRUIT
- 4 TOWELS
- LOVE

**contact info:**

**for booking/contract info:**

zachary cepin  
high road touring  
[zachary@highroadtouring.com](mailto:zachary@highroadtouring.com)

**management:**

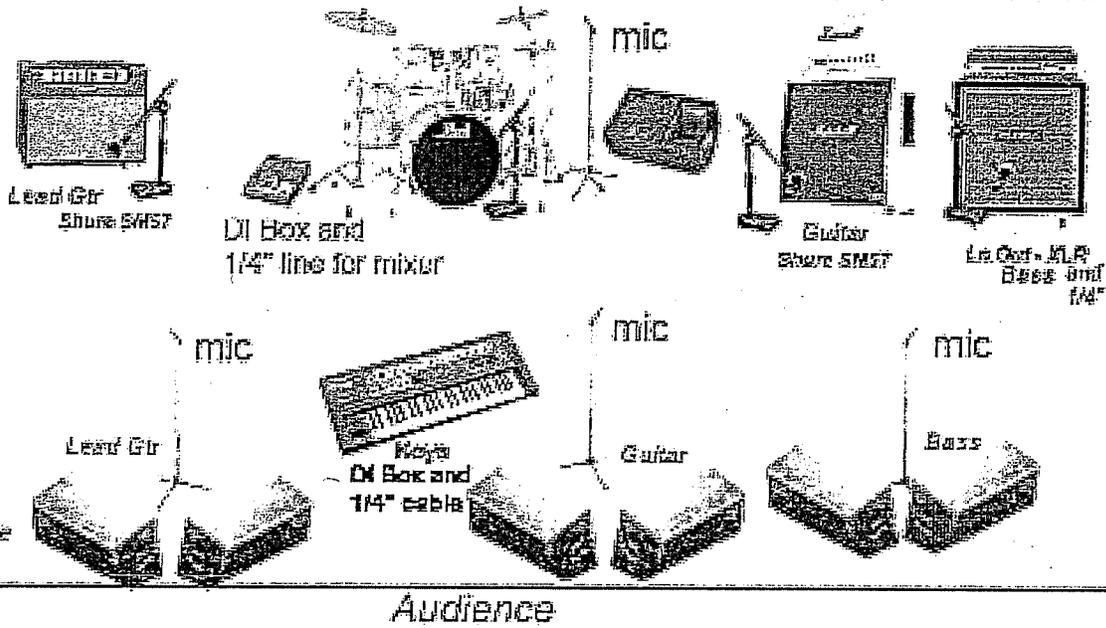
russell rubin  
[russ@freshmgmt.com](mailto:russ@freshmgmt.com)

for production or tech info:  
aaron sharp  
guitarist in saint motel

Stage plan



Stage plan



**backline requirements** as applicable, per advance

BASS AMP:

Head: Ampeg SVT Classic  
Cab: Ampeg 8x10

DRUMS: DW brand preferred

1 - 22 X 20 kick  
OR  
24 x 22 kick

1- 14" rack tom

1- 18" floor tom

1 - Hi hat stand

3 - Boom stands

GUITAR AMP 1:

Fender 1957 Twin Tweed 50 Watt (reissue is fine)

if not available: Fender 50 Watt Bass man or 50 Watt HiWatt

GUITAR AMP 2:

Hiwatt Custom 50

if not available:

Fender 50 Watt Twin Reverb

GUITAR:

Fender American Custom Jaguar (please include tremolo bar)

if not available:

Fender American Custom Stratocaster (please include tremolo bar)

CABLES:

3 twenty foot Mogami 1/4 guitar cables

# The Mob Agency

The MOB Agency

Check Date: 06/07/2013

Check No. 0172399

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
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Full Pymnt-Contract #5969	04/01/2013	00292788	19,900.00	0.00	10,000.00
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Band: Berlin 6/28/13

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
 \_\_\_\_\_  
 SIGNATURE  
 6/7/13  
 DATE

Vendor Number 0000021763	Vendor Name The MOB Agency	Total Discounts \$0.00
Check Number 0172399	Date 06/07/2013	Total Amount \$10,000.00
		Discounts Taken \$0.00
		Total Paid Amount \$10,000.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0172399

Void After 90 Days

Date 06/07/2013

Pay Amount \$10,000.00\*\*\*

Pay

\*\*\*\*TEN THOUSAND AND XX / 100 US DOLLAR\*\*\*\*

To The Order of THE MOB AGENCY  
 6404 WILSHIRE BLVD STE #505  
 LOS ANGELES, CA 90048



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 4, 2013

Amount: \$10,000

### Submitted by:

Christine Cordon  
Print Name

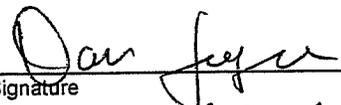
Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Per Mike Scheafer  
Signature

Payee: The M.O.B. Agency

Account No.: 217137-705

Address: 6404 Wilshire Blvd., Suite 505

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Los Angeles, CA 90048

Payee Tax ID No.:

Telephone Number: (323) 653-0427

E-Mail Address: Mitch@mobagency.com

### Description: (Please initial invoice and attach)

\$10,000 flat guarantee for Berlin @ 60<sup>th</sup> Anniversary Celebration; Contract #5969

Mail to: The M.O.B. Agency

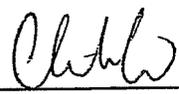
Address: 6404 Wilshire Blvd., Suite 505

City, State, Zip: Los Angeles, CA 90048

### Staff Approval:

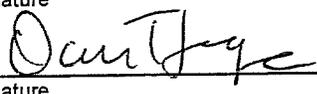
Christine Cordon  
Print Name

Special Events Coordinator  
Title

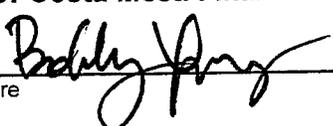
  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

6/6/13  
Date

# THE M.O.B. AGENCY

6404 WILSHIRE BLVD. SUITE #505  
LOS ANGELES, CA 90048  
PH: 323-653-0427  
FAX: 323-653-0428

CONTRACT #: 5969  
LOAD IN: TBA  
DOORS OPEN: 6:00 PM  
SHOW TIME: 8:00 PM  
ON STAGE: 10:00 PM

THIS CONTRACT for the personal services of musicians/artist on the engagement described herein, made Monday, April 01, 2013 between the undersigned Purchaser of Music (herein called "PURCHASER") and 5 musicians/artists.

The musicians/artists are engaged severally on the terms and conditions on the face of this contract. The undersigned leader represents and guarantees that the musicians/artists designated herein have agreed to be bound by the terms and conditions hereof. Each musician/artist to be designated at a later time, upon acceptance, shall be bound by the terms and conditions under the undersigned leader.

1. Engagement (Location) COSTA MESA 60TH ANNIVERSARY 77 Fair Dr. Costa Mesa, CA 92626  
(Address)  
Venue Phone: 714-290-0375 Hall Manager: Roland Barrera

2. Artist or Band Name BERLIN

3. SOUND CHECK MANDATORY.

100% FESTIVAL BILLING  
BERLIN TO CLOSE SHOW  
Merch Rate: 10% Artist Sells, + \$40 for Costa Mesa City Business License

4. NO TAX DEDUCTIONS ALLOWABLE.

5. Engagement date (s) Friday, June 28, 2013 ARTIST AGREES TO PERFORM ONE-45 TO 55 MINUTE SET.

6. Ticket Prices Capacity: 5000 TIX: \$25.00 GA  
Gross Potential: \$125,000 Taxes: % Gross After Tax: \$125,000  
Rain or Shine

7. WAGE AGREED UPON \$10,000 FLAT GUARANTEE.  
ABSOLUTELY NO ADVERTISING UNTIL AFTER 4/15/13.

A deposit of \$5,000 is Due on or before 5/28/13 payable to M.O.B., INC. by bank wire, certified check or money order.

BALANCE OF GUARANTEE PAYABLE ON DEMAND IN CASH OR CERTIFIED CHECK FORM NIGHT OF ENGAGEMENT.

PURCHASER AGREES TO PROVIDE AND PAY FOR AN ADEQUATE SOUND AND LIGHT SYSTEM TO MEET WITH ARTIST'S APPROVAL.

8. The wages disclosed herein include all expenses Purchaser has agreed to reimburse in accordance with the attached schedule, or a schedule to be provided Purchaser on or before date of engagement.

9. It is expressly understood by all parties hereto that the Purchaser has no right to supervise the services of the musicians/artists on the engagement and Purchaser has no right to control the manner, means, and details of the performance of services by the musicians/artists including the leader as well as the ends to be accomplished.

10. The obligation of musicians /artists to performance services hereunder is subject to proven detention by personal illness, accidents, riots, strikes, acts of God, or other legitimate conditions beyond musicians/artists control. On behalf of Purchaser the leader will distribute monies received from Purchaser to musicians, including himself, as specified below, or as specified on a separate memorandum provided to Purchaser at or before commencement of the employment hereunder and take and turn over to Purchaser receipts therefore from each musician/artist, including himself. The amount of money paid to the leader includes the cost of transportation, which will be reported by the leader to Purchaser.

11. It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither The M.O.B. Agency nor its officers are parties to this contract in any capacity and that neither The M.O.B. Agency nor its officers are liable for the performance breach of any provisions hereof.

12. Purchaser and Artist agree that receipt of this contract and commencement of performance shall be adequate confirmation of all terms embodied in this contract and rider, and shall be binding on all parties, whether the contract is signed or not.

DAN JOYCE  
CITY OF COSTA MESA  
X Dan Joyce  
77 Fair Dr.  
Costa Mesa, CA 92626  
714-290-0375

HEAVENSAKE, INC. FED ID#  
BY: TERRI NUNN  
X TERRI NUNN  
Agent for Berlin  
6404 Wilshire Blvd. Suite #700  
Los Angeles, CA

X Terrance

JOYCE, DAN

---

---

**From:** Roland Barrera [<mailto:roland@sophisticatesunited.com>]  
**Sent:** Tuesday, April 02, 2013 1:59 PM  
**To:** JOYCE, DAN  
**Subject:** Fwd: 6/28 Berlin revised contract

Contract on Berlin below:

Roland Barrera  
Director Of Operations  
714.290.0375  
TheSUNgrp, LLC

[www.sophisticatesunited.com](http://www.sophisticatesunited.com), [www.facebook.com/thesungroup](http://www.facebook.com/thesungroup)

The information in this email is confidential. It is intended only for the use of the individuals or entities named above. You are hereby notified that if you are not the intended recipient, or employee or agent responsible for delivering it to the intended recipient, any use, dissemination, distribution or copying of the information in this email is strictly prohibited. If you receive this email in error,

please notify us immediately by telephone and return the original by mail. Thank you.

Begin forwarded message:

**From:** Mitch Okmin <[Mitch@mobagency.com](mailto:Mitch@mobagency.com)>  
**Subject:** 6/28 Berlin revised contract  
**Date:** April 2, 2013 1:08:36 PM PDT  
**To:** Roland Barrera <[roland@sophisticatesunited.com](mailto:roland@sophisticatesunited.com)>

Heres the revised contract, let me know about the biz license stuff...

Thanks,

Mitch Okmin  
MOB AGENCY  
6404 Wilshire Blvd.  
Suite #505  
Los Angeles, CA 90048  
323-653-0427  
Fax 323-653-0428  
\*\*NEW EMAIL: [Mitch@mobagency.com](mailto:Mitch@mobagency.com)

Mitch Okmin  
MOB AGENCY  
6404 Wilshire Blvd.  
Suite #505  
Los Angeles, CA 90048  
323-653-0427  
Fax 323-653-0428  
\*\*NEW EMAIL: [Mitch@mobagency.com](mailto:Mitch@mobagency.com)

Eric Burdon Inc.

Eric Burdon Inc

Check Date: 06/07/2013 Check No. 0172320

Invoice Number	Invoice Date	Voucher ID	Grcss Amount	Discount Available	Paid Amount
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Balance Contract #20132	06/04/2013	00292783	12,500.00	0.00	12,500.00
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Band: Eric Burdon & The Animals

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
 \_\_\_\_\_  
 SIGNATURE  
 6/17/13  
 DATE

Vendor Number 0000021760	Vendor Name Eric Burdon Inc	Total Discounts \$0.00
Check Number 0172320	Date 06/07/2013	Total Amount \$12,500.00
		Discounts Taken \$0.00
		Total Paid Amount \$12,500.00

CITY OF COSTA MESA  
77 Fair Dr  
Costa Mesa, CA 92626

BANK OF AMERICA  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0172320

Void After 90 Days

Date 06/07/2013

Pay Amount \$12,500.00\*\*\*

Pay

\*\*\*\*TWELVE THOUSAND FIVE HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The Order of ERIC BURDON INC  
OJAI, CA 93024



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

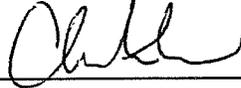
Date: June 5, 2013

Amount: \$12,500

### Submitted by:

Christine Cordon  
Print Name

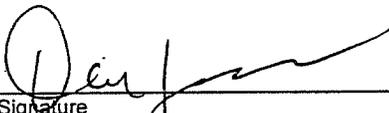
Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
*For Mike Scheafer*

Payee: Eric Burdon, Inc.

Account No.: 217137-705

Address: \_\_\_\_\_

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Ojai, CA 93024

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: marianna@ericburdon.com

### Description: (Please initial invoice and attach)

Balance due 6/29/13 for Eric Burdon

Mail to: Eric Burdon, Inc.

Address: \_\_\_\_\_

City, State, Zip: Ojai, CA 93024

### Staff Approval:

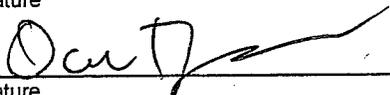
Christine Cordon  
Print Name

Special Events Coordinator  
Title

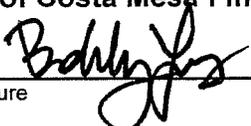
  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

6/6/13  
Date

AMANDA

**KOH, AMANDA**

**From:** CORDON, CHRISTINE

**Sent:** Wednesday, June 05, 2013 4:36 PM

**To:** KOH, AMANDA

**Subject:** RE: Dep for Eric Burdon

CHRISTINE

COSTA MESA

We actually paid that amount to The SUN Grp, who then wired the money electronically to Eric Burdon.

--Christine

**From:** KOH, AMANDA

**Sent:** Wednesday, June 05, 2013 4:28 PM

**To:** CORDON, CHRISTINE

**Subject:** Dep for Eric Burdon

Christine,

I have request to pay the balance for Eric Burdon & The Animals. The problem is I do not see the deposit of \$12,500.

Please check your record for the deposit. If we did not pay them, do I process two separate checks or one check for full amount?

I need to know ASAP.

Thanks.

**Amanda Koh**

**City of Costa Mesa, Finance Department**

**Phone (714) 754-5216**

**Fax (714) 754-5040**

**amanda.koh@costamesaca.gov**

**ERIC BURDON, INC.**

Contract # 20132

Agreement made this date, Tuesday, May 28, 2013 by and between Eric Burdon, Inc. (hereinafter referred to as Artist) and the city of Costa Mesa. (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

**ARTIST(S):** Eric Burdon & The Animals 100% HEADLINE BILLING

**VENUE:** City Of Costa Mesa's 60-Year Anniversary Phone:  
77 Fair Dr. Costa Mesa, CA, 92704

**DATE(S):** Saturday, June 29, 2013  
Artist to perform one (1) show approximately 75 minutes in length

**TYPE:** Festival

	Quantity	Grs Price	Cmp/Kls	Deduct	Net Price	Discrptn	No.Days/Shows: 1
<b>TICKETS:</b>	ADV. \$25.00		DOS. \$30.00			Show Time[s]:	TBA

**TERMS: \$25,000.00 Flat Guarantee**

Purchaser shall provide and pay for, as per Artist's specifications and approval, at no cost to Artist, any and all rider requirements.

Purchaser to provide and pay for sound, lights and backline equipment; all internal ground transportation; two (2) rooms at a minimum of four star hotel for two (2) nights as per Artist rider and specifications and subject to Artist's approval.

**ADDITIONAL PROVISIONS:**

The deposit will be nonrefundable if the purchaser breaches any portions of the contract or rider. Artist to be paid in full rain or shine.

No performance of the engagement shall be recorded, reproduced, or transmitted from the place of the performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist.

Artist's name or likeness may not be used as part of merchandise and/or endorsement of any product, service or company in connection with any commercial tie up without artist's prior written consent.

**PAYMENTS:** \$12,500 deposit to Eric Burdon Inc., due by: June 1, 2013. The balance of the guarantee (\$12,500) shall be paid to artist or artist's representative immediately prior to soundcheck via cash or cashier's check to Eric Burdon Inc. Wire Information

This contract shall not be binding unless signed by all parties hereto. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract. In the event of a conflict between any such attached Addendum and/or Rider and this Agreement, the attached Addendum and/or Rider, as applicable, shall govern.

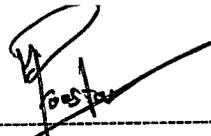
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written

Eric Burdon, Inc.

Dan Joyce  
Public Affairs Manager

Eric Burdon  
Fed ID #:

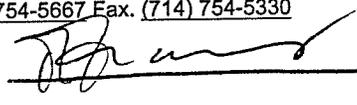
ID TAX:

X   
-----

X   
-----

Eric Burdon Inc.  
Ojai, CA 93024

City of Costa Mesa  
CEO Office, 5th Floor  
77 Fair Drive, Costa Mesa, 92628  
Ph. (714) 754-5667 Fax. (714) 754-5330

X   
-----

**RIDER 2013**

**This rider is intended to give you an outline of requirements.**

**Because the exact line-up of musicians is subject to change, please contact Marianna Proestou at \_\_\_\_\_ a or \_\_\_\_\_) \_\_\_\_\_ in advance of renting equipment, making arrangements, etc.**

**ALL FLYERS, POSTERS, ETC. MUST BE PRE-APPROVED BY MARIANNA PROESTOU – PLEASE CONTACT HER PRIOR TO ANY ADVERTISEMENT AND/OR PROMOTION.**

**We are happy to provide you with any promo materials as needed.**

**IMPORTANT – PLEASE READ:**

It is very important that you read all pages of the following contract rider very carefully. By signing this rider you are agreeing to all items, and we will expect them to be met unless otherwise agreed to in advance of the show.

We are flexible in some areas of the rider, but in others there can be no omissions or substitutions, so to avoid problems upon our arrival, please let us know ahead of time if you are having trouble with any part of the rider. Please notify Marianna Proestou if you cannot meet any of our requirements.

We can then decide on a solution ahead of time and avoid problems on the day of the show.

Thank you for your cooperation!

Manager: Marianna Proestou

Email: \_\_\_\_\_

Tel.: +1 \_\_\_\_\_

## Method of Payment

1. A 50% deposit is to be made to Paquin Entertainment in the form of a certified or corporate check to be sent upon signing of the contract.
2. **CASHIER'S CHECK or CASH** is to be presented to Marianna Proestou **PRIOR TO PERFORMANCE**. Absolutely no personal checks will be accepted. Checks should be made payable to Eric Burdon, Inc.
3. In cases where ARTIST is to be paid on a percentage basis, PURCHASER agrees to give ARTIST or ARTIST'S representative the right to enter the box office at any time (prior to, during or after performance) to examine and make extracts from the box office records of PURCHASER relating to the gross receipts of this engagement. PURCHASER agrees to have box office statement, ticket manifest, and all other receipts pertaining to the contract available to the ARTIST prior to the performance on the day of the show.

## Media/Passes/Recording, etc.

1. Upon signing of the contract, PURCHASER and/or VENUE will provide manager and publicist Elizabeth Freund ([Elizabeth@beautifuldaymedia.com](mailto:Elizabeth@beautifuldaymedia.com)) with all media contacts including print, radio, television, internet, etc in the surrounding area.
2. ARTIST/Manager reserves the right of approval of all radio, television, newspaper, magazine or other interviews made in connection with this performance, as well as any media passes to the performance.
3. PURCHASER and/or VENUE **WILL NOT** permit the recording, or broadcast, audio and/or visual, of any performance without the express prior written consent of ARTIST.
4. The audience must be strictly instructed by signs at the entrance that **NO RECORDING (AUDIO OR VIDEO)** is allowed and that smoking during the performance is strictly forbidden. PURCHASER and/or VENUE is responsible for the enforcement of these regulations.
5. If recording facilities are available at the venue, the venue will provide a multi-track recording and/or video of the performance free of charge to the artist. The artist will retain all copyright to such recordings, audio and/or video. A list of names of sound engineers, camera operators, etc should be provided to the manager along with such materials.
6. In the event that there are any local union charges in conjunction with this engagement, PURCHASER agrees to assume all cost in conjunction herewith.

7. **TV appearance:** ARTIST shall have the right to cancel this engagement without liability upon notice in writing to PURCHASER, not later than thirty (30) days prior to the date of engagement hereunder, in the event there has been secured for ARTIST a commitment for a motion picture, a series of television programs, a television "special", a major television network guest appearance, which would interfere with any engagement hereunder.
8. ARTIST shall receive at least fifteen (15) complimentary passes for each show.

## **Merchandising**

ARTIST and his staff are the only authorized persons to sell artist's programs, posters, t-shirts, CD's, etc. PURCHASER and/or VENUE will provide two tables with sufficient lighting, six (6) coat hangers, as well as an experienced person to sell merchandise at the venue, at no cost to ARTIST.

## **Ground Transportation**

PURCHASER shall provide all ground transportation in a late model town car for Eric Burdon and a van or bus that will carry minimum 9 passengers (besides driver) and 15 pieces of luggage (including 5 large guitar cases). The vehicle must have good air conditioning/heat, and the driver must be a non-smoker who is properly licensed and insured.

PURCHASER is responsible for picking up each member of the band at the airport, and/or the hotel, and/or the venue. Please contact \_\_\_\_\_ arrival and departure times for each band member.

As Eric arrives immediately prior to the show and leaves the venue immediately after the performance, a RUNNER must be available to drive him to and from the hotel, as needed.

## **Support Acts**

ARTIST's management shall be granted right of approval of all support acts, production, and length of set. A link to proposed support act's website, EPK and music shall be provided to Artist's management to aid in the decision.

## **House Piano**

If there is an existing house piano on stage, it must be struck prior to ARTIST'S load-in.

## Breach of Agreement

In the event of breach by PURCHASER of any of the terms or conditions of this agreement, ARTIST will not be required to perform. ARTIST to be paid in full regardless of weather conditions.

PURCHASER and signatory of this agreement warrants that he/she has the right to enter into this contract and is of legal age.

NOTE: If you have any questions or problems, please contact [marianna@ericburdon.com](mailto:marianna@ericburdon.com).

ACCEPTED AND AGREED


PURCHASER

ACCEPTED AND AGREED

ARTIST ERIC BURDON, INC  
C/O MARIANNA PROESTOU

## Hotel Rooms

PURCHASER shall provide accommodations for band and crew at the same hotel for each night of contracted performance plus one night on travel day(s) if necessary, consisting of ten (10) hotel rooms. Please confirm with \_\_\_\_\_ prior to making hotel reservations, in order that she may approve the hotel and exact number of rooms needed.

### Hotel:

- 4 star minimum
- Air conditioning/heating in all rooms
- As close as possible to the venue
- Please make sure there is **NO construction, renovation, or any unusual activity** (High School proms, or any other youthfully exuberant activity) planned at the hotel during the stay of the band.

### Upon Arrival For Eric Burdon:

A representative should pre-register Eric Burdon under the name ANONYMOUS and advise hotel crew not to make his room or telephone line accessible to anyone AT ANY TIME (ARTIST'S management will provide a list of people who are authorized to contact Eric during his stay). A representative should meet ARTIST in the lobby upon arrival and escort him to his room. Please provide representative's cell phone number so that manager can coordinate ARTIST'S arrival with him/her. Manager will deal with the front desk regarding incidentals. An envelope with a room list and key must be provided to manager upon arrival. Ahead of ARTIST's arrival, a representative should make sure room is very warm during winter time or relatively cool during summer time (NOT freezing).

### Eric Burdon's Hotel Room:

One (1) suite for Eric Burdon. King size bed (no split mattresses); non-smoking room, with bath tub and microwave oven; the farthest away from elevators and ice machines as possible; with high speed internet access, free of charge. **Windows in hotel room MUST be able to open.**

PURCHASER shall place in Eric Burdon's hotel room, upon arrival, the following:

- Two (2) large bottles of Pellegrino or Perrier Sparkling Water
- Two (2) large bottles Fiji Natural water
- One (1) bottle of Francis Ford Coppola Claret Red Wine with corkscrew, 2 wine glasses
- Earl Grey tea with hot water, a boiler machine and 2 cups and spoons
- Honey
- Lemons (2)
- Garlic
- Olive oil
- Four (4) bottles of Starbucks Iced Café Latte (mocha, caramel or vanilla flavor)
- One (1) box of Epsom Salts



## ROOM LIST

Name

Room #

Eric Burdon

\_\_\_\_\_

Marianna Proestou

\*Attached or close to Eric Burdon's suite

\_\_\_\_\_

Eric McFadden

\_\_\_\_\_

Billy Watts (smoking room)

\_\_\_\_\_

Terry Wilson

\_\_\_\_\_

Teresa James

\_\_\_\_\_

Wally Ingram

\_\_\_\_\_

Tony Braunagel

\_\_\_\_\_

Red Young

\_\_\_\_\_

TBA

\_\_\_\_\_

# Backstage, Hospitality

## 1. BACKSTAGE ROOMS

### One (1) dressing room (for Eric Burdon)

- Exclusively for Eric Burdon
- Clean, well-lit, but still cozy
- Lockable, key shall be provided to ARTIST'S representative upon arrival for sound check.
- Air conditioning or heat depending on the weather
- Bathroom facilities

PURCHASER shall place in Eric Burdon's dressing room, upon arrival at venue, the following:

- Two large bottles of Pellegrino or Perrier Sparkling Water
- One large bottle of Coconut water
- One large and four small bottles of Fiji Natural water
- One bottle of Francis Ford Coppola Claret Red Wine with corkscrew, two short water glasses and two wine glasses
- One package of Cadbury Finger Original Cookies with Milk Chocolate
- One large yellow Toblerone chocolate bar
- Earl Grey tea with hot water, with two cups and four spoons
- Honey
- Two Lemons
- One package of Ricola lemon-honey lozenges
- Two bottles of Starbucks Iced Café Latte (mocha, caramel or vanilla flavour) One large clean towel
- Two small, clean hand-towels
- One pair of black socks
- One jar of Paul Mitchell Firm Dry Wax hair product

### One (1) Band dressing room

- Clean, well-lit, but still cozy
- Lockable, key shall be provided to ARTIST'S representative upon arrival for sound check.
- Air conditioning or heat depending on the weather
- Bathroom facilities

PURCHASER shall place in Band's dressing room, upon arrival at venue, the following:

- Ten clean face towels, black color
- A selection of sandwiches with cold cuts and cheese on different plates with knives, plastic plates, etc.

- A selection of sweets, chocolate, salted snacks, etc.
- A selection of seasonal fruits
- Two dozen bottles of Stella Artois beer on ice with a bottle opener
- Four bottles of red wine with corkscrew
- Ginger beer, Bundaberg or Cock 'n Bull
- One six-pack of Coca Cola on ice
- One six-pack of Diet Coke on ice
- One six-pack of Red Bull on ice
- One quart of orange juice on ice
- Bottled iced tea
- Twenty small bottles of non-carbonated spring water (Evian or similar) on ice
- Four large bottles of Pellegrino or Perrier water
- Six bottles of Coconut Water
- Fresh, hot coffee (not decaffeinated), with sugar, milk, cups and spoons
- Earl Grey, Herbal tea and English Breakfast tea bags, hot water.
- Honey and sugar
- A selection of FRESH donuts, not prepackaged, including at least two mocha glazed
- Plastic cups and glasses for drinks
  - Ginger ale
  - Green tea
  - Almond milk
- One bucket of clean ice for drinks
- All beverages should be well cooled in refrigerator or ice tub
- If/when venue merchandise is available, please provide a few in various sizes for band and crew. Thanks in advance!

### **One (1) Production office**

- Well-lit, clean room with the following:
- Desk, chair
- A copy of all press associated with Eric and/or the event
- Two tickets, posters, flyers for the show
- Telephone and fax with unlimited direct outside dialing
- High speed wireless internet access FREE of charge
- Printer

## **2. FOOD**

Dinner at no cost to ARTIST

- If a club/venue, band and crew prefer to eat immediately after sound-check. Meal should include meat and vegetable, as well as a side dish, salad and dessert. If there is only one entrée choice, fish or chicken is preferred.
- If a festival, food vouchers and/or buyout should be provided. If festival provides catering, same as above applies.
- If a casino, meal vouchers should be provided to each member of the band and crew for breakfast, lunch and dinner per day of stay.

- Hot meal for band and crew each night of contracted performance.
- For Eric Burdon – instead of a hot meal at the venue, please provide a complete meal at the hotel restaurant or hotel room service. Please make sure that the

hotel provides hot meals!

- Please check with Marianna Proestou for exact meal times.
- Meal buyout possible upon request. In any case, please contact Marianna Proestou to let her know the meal situation and make arrangements.

## Technical Requirements 2013

### 1. PA System – PURCHASER shall supply:

- A high quality PA system in perfect working order, which has prior written approval from ARTIST or ARTIST'S representative.  
Preferred brands are Meyer or Clair Bros., line array type system.
- Complete compliment of mics (Shure SM-57's & 81's, Shure Beta 52's, 58's & 98's, etc.), 16 mic stands with booms attached.
- One straight mic stand with round base.
- 10 DI boxes, all necessary cables, snakes and splitters.
- One SHURE wireless vocal microphone system for Eric, corded mic NOT acceptable.

### 2. Console / Effects

- Minimum 32 channel mixing console.
- Minimum of 4 bands of equalization per channel with sweepable frequency and adjustable bandwidth.
- Four (4) effects sends per channel and VCA (not subgroups).
- Effects shall include digital delay with tab key control, 2 hq-digital reverb, 1 multi-  
fx, 12 outboard compressors, and appropriate equalization.
- One (1) qualified operator for above house/mains system.

### 3. Monitors – PLEASE READ CAREFULLY!

- Minimum of 32 inputs
- Minimum of 7 independent monitor mixes
- Minimum of 6 floor wedges capable of extremely high SPL
- 2 sidefill monitors
- 1 drum monitor capable of bass guitar.
- Minimum of one (1) 1/3 octave equalizer for each monitor mix.
- Monitor mixer must be at side of stage, not from front of house.
- Professional quality in-ear monitor system such as the Shure in-ear system must be provided for Eric.
- One (1) qualified operator exclusively for monitor system, experienced with in-ear mixing and fluently English speaking.

### 4. Lights

- Lighting should be subdued, darker colors, with no strobes or flashing lights (Existing house lights are normally acceptable, but subject to approval by ARTIST.)
- **NO FOG/SMOKE/SPECIAL EFFECTS etc. allowed.**

- One follow spot with color slides in good working order w/qualified operator.
- Min. 50 lighting instruments, and an assortment of colored gel at no cost to ARTIST.
- 6 x Thomas bars of 6 Thomas PAR 64 (2 x Front (CP 62) / 4 x Back CP 60) 1000W,
- 6 x Lecos 1000W
- 2 x Sets Of Thomas PAR 36 ACL
- 2 x Front stands
- 1 x Backtruss
- 1 x Backdrop (black)
- A lighting console, capable of pre-programmed scenes, employing all instruments with a qualified lighting designer to operate said board.
- A three way intercom (stage, house, follow spot) in good condition.
- Lecos are used to feature the persons on stage with no gels attached (or better: cosmetic color), acs for background illumination along the backdrop in complementary color to backlighting. Acs can be truss mounted or floor mounted. Moving head type lights are highly appreciated, but please do not strobe or project psychedelic gobo patterns on the wall.

#### 5. Oxygen

- A container of oxygen with breather mask MUST be provided beside the stage.

#### 6. Local Venues

- When ARTIST brings own equipment to a local venue, PURCHASER shall provide two (2) qualified assistants for LOAD-IN and LOAD-OUT, at no cost to ARTIST.

#### 7. Parking Space, Tour Bus Power

- PURCHASER agrees to ensure parking space near the backstage / load-in entrance for one Twin deck coach plus trailer (approx. length 18m/60ft).
- Any necessary permits for parking to be pre-arranged.
- Parking space to be coned off and made available for the arrival of the bus by noon.
- If the bus is unable to park next to the venue or there are any other restrictions, please let the tour manager know before the day of show.
- One 16 amp bus landline point to be made available for the bus immediately upon arrival.

#### 8. Stage, Stage Power

- PURCHASER guarantees a solid stage, flat, even, level and free of obstacles in the following dimensions:

Required size:	Actual size (if stage size varies from requirements):
Width: 9m/30 feet	- Width: _____
Depth: 9m/30 feet	- Depth: _____
Height: 1 – 1.2m/3-4 feet	- Height: _____
Clearance: 6m/20 feet	- Clearance _____

- Drum Riser must be provided and set up according to stage plot. Dimensions must be at least 3m x 2m x 0,3m-0,45m/9 x 6 feet x 1-2 feet, covered with black carpet and

black drape on the sides and front. Must be a rolling riser for festivals where quick band changeover is required.

**Stage Power:**

- US: 8 x 20amp, 110V power US sockets for backline (see stage plot)
- Europe: 8 x 16amp, 220V AC power (European sockets) for backline (see stage plot)
- Europe: 5 outlets with 110V AC power (U.S. sockets) for guitar pedal board, drums and keyboards (see backline list and stage plot for necessary locations)

**9. Musicians**

- PURCHASER to provide and pay for two (2) horn players (saxophone- alto tenor double, and trumpet) for 2-hour afternoon rehearsal and performance.

## **Backline Equipment**

Very Important: Backline is NOT to be shared with support acts, and will NOT be struck or moved after sound check or between shows

FOREIGN BUYERS: SEE STAGE PLOT FOR VOLTAGE REQUIREMENTS.

**1. Vocals – Eric Burdon**

- Two (2) variable speed FANS onstage, one for Eric Burdon, one for drummer
- One (1) black wooden BARSTOOL with all-around footrest, no pillow, no back support
- One (1) small table for percussion placed in front of drum riser:
- Two (2) Remo Fiberskyn 3 Pretuned Head Tambourine (Double Row)
- Eight (8) pairs of jingles in 2 rows in black finish
- One (1) large cowbell
- One (1) medium cowbell
- One (1) large, loud shaker (LP)
- One (1) pair of drum sticks
- One (1) powerful cooler fan
- Wireless In-Ear Monitoring System with Transmitter, Receiver, and Earphone
- Monitor screen and long VGA cable to be used as a teleprompter

**2. Keyboards/B3 - Red Young (stage right)**

- 1 x Korg Triton LE 88 with volume and sustain Pedal. Alternate keyboard Kurzweil PC2/SP2/PC3/SP3
- 1 x Hammond B3 with Leslie
- 1x table type 2-level adjustable keyboard-stand, e.g. Quik Lok WS-550 with Z-727 attachment is needed.
- 1 x adjustable, high piano bench/drum seat

**IMPORTANT:** All keyboards must come with appropriate pedals (i.e. correct volume pedal for piano and organ each, combo preamp and fast/slow Leslie switch for organ), 110v power source with at least three outlets for US gear. (see stage plot). 4x jack-to-jack instrument cables (3m/9feet)

**FESTIVALS:** (where quick band changeover is required) 2 x 2 m/7 x 7 feet Riser on Wheels on lowest height!

### **3. Guitar – Billy Watts (stage right)**

- One (1) Gibson Les Paul
- One (1) acoustic guitar
- One (1) Vox AC 30's
- Three (3) guitar stands
- Four (4) jack-to-jack cables (two 3m/9feet and two 6m/18feet)

### **4. Bass Guitar – Terry Wilson (stage right)**

- One (1) guitar stand
- Amps: Ampeg SVT, Genz Benz w/ 8x10 or 4x10 cab OR any high-powered bass head with plenty of clean headroom/wattage. Aguilar, Fender, Gallien Kruger, Mark Bass, Ashdown will all do.

### **5. Guitar – Eric McFadden (stage left)**

- Fender blackface with twin reverb, super reverb or a Vibrolux
- Gibson SG or Gibson Les Paul,
- 3 guitar stands,
- Two (2) jack-to-jack cables (6m/18feet).

### **6. Percussion – Wally Ingram**

- Prefer Gon Pops; if not avail then LP or Meinl will do
- Pair of congas on stand
- Pair of bongos on stand
- Pair of timbales with 2 mounted cowbells
- Djembe on stand
- Miscellaneous hand percussion including: tambourines, shakers, cabasa, triangle, vibra slap, flexi tone
- Multi – clamp stand with cowbell(s), tambourine (mounted), woodblocks (mountable)
- Percussion table
- 3 boom cymbal stands
- 8” – 10” Sabian splash, 16” – 18” med thin crash, china (Sabian preferred)

### **7. Drums – Tony Braunagel**

- Drum workshop
- 16x22 bass drum
- 8x10 tom
- 9x12 tom

- 12x14 or 13x15 floor tom
- 5x14 snare drum
- 6 telescopic cymbal stands
- 1 hi-hat stand
- 1 snare stand
- 1 drum stool
- 1 drum workshop 7000 or 8000 bass drum pedal
- Preferably all drum workshop hardware
- Sabian cymbals
- 1 21" HHX dry ride
- 1 18" HHX studio crash
- 1 16" HHX studio crash
- 1 set of 15" hi-hats HHX
- 1 20" china thin
- 1 18" china thin
- 1 12" HHX splash
- 1 10" HHX splash
- All remo clear ambassador heads on the toms
- Remo coated ambassador on snare
- Remo P3 coated on bass drum batter side

#### **8. Keyboards – Teresa James (stage left)**

- ROLAND RD-600-700, Kurzweil P2 or any new/contemporary 88 weighted key from Roland, Yamaha, Kurzweil, Korg, etc.
- One keyboard X stand tall enough to stand and play/ sustain pedal/ 2 x jack to jack instrument cables (3m/9 feet)

**MONITORS:**

MIX	TITLE	CONTENTS
1	Red Young	100% organ, piano, key vocal, 25% all other vocals
2	Terry Wilson	100% bass vocal, 25% bass guitar, guitar, 25% kick, all backing vocs, 25% piano
3	ERIC BURDON (Lead vocal)	100% Eric vocal max gain, 40% organ, piano, RED backing vocs, 25 % drummer & guitar vocs
4	Eric McFadden Guitar Player	100% guitar vocal, 25% keyboards, 25% background vocals
5	Billy Watts	100% guitar vocal, 25% keyboards, 25% Background vocals
6	Drummer	Kick drum, snare, drum-vocals, bass guitar, keys, guitar, lead vocal, all backing vocs
7	SIDEFILL eq for max spl	Eric vocal only, max gain before feedback, do not
8	SIDEFILL	same as sidefill
9	Teresa James	100% keyboards incl. organ + vocal, 25% all other
10	Wally Ingram	100% Hand drums, vocals
11	IN-EAR	Eric vocal, band mix

**INPUT LIST:**

CHANNEL INPUT	MIC/DI	INSTRUMENT
1	KICK	Beta 52 or similar
2	SNARE	SM 57 or similar
3	HI-HAT	SM 81 or similar
4	TOM #1	Beta 98
5	TOM #2	Beta 98
6	FLOOR TOM #1	Beta 98
7	FLOOR TOM #2	Beta 98
8	DRUM O/H - L	SM 81 or similar

9	DRUM O/H - R	SM 81 or similar	“
10	BASS GUITAR	DI	Bass Guitar
11	KEYBOARD #1	DI	Piano/Controller (R)
12	KEYBOARD #1	DI	Piano/Controller (L)
13	KEYBOARD #2	SM57(or DI if Synth)	Leslie or B3 Synth (R)
14	KEYBOARD #2	SM57(or DI if Synth)	Leslie or B3 Synth (L)
15	KEYBOARD #2	Beta 52 or similar	Leslie / bottom speaker
16	GUITAR #1 McFadden	SM 57	Electric Guitar
17	GUITAR #2 Watts	SM 57	Electric Guitar
18	Acoustic Guitar	D.I. (Watts)	
19	KEYS VOCAL	Beta 58	Backing Vocal
19	BASS VOCAL	Beta 58	Backing Vocal
20	ERIC VOCAL	Shure Wireless*/ DI	Lead Vocal *(provided by venue)
21	GUITAR VOCAL	Beta 58	Backing Vocal

Stage Left Keyboard#3 -L / R D.I.

Stage Left Keyboard Vocals -Beta 58 Backing Vocal

Stage Right guitar #2 Vocals-Beta 58 Backing Vocal

Basically,(SR > SL placement) Timbales facing Tony(SR on riser)

Bongos downstage of Congas facing FOH

Djembe stage left of Congas

Percussion Table(toys)/ boom stand with mounted Cowbells / Wood blocks etc. facing off stage left.

Make sure Percussion Table is added to gear list.

Monitor placement Back SL corner of riser or elevated from floor.

At least...

Timbales 1 mic over head should

Congas L and R (2 mics)

Bongos (1 mic)

Djembe (1mic or 2nd under if possible)

Mounted toys (1 mic)

2 over heads for ( 1 positioned for Tambourine/ Shaker/hand held playing



# The Soft Pack

The Soft Pack LLC

Check Date: 06/07/2013

Check No. 0172429

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Full Pymnt-Contract #1236:	06/04/2013	00292782	2,500.00	0.00	2,500.00
----------------------------	------------	----------	----------	------	----------

Band: The Soft Pack 6/29/13

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
 \_\_\_\_\_  
 SIGNATURE  
 06/07/13  
 DATE

Vendor Number 0000021768	Vendor Name The Soft Pack LLC	Total Discounts \$0.00
Check Number 0172429	Date 06/07/2013	Total Amount \$2,500.00
		Discounts Taken \$0.00
		Total Paid Amount \$2,500.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0172429

Void After 90 Days

Date 06/07/2013

Pay Amount \$2,500.00\*\*\*

Pay \*\*\*\*TWO THOUSAND FIVE HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The Order of THE SOFT PACK LLC  
 :  
 LOS ANGELES, CA 90029



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 4, 2013

### Submitted by:

Amount: \$2,500

Christine Cordon  
Print Name

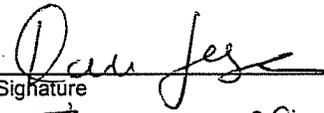
Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
*Br Mike Scheafer*

Payee: High Road Touring

*The Soft Pack* Account No.: 217137-705

Address: 751 Bridgeway, 3rd Floor

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Sausalito, CA 94965

Payee Tax ID No.:

Telephone Number: (415) 332-9292

*LA, CA  
90029*

E-Mail Address:

### Description: (Please initial invoice and attach)

\$2,500 flat guarantee for The Soft Pack @ 60<sup>th</sup> Anniversary Celebration; Contract #123621

Mail to: High Road Touring

Address: 751 Bridgeway, 3rd Floor

City, State, Zip: Sausalito, CA 94965

### Staff Approval:

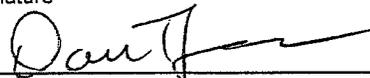
Christine Cordon  
Print Name

Special Events Coordinator  
Title

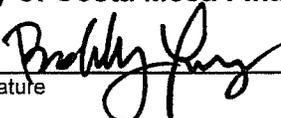
  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

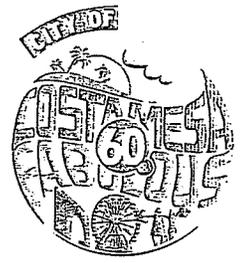
  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

6/6/13  
Date

THE HISTORY  
WHILE YOU  
CELEBRATE IT



June 6, 2013

Meredith Aleandri  
High Road Touring, LLC.  
751 Bridgeway, 3rd Floor  
Sausalito, CA 94965

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract #123621, The Soft Pack

Dear Ms. Aleandri:

Please find enclosed two duplicate original agreements of Contract #123621 for The Soft Pack, and a check for the flat guarantee in the full amount of \$2,500 paid to the artist. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. Thank you.

Sincerely,

Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, TheSUNgrp, LLC

**high road touring**  
Contract 123621

Phone: (415) 332-9292  
Fax: (415) 332-4692

Agreement made this date, April 5, 2013 by and between The Soft Pack, LLC (hereinafter referred to as Artist) and The Sun Group, LLC. (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

**ARTIST:** The Soft Pack 100% Headline  
**VENUE:** City of Costa Mesa's 60-Year Anniversary Event 77 Fair Dr., Costa Mesa, CA 92626, USA  
**PRODUCTION:** Roland Barrera 714.290.0375 roland@sophisticatesunited.com  
**SHOWDATES:**  
Sat, Jun 29, 2013

**TICKETS:**

Description	Quantity	Comps	Kills	Price	Deductions	GP	Adjusted GP
GA	5,000	0	0	25.00	0	125,000.00	125,000.00
	5,000	0	0			125,000.00	125,000.00
Total Shows: 1	5,000	0	0			<b>Gross Potential:</b>	125,000.00
Facilities Ticket Surcharge: 0						<b>Adjusted Gross Potential:</b>	125,000.00
						<b>Tax (%): Tax Total:</b>	0.00
						<b>Net Potential:</b>	125,000.00

**TERMS:** 2,500.00 US Dollar (US\$) guarantee paid to Artist.  
Flat guarantee paid to Artist.

**ADDITIONAL PROVISIONS:**

Purchaser agrees to provide (sound and lights) to meet Artist's rider specifications and approval at no additional cost to Artist.  
Purchaser shall provide any and all rider requirements as per Artist's specifications and approval, at no extra cost to Artist, beyond those detailed in the attached Contract Expense Sheet.

**Contract Due to High Road Touring by 5/29/2013**

**EVENT SPECIFICS:**

SATURDAY, JUNE 29, 2013 8PM BAND SHOW

Doors Open: TBD Show Time: 8pm Onstage Time: TBD Curfew: Age Limit: All Ages  
Notes:

**MERCHANDISING RATES:**

Building Sell Merchandise %: Artist Sell Merchandise %: 100  
Building Sell Recorded Product %: Artist Sell Recorded Product %: 100  
Notes:

**OTHER ARTIST(S) PAID BY :**

**PAYMENTS:**

1250 US Dollar (US\$) Deposit to this Agency by certified check or bank wire only due by: 5/29/2013

Balance of payment with any applicable overages in cash, or by bank check, university check, government check or company check is due on night of show made payable to Artist's touring entity.

High Road Touring Bank Wire Information; Bank of Marin, ABA#

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist.

It is understood by the Purchaser and the Artist who are parties to this contract that neither High Road Touring nor its employees nor directors are parties to this contract in any capacity other than as Agent and, therefore, that neither High Road Touring nor its employees nor directors shall be liable for the performance or breach of any provision hereof. This contract shall not be binding unless signed by all parties hereto. Should any Additional Provision(s), Rider, Addendum, and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract.

This agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

The Soft Pack, LLC  
26-4203323

The Sun Group, LLC  
Signatory: Dan Joyce Fed ID#:

X

C/O High Road Touring;  
Booking Agent: Matt Hickey (415) 332-9292 Fax: (415) 332-4692

X

1001-W-17th, Costa Mesa, CA 92627, USA  
714.290.0375 Fax: 779 Fair Drive  
Contact: Roland Barrera

# The Windish Agency

The Windish Agency LLC

Check Date: 06/14/2013

Check No. 0172571

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
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Full Pymnt-Contract #7323:	04/24/2013	00293053	1,250.00	0.00	1,250.00
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Band: Jerome LOL 6/30/13

I ACKNOWLEDGE RECEIPT OF	
WARRANT NUMBER _____	
<i>Chet</i>	
SIGNATURE	
6/14/13	
DATE	

Vendor Number 0000021783	Vendor Name The Windish Agency LLC	Total Discounts \$0.00
Check Number 0172571	Date 06/14/2013	Total Amount \$1,250.00
		Discounts Taken \$0.00
		Total Paid Amount \$1,250.00

CITY OF COSTA MESA  
77 Fair Dr  
Costa Mesa, CA 92626

BANK OF AMERICA  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0172571

Void After 90 Days

Date 06/14/2013

Pay Amount \$1,250.00\*\*\*

Pay

\*\*\*\*ONE THOUSAND TWO HUNDRED FIFTY AND XX / 100 US DOLLAR\*\*\*\*

To The  
Order of

THE WINDISH AGENCY LLC  
1658 N MILWAUKEE AVE #211  
CHICAGO, IL 60647



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 12 AM 10:25

CITY OF COSTA MESA  
CALIFORNIA

293067  
6/13

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

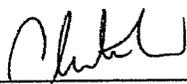
Date: June 12, 2013

Amount: \$1,250

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
*For Mike Scheafer*

Payee: The Windish Agency, LLC

Account No.: 217137-705

Address: 1658 N. Milwaukee Ave., #211

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Chicago, IL 60647

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: (773) 489-3500

E-Mail Address: roberta@windishagency.com

### Description: (Please initial invoice and attach)

\$1,250 flat guarantee for Jerome Potter/Jerome LOL

Mail to: The Windish Agency, LLC

Address: 1658 N. Milwaukee Ave., #211

City, State, Zip: Chicago, IL 60647

### Staff Approval:

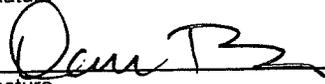
Christine Cordon  
Print Name

Special Events Coordinator  
Title

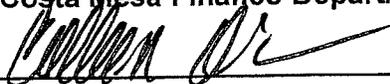
\_\_\_\_\_  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

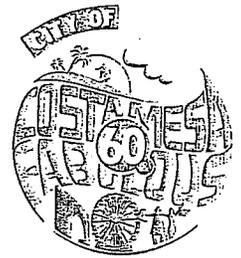
  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

\_\_\_\_\_  
Date

THE HISTORY  
WHILE YOU  
CELEBRATE IT



June 14, 2013

Justin Scarbrough  
The Windish Agency  
1658 N. Milwaukee Avenue, #211  
Chicago IL 60647

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration – Contract #73233, Jerome LOL

Dear Mr. Scarbrough:

Please find enclosed two duplicate original agreements of Contract #73233 for Jerome LOL, and a check for the flat guarantee in the full amount of \$1,250 paid to The Windish Agency. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christine Cordon".

Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, TheSUNgrp, LLC

AGENT: Latane Hughes



THE WINDISH AGENCY

CONTRACT #: 73233

By mutual agreement made this date, Apr 24, 2013 by and between Jerome LOL (hereinafter referred to as "ARTIST") and The SUN Group (hereinafter referred to as "PURCHASER"). The undersigned ARTIST and PURCHASER agree to the following terms and conditions for the entertainment presentation described below.

DATE(S):	Sun Jun 30th, 2013	BILLING:	Festival
ARTIST:	Jerome LOL	AGES:	AA
VENUE:	City of Costa Mesa's 60-Year Anniversary	CAPACITY:	5000
ADDRESS:	77 Fair Dr. Costa Mesa, CA 92626		

ANNOUNCE DATE:		ON SALE DATE:	--
LOAD IN:			
SOUND CHECK:			
DOORS:			
SHOW:			
SET TIME:			
SET LENGTH:	1 x 60-90 min		
CURFEW:			

DEAL: Guarantee - \$1,250.00 Flat, Paid via Wire Transfer

ADDITIONAL PROVISIONS:  
PURCHASER to provide sound, lights, hospitality, and DJ backline.

DEPOSIT(S): \$1,250.00 payable to The Windish Agency, due by 6/21/2013

TICKET PRICE: General Admission \$25.00/\$25.00 [5,000]

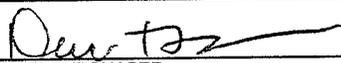
TICKET FEES:

GROSS POTENTIAL:	\$125,000.00	TAX:	
ADJUSTED GROSS PTNTL:	\$125,000.00	MERCHANDISE:	Artist Sells
GROSS PTNTL AFTER TAXES AND FEES:	\$125,000.00	MERCH %:	All: 100%

The attached rider is hereby made an integral part of this contract. This agreement and the attached rider constitute the complete and entire understanding of the parties.

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither The Windish Agency nor its officers nor its employees are parties to this contract in any capacity and that neither The Windish Agency nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

IMPORTANT: ONE COMPLETE COPY of this contract and rider, signed by the PURCHASER, must be received by The Windish Agency via email, fax, or mail, no later than MAY 8, 2013. If said documents are not received by this date, THE WINDISH AGENCY shall have the right to cancel this engagement by notice to the PURCHASER.

BY: X   
 SIGNATURE OF PURCHASER  
 PURCHASER: Roland Barrera  
 EMAIL: roland@sophisticatesunited.com

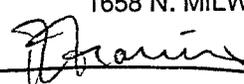
BY: X   
 SIGNATURE OF ARTIST REPRESENTATIVE  
 Jerome LOL, c/o The Windish Agency

The SUN Group  
 1762 Kenwood Place Suite - H  
 Costa Mesa, CA 92626  
 PHONE: 714-290-0375  
 WEB: www.sophisticatesunited.com

*City of Costa Mesa  
 77 Fair Drive  
 Costa Mesa, CA  
 92626*

1658 N. Milwaukee Ave., #211  
 Chicago, IL 60647  
 PHONE: (773) 489-3500 FAX: (773) 489-3535

1658 N. MILWAUKEE AVE., #211 CHICAGO, IL 60647 PH. (773) 489-3500 FX. (773) 489-3535  
 www.windishagency.com

X 

AGENT: Latane Hughes



THE WINDISH AGENCY

CONTRACT #: 73233

Apr 24, 2013

RE: Contract for Jerome LOL

On: Sun Jun 30th, 2013

At: City of Costa Mesa's 60-Year Anniversary

Contract #: 73233

Dear Roland Barrera,

Please sign both the contract face page AND the rider, and return one (1) fully executed copy via email or fax, or two (2) fully executed copies via mail using the contact information below.

Please note that a required deposit of \$1,250.00 will be due by 6/21/2013.

Please mail a check payable to The Windish Agency to the address below, or wire payment to the following account:

Account name: The Windish Agency, LLC (

You can also get in touch for additional payment options.

Sincerely,

The Windish Agency  
1658 N. Milwaukee Ave., #211  
Chicago, IL 60647  
(773) 489-3500 Phone  
(773) 489-3535 Fax

== Jerome LOL Rider ==

:tech:

- \* 2 CDJ2000s or 2 CDJ900s (artist plays off USB sticks)
- \* If no CDJ2000 or CDJ900 Serato is Necessary. If this is the case Serato Control CDs or Control Vinyls (In Case of Turntables) are Required.
- \* Pioneer DJM800 mixer or Nexus 900 mixer
- \* Microphone plugged into mixer

:hospitality:

- \* Water
- \* 6 Coronas (With a Lime) or 4 Bud Light Time Tall Boys
- \* Bottle of Liquor of Your Choice if You Want to Drink Together
- \* Meal or meal Buyout at a Place You Love
- \* One Hand Towel

Dem J

6/10/13



6/19/13

# SUN

SOPHISTICATESUNITED  
network

1762 Kenwood Place, Suite H  
Costa Mesa, Ca 92627  
714.290.0375

## OFFER TO ENGAGE TALENT

**ARTIST:** Jerome LOL

**To Support:** 2:00 p.m.

**DATE:** 6/30/13

**FINANCIAL OFFER:** \$1,250 flat all in.

**PRODUCTION COST** (Sound, Stage & Lighting): 25K

**PERMITS:** \$475

**SOUND/LIGHTING TECHS:** \$1,500

**SECURITY:** \$5,000

**FLIGHTS:** N/A

**HOTEL:** N/A

**GROUND:** N/A

**VENUE NAME:** City Of Costa Mesa's 60-Year Anniversary

**VENUE STREET ADDRESS:** 77 Fair Dr, Costa Mesa, CA.,

**VENUE CITY/STATE/COUNTRY:** Costa Mesa, Ca 92626

**VENUE PHONE:**

**CAPACITY:** 5000

**TICKET PRICE - ADV:** \$25

**TICKET PRICE - DOS:** \$25

**AGES TO ENTER:** All Ages

**MERCH POSSIBLE:** Yes

**MERCH STAFFED:** No

### SIGNATORY INFO FOR BUYER

**BUYER CONTACT:** Roland Barrera

**PROMOTER COMPANY:** The SUN Grp, LLC

**PROMOTER STREET ADDRESS:** 1762 Kenwood Place, Suite - H

**CITY/STATE/COUNTRY:** Costa Mesa, CA 92627

**PROMOTER MOBILE:** 714.290.0375

**CONTRACT SIGNATORY:** Dan Joyce (City Of Costa Mesa Manager)

**WEBSITE:** www.sophisticatesunited.com

**DAY OF SHOW CONTACT:** Roland Barrera

**EXPERIENCE:** LAST EVENTS (artist/venue/date): Eric Burdon & The Animals, Wanda Jackson, Warpaint, Hanni El Khatib, Devendra Banhart (DJ Set), Edward Sharpe & The Magnetic Zero's, The Growlers, Gardens & Villa, SOKO, Ryan Hahn (Local Natives Dj set), HANDS, The Entrance Band, Allah Las, Little Hurricane, Quantic, White Arrows, RAC, Chico Mann, Penguin Prison, Superhumanoids, Yacht, Wildcat!Wildcat! & Jason Bentley.

# The Windish Agency

The Windish Agency LLC

Check Date: 06/14/2013

Check No. 0172570

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Full Pymnt-Contact #75380	06/06/2013	00293062	1,500.00	0.00	1,500.00
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Band: Mr Little Jeans 6/30/13

ACKNOWLEDGEMENT RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
 \_\_\_\_\_  
 SIGNATURE  
 6/14/13  
 \_\_\_\_\_  
 DATE

Vendor Number 0000021783	Vendor Name The Windish Agency LLC	Total Discounts \$0.00
Check Number 0172570	Date 06/14/2013	Total Amount \$1,500.00
		Discounts Taken \$0.00
		Total Paid Amount \$1,500.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0172570

Void After 90 Days

Date 06/14/2013

Pay Amount \$1,500.00\*\*\*

Pay \*\*\*\*ONE THOUSAND FIVE HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The Order of THE WINDISH AGENCY LLC  
 1658 N MILWAUKEE AVE #211  
 CHICAGO, IL 60647



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 12 AM 10:25

CITY OF COSTA MESA  
CALIFORNIA

293062  
6/13

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 12, 2013

Amount: \$1,500 ✓

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

[Signature]  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

[Signature]  
Signature

Payee: The Windish Agency, LLC

Account No.: 217137-705

Address: 1658 N. Milwaukee Ave., #211

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Chicago, IL 60647

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: roberta@windishagency.com

### Description: (Please initial invoice and attach)

\$1,500 flat guarantee for Monika Linn Birkenes/Mr. Little Jeans

Mail to: The Windish Agency, LLC

Address: 1658 N. Milwaukee Ave., #211

City, State, Zip: Chicago, IL 60647

### Staff Approval:

Christine Cordon  
Print Name

Special Events Coordinator  
Title

[Signature]  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

[Signature]  
Signature

### City of Costa Mesa Finance Department Approval:

[Signature]  
Signature

\_\_\_\_\_  
Date

AGENT: Amy Davidman



THE WINDISH AGENCY

CONTRACT #: 75380

By mutual agreement made this date, **Jun 6, 2013** by and between **Mr. Little Jeans** (hereinafter referred to as "ARTIST") and **The SUN Group** (hereinafter referred to as "PURCHASER"). The undersigned ARTIST and PURCHASER agree to the following terms and conditions for the entertainment presentation described below.

<b>DATE(S):</b>	Sun Jun 30th, 2013	<b>BILLING:</b>	100% Festival
<b>ARTIST:</b>	Mr. Little Jeans	<b>AGES:</b>	AA
<b>VENUE:</b>	City of Costa Mesa's 60-Year Anniversary	<b>CAPACITY:</b>	5000
<b>ADDRESS:</b>	77 Fair Dr. Costa Mesa, CA 92626		

<b>ANNOUNCE DATE:</b>		<b>ON SALE DATE:</b>	--
<b>LOAD IN:</b>			
<b>SOUND CHECK:</b>			
<b>DOORS:</b>			
<b>SHOW:</b>			
<b>SET TIME:</b>	5:00 pm		
<b>SET LENGTH:</b>			
<b>CURFEW:</b>			
<b>DEAL:</b>	Guarantee - \$1,500.00 Flat, Paid via Cash		

**ADDITIONAL PROVISIONS:**  
PURCHASER to provide hotel if needed.

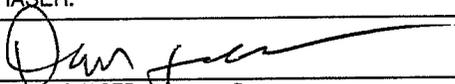
**DEPOSIT(S):** \$750.00 payable to The Windish Agency, due by 6/13/2013. Balance payable to Monica Linn Birkenes / of performance

**TICKET PRICE:** General Admission \$25.00/\$25.00 [5,000]

**TICKET FEES:**

<b>GROSS POTENTIAL:</b>	\$125,000.00	<b>TAX:</b>	
<b>ADJUSTED GROSS PTNTL:</b>	\$125,000.00	<b>MERCHANDISE:</b>	
<b>GROSS PTNTL AFTER TAXES AND FEES:</b>	\$125,000.00	<b>MERCH %:</b>	

The attached rider is hereby made an integral part of this contract. This agreement and the attached rider constitute the complete and entire understanding of the parties. It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither The Windish Agency nor its officers nor its employees are parties to this contract in any capacity and that neither The Windish Agency nor its officers nor its employees are liable for the performance breach of any provisions contained herein. **IMPORTANT: ONE COMPLETE COPY** of this contract and rider, signed by the PURCHASER, must be received by The Windish Agency via email, fax, or mail, no later than TBA . If said documents are not received by this date, THE WINDISH AGENCY shall have the right to cancel this engagement by notice to the PURCHASER.

**BY: X**   
 SIGNATURE OF PURCHASER  
 PURCHASER: ~~Roland Barrera~~ *Dan Jeans*  
 EMAIL: roland@sophisticatesunited.com

**BY: X**   
 SIGNATURE OF ARTIST REPRESENTATIVE  
 Mr. Little Jeans, c/o The Windish Agency

~~The SUN Group~~  
 1762 Kenwood Place Suite - H  
 Costa Mesa, CA 92626  
 PHONE: 714-290-0375  
 WEB: www.sophisticatesunited.com

*City of Costamesa*  
*77 Fair Drive*  
*Costa Mesa, CA*  
*92626*

1658 N. Milwaukee Ave., #211  
 Chicago, IL 60647  
 PHONE: (773) 489-3500 FAX: (773) 489-3535

# THE WINDISH AGENCY, LLC

\*\*\*

1658 N. Milwaukee Ave., Ste. 211 Chicago, IL 60647  
Tel: (773) 489-3500 / Fax: (773) 489-3535  
[booking@windishagency.com](mailto:booking@windishagency.com) / [www.windishagency.com](http://www.windishagency.com)

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## CONTRACT RIDER FOR MR. LITTLE JEANS

### TECHNICAL SPECIFICATIONS

1. The PURCHASER agrees to provide a professional sound system with the specifications set out as follows.
  - A. The sound system shall be set up and tested to be in complete working order before the arrival of the ARTIST. The system should be capable of evenly covering the entire listening area and must be able to reach loud (115 dB at mix position) levels without audible distortion. All speaker enclosures should be of a reputable make (VDOSC, EV, EAW, Turbosound, Nexo, Meyer, JBL.) System should include appropriate amplification, cables, all necessary rigging hardware, etc. Number of speakers will depend on type of speaker and size of venue. Estimated total power capacity in Watts = Venue capacity x 10.
  - B. FOH SYSTEM:

Minimum 24 inputs, with minimum 2 sweepable mids, adjustable hi-pass filter, minimum of 4 audio subgroups, enough selectable pre/post aux. sends for a minimum 2 multi effects & 1 digital delay, and any monitor mixes that are sent from FOH. A separate monitor mix is preferred, see below:

2 channels of 1/3<sup>rd</sup> octave graphic EQ (Klark Technik, BSS, or DBX) inserted across the FOH output. Plus additional 1/3<sup>rd</sup> octave EQs for each additional system (ie: monitors, infills, delay stacks, subs if run off an aux., etc.); crossovers and any another loudspeaker management processing should be located at the FOH mix position.

Quality compressors and noise gates (DBX, BSS, Klark Technik, APHEX) as per the ARTIST's input list.
  - C. MONITOR SYSTEM: Should have enough input channels, output mixes, and wedges to satisfy the ARTIST's input list and stage plot. Wedges should be bi-amped and in either a 1 x 15" / 2" or 2 x 12" / 2" configuration and provide a minimum of 500 watts each. Side fills should be full range tri- or bi-amped system.
  - D. Additional requirements are as follows (if applicable).
  - E. A selection of well-maintained microphones, Dis, stands, cables etc.
  - F. Ground Transportation:

The PURCHASER shall provide parking space adequate for one large van in close proximity to the stage door.
2. SOUND CHECK REQUIREMENTS:

The ARTIST shall receive a thorough sound check prior to the doors opening to the public at the venue. The ARTIST needs 1 hour of set up and at least 30 minutes of exclusive time on the house sound system with the aid of the sound technician working the venue the day of the performance.

**\*\*NOTE: a failure to comply with the sound check requirements could result in the non viability of the show.\*\* If one or more of the sound check requirements are not complied with the ARTIST reserves the right to cancel the performance and the PURCHASER will be liable to the ARTIST for the full price specified for the performance.\*\***
3. LIGHTING REQUIREMENTS:

Purchaser will provide and pay for a professional lighting system (minimum of 16k) and a qualified operator/lighting designer. Designer will be available before and during sound check to customize artists lighting specifications, including but not limited to gelling, repositioning, aiming and placement of all stage lighting. ARTIST requires red and blue filters on all stage lighting. Lighting must be dimmable. The PURCHASER shall supply an effective lighting operator.

4. VENUE PERSONNEL:

The PURCHASER shall provide ONE competent sound engineer. The ARTIST may provide their own FOH soundperson, who shall have the ability to, at his discretion, attenuate, or remove completely any compression or limiting that may be inserted into the main FOH mix. The PURCHASER shall provide one sober, able-bodied person to assist the ARTIST with load-in and load-out of the ARTIST's equipment in accordance with the times stated.

5. ADDITIONS TO THE BILL:

ARTIST shall have full control of show line up. No additional acts may be placed on the bill without express permission of ARTIST.

6. PRODUCTION AND PERFORMANCE CONTROL:

The ARTIST and their personnel shall maintain 100% control of the production and presentation of the performance, which includes the following provisions.

The volume of the performance, both onstage and through the house system, shall be determined exclusively by the ARTIST (within the limits of equipment capacity).

7. SECURITY:

The PURCHASER shall guarantee proper security at all times to ensure the safety of the ARTIST, auxiliary personnel, instruments, all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and mixing consoles. Security protection is to commence upon arrival of the ARTIST at the venues, until all equipment is repacked into transportation and ARTIST personnel have left the premises. If any damages are caused to the ARTIST's gear at the aforementioned venue because of unconditioned power, improper power conversion, unstable table / riser, or any other reason not directly involving the ARTIST, it is the sole responsibility of the PURCHASER to pay 100% of damages within 30 days of occurrence.

8. ARTIST GUEST LIST:

The PURCHASER shall not limit the ARTIST to fewer than twenty (20) guests. If the show is in New York City, Montreal, Toronto, Chicago, San Francisco or Los Angeles, the ARTIST shall receive no less than thirty (30) guests. In the event that the ARTIST receives 75% special guest billing, he shall receive no less than ten (10) guests under any circumstances. If the show is in New York City, Montreal, Toronto, Chicago, San Francisco or Los Angeles and the ARTIST receives 75% special guest billing, he shall receive no less than fifteen (15) guests.

9. RECORDING THE PERFORMANCE:

Absolutely no audio recording, video recording, nor radio broadcasting shall be allowed during the performance unless prior written permission has been granted by the ARTIST or their representative.

HOSPITALITY

1. The following must be provided to the ARTIST, free of charge:

After soundcheck:

Hot, healthy meals with vegetarian option or buyout of \$10.00 USD per person

1 x case of chilled bottled water

1 x cases cold beer

selection of snacks, ie: chips, cheese & crackers, nuts, fruit, etc.

selection of juice and soft drinks

selection of cutlery, cups, etc.

plenty of ice

8 x large clean towels

These hospitality requirements must be available at the request of the ARTIST.

2. The PURCHASER will furnish a comfortable, secure, and private dressing room with a power point, and a mirror. This room shall be clean, dry, well lit, heated or air conditioned, with seating for four persons. The room shall also be within easy access of clean washrooms. This room shall be shown to the ARTIST's

representative upon arrival. Please advise tour manager if there are backstage toilet / shower facilities or other arrangements, such as a day room close by. The room should allow for easy access to the stage area, preferably without the ARTIST having to walk through the audience. The PURCHASER shall be solely responsible for the security of items in the dressing room, and shall keep all unauthorized persons from entering said area. A key for the dressing room shall be entrusted to the ARTIST for the duration of the night.

3. All hospitality items are to be charged to the performance budget at real cost. Bar prices or any other price structure that exceeds local retail value for these hospitality items WILL NOT be accepted at settlement.

#### PAYMENT

1. If a deposit is noted in section six (6) of the contract face page, then a deposit of stated amount shall be made by the PURCHASER in the form of a money order or certified check to, and in the name of, The Windish Agency, LLC upon the acceptance of this contract by the PURCHASER. The balance due after the performance shall be paid by the PURCHASER to the ARTIST's representative by cash, money order, or certified check not later than thirty minutes after the end of the ARTIST's performance.
2. If the full price agreed upon involves a percentage after a break point, that break point represents the fixed total of all accepted expenses pertaining to this engagement increased by fifteen percent to allow for PURCHASER profit. This figure is a maximum and must be verified by receipt and documentation of each expense at settlement.
3. The PURCHASER shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deductions whatsoever.
4. The ARTIST shall have the right to have a representative present in the box office at all times. Said representative shall have access to the box office records of the PURCHASER relating to the gross receipts of this engagement only.
5. In the event that the compensation payable to the ARTIST hereunder is based in whole or in part on the box office receipts, ARTIST shall have the right to set a limit on the number of complimentary admissions to be allowed by the house. The PURCHASER agrees that at no time will the house list be in excess of twenty (20) people.

#### MERCHANDISING

1. The ARTIST shall have the exclusive right to sell goods (including, but not limited to, compact discs, tapes, records, and items of clothing) on the premises of the place of performance. The house commission rate set forth on the face page of this agreement shall be the only such commission that applies. For the purposes of this agreement, said commission rate shall apply to the sale of clothing and novelty items only. The sale of recorded product of any kind shall be exempt from said commission. The agreed payment shall include all house commissions and shall be the only payment made with respect to merchandising rights during this engagement. The PURCHASER agrees that no party, including the PURCHASER him/herself, will appropriate the ARTIST's name or likeness for any merchandising use whatsoever. This prohibition includes any and every type of poster intended for sale at the venue or elsewhere at any time.
2. The PURCHASER agrees to provide a secure, clean, well-lit, and highly visible area suitable for merchandise sales.

#### WARRANTIES AND REPRESENTATIONS

1. The PURCHASER hereby warrants that he/she is of sound mind and of legal age to enter into this binding contract. The person executing this agreement on PURCHASER's behalf warrants his/her authority to do so, and such person hereby personally assumes liability for any payments due under this agreement.
2. A representative of the PURCHASER capable of making any decisions pertaining to this engagement must be present at the place of performance from the time of the ARTIST's load-in through the time of their load-out. This representative must have copies of this entire agreement together with any and all information pertaining to this engagement in his/her possession.
3. In the event the PURCHASER refuses or neglects to provide any of the items herein stated and/or fails to make any of the payments as provided herein, the ARTIST shall have the right to refuse to perform this contract and shall retain any amounts theretofore paid to them or their representative by the PURCHASER. The

PURCHASER will, in this circumstance, remain liable to the ARTIST for the full price specified for the performance. In addition, if on or before the date of any scheduled performance, the PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, the ARTIST's agent shall have the right to demand the payment of the guaranteed compensation forthwith. If the PURCHASER fails or refuses to make such payment forthwith, said agent shall have the right to cancel this engagement by notices to the PURCHASER to that effect. In such an event, said agent shall retain any amounts theretofore paid in his/her name to the ARTIST by the PURCHASER.

4. Should the PURCHASER cancel this engagement under any circumstance, other than an Act of God, more than 45 days before the performance, the PURCHASER shall immediately remit to The Windish Agency, LLC, a certified check or money order in the amount of fifty percent of the full price specified for the performance. Should the PURCHASER cancel this engagement under any circumstance, other than an Act of God, 0-45 days before the performance, the PURCHASER shall immediately remit to The Windish Agency, LLC, a certified check or money order in the amount of one hundred percent of the full price specified for the performance. If the PURCHASER cancels the engagement, the PURCHASER will also incur full financial responsibility for all non-refundable flights, hotel accommodations, and vehicle rentals, related to the performance. ARTIST agrees to furnish PURCHASER with receipts for travel and hotel costs.
5. Please note that none of the requirements of this rider can be invalidated by the failure of ARTIST personnel to advance the engagement with any member of the PURCHASER's production staff. Failure to provide any of the requirements of this rider may result in the cancellation of the ARTIST's performance. In case of such cancellation, the PURCHASER shall remain liable to the ARTIST for the full price specified for the performance.
6. The ARTIST's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, failure of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of public authority, or any other cause, similar or dissimilar, beyond their control.
7. It is expressly understood by the PURCHASER and the ARTIST that The Windish Agency, LLC, its employees and its managers, do not assume any liability for any action(s) taken by the ARTIST, the PURCHASER or anyone connected with the venue or its operator(s). It is further understood that The Windish Agency, LLC, its employees and its managers do not assume liability for any claim of any type of damages arising out of the engagement that is the subject of this contract.
8. This agreement shall be construed in accordance with the laws of the State of Illinois and shall be deemed entered into in that State.
9. In case of any conflict of terms, the terms contained within this Rider shall prevail over all others. All terms of this Rider are specifically accepted by the PURCHASER unless they are waived by the ARTIST or their representative. Such waiver shall be effective only if initialed by the ARTIST or their representative.
10. The PURCHASER warrants that the ARTIST shall receive 100% star billing in any and all publicity released and in paid advertisements, including, but not limited to, program, fliers, signs and marquees.

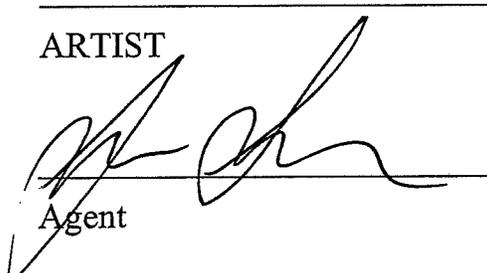
ACCEPTED AND AGREED:

  
\_\_\_\_\_  
PURCHASER  


\_\_\_\_\_  
Date

ACCEPTED AND AGREED:

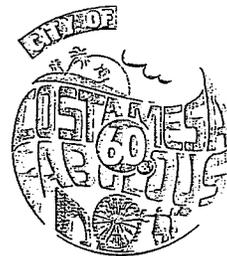
\_\_\_\_\_  
ARTIST

  
\_\_\_\_\_  
Agent

CONTACT INFORMATION

BOOKING: Amy Davidman / Windish Agency amy@windishagency.com	MANAGEMENT: Drew McFadden
---	---------------------------

THE HISTORY  
WHILE YOU  
CELEBRATE IT



June 14, 2013

Roberta Riddell  
The Windish Agency  
1658 N. Milwaukee Ave., #211  
Chicago, IL 60647

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract #75380, Mr. Little Jeans

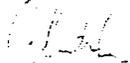
Dear Ms. Riddell:

Please find enclosed two duplicate original agreements of Contract #75380 for Mr. Little Jeans/Monica Linn Birkenes, and a check for the flat guarantee in the full amount of \$1,500 paid to the artist. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. Thank you.

Sincerely,

  
Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, TheSUNgrp, LLC

## Backline

### Bass:

ampeg svt classic bass head

Ampeg 8x10 or 410

### Guitar:

Fender twin or super reverb amp

### Drums

4 piece kit

Hardware Cymbals, kick pedal, seat 3 DI's

# Vern Altieri

Vern Altieri

Check Date: 06/21/2013

Check No. 0172782

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Full Pymnt-Catalina All Sta	06/20/2013	00293383	1,200.00	0.00	1,200.00
<i>Band: Catalina Island All Star</i>					

I ACKNOWLEDGE RECEIPT OF  
WARRANT NUMBER \_\_\_\_\_

*Cherish*

SIGNATURE

6/12/13

DATE

Vendor Number 0000021810	Vendor Name Vern Altieri	Total Discounts \$0.00
Check Number 0172782	Date 06/21/2013	Total Amount \$1,200.00
		Discounts Taken \$0.00
		Total Paid Amount \$1,200.00

CITY OF COSTA MESA  
77 Fair Dr  
Costa Mesa, CA 92626

BANK OF AMERICA  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0172782

Void After 90 Days

Date 06/21/2013

Pay Amount \$1,200.00\*\*\*

Pay \*\*\*\*ONE THOUSAND TWO HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The  
Order of  
VERN ALTIERI  
AVALON, CA 90704



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

FINANCE DEPARTMENT

13 JUN 19 AM 9:51

CITY OF COSTA MESA  
CALIFORNIA

## CHECK REQUEST

### Requested By:

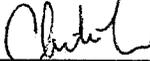
Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 18, 2013

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

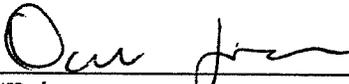
  
Signature

Amount: \$1,200

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
*for Mike Scheafer*

Payee: Vern Altieri

Account No.: 217137-705

Address: ] \_\_\_\_\_

#21810

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Avalon, CA 90704

Payee Tax ID No.:

Telephone Number: \_\_\_\_\_

E-Mail Address: 90704music@yahoo.com

### Description: (Please initial invoice and attach)

\$1,200 flat guarantee for Catalina Island All Stars @ 60<sup>th</sup> Anniversary Celebration

Mail to: Vern Altieri

Address: P.O. Box 1811

City, State, Zip: Avalon, CA 90704

### Staff Approval:

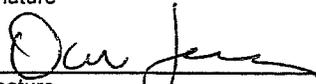
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

Signature

Date

BAND PERFORMANCE CONTRACT

May 21, 2013

Attn: Dan Joyce  
Operator: City of Costa Mesa  
Address: 77 Fair Drive  
City ST Zip: Costa Mesa, CA 92626

Delivery via email to: [dan.joyce@costamesaca.gov](mailto:dan.joyce@costamesaca.gov)

This contract (the "Agreement") is made on this day of May 21, 2013, between The City of Costa Mesa (the "Operator") and Vern Altieri and the musicians who compose Catalina Island All Stars (the "Band") for the hiring of the Band as independent contractors to perform for Operator at "City of Costa Mesa's 60<sup>th</sup> Anniversary" (the "Show") held at 77 Fair Drive, Costa Mesa (the "Venue").

1. **Place, Date and Time.** The parties agree that the time and place of Show will be Community Stage, located at 77 Fair Drive, Costa Mesa, on **Sunday, June 30<sup>th</sup>, 2013**. Band's set will start at 1:15 pm and end at 3pm.
2. **Description of Show.** Show will be a musical performance to include three sets, one hour each (60 minutes of playing, with 15 minute breaks in between). Show will last a minimum of 3 total hours.
3. **Payment.** Compensation for the Show will not exceed **\$1,200 per 3 hours**, which includes travel expenses and hotel room(s) for one night. A 50% deposit of Fee (\$600) is due on the signing of this contract to secure the date and musicians. This is a required condition for the contract to proceed; if a 50% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 50% of Fee is due on the day of the performance, but may be made earlier.
4. **Cancellation.** Cancellation may be made by Operator before two days prior to the time of Show, in which case Operator's 50% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 50% of Fee. If Show is cancelled within 2 days of Show, Operator agrees to pay Band's full Fee.
5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the 50% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement (except for the time of Show), with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
6. **Band Guest Tickets.** Operator will make available to Band members a complimentary guest entry to band member's wife or guest (one guest per band member).
7. **Food and Drink.** Operator will provide Band with plenty of bottled water (food or alcohol at Operator's discretion).
8. **Parking/Van Access.** Operator will secure convenient location for Band's equipment truck within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

9. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, and will be performed immediately prior to set, or at a time to be mutually arranged between Band and Operator.

10. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available, if necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover potential claims.

11. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

12. **Arbitration settles disputes.** All claims or disputes by either party from or under this Agreement will be submitted to the rules of that Arbitration Service. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties will be their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in a arbitration award.

13. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

14. **Interpretation.** Agreement will be interpreted according to the laws of California.

15. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed Band Representative warrants he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants he has authority to bind Operator and Venue (above).

Signature of Band Representative: \_\_\_\_\_

Band's Representative typed name: Vern Altieri, Catalina Island All-Stars

Cell: \_\_\_\_\_ .oo.com

Signature of Operator's Representative: \_\_\_\_\_

Operator's Representative typed name: Dan Joyce, Public Affairs Manager

Operator: City of Costa Mesa

Address: 77 Fair Drive

City, ST Zip: Costa Mesa, CA 92626

Phone: 714-754-5667

VA/ab  
cc: CIMG

**BAND PERFORMANCE CONTRACT****May 21, 2013**

Attn: Dan Joyce  
 Operator: City of Costa Mesa  
 Address: 77 Fair Drive  
 City ST Zip: Costa Mesa, CA 92626

Delivery via email to: dan.joyce@costamesaca.gov

This contract (the "Agreement") is made on this day of May 21, 2013, between The City of Costa Mesa (the "Operator") and Vern Altieri and the musicians who compose Catalina Island All Stars (the "Band") for the hiring of the Band as independent contractors to perform for Operator at "City of Costa Mesa's 60<sup>th</sup> Anniversary" (the "Show") held at 77 Fair Drive, Costa Mesa (the "Venue").

1. **Place, Date and Time.** The parties agree that the time and place of Show will be Community Stage, located at 77 Fair Drive, Costa Mesa, on Sunday, June 30<sup>th</sup>, 2013. Band's set will start at 1:15 pm and end at 3pm.
2. **Description of Show.** Show will be a musical performance to include three sets, one hour each (60 minutes of playing, with 15 minute breaks in between). Show will last a minimum of 3 total hours.
3. **Payment.** Compensation for the Show will not exceed \$1,200 per 3 hours, which includes travel expenses and hotel room(s) for one night. A 50% deposit of Fee (\$600) is due on the signing of this contract to secure the date and musicians. This is a required condition for the contract to proceed; if a 50% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 50% of Fee is due on the day of the performance, but may be made earlier.
4. **Cancellation.** Cancellation may be made by Operator before two days prior to the time of Show, in which case Operator's 50% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 50% of Fee. If Show is cancelled within 2 days of Show, Operator agrees to pay Band's full Fee.
5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the 50% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement (except for the time of Show), with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
6. **Band Guest Tickets.** Operator will make available to Band members a complimentary guest entry to band member's wife or guest (one guest per band member).
7. **Food and Drink.** Operator will provide Band with plenty of bottled water (food or alcohol at Operator's discretion).
8. **Parking/Van Access.** Operator will secure convenient location for Band's equipment truck within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

9. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, and will be performed immediately prior to set, or at a time to be mutually arranged between Band and Operator.

10. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available, if necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover potential claims.

11. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

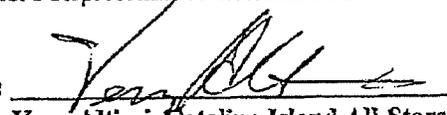
12. **Arbitration settles disputes.** All claims or disputes by either party from or under this Agreement will be submitted to the rules of that Arbitration Service. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties will be their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in a arbitration award.

13. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

14. **Interpretation.** Agreement will be interpreted according to the laws of California.

15. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

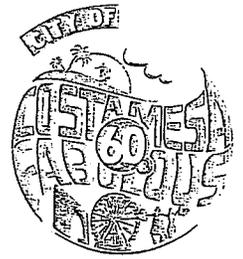
The below-signed Band Representative warrants he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants he has authority to bind Operator and Venue (above).

Signature of Band Representative:   
Band's Representative typed name: Vern Altieri, Catalina Island All-Stars  
Contact: :

Signature of Operator's Representative:   
Operator's Representative typed name: Dan Joyce, Public Affairs Manager  
Operator: City of Costa Mesa  
Address: 77 Fair Drive  
City, ST Zip: Costa Mesa, CA 92626  
Phone: 714-754-5667  
6/13/13

VA/ab  
cc: CIMG

THE HISTORY  
WHILE YOU  
CELEBRATE IT



June 21, 2013

Vern Altieri  
Catalina Island All-Stars  
P.O. Box 1811  
Avalon Ca, 90704

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract for Catalina Island All Stars

Dear Mr. Altieri:

Please find enclosed two duplicate original agreements of the contract for Catalina All Stars on June 30, 2013, and a check for the flat guarantee in the full amount of \$1,200 paid to the artist. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. You may also bring the signed agreement to the concert. Thank you.

Sincerely,

Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, TheSUNgrp, LLC

JOYCE, DAN

---

**From:** CI Musicians [<mailto:catalinamusicians@gmail.com>]  
**Sent:** Thursday, May 23, 2013 4:13 PM  
**To:** [cindy\\_brenneman@ca.rr.com](mailto:cindy_brenneman@ca.rr.com); JOYCE, DAN; Vern Altieri  
**Subject:** City of Costa Mesa, 60th Anniversary Celebration

Hi All,

Attached are the invoice and contract concerning the upcoming performance by the Catalina Island All Stars!

Let me know if you need anything else!

Regards,  
Allyn Bryan

Wanda Jackson Ent.

Wanda Jackson Enterprises

Check Date: 06/07/2013

Check No. 0172412

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Full Pymnt-Contract #10252	03/25/2013	00292791	10,000.00	0.00	10,000.00
----------------------------	------------	----------	-----------	------	-----------

Band: Wanda Jackson 6/28/13

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
 \_\_\_\_\_  
 SIGNATURE  
 6/7/13  
 DATE

Vendor Number 0000021766	Vendor Name Wanda Jackson Enterprises	Total Discounts \$0.00
Check Number 0172412	Date 06/07/2013	Total Amount \$10,000.00
		Discounts Taken \$0.00
		Total Paid Amount \$10,000.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0172412

Void After 90 Days

Date 06/07/2013

Pay Amount \$10,000.00\*\*\*

Pay \*\*\*\*\*TEN THOUSAND AND XX / 100 US DOLLAR\*\*\*\*

To The Order of  
 WANDA JACKSON ENTERPRISES  
 %APA INC  
 3010 POSTON AVE  
 NASHVILLE, TN 37203



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 5, 2013

Amount: \$10,000

### Submitted by:

Christine Cordon  
Print Name

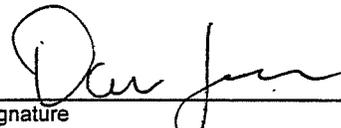
Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
For Mike Scheafer

Payee: Wanda Jackson Enterprises c/o APA, Inc.

Account No.: 217137-705

Address: 3010 Poston Ave.

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Nashville, TN 37203

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: (615) 297-0100

E-Mail Address: lcahill@apanashville.com

### Description: (Please initial invoice and attach)

\$10,000 flat guarantee for Wanda Jackson (performer)

Mail to: Wanda Jackson Enterprises c/o APA, Inc.

Address: 3010 Poston Ave.

City, State, Zip: Nashville, TN 37203

### Staff Approval:

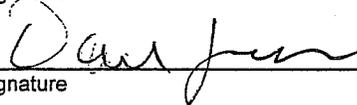
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

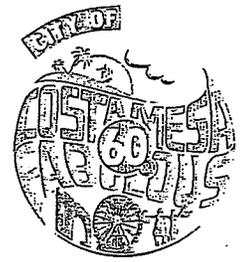
  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

6/6/13  
Date

DO NOT STOP  
WHILE YOU  
CELEBRATE IT



June 6, 2013

Wendell Goodman  
APA, Inc.  
3010 Poston Ave.  
Nashville, TN 37203

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract #102525, Wanda Jackson

Dear Ms. Goodman:

Please find enclosed a check for the flat guarantee in the full amount of \$10,000 paid to Wanda Jackson Enterprises for Contract #102525. Duplicate original agreements were mailed on May 14, 2013 and a duplicate original has not been received yet. Once they have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. Thank you.

Sincerely,

Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (2)

cc: Roland Barrera, TheSUNgrp, LLC



**AGENCY FOR THE PERFORMING ARTS, INC.**  
 NEW YORK LOS ANGELES NASHVILLE

Contract:	____/____/____
Received Deposit: \$	_____
Date:	____/____/____

Agreement made this date, Monday, March 25, 2013, by and between Wanda Jackson Enterprises (hereinafter referred to as Artist) and The City of Costa Mesa (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

CONTRACT #: 102525

**ARTIST(S):** Wanda Jackson 100% Co-Headline

**VENUE:** City of Costa Mesa's 60-Year costamesaca.gov 77 Fair Drive, Costa Mesa, CA 92704  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Producti Ian Ingram Pho Tamian2@aol.co

**DATE(S):** Fri. June 28, 2013

Artist to perform one (1) set approximately 75-85 minutes in length.

TICKETS:	Quantity	Grs Price	Cmp/Kls	Deduct	Net Price	Discriptn	No. Days/Shws:
	@	\$20.00			\$20.00	Adv	1 / 1
	@	\$25.00			\$25.00	DOS	Load In: Per Advance
							Snd Chck: Per Advance
							Doors Open: TBD
							Showtime(s): TBD
							Onstage: 8:00pm
							Ages: All Ages
							Curfew:

GP: \$0.00	Capacities	Merchandising
Tax:	Per Show:	Artist sell: 100/0 %
Net: \$0.00	Total tkts: 0	Build sell:

**TERMS:** \$10,000.00 Flat Guarantee

Purchaser and Artist agree not to publicly advertise this engagement until June 7th, 2013.

PLUS Purchaser agrees to provide and pay for sound and lights to meet with artist's specifications and approval.

Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full.

**ADDITIONAL PROVISIONS:** Purchaser shall provide and pay for, as per Artist's specifications, any and all rider requirements.

**OTHER ACT[S]:** Berlin 100%CH/ Artist Approved Support

**PAYMENTS:** \$5,000.00 US deposit made payable to APA, Inc. by cashier's check or bank wire only due by: May 28, 2013

Signed contracts and riders due by: April 8, 2013

The balance of the guarantee shall be paid to Artist or Artist's representative immediately after the performance via cash, certified/cashier's check or money order.

Artist's certified/cashier's checks should be made payable to Wanda Jackson Enterprises

Agency for the Performing Arts, Inc Bank Wire Information Union Bank of California ABA#	9460 Wilshire Blvd., Beverly Hills, CA 90212
--	--

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither APA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement if they shall also constitute a part of this agreement. and shall be signed by all parties to this contract.

This contract and its attachments may be executed and exchanged electronically or by fax.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Wanda Jackson Enterprises  
 Wendell Goodman Fed ID# \_\_\_\_\_  
 X   
 c/o APA, Inc. 3010 Boston Ave.  
 Nashville, TN 37203  
 615 297 0100 Fax: 615 297 5434  
 BOOKING AGENT: Stu Walker

The City of Costa Mesa  
 Dan Joyce  
 X 5/14/13  
 c/o roland@sophisticatesunited.com 1762 Kenwood Pl, Ste H  
 Costa Mesa, CA. 92627  
 714-290-0375 Fax:  
 CONTACT: Roland Barreja

NEVER STOP  
WHILE YOU  
CELEBRATE IT



May 14, 2013

Wendell Goodman  
Agency for the Performing Arts, Inc.  
3010 Poston Ave.  
Nashville, TN 37203

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration – Contract #102525, Wanda Jackson

Dear Mr. Goodman:

Please find enclosed two duplicate original agreements of Contract #102525 for Wanda Jackson. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. A deposit check in the amount of \$5,000 is forthcoming. Thank you.

Sincerely,

Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (3)

cc: Roland Barrera, SUN Grp, LLC  
Dan Joyce, City of Costa Mesa

**JOYCE, DAN**

---

**From:** Roland Barrera <roland@sophisticatesunited.com>  
**Sent:** Thursday, May 09, 2013 10:39 AM  
**Cc:** JOYCE, DAN  
**Subject:** [BULK] Re: Wanda Jackson - Costa Mesa's 60-Year Anniversary - Costa Mesa, CA - 06.28.13 - Contract

**Importance:** Low

Hi Dan,

We need to make sure that all 25+ contracts are all in next week I can handle the local guys and contract them by SUN just so that they know that they are in and bound to show up on time etc...

Roland Barrera  
Director Of Operations  
714.290.0375  
TheSUNgrp, LLC

[www.sophisticatesunited.com](http://www.sophisticatesunited.com), [www.facebook.com/thesungroup](http://www.facebook.com/thesungroup)

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On May 9, 2013, at 10:28 AM, Cahill, Luke wrote:

Still need to get this contract returned. Please advise...

**Luke Cahill**

Assistant to Stu Walker and Heath Baumhor  
APA | 3010 Poston Ave. Nashville, TN 37203  
Phone: (615) 297-0100 | Fax : (615) 297-5434  
[lcahill@apanashville.com](mailto:lcahill@apanashville.com) | [www.apa-agency.com](http://www.apa-agency.com)

---

**From:** Cahill, Luke  
**Sent:** Wednesday, April 24, 2013 12:24 PM  
**To:** 'Roland Barrera'  
**Cc:** DAN JOYCE  
**Subject:** RE: Wanda Jackson - Costa Mesa's 60-Year Anniversary - Costa Mesa, CA - 06.28.13 - Contract

The revised contract is attached. Thanks for handling!

**Luke Cahill**

Assistant to Stu Walker

APA | 3010 Poston Ave. Nashville, TN 37203

Phone: (615) 297-0100 | Fax : (615) 297-5434

[lcahill@apanashville.com](mailto:lcahill@apanashville.com) | [www.apa-agency.com](http://www.apa-agency.com)

---

**From:** Roland Barrera [<mailto:roland@sophisticatesunited.com>]

**Sent:** Wednesday, April 24, 2013 12:16 PM

**To:** Cahill, Luke

**Cc:** DAN JOYCE

**Subject:** Re: Wanda Jackson - Costa Mesa's 60-Year Anniversary - Costa Mesa, CA - 06.28.13 - Contract

Hello Luke,

The city manager is cc'd here and will get the contract and deposit out as soon as possible. In the meantime since Costa Mesa is a government agency would you mind revising the signatory to the below?:

Dan Joyce  
Public Affairs Manager  
City of Costa Mesa  
CEO Office, 5th Floor  
77 Fair Drive, Costa Mesa, 92628  
Ph. (714) 754-5667 Fax. (714) 754-5330  
[dan.joyce@costamesaca.gov](mailto:dan.joyce@costamesaca.gov)

They will need this for their contracts and records. Deposits are going out this week and apologize for the inconvenience.

Respectfully,

Roland Barrera

Director Of Operations

714.290.0375

TheSUNgrp, LLC

[www.sophisticatesunited.com](http://www.sophisticatesunited.com), [www.facebook.com/thesungroup](http://www.facebook.com/thesungroup)

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On Apr 24, 2013, at 10:04 AM, Cahill, Luke wrote:

Hi Roland,

Quick reminder that this contract was due in our office a few weeks ago. Please get that in as soon as possible.

Thanks,

**Luke Cahill**

**Assistant to Stu Walker**

APA | 3010 Poston Ave. Nashville, TN 37203

Phone: (615) 297-0100 | Fax : (615) 297-5434

[lcahill@apanashville.com](mailto:lcahill@apanashville.com) | [www.apa-agency.com](http://www.apa-agency.com)

---

**From:** Cahill, Luke

**Sent:** Monday, March 25, 2013 7:20 PM

**To:** 'roland@sophisticatesunited.com'

**Cc:** Walker, Stu ([swalker@apanashville.com](mailto:swalker@apanashville.com))

**Subject:** Wanda Jackson - Costa Mesa's 60-Year Anniversary - Costa Mesa, CA - 06.28.13 - Contract

Good evening,

The contract and bio for Wanda Jackson are attached. Please sign and return the full contract document as soon as possible. You may not announce Wanda's slot until the contract has been returned. The contract and deposit are due in our office on the following dates at the latest:

*Contract: 04.08.13*

*Deposit: 05.28.13*

Please respond to let us know you have received this. If for any reason the contract or deposit will be returned after these due dates be sure to let us know immediately.

When sending Artist deposit to APA via bank wire, please note that to ensure we properly receive the funds you **must reference the Artist name and show date** on the wire information.

You can access promotional tools or photos at the following link(s):

<http://ge.tt/1pTZ7RM/v/0?c> (Hi-Res *Unfinished Business* Album Art)

<http://i.imgur.com/wOFMc.jpg> (Hi-Res Press Photo 1 – credit Joshua Wilkins)

<http://i.imgur.com/8OtTI.jpg> (Hi-Res Press Photo 2 – credit Joshua Wilkins)

<http://i.imgur.com/iVtT1.jpg> (Hi-Res Press Photo 3 – credit Joshua Wilkins)

<http://www.youtube.com/watch?v=lnXbQpSxUZI> (*Unfinished Business* Promo Video)

Feel free to contact us with any questions.

Thanks,

**Luke Cahill**

**Assistant to Stu Walker**

APA | 3010 Poston Ave. Nashville, TN 37203

Phone: (615) 297-0100 | Fax : (615) 297-5434

[lcahill@apanashville.com](mailto:lcahill@apanashville.com) | [www.apa-agency.com](http://www.apa-agency.com)

**JOYCE, DAN**

---

**From:** Roland Barrera <roland@sophisticatesunited.com>  
**Sent:** Wednesday, April 24, 2013 3:38 PM  
**To:** JOYCE, DAN  
**Subject:** Wanda's Official Offer  
**Attachments:** SUN Offer for Wanda Jackson 6-28-13.doc

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dan,

The offer for Wanda is attached. I know you had question regarding hotels and such. We we say all in that means a flat rate no more or no less...and if you look at the offer on Air fair, hotel and ground transportation we list N/A. When you sign and send back be sure to cross those items off.

Thanks,

Roland Barrera  
Director Of Operations  
714.290.0375  
TheSUNgrp, LLC

[www.sophisticatesunited.com](http://www.sophisticatesunited.com), [www.facebook.com/thesungroup](http://www.facebook.com/thesungroup)

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1762 Kenwood Place, Suite H  
Costa Mesa, Ca 92627  
714.290.0375

**OFFER TO ENGAGE TALENT**

**ARTIST:** Wanda Jackson  
**To Support:** Open  
**DATE:** 6/28/13  
**FINANCIAL OFFER:** \$10,000 flat all in.  
**PRODUCTION COST (Sound, Stage & Lighting):** 25K  
**PERMITS:** \$475  
**SOUND/LIGHTING TECHS:** \$1,500  
**SECURITY:** \$5,000  
**FLIGHTS:** N/A  
**HOTEL:** N/A  
**GROUND:** N/A

**VENUE NAME:** City Of Costa Mesa's 60-Year Anniversary  
**VENUE STREET ADDRESS:** 77 Fair Dr, Costa Mesa, CA.,  
**VENUE CITY/STATE/COUNTRY:** Santa Ana, Ca 92704  
**VENUE PHONE:**  
**CAPACITY:** 5000  
**TICKET PRICE - ADV:** \$20  
**TICKET PRICE - DOS:** \$25  
**AGES TO ENTER:** All Ages  
**MERCH POSSIBLE:** Yes  
**MERCH STAFFED:** No

**SIGNATORY INFO FOR BUYER**

**BUYER CONTACT:** Roland Barrera  
**PROMOTER COMPANY:** The SUN Grp, LLC  
**PROMOTER STREET ADDRESS:** 1762 Kenwood Place, Suite - H  
**CITY/STATE/COUNTRY:** Costa Mesa, CA 92627  
**PROMOTER MOBILE:** 714.290.0375  
**CONTRACT SIGNATORY:** Dan Joyce (City Of Costa Mesa Manager)  
**WEBSITE:** www.sophisticatesunited.com  
**DAY OF SHOW CONTACT:** Roland Barrera  
**EXPERIENCE:** LAST EVENTS (artist/venue/date): Warpaint, Hanni El Khatib, HAR MAR SUPERSTARS, Devendra Banhart (DJ Set), Edward Sharpe & The Magnetic Zero's, The Growlers, Gardens & Villa, SOKO, Ryan Hahn (Local Natives Dj set), HANDS, The Entrance Band, Allah Las, Little Hurricane, Quantic, White Arrows, RAC, Chico Mann, Penguin Prison, Races, Superhumanoids, Yacht, Wildcat!Wildcat! & Jason Bentley.

# WANDA JACKSON

This Rider is attached to and made a part of the contract between Wanda Jackson Enterprises ("Producer") furnishing the services of Wanda Jackson ("Artist") and the purchaser of said services ("Purchaser") as defined on the face of the Contract in connection with Artist's performance(s) at the venue described therein (the "Venue" or the "Engagement"). To the extent this Rider conflicts with the terms and conditions contained in the Contract or in any other contract, the terms and conditions contained in this Rider shall control.

## Contact Information

### **Personal and Tour Manager:**

Wanda Jackson Enterprises | Wendell Goodman  
[wandaient@aol.com](mailto:wandaient@aol.com) | 405-692-7719

### **Booking:**

APA | Stu Walker (RA)  
[swalker@apanashville.com](mailto:swalker@apanashville.com) | 615-297-0100

### **Tour Advance/Tour Press/Interview & Media Requests:**

Jon Hensley  
[info@jonhensley.com](mailto:info@jonhensley.com) | 270-543-0522

**Producer and Purchaser hereby agree to the following additional terms and conditions:**

**1. BILLING / ADVERTISING**

Unless otherwise stated to the contrary in the Contract, Artist shall receive 100% sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over all advertising, promotions and sponsorship.

**2. CANCELLATION**

Producer shall have the right, in its sole discretion, to cancel the Engagement without liability, by giving Purchaser notice thereof at least thirty (30) days prior to the start of the Engagement.

**3. FORCE MAJEURE**

If Artist's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any monies called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "Artist" shall include, Artist or any member thereof.

**4. INCLEMENT WEATHER**

Producer's obligations hereunder shall be excused and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the full contract price plus any percentage monies called for in the Contract.

**5. STAGING**

Purchaser shall provide and pay for an adequate stage suitable for its intended purpose. Without limiting the generality of the foregoing, said stage shall be designed and constructed in order to accommodate Artist's production requirements including those contained in the attached Artist Technical Rider. If the Engagement is to be performed outdoors, Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including Artist and their crew) from inclement weather and dangerous conditions resulting therefrom. The foregoing shall apply to, without limitation, all stage areas, mixing consoles and wiring. Producer shall have the sole right to determine in good faith whether such covering and grounding is adequate.

**6. CREATIVE CONTROL**

Producer shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound, lights, choice of performers (including master of ceremonies and welcoming speakers) and their length of performance, stage sets, curtains, backdrops, song selection, manner of performance, and any music, film or videotape played to patrons at any time during the Engagement including prior to performance and during intermission (if any).

**7. ANCILLARY RIGHTS**

**a. RECORDING**

Purchaser agrees that Artist's performance hereunder, including any part thereof, shall not be broadcast, photographed, recorded, filmed, taped or otherwise reproduced in any form, by any method, for any purpose, without Artist's and Producer's prior written consent.

**b. MERCHANDISING**

Producer, or its designee, shall have the sole and exclusive right, without obligation to any party, to sell and distribute merchandise of any kind at the Engagement. Unless otherwise agreed to in writing, Producer shall retain 100% of the gross receipts resulting from the sale of said merchandise. Purchaser shall provide, at its sole cost, well lit, secure, prime locations for merchandising.

**8. SETTLEMENT**

Producer shall have the right to enter the box-office at any time (before, during and after the performance) to examine and make extracts from the box-office records of Purchaser relating to the gross receipts of the Engagement. Purchaser shall provide Producer with a written box-office statement (certified and signed by Purchaser) within one (1) hour following the Engagement. Copy of all comps and guest list.

**9. INDEMNIFICATION**

Purchaser agrees to indemnify and hold harmless Producer and Artist and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by a third party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein. This indemnity and hold harmless provision shall not apply to any claims, costs, expenses, damages, liabilities, losses, and/or judgments resulting from the gross negligence or willful misconduct of Producer and/or Artist and each of their respective employees, agents and contractors.

**10. TAXES**

Purchaser shall pay, at its sole cost, all taxes, fees, dues, levies and the like relating to the Engagement and the sums payable to Producer shall be free of same. The foregoing shall not apply to any Federal or State income taxes imposed by law on Producer or Artist for Engagements performed within the United States (unless otherwise stated on the face of the Contract) but shall apply to all other forms of taxes including, without limitation, any business occupations tax or any value added tax ("VAT").

**11. CHOICE OF LAW AND FORUM**

This Rider and Contract shall be deemed made and entered into in the State of California and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The State or Federal courts located in Orange County, California shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts.

**12. INTERNATIONAL TRAVEL**

If the Engagement is to be performed outside the continental limits of the United States, Purchaser agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable Artist, entourage and their equipment to enter and leave the country of the Engagement and for Artist and Artist's performers to render their services hereunder. Purchaser shall cause the foregoing to be provided to Producer (or to such location as directed by Producer in writing) in a timely manner. To the extent Purchaser requests any information or documents from Artist or Producer in connection therewith, such request shall be in writing and shall be made in a timely manner.

**13. INSURANCE**

Purchaser shall provide, at its sole cost, Commercial General Liability insurance covering any third party claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the Venue, but shall not be less than One Million U.S. Dollars (\$1,000,000) aggregate per occurrence and One Million U.S. Dollars (\$1,000,000) per event, placed with an insurance carrier acceptable to Producer. Said insurance shall be in full force and effect at all times Producer, Artist or any of their respective employees, agents or contractors (or any of their respective equipment) is or are at the Venue. Wanda Jackson Enterprises, all individual musicians, their employees, sub contractors, and APA Talent Agency, shall be listed as additional insureds in connection with the foregoing insurance policies. Purchaser shall also provide, at its sole cost, a policy of Worker's Compensation insurance covering all of Purchaser's employees, subject to the requirements of the applicable state or foreign law. Producer's failure to request, review or comment on such certificates shall not affect Producer's rights or Purchaser's obligations hereunder.

**14. SECURITY**

Purchaser is solely responsible for providing security in connection with the Engagement. Accordingly, Purchaser shall provide and pay for adequate security for the protection of all persons and property in connection with the Engagement including, without limitation, Producer, Artist (and each of their respective agents, employees, contractors and equipment) and patrons. The foregoing is in addition to any other security requirements of Producer contained in the attached Artist Production Rider (if any).

**15. LICENSES / PERMITS**

Purchaser shall secure, at its sole cost, all licenses, permits, certificates, leases, authorizations and the like required or requested by any union, guild, governmental authority, performing rights society, Venue owner or any other third party in connection with (i) the Engagement and (ii) Artist's / Producer's exercise of any rights granted herein. Purchaser agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues and fees applicable thereto. Upon request, Purchaser shall provide Producer with evidence of the foregoing; provided that Producer's failure to request or review same shall not be deemed a waiver of Purchaser's obligations or Producer's rights hereunder.

**16. GENERAL REQUIREMENTS / PRODUCTION RIDER**

Except as otherwise agreed to by the parties in writing or as otherwise stated in the attached Artist Production Rider (if any), Purchaser shall provide, at its sole cost, all elements of the production as required by Artist including, without limitation, catering, dressing rooms, internal ground transportation, sound, lights and backline equipment. If the Artist Production Rider is attached hereto, then said Artist Production Rider shall be made a part hereof and Purchaser agrees to fulfill or cause to be fulfilled, at its sole cost, all terms and conditions contained therein.

**17. ADDITIONAL REPRESENTATIONS AND WARRANTIES**

Purchaser represents and warrants that: (i) it has the right and authority to enter into this Rider and Contract and to fully perform its obligations contained herein; (ii) it has the right to grant the rights granted herein and that Artist's / Producer's exercise of any such rights does not and will not infringe upon or impair the rights or interests of any third party; (iii) all goods, equipment and other materials provided by Purchaser (or at its request or direction) shall be safe, fully operational, and will not cause injury or damage to any person or property; and (iv) that all persons provided by Purchaser (including, its agents, employees and contractors) shall be adequately trained and capable of performing their required duties and that such persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property. The undersigned warrant and represent that they are authorized to execute this Rider and Contract on behalf of the respective parties.

**18. RETURN OF CONTRACT** Purchaser agrees to sign and return this Rider and Contract to Producer's agent, APA Talent Agency, within ten (10) days from the date of the Contract; otherwise Producer shall have the right to cancel the Engagement upon notice thereof without liability. Producer's failure to exercise its right to cancel the Engagement upon the completion of said ten (10) day period shall not be deemed a waiver of Producer's right to cancel the Engagement at any time thereafter.

**19. MODIFICATION / ASSIGNMENT / MISC.**

This Rider and Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Rider and Contract (or any part thereof) may not be changed, modified or waived except by a signed, written agreement of the parties.

**20. ANTICIPATED BREACH**

It is expressly agreed that APA Talent Agency has the right, on behalf of the Artist at anytime, to require payment in full prior to Artist's departure for engagement(s) mentioned on the face of this contract. The Purchaser's failure to comply with these provisions shall be considered willful breach of contract and all deposits in possession of APA Talent Agency and shall be retained on behalf of Artist.

**20. NOTICES / CONSENTS**

All notices, consents, approvals and the like given in connection with this Rider and Contract shall not be effective unless contained in a writing, signed by the party giving same.

**21. PARAGRAPH HEADINGS**

Paragraph headings are used herein for convenience only and shall not be used to interpret this Rider.

**WANDA JACKSON GENERAL RIDER**

**I. DRESSING ROOMS/HOSPITALITY**

**A. Wanda Jackson shall have a separate private dressing room.** It should be a secure area with easy access to stage. If dressing room is capable of being locked, a key will be given to tour manager at load-in and returned after load out.

**B. A second dressing room for the band should be large enough to accommodate comfortable seating for up to seven people and storage of personal items and instruments.**

**C. The following shall be placed in the dressing/green room at load in.**

- 4 clean, white terry cloth hand towels for stage
- 1 case (24) of bottled drinking water
- 1 case (24) of Premium Beer (iced down)
- 1 Bottle of Chardonnay
- 1 Bottle of Red Wine
- Light snacks for Artist and band

**\*\*Wanda requires hot (drinkable temperature) Traditional Medicinals "Throat Coat" tea 15 minutes prior to her performance\*\*** "Throat Coat" can be found at Walgreens or any other major drug, supermarket or health goods store.

**II. DINNER ACCOMMODATIONS**

**A. Up to seven (7) hot, healthy, appetizing meals shall be provided at a time agreed on between the tour manager and the venue.**

**B. In the situation of a catered dinner tour manager must sign off menu in advance.**

**C. Buy Out: Meal buy outs are \$20.00 per person. This is payable in cash to tour manager prior to load-in.**

**III. HOUSING ACCOMMODATIONS**

Artist shall receive 1 king suite & up to 8 single or 4 double rooms. Lodging should be good quality, clean, and in a safe location with secured parking. Rooms shall be available for check in 6 hours prior to load-in. Preferred lodging: 1) Embassy Suites - 2) Hilton Suites - 3) Crowne Plaza or reputable chains like Marriott, Hilton, Hampton Inn, et al

**IV. MERCHANDISING**

The venue agrees to provide a table and chairs in a highly visible, well lit and secure area for the Artist to sell merchandise. Artist requires use of a phone line during event for credit/debit transactions. If one can't be provided during show have one available after show.

## WANDA JACKSON PRODUCTION RIDER

### A. SOUND EQUIPMENT

PURCHASER shall provide a professional quality sound system adequate to cover venue and including at least:

1. A state-of-the-art professional quality sound mixing board, with a minimum of sixteen (16) channels and outputs for mains and monitors, four (4) bands of EQ per channel (3 bands EQ per channel with mid-sweep is acceptable), outputs for mains, monitors and at least one extra aux/effects send.
2. All mics on boom stands.
3. MINIMUM of FIVE (5) wedge floor monitors with MINIMUM of FOUR (4) mixes with a 1/3 octave EQ for each monitor mix. 15" monitors preferred (especially for drum position). If touring with more than five band members, monitors and mixes to increase.
4. The system should have 1/3 octave EQ on main send(s) and speakers of at least a 15" horn cabinet for mid/highs and a subwoofer for lows.
5. Power amplification of at MINIMUM 300 watts per side for mid/highs and 600 watts for the subwoofer.
6. The above system should cover a small auditorium or theater (500 seats). Size of main speakers and power amplification should be increased accordingly for larger facilities or outdoor festivals. (Stage diagram is attached.)
7. The mixing and sound board must be operated from an audience position. This position must have a full, clear view of stage center.
8. THE VENUE OR SOUND COMPANY SHALL PROVIDE AT LEAST ONE (1) AND NO MORE THAN TWO (2) QUALIFIED SOUND TECHNICIANS WHO SHALL BE THE SAME PERSONS AT THE SOUND CHECK AND ALL PERFORMANCES OF THIS ENGAGEMENT IN ORDER TO ASSIST ARTIST AND/OR HIS REPRESENTATIVE.
9. If there is an opening band the venue must guard or re-patch all of the vocal and acoustic channels of ARTIST and return all other channels to their post ARTIST sound check positions.
10. Please provide name and day of show phone number/email of house sound engineer.

### B. LIGHTS

1. PURCHASER shall provide a professional quality lighting system for any indoor performance and/or any outdoor performance when performance will take place near or after sunset.
2. Lighting should be a minimum of a general stage wash covering the entire area designated on the stage diagram. In all possible instances, a solo spotlight and operator shall be provided.

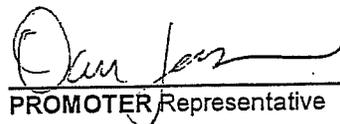
### C. BACKLINE

1. In the event PURCHASER is to provide and pay for ARTIST backline, instrument requirements are listed below (a detailed list with a stage plot is attached to the end of this rider):

- 3 horns with DIs
- 1 electric bass and bass rig
- 2 guitars with amps
- 1 pedal steel with amp
- 1 organ/keys with amp or DIs
- 1 drum kit

### D. LOADERS

1. VENUE to provide a minimum of two (2) sober loaders/stagehands for Load In and Load out. This is non-negotiable.

 5/14/13  
PROMOTER Representative

  
ARTIST Representative

## WANDA JACKSON BACKLINE & STAGE PLOT

Stage left guitar: Fender Deluxe Reverb or Twin Reverb

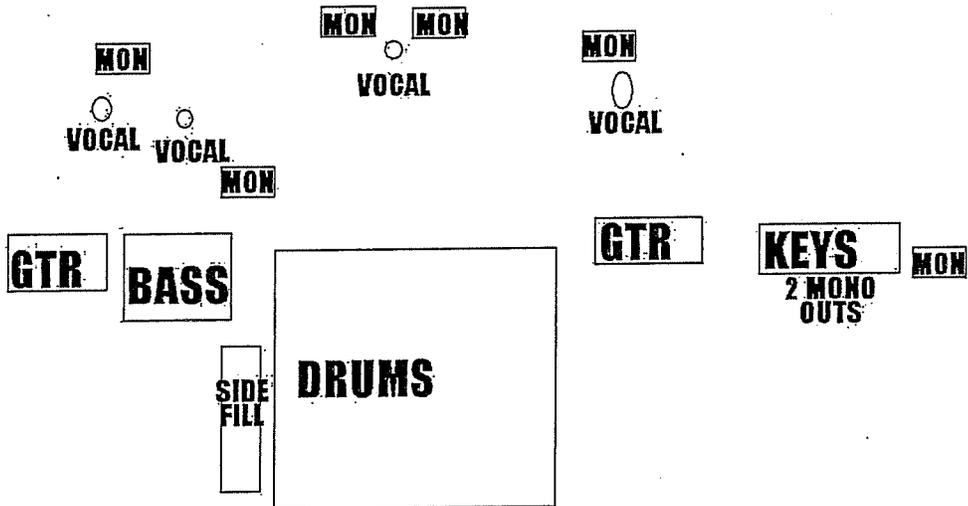
Bass: Peavey Tour 700 head and 4-10 cab and D.I.

Stage right guitar: Peavey classic 50 either 2/12 or 4/10

Keys: Yamaha CP 33 or equivalent

Drums: 22" kick, 12" rack tom, 16" floor tom, 3 cymbal stands, 1 hi hat stand, snare stand, kick pedal.

## WANDA JACKSON STAGE PLOT



# White Arrows Music

Check Date: 06/07/2013			Check No. 0172432		
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount

Full Pymnt-Contract #12391	06/04/2013	00292780	2,000.00	0.00	2,000.00
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Band: White Arrows 6/30/13

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
  
 \_\_\_\_\_  
 SIGNATURE  
 6/7/13  
 \_\_\_\_\_  
 DATE

Vendor Number 0000021770	Vendor Name White Arrows Music LLC	Total Discounts \$0.00
Check Number 0172432	Date 06/07/2013	Total Amount \$2,000.00
		Discounts Taken \$0.00
		Total Paid Amount \$2,000.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0172432

Void After 90 Days

Date 06/07/2013

Pay Amount \$2,000.00\*\*\*

Pay \*\*\*\*TWO THOUSAND AND XX / 100 US DOLLAR\*\*\*\*

To The Order of  
 WHITE ARROWS MUSIC LLC  
 9100 WILSHIRE BLVD #400W  
 BEVERLY HILLS, CA 90212



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 4, 2013

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

Amount: \$2,000

Chit  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

Dan Joyce  
Signature

for Mike Scheafer

Payee: High Road Touring

Account No.: 217137-705

Address: 751 Bridgeway, 3rd Floor

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Sausalito, CA 94965

Payee Tax ID No.:

Telephone Number: (415) 332-9292

E-Mail Address:

### Description: (Please initial invoice and attach)

\$2,000 flat guarantee for White Arrows @ 60<sup>th</sup> Anniversary Celebration; Contract #123911

9100 Wilshire Blvd #400 W  
Beverly Hills, CA 90212

Mail to: High Road Touring

Address: 751 Bridgeway, 3rd Floor

City, State, Zip: Sausalito, CA 94965

### Staff Approval:

Christine Cordon  
Print Name

Special Events Coordinator  
Title

Chit  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

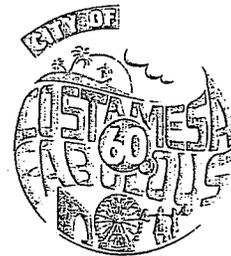
Dan Joyce  
Signature

### City of Costa Mesa Finance Department Approval:

Robby Pang  
Signature

6/6/13  
Date

THE HISTORIC  
WHILE YOU  
CELEBRATE IT



June 6, 2013

Meredith Aleandri  
High Road Touring, LLC.  
751 Bridgeway, 3rd Floor  
Sausalito, CA 94965

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract #123911, White Arrows

Dear Ms. Aleandri:

Please find enclosed two duplicate original agreements of Contract #123911 for White Arrows, and a check for the flat guarantee in the full amount of \$2,000 paid to the artist. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. Thank you.

Sincerely,

  
Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, TheSUNgrp, LLC

# high road touring

Phone: (415) 332-9292

Fax: (415) 332-4692

Contract 123911

Agreement made this date, **May 28, 2013** by and between **White Arrows Music, LLC** (hereinafter referred to as Artist) and **City of Costa Mesa** (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

**ARTIST:** White Arrows 100% Equal Festival

**VENUE:** City of Costa Mesa's 60-Year Anniversary Event 77 Fair Dr., Costa Mesa, CA 92626, USA

**PRODUCTION:** Roland Barrera 714.290.0375 roland@sophisticatesunited.com

**SHOWDATES:**

Sun, Jun 30, 2013

**TICKETS:**

Description	Quantity	Comps	Kills	Price	Deductions	GP	Adjusted GP
GA	5,000	0	0	25.00	0	125,000.00	125,000.00
	5,000	0	0			125,000.00	125,000.00
Total Shows: 1	5,000	0	0			<b>Gross Potential:</b>	125,000.00
Facilities Ticket Surcharge: 0						<b>Adjusted Gross Potential:</b>	125,000.00
						<b>Tax (%): Tax Total:</b>	0.00
						<b>Net Potential:</b>	125,000.00

**TERMS:** 2,000.00 US Dollar (US\$) guarantee paid to Artist.  
Flat guarantee paid to Artist.

**ADDITIONAL PROVISIONS:**

Purchaser agrees to provide in house (sound and lights)

**Contract Due to High Road Touring by 5/31/2013**

**EVENT SPECIFICS:**

SUNDAY, JUNE 30, 2013 12:30PM BAND CONCERT

Doors Open: 12pm Show Time: 12:30pm Onstage Time: 3:45pm (approx.) Curfew: Age Limit: All Ages  
Notes: Main Stage.

**MERCHANDISING RATES:**

Building Sell Merchandise %: Artist Sell Merchandise %: 100  
Building Sell Recorded Product %: Artist Sell Recorded Product %: 100  
Notes:

**OTHER ARTIST(S) PAID BY PROMOTER:**

- 1 Eric Burdon & The Animals 100% Equal Festival US Dollar (US\$)
- 2 Little Hurricane 100% Equal Festival US Dollar (US\$)
- 3 Adam Green & Binki Shapiro 100% Equal Festival US Dollar (US\$)
- 4 He's My Brother She's My Sister
- 5 Beach Fossils 100% Equal Festival US Dollar (US\$)
- 6 The Soft Pack 100% Equal Festival US Dollar (US\$)
- 7 Wanda Jackson 100% Equal Festival US Dollar (US\$)
- 8 Berlin 100% Equal Festival US Dollar (US\$)

**PAYMENTS:**

1000 US Dollar (US\$) Deposit to this Agency by certified check or bank wire only due by:

Balance of payment in cash or company check is due on the night of show made payable to Artist's touring entity.

High Road Touring Bank Wire Information; Bank of Marin, ABA#

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist.

It is understood by the Purchaser and the Artist who are parties to this contract that neither High Road Touring nor its employees nor directors are parties to this contract in any capacity other than as Agent and, therefore, that neither High Road Touring nor its employees nor directors shall be liable for the performance of breach of any provision hereof.

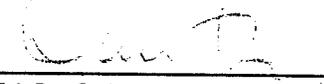
This contract shall not be binding unless signed by all parties hereto. Should any Additional Provision(s), Rider, Addendum, and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract.

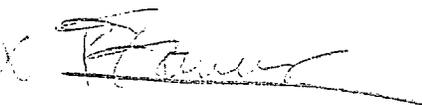
This agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

White Arrows Music, LLC  
45-2346040

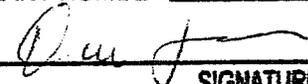
City of Costa Mesa  
Signatory: Dan Joyce Fed ID#:

X  
C/O High Road Touring;  
Booking Agent: Zachary Cepin (415) 332-9292 Fax:(415) 332-4692

X   
77 Fair Dr., Costa Mesa, CA 92626, USA  
714-754-5667 Fax: 714-754-5330  
Contact: Roland Barrera

X 

# WME Entertainment

Check Date: 06/07/2013			Check No. 0172410			
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount	
Full Pymnt-Anna Lunoe	06/04/2013	00292785	1,250.00	0.00	1,250.00	
<i>Band: Anna Lunoe 6/30/13</i>						
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>I ACKNOWLEDGE RECEIPT OF  WARRANT NUMBER _____    SIGNATURE  06/07/13  DATE</p> </div>						
Vendor Number 0000021762	Vendor Name WME Entertainment LLC		Total Discounts \$0.00	Total Paid Amount \$1,250.00		
Check Number 0172410	Date 06/07/2013	Total Amount \$1,250.00	Discounts Taken \$0.00			

CITY OF COSTA MESA  
77 Fair Dr  
Costa Mesa, CA 92626

BANK OF AMERICA  
3233 Park Center Dr.  
Costa Mesa, CA 92626  
16-66/1220

0172410

Void After 90 Days

Date 06/07/2013

Pay Amount \$1,250.00\*\*\*

Pay \*\*\*\*ONE THOUSAND TWO HUNDRED FIFTY AND XX / 100 US DOLLAR\*\*\*\*

To The Order of WME ENTERTAINMENT LLC  
9601 WILSHIRE BLVD 3RD FL  
BEVERLY HILLS, CA 90210



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 4, 2013

Amount: \$1,250

### Submitted by:

Christine Cordon  
Print Name

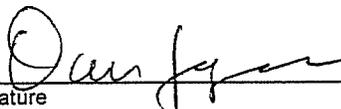
Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
*For Mike Scheafer*

Payee: William Morris Endeavor Entertainment, LLC

Account No.: 217137-705

Address: 9601 Wilshire Boulevard, 3<sup>rd</sup> Floor

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Beverly Hills, CA 90210

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: ilk@wmeentertainment.com

### Description: (Please initial invoice and attach)

\$1,250 flat guarantee for Anna Lunoe @ 60<sup>th</sup> Anniversary Celebration

Mail to: William Morris Endeavor Entertainment, LLC c/o Josh Kurfist

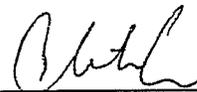
Address: 9601 Wilshire Boulevard, 3<sup>rd</sup> Floor

City, State, Zip: Beverly Hills, CA 90210

### Staff Approval:

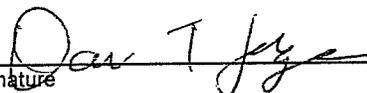
Christine Cordon  
Print Name

Special Events Coordinator  
Title

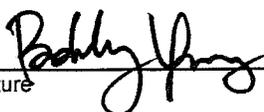
  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

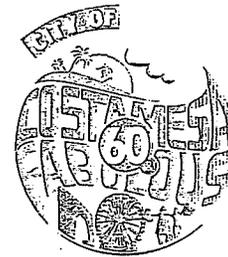
  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

6/6/13  
Date

THE HISTORY  
WHILE YOU  
CELEBRATE IT



June 6, 2013

Josh Kurfist  
William Morris Endeavor Entertainment, LLC  
9601 Wilshire Boulevard, 3<sup>rd</sup> Floor  
Beverly Hills, CA 90210

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract for Anna Lunoe

Dear Mr. Kurfist:

Please find enclosed two duplicate original agreements of the contract for Anna Lunoe, and a check for the flat guarantee in the full amount of \$1,250 paid to the producer's agent. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. Thank you.

Sincerely,

Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, TheSUNgrp, LLC



9601 Wilshire Boulevard  
 3rd Floor  
 Beverly Hills, CA 90210  
 USA  
 Phone: +1 310-859-4458  
 email: JLK@wmeentertainment.com

**ANNA LUNOE**

**ANNA LUNOE**

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

Agreement made 31 May 2013 between ANNA LUNOE (hereinafter referred to as "PRODUCER") furnishing the services of ANNA LUNOE (hereinafter referred to as "ARTIST") and ~~THE SUN GRP, LLC~~/Dan Joyce (hereinafter referred to as "PURCHASER")

*DJ*

It is mutually agreed between the parties as follows:

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

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

CITY OF COSTA MESA'S 60-YEAR ANNIVERSARY  
 OC Fair and Event Center  
 88 Fair Drive  
 Costa Mesa, CA 92626  
 USA

**2. DATE(S) OF ENGAGEMENT: Sun 30 Jun 2013**

- a. Number of Shows: 1
- b. Show Schedule(s):
  - 12:00 PM: Doors
  - 12:30 PM: DJ/ or Live
  - 01:45 PM: Danny Love
  - 02:15 PM: Boogaloo Assassins
  - 03:30 PM: Danny Love
  - 04:15 PM: Saint Motel
  - 05:15 PM: (Change Over)
  - 05:30 PM: Mr. Little Jeans
  - 06:30 PM: ANNA LUNOE; (90 min.)
  - 09:00 PM: Curfew

Closing Stage 2.

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

Festival Billing.

**4. COMPENSATION:**

\$1,250.00 USD (One Thousand, Two Hundred Fifty U.S. Dollars) flat GUARANTEE.

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

**5. PRODUCTION AND CATERING:**

PURCHASER shall provide and pay for local sound, lights, backline, monitors, and catering, all as required by ARTIST. It is understood that there will be no charge backs to PRODUCER under any circumstances.

Production Contact:

Roland Barrera  
(714) 290-0375 (off.)

6. TRANSPORTATION AND ACCOMMODATIONS:

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

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

7. SPECIAL PROVISIONS:

PURCHASER shall allow the ARTIST to perform at Voyeur on June 29, 2013.

There can be no announcement or on sale until PURCHASER has received written approval from Conor Sheldon (CRS@wmeentertainment.com) at WME.

All artwork is to use official ARTIST logo(s) and photo(s) and subject to approval in writing by Conor Sheldon (CRS@wmeentertainment.com) at WME. PURCHASER is to only use ARTIST approved artwork (provided in writing by the office of Conor Sheldon) and is to include the ARTIST's websites. Failure to use approved artwork or failure to include ARTIST-approved logo, photo, and or website in all on-line and off-line advertising will result in an additional \$1,000 USD in liquidated damages to be paid to ARTIST in each instance. No radio station presents/co-promotes without prior written permission from Conor Sheldon (CRS@wmeentertainment.com).

All marketing plans are to be submitted and approved by Conor Sheldon (CRS@wmeentertainment.com) at WME prior to on-sale.

Meet & Greet and interviews are subject to approval by Conor Sheldon (CRS@wmeentertainment.com) at WME unless otherwise agreed in this agreement.

PURCHASER to advance the show with ARTIST's (tour) manager: Shauna Torres - smusicmgmt@gmail.com

There can be no sponsorship whatsoever on or around stage, including on speaker scrims and covers, and nothing shall suggest or imply an endorsement by PRODUCER/ARTIST. PURCHASER agrees that this agreement is NOT contingent on PURCHASER obtaining corporate or any other type of sponsorship whatsoever.

No sponsors allowed on ticket faces unless approved in writing by Conor Sheldon (CRS@wmeentertainment.com) at WME. All ticket faces to list net ticket price with any additional fees listed separately and must include: "No Cameras or Audio Recording Devices Allowed".

Promotional and promoter/venue complimentary tickets (distributed evenly over all price categories) will only be allocated with the prior, written approval of ARTIST or ARTIST's representative. All requests for complimentary tickets shall be in writing and directed to Conor Sheldon (CRS@wmeentertainment.com).

PURCHASER shall not itself, nor shall it authorize or allow others (including the venue) to sell so-called "VIP" ticket packages or any other ticket packages in connection with the engagement, without Producer's prior, written consent and approval. Should Producer consent and approve of any such ticket packaging in connection with the engagement, Producer shall have approval over the terms of such packaging and sales, and shall share in the revenue derived thereof, in an amount to be mutually agreed by all parties.

The show production schedule (including without limitation, load-in, load-out, sound check and all other production call times) shall be subject to PRODUCER's prior written approval and shall be advanced with ARTIST management or its authorized representative not later than one week prior to performance. PURCHASER's failure to comply with this paragraph shall be deemed a material breach of contract and PRODUCER and ARTIST shall have the right to not perform the engagement and shall be entitled to receive the full agreed compensation.

PURCHASER agrees to make available to the ARTIST's agency - a full and detailed database of all ticket purchasers details (names, addresses, etc) as secured via the ticketing process; and to ensure that the appropriate language has been placed on the actual tickets prior to on sale to

ensure the information may both be forwarded to and used by the ARTIST - within seven working days of the completion of the shows.

PURCHASER agrees to provide WME or an authorized Artists representative final attendance and final ticket prices day of the show within 48 hours after the performance.

There shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of PRODUCER/ARTIST or PRODUCER/ARTIST'S performance without written approval from Conor Sheldon (CRS@wmeentertainment.com) at WME.

It is hereby agreed and understood that ARTIST may be filming and recording the performances for potential future use and exploitation; there is to be no origination fees, usage fees, or royalties due PURCHASER for said potential exploitations.

PURCHASER shall provide ARTIST with one completely dedicated, secluded and secure dressing rooms. Nobody will have access to this dressing room without written consent from ARTIST management.

PURCHASER agrees to provide dedicated security to ARTIST while entering and exiting venue.

ARTIST approved professional photographers are the only professional photographers that will be allowed to shoot during ARTIST performance.

ARTIST to receive a mutually agreeable favored nations merchandise rate of proceeds from all merchandise sales. PURCHASER to pay and provide for sellers and stands for the sale of merchandise. There shall be no use of ARTIST's name, likeness, logo or otherwise on any merchandise without prior written approval from management.

All liquid beverages are to be decanted into paper or plastic cups.

PURCHASER agrees that the pit will be scaled GA standing. PURCHASER agrees that there will be no VIP section/seating (or alike) in the area immediately in front of the stage.

There are to be no stage announcements whatsoever.

There are to be no lighting restrictions whatsoever.

There are to be no db limits or other sound restrictions whatsoever.

ARTIST to receive twenty - (20) - complimentary tickets for this engagement. All complimentary tickets requests to be submitted and approved by Conor Sheldon (CRS@wmeentertainment.com) at WME.

If, through no fault of ARTIST, ARTIST's set time is delayed for more than thirty (30) minutes, for any reason whatsoever, ARTIST has the right to not perform, shall retain all monies previously paid by PURCHASER and PURCHASER shall remain liable to PRODUCER for payment of the full balance of the guarantee, with no further obligation of PRODUCER or ARTIST whatsoever. Further, if ARTIST, in its sole judgment, determines that its set time may be delayed because the set time(s) of any or all of the other performers at the engagement is/are running over the allotted times, ARTIST has the right to demand that PURCHASER shorten any other performers' set times. If PURCHASER fails to do so, ARTIST shall have the right not to perform, shall retain all monies previously paid by PURCHASER and PURCHASER shall remain liable to PRODUCER for payment of the full balance of the guarantee, with no further obligation of PRODUCER or ARTIST whatsoever. In the event that PURCHASER shortens other performers' set times but ARTIST's set time is still delayed thirty (30) minutes or more, ARTIST will have the right, in its sole discretion, to choose not to perform, shall retain all monies previously paid by PURCHASER and PURCHASER shall remain liable to PRODUCER for payment of the full balance of the guarantee, with no further obligation of PRODUCER or ARTIST whatsoever.

PURCHASER acknowledges and agrees that PURCHASER's breach of any of the foregoing provisions shall excuse PRODUCER/ARTIST from any further obligation and/or liability in connection with this engagement and PURCHASER shall immediately pay PRODUCER/ARTIST the full guarantee.

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

#### 8. ARTIST RIDER:

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

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. DEPOSIT in the amount of \$625.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 01 May 2013; (Due to WME via wire.)

DEPOSIT in the amount of \$625.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 30 Jun 2013; (Due to WME via wire.)

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

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC  
 ATTN: Josh Kurfirst  
 9601 Wilshire Boulevard  
 3rd Floor  
 Beverly Hills, CA 90210  
 USA

OR via bank wire as follows:

CITY NATIONAL BANK  
 400 North Roxbury Drive  
 Beverly Hills, CA 90210

ABA no.:122016066 / Swift no.: CINAUS6L  
 Acct. Name:WME Entertainment, LLC / Acct. No.: 113147172  
 ORG: The SUN Grp, LLC / REF: Anna Lunoe / Jun 30, 2013

*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).*

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

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

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

11. SCALING AND TICKET PRICES:

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Sun 30 Jun 6:00 PM	5,000 (other)	\$25.00	0	0	5,000								\$25.00	\$125,000.00
	5,000		0	0	5,000									\$125,000.00

SCALING NOTES:

Any change to ticket scaling, ticket prices (including type of seating/standing), or increase of capacity is subject to written approval by Conor Sheldon (CRS@wmeentertainment.com) at WME.

ADJUSTED GROSS POTENTIAL:	\$125,000.00
TAX:	
NET POTENTIAL:	\$125,000.00

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Licenses	\$475.00				Permits.
Other 1	\$1,500.00				Sound and Lighting Techs.
Production	\$25,000.00				Sound, Stage, and Lighting.
Security	\$5,000.00				
<b>Expense Totals:</b>	<b>\$31,975.00</b>				

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

13. MERCHANDISING:

Artist sells; All Merchandise: 100.0% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:

15. TAXES:

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

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

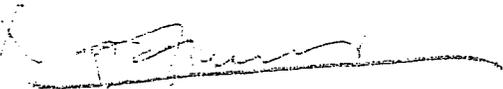
By:

THE-SUN-GRP-LLC  
 Dan Joyce  
 1762-Kenwood-Place  
 Suite-H-  
 Costa Mesa, CA 92627  
 USA  
  
 Care of: Roland Barrera  
 The SUN Grp, LLC

By:

Anna Lunoe

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



ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

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

B. TICKETS

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

C. FACILITIES

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

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

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

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

#### D. PRODUCTION CONTROL

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

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

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

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

#### E. EXCUSED PERFORMANCE

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

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

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

#### F. INCLEMENT WEATHER

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

#### G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall

return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

#### H. BILLING

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

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

#### I. MERCHANDISING

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

#### J. NO RECORDING/BROADCAST

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

#### K. PURCHASER DEFAULT

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

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

#### L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, public and comprehensive general liability insurance

coverage in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any) indemnifying and holding PRODUCER, ARTIST and ARTIST's traveling party and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives, harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any performance given under this Agreement or arising out of or in connection with this Agreement. The foregoing policies maintained by PURCHASER shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives, and each policy shall contain all appropriate riders and endorsements. PURCHASER will provide evidence of the existence of the insurance coverage referred to herein by naming PRODUCER, ARTIST, and their respective officers, directors, principals, agents, employees and representatives, as "additional insureds" and providing PRODUCER with originals or copies of certificates of insurance so reflecting and providing that PRODUCER shall be notified in writing by the insurance carrier of any change or modification in the policy, not less than fifteen (15) days prior to the effective date of such change. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder.

(2) Without limiting the generality of the foregoing, PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including, without limitation, reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

**M. ROLE OF AGENT**

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

**N. NOTICES**

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

**O. CONTROLLING PROVISIONS**

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

**P. LIMITATION OF LIABILITY**

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

**Q. MISCELLANEOUS PROVISIONS**

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

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

Agreement.

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

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

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

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

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

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

Dean Jones  
6/25/13

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# ANNA LUNOE RIDERS

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## TECH RIDER

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- 1X SERATO BOX INSTALLED (PLEASE ADVISE IF NOT AVAILABLE)
- 1X PIONEER DJM 800 MIXER (AT WAIST HEIGHT)
- 2 X PIONEER CDJ1000 OR CDJ2000 (AT WAIST HEIGHT)  
(MIXER & CDJs MUST BE CONNECTED WITH RCA CABLES- NOT DIGITAL CABLES)
  
- 1X QUALITY BOOTH MONITOR (AT HEAD HEIGHT)  
( NO SPLIT MONITORING - IE ONE CHANNEL THROUGH ONE MONITOR AND ONE CHANNEL THROUGH THE OTHER.)
- 1X LAPTOP STAND
- 1X FREE & ACCESSIBLE POWER OUTLET
- APPROX 0.5M OF BENCH SPACE

## HOSPITALITY RIDER

---

### BEVERAGE:

- 6X BOTTLES OF WATER (CHILLED)
- 1X BOTTLE OF ABSOLUT VODKA (OR SIMILAR STANDARD IF NOT AVAILABLE)
- 1X BOTTLE OF JUICE OR SODA
- + GLASSES / CUPS, ICE & FRESH LIMES (CUT )

NOTE : IF THE ABOVE IS NOT POSSIBLE IN CLUB PLEASE REPLACE WITH 10X DRINKS TICKETS. IF ANY OTHER PROBLEMS PLEASE CONTACT AGENT.

### FOOD (IF AVAILABLE) :

- 1x mixed fruit plater
- 1x Bag of chips

# CONTACTS

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*Devin*  
6/25/13

AGENT :

WME

Joel Zimmerman - \_\_\_\_\_

MANAGEMENT:

G Music

Georgina McAvenna - \_\_\_\_\_

Laila Bengharsa - Lailat \_\_\_\_\_

ARTIST :

- ANNA LUNOE - \_\_\_\_\_

# WME Entertainment

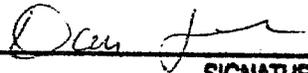
Check Date: 06/07/2013

Check No. 0172411

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
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Full Pymnt-The White Buff	06/04/2013	00292786	4,500.00	0.00	4,500.00
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Band: The White Buffalo 6/29/13

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
  
 \_\_\_\_\_  
 SIGNATURE  
 6/7/13  
 \_\_\_\_\_  
 DATE

Vendor Number 000021762	Vendor Name WME Entertainment LLC	Total Discounts \$0.00
Check Number 0172411	Date 06/07/2013	Total Amount \$4,500.00
		Discounts Taken \$0.00
		Total Paid Amount \$4,500.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0172411

Void After 90 Days

Date 06/07/2013

Pay Amount \$4,500.00\*\*\*

Pay \*\*\*\*FOUR THOUSAND FIVE HUNDRED AND XX / 100 US DOLLAR\*\*\*\*

To The Order of WME ENTERTAINMENT LLC  
 9601 WILSHIRE BLVD 3RD FL  
 BEVERLY HILLS, CA 90210



# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

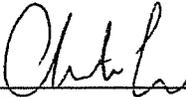
Date: June 4, 2013

Amount: \$4,500

### Submitted by:

Christine Cordon  
Print Name

Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
For Mike Scheafer

Payee: William Morris Endeavor Entertainment, LLC

Account No.: 217137-705

Address: 9601 Wilshire Boulevard, 3<sup>rd</sup> Floor

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Beverly Hills, CA 90210

Payee Tax ID No.: \_\_\_\_\_

Telephone Number: (310) 859-4458

E-Mail Address: ilk@wmeentertainment.com

### Description: (Please initial invoice and attach)

\$4,500 flat guarantee for The White Buffalo @ 60<sup>th</sup> Anniversary Celebration

Mail to: William Morris Endeavor Entertainment, LLC c/o Josh Kurfist

Address: 9601 Wilshire Boulevard, 3<sup>rd</sup> Floor

City, State, Zip: Beverly Hills, CA 90210

### Staff Approval:

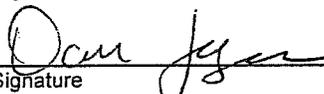
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

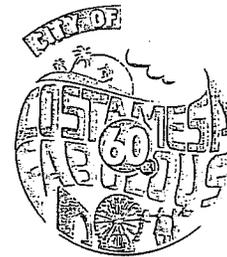
  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

6/6/13  
Date

THE HISTORY  
WHILE YOU  
CELEBRATE IT



June 6, 2013

Josh Kurfist  
William Morris Endeavor Entertainment, LLC  
9601 Wilshire Boulevard, 3<sup>rd</sup> Floor  
Beverly Hills, CA 90210

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract for The White Buffalo

Dear Mr. Kurfist:

Please find enclosed two duplicate original agreements of the contract for The White Buffalo, and a check for the flat guarantee in the full amount of \$4,500 paid to the producer's agent. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. Thank you.

Sincerely,

  
Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, TheSUNgrp, LLC



9601 Wilshire Boulevard  
 3rd Floor  
 Beverly Hills, CA 90210  
 USA  
 Phone: +1 310-859-4458  
 email: JLK@wmeentertainment.com

**THE WHITE BUFFALO**

**JACOB AARON SMITH**

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

Agreement made 31 May 2013 between JACOB AARON SMITH (hereinafter referred to as "PRODUCER") furnishing the services of THE WHITE BUFFALO (hereinafter referred to as "ARTIST") and THE SUN-GRP, LLC/Dan Joyce (hereinafter referred to as "PURCHASER")

05

It is mutually agreed between the parties as follows:

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

1. ENGAGEMENT VENUE(S):

CITY OF COSTA MESA'S 60-YEAR ANNIVERSARY  
 OC Fair and Event Center  
 88 Fair Drive  
 Costa Mesa, CA 92626  
 USA

2. DATE(S) OF ENGAGEMENT: Sat 29 Jun 2013

- a. Number of Shows: 1
- b. Show Schedule(s):
  - 03:00 PM: Doors
  - 03:30 PM: Tony Adam's - Local DJ
  - 04:30 PM: He's My Brother She's My Sister
  - 05:30 PM: Tony Adam's - Local DJ
  - 05:45 PM: THE WHITE BUFFALO
  - 06:45 PM: Tony Adam's - Local DJ
  - 07:00 PM: Adam Green & Binki Shapiro
  - 08:00 PM: Tony Adam's - Local DJ
  - 08:30 PM: Fireworks - Chevy Metal
  - 08:30 PM: DJ- Dan Krikorian - Chevy Metal
  - 08:45 PM: Chevy Metal
  - 10:00 PM: Eric Burdon & The Animals
  - 11:00 PM: Curfew

3. BILLING (in all forms of advertising):

Festival Billing.

4. COMPENSATION:

\$4,500.00 USD (Four Thousand, Five Hundred U.S. Dollars) flat GUARANTEE.

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

5. PRODUCTION AND CATERING:

PURCHASER to provide festival sound, lights, and backline per ARTIST rider.

Production Contact:

Roland Barrera  
(714) 290-0375 (off.)

**6. TRANSPORTATION AND ACCOMMODATIONS:**

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

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

**7. SPECIAL PROVISIONS:**

--NO recording or filming of the performance without Artist Management's written approval. Jeff Varner: varner@thecollective-la.com.

--All marketing plans and FINAL Ad mats must be submitted to and be approved by: Jeff Varner: varner@thecollective-la.com

--No sponsorship / signage shall be allowed on or near stage without written approval from management.

--Purchaser shall provide and pay for, as per Artist specifications and approval, at no cost to Artist, any and all rider requirements.

--All meet & greets must be pre-approved by Artist management prior to performance.

Wire Instructions

Bank:

U.S. Bank

Beverly Hills, CA 90210

Name: WME Entertainment LLC

Please provide the Client Name, Date & Place of Performance

**8. ARTIST RIDER:**

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

**9. CURRENCY AND EXCHANGE RATE:**

**10. PAYMENT TERMS:**

a. DEPOSIT in the amount of \$2,250.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 01 May 2013;

DEPOSIT in the amount of \$2,250.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 29 Jun 2013;

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

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC  
ATTN: Josh Kurfirst

9601 Wilshire Boulevard  
 3rd Floor  
 Beverly Hills, CA 90210  
 USA

OR via bank wire as follows:

CITY NATIONAL BANK 400 North Roxbury Drive Beverly Hills, CA 90210	
--	--

*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).*

- b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.
- c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.
- d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

**11. SCALING AND TICKET PRICES:**

	GAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SONDRY	OTHER	NET PRICE	GROSS POT.
Sat 29 Jun 4:00 PM	5,000 (other)	\$25.00	0	0	5,000								\$25.00	\$125,000.00
	5,000		0	0	5,000									\$125,000.00

**SCALING NOTES:**

ADJUSTED GROSS POTENTIAL:	\$125,000.00
TAX:	
NET POTENTIAL:	\$125,000.00

**12. EXPENSES:**

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Licenses	\$475.00				Permits.
Other 1	\$1,500.00				Sound and Lighting Techs.
Production	\$25,000.00				Sound, Stage, and Lighting.
Security	\$5,000.00				
<b>Expense Totals:</b>	<b>\$31,975.00</b>				

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

13. MERCHANDISING:

Artist sells; All Merchandise: 100.0% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:

15. TAXES:

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

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

By: 

THE SUN GRP, LLC Dan Joyce 1762 Kenwood Place Suite H Costa Mesa, CA 92627 USA  Care of: Roland Barrera The SUN Grp, LLC
--

By:

JACOB AARON SMITH Fed ID:
------------------------------

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



ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

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

B. TICKETS

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

C. FACILITIES

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

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

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

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

#### D. PRODUCTION CONTROL

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

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

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

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

#### E. EXCUSED PERFORMANCE

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

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

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

#### F. INCLEMENT WEATHER

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

#### G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall

return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

#### H. BILLING

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

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

#### I. MERCHANDISING

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

#### J. NO RECORDING/BROADCAST

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

#### K. PURCHASER DEFAULT

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

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

#### L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, public and comprehensive general liability insurance

coverage in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any) indemnifying and holding PRODUCER, ARTIST and ARTIST's traveling party and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives, harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any performance given under this Agreement or arising out of or in connection with this Agreement. The foregoing policies maintained by PURCHASER shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives, and each policy shall contain all appropriate riders and endorsements. PURCHASER will provide evidence of the existence of the insurance coverage referred to herein by naming PRODUCER, ARTIST, and their respective officers, directors, principals, agents, employees and representatives, as "additional insureds" and providing PRODUCER with originals or copies of certificates of insurance so reflecting and providing that PRODUCER shall be notified in writing by the insurance carrier of any change or modification in the policy, not less than fifteen (15) days prior to the effective date of such change. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder.

(2) Without limiting the generality of the foregoing, PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including, without limitation, reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

#### M. ROLE OF AGENT

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

#### N. NOTICES

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

#### O. CONTROLLING PROVISIONS

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

#### P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

#### Q. MISCELLANEOUS PROVISIONS

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

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

Agreement.

- (3) This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Los Angeles County in the State of California in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Los Angeles County in the State of California and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.
- (4) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.
- (5) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.
- (6) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.
- (7) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.
- (8) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

# The White Buffalo 4-PIECE RIDER 2012

6/25/13

Dave

Manager: The Collective  
Jeff Varner

Record Label: Unison Music  
Patrick McDowell

Booking Agent: William Morris Endeavour  
Brian Ahern

Publicist: ID-PR  
Melissa Munafo

\_\_\_\_\_ n

## HOSPITALITY:

- ONE (1) case bottled water
- ONE (1) large bottle of sparkling water
- ONE (1) Case of Beer – Stella Artios, Pilsner Urquell, or local craft (Pilsner or IPA)
- ONE (1) Bottle of Red Wine (a good \$10 bottle)
- ONE (1) Small Bottle Apple Cider Vinegar
- ONE (1) Loaf of bread
- ONE (1) lb. sliced turkey
- ONE-HALF (1/2) lb sliced ham
- ONE-HALF (1/2) lb sliced salami
- ONE-HALF (1/2) lb sliced cheese
- Lettuce, Tomatoes, Mayonnaise, and Mustard for the above-listed items
- ONE (1) plate of assorted vegetables and dip
- SIX (6) Stage Towels

## INPUT List:

- 2- vocal mics downstage, + mic stands
- 1 - instrument mic stage left, + stand
- 3- DI inputs for backline (mics are fine as an option)

*Danfor*  
6/25/13

STAGE PLOT

THE WHITE BUFFALO  
Four Piece Stage Plot

Monitor



INSTRUMENT MIC

Monitor

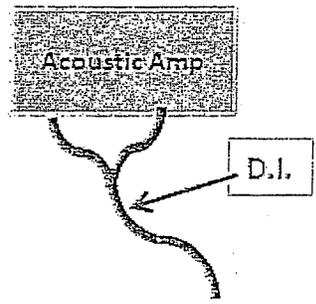
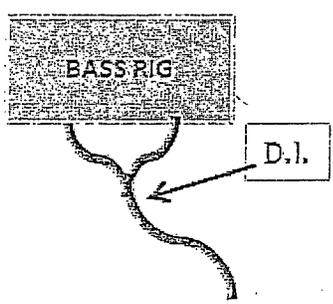
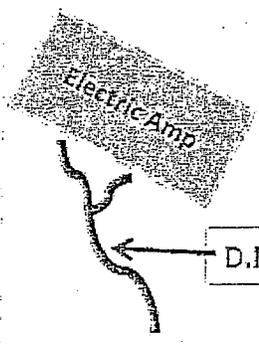
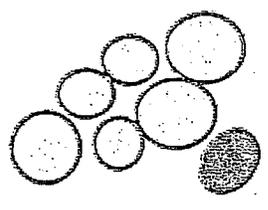
VOCALMIC

Monitor

VOCALMIC

Monitor

Monitor



# WME Entertainment

WME Entertainment LLC

Check Date: 06/07/2013

Check No. 0172280

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
----------------	--------------	------------	--------------	--------------------	-------------

Full Pymnt-Chevy Metal	06/04/2013	00292787	15,000.00	0.00	15,000.00
<i>Band: Chevy Metal 6/29/13</i>					

I ACKNOWLEDGE RECEIPT OF  
 WARRANT NUMBER \_\_\_\_\_  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 DATE

Vendor Number 0000021762	Vendor Name WME Entertainment LLC	Total Discounts \$0.00
Check Number 0172280	Date 06/07/2013	Total Amount \$15,000.00
		Discounts Taken \$0.00
		Total Paid Amount \$15,000.00

CITY OF COSTA MESA  
 77 Fair Dr  
 Costa Mesa, CA 92626

BANK OF AMERICA  
 3233 Park Center Dr.  
 Costa Mesa, CA 92626  
 16-66/1220

0172280

Void After 90 Days

Date 06/07/2013

Pay Amount \$15,000.00\*\*\*

Pay \*\*\*\*FIFTEEN THOUSAND AND XX / 100 US DOLLAR\*\*\*\*

To The Order of  
 WME ENTERTAINMENT LLC  
 9601 WILSHIRE BLVD 3RD FL  
 BEVERLY HILLS, CA 90210



266

# COSTA MESA COMMUNITY FOUNDATION

P.O. Box 10268  
Costa Mesa, CA 92627

## CHECK REQUEST

### Requested By:

Organization: Costa Mesa 60<sup>th</sup> Anniversary Committee

Date: June 4, 2013

Amount: \$15,000

### Submitted by:

Christine Cordon  
Print Name

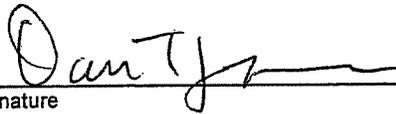
Committee Secretary  
Title

  
Signature

### Approved by:

Mike Scheafer  
Print Name

Committee Chair  
Title

  
Signature  
*For Mike Scheafer*

Payee: William Morris Endeavor Entertainment, LLC

Account No.: 217137-705

Address: 9601 Wilshire Boulevard, 3<sup>rd</sup> Floor

Account Name: Costa Mesa 60<sup>th</sup> Anniversary

City, State, Zip: Beverly Hills, CA 90210

Payee Tax ID No.:

Telephone Number: (310) 859-4458

E-Mail Address: jlk@wmeentertainment.com

### Description: (Please initial invoice and attach)

\$15,000 flat guarantee for Chevy Metal @ 60<sup>th</sup> Anniversary Celebration

Mail to: William Morris Endeavor Entertainment, LLC c/o Josh Kurfist

Address: 9601 Wilshire Boulevard, 3<sup>rd</sup> Floor

City, State, Zip: Beverly Hills, CA 90210

### Staff Approval:

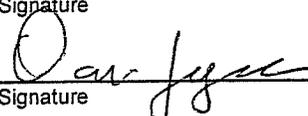
Christine Cordon  
Print Name

Special Events Coordinator  
Title

  
Signature

Dan Joyce  
Print Name

Public Affairs Manager  
Title

  
Signature

### City of Costa Mesa Finance Department Approval:

  
Signature

6/6/13  
Date

MAKE HISTORY  
WHILE YOU  
CELEBRATE IT



June 6, 2013

Josh Kurfist  
William Morris Endeavor Entertainment, LLC  
9601 Wilshire Boulevard, 3<sup>rd</sup> Floor  
Beverly Hills, CA 90210

RE: Costa Mesa 60<sup>th</sup> Anniversary Celebration - Contract for Chevy Metal

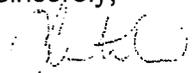
Dear Mr. Kurfist:

Please find enclosed two duplicate original agreements of the contract for Chevy Metal, and a check for the flat guarantee in the full amount of \$15,000 paid to the producer's agent. When the original agreements have been signed, please return a fully executed original to:

Christine Cordon  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

A self-addressed envelope is included for your convenience. Thank you.

Sincerely,

  
Christine Cordon  
City of Costa Mesa Special Events Coordinator/  
60<sup>th</sup> Anniversary Planning Committee Secretary

Enclosures (4)

cc: Roland Barrera, TheSUNgrp, LLC



9601 Wilshire Boulevard  
 3rd Floor  
 Beverly Hills, CA 90210  
 USA  
 Phone: +1 310-859-4458  
 email: JLK@wmeentertainment.com

**CHEVY METAL**

**CHEVY METAL**

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

Agreement made 31 May 2013 between CHEVY METAL (hereinafter referred to as "PRODUCER") furnishing the services of CHEVY METAL (hereinafter referred to as "ARTIST") and THE SUN GRP, LLC/Dan Joyce (hereinafter referred to as "PURCHASER")

*DS*

It is mutually agreed between the parties as follows:

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

1. ENGAGEMENT VENUE(S):

CITY OF COSTA MESA'S 60-YEAR ANNIVERSARY  
 OC Fair and Event Center  
 88 Fair Drive  
 Costa Mesa, CA 92626  
 USA

2. DATE(S) OF ENGAGEMENT:

Sat 29 Jun 2013

- a. Number of Shows:
- b. Show Schedule(s):

1  
 03:00 PM: Doors  
 03:30 PM: Tony Adam's - Local DJ  
 04:30 PM: He's My Brother She's My Sister  
 05:30 PM: Tony Adam's - Local DJ  
 05:45 PM: The White Buffalo  
 06:45 PM: Tony Adam's - Local DJ  
 07:00 PM: Adam Green & Binki Shapiro  
 08:00 PM: Tony Adam's - Local DJ  
 08:15 PM: Dan Krikorian  
 08:30 PM: Fireworks  
 08:45 PM: CHEVY METAL  
 10:00 PM: Eric Burdon & The Animals  
 11:00 PM: Curfew

Main Stage

3. BILLING (in all forms of advertising):

Festival Billing.

4. COMPENSATION:

\$15,000.00 USD (Fifteen Thousand U.S. Dollars) flat GUARANTEE.

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

5. PRODUCTION AND CATERING:

PURCHASER to provide festival sound, lights, and backline per ARTIST rider.

Production Contact:

Roland Barrera  
(714) 290-0375 (off.)

6. TRANSPORTATION AND ACCOMMODATIONS:

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

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

7. SPECIAL PROVISIONS:

- There are to be no radio co-presents without written management approval or from Robbie Brown at WME - RWB@wmeentertainment.com / 310.859.4593
- ARTIST is to receive a mutually agreeable number of complimentary tickets per advance.
- There is to be absolutely no sponsorship whatsoever including – but not limited to – radio spots, print ads and ticket face without written management approval.
- Show advance should be coordinated with John Cutcliffe at Silva Artist Management - 323.856.8230 / jc@sammusicbiz.com
- THE BALANCE OF THE GUARANTEE SHALL BE PAID TO ARTIST OR ARTIST'S REPRESENTATIVE ON THE NIGHT OF THE PERFORMANCE VIA CASH, CERTIFIED/CASHIERS CHECK OR MONEY ORDER IN US CURRENCY.
- ALL BANK WIRES SHOULD BE DIRECTED TO THE FOLLOWING ADDRESS:

-----  
PLEASE MAKE SURE TO REFERENCE CHEVY METAL AND SHOW DATE.

8. ARTIST RIDER:

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

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. DEPOSIT in the amount of \$7,500.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 01 May 2013;

DEPOSIT in the amount of \$7,500.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 29 Jun 2013;

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

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC  
ATTN: Josh Kurfirst

9601 Wilshire Boulevard  
 3rd Floor  
 Beverly Hills, CA 90210  
 USA

OR via bank wire as follows:

CITY NATIONAL BANK 400 North Roxbury Drive Beverly Hills, CA 90210	
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*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).*

- b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.
- c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.
- d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

**11. SCALING AND TICKET PRICES:**

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Sat 29 Jun 7:00 PM	5,000 (other)	\$25.00	0	0	5,000								\$25.00	\$125,000.00
	5,000		0	0	5,000									\$125,000.00

**SCALING NOTES:**

ADJUSTED GROSS POTENTIAL:	\$125,000.00
TAX:	
NET POTENTIAL:	\$125,000.00

**12. EXPENSES:**

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Licenses	\$475.00				Permits.
Other 1	\$1,500.00				Sound and Lighting Techs.
Production	\$25,000.00				Sound, Stage, and Lighting.
Security	\$5,000.00				
<b>Expense Totals:</b>	<b>\$31,975.00</b>				

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

13. MERCHANDISING:

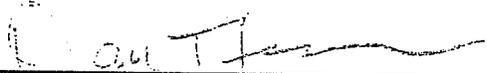
Artist sells; All Merchandise: 100.0% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:

15. TAXES:

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

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

By: 

THE SUN GRP, LLC Dan Joyce 1762 Kenwood Place Suite H Costa Mesa, CA 92627 USA  Care of: Roland Barrera The SUN Grp, LLC	<i>City of Costa Mesa</i> <i>77 F...</i>
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By:

Chevy Metal
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*Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Kurfirst*

  
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ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

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

B. TICKETS

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

C. FACILITIES

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

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

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

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

#### D. PRODUCTION CONTROL

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

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

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

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

#### E. EXCUSED PERFORMANCE

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

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

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

#### F. INCLEMENT WEATHER

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

#### G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall

return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

#### **H. BILLING**

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

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

#### **I. MERCHANDISING**

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

#### **J. NO RECORDING/BROADCAST**

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

#### **K. PURCHASER DEFAULT**

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

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

#### **L. INSURANCE/INDEMNIFICATION**

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, public and comprehensive general liability insurance

coverage in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any) indemnifying and holding PRODUCER, ARTIST and ARTIST's traveling party and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives, harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any performance given under this Agreement or arising out of or in connection with this Agreement. The foregoing policies maintained by PURCHASER shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives, and each policy shall contain all appropriate riders and endorsements. PURCHASER will provide evidence of the existence of the insurance coverage referred to herein by naming PRODUCER, ARTIST, and their respective officers, directors, principals, agents, employees and representatives, as "additional insureds" and providing PRODUCER with originals or copies of certificates of insurance so reflecting and providing that PRODUCER shall be notified in writing by the insurance carrier of any change or modification in the policy, not less than fifteen (15) days prior to the effective date of such change. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder.

(2) Without limiting the generality of the foregoing, PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including, without limitation, reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

#### M. ROLE OF AGENT

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

#### N. NOTICES

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

#### O. CONTROLLING PROVISIONS

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

#### P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

#### Q. MISCELLANEOUS PROVISIONS

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

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

Agreement.

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

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

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

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

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

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