



CREATIVE ARTISTS AGENCY

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

February 04, 2009

Taylor Paige
Concert Ideas - Woodstock, NY
73 Ratterman Road
Woodstock, NY 12498

RE: THIRD EYE BLIND
CORP: 3 EB Touring, Inc. f/s/o THIRD EYE BLIND(94-3266871)
DATE/SHOWTIME: Wed 04/29/09 - ^{7:00}~~6:50~~ PM (Approx)
VENUE: Arizona Stadium - University of Arizona - Tucson, AZ
DEAL: \$85,000.00 guarantee
Billing: Artist to receive 100% Equal Festival billing.
Performance Length: Artist to perform one sixty (60) minute set ~~no earlier than~~ 7:00 PM (Approx)
Sound and Lights: Purchaser to provide and pay for first class sound & lights, per Artist specifications, not to exceed
Support Talent: Lineup: Opener, TBD, THIRD EYE BLIND, ~~XXXXXXXXXXXX~~, KELLY CLARKSON ~~to close~~ \$35,000.²

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Dear Taylor :

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,

Buster Phillips (BSTR)
CREATIVE ARTISTS AGENCY

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

No deposits are required

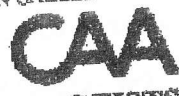
WIRE TRANSFER SHOULD BE SENT TO:

City National Bank
400 North Roxbury Dr., 4th Floor
Beverly Hills, CA 90210
Attn: Marlam Zakian (310) 888-6186
Acct# 101-797-791
ABA# 122016066
Swift Code: CIN AUS 6L

PLEASE NOTE THAT WE DO NOT ACCEPT ACH CREDITS

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AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA
(HEREIN CALLED "FEDERATION")



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

ELECTRONIC

FOR TRAVELING ENGAGEMENTS AND LOCAL ENGAGEMENTS

Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract Is To Be Performed.

This Contract for the personal services of musicians on the engagement described below is made this 4th day of Feb, 2009 between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians

1. Name and Address of Place of Engagement: Arizona Stadium - University of Arizona - Tucson, AZ
 Name of Band or Group: THIRD EYE BLIND - 3 EB Touring, Inc. c/o THIRD EYE BLIND (94-3266871)
 Number of Musicians: Four (4)
 2. Date(s), Showtime: Wed, 29th of April, 2009 @ 7:00 PM (APPROX)
 3. Type of Engagement (specify where dance, stage show, banquet, etc): Public Concert
 4. Additional Information:
 Billing: Artist to receive 100% Equal Festival billing.
 Performance Length: Artist to perform one sixty (60) minute set no earlier than 7:00 PM.
 Sound and Lights: Purchaser to provide and pay for first class sound & lights, per Artist specifications.
 Support Talent: Lineup: Opener, TBD, THIRD EYE BLIND, KELLY CLARKSON
 Additional Provisions: Purchaser agrees to provide and pay for local ground transportation, per Artist specifications.

Artist agrees not to perform or advertise any other public engagement within (150) miles of venue for (45) days before engagement date.

No radio presents allowed without the prior approval of Management. All advertising and promotion subject to approval by Lucy Kozak at CAA.

Merchandise: 80/20; 100% CD's, DVD's.
 Who Sells: Artist sells

5. COMPENSATION AGREED UPON (Amount and Terms):
\$85,000.00 guarantee

TICKET SCALING:	Show Type:	Public Concert		
See Notes Section	394 @	\$150.75	\$59,395.50	
VIP	1,000 @	\$100.75	\$100,750.00	
Reserved 1	5,000 @	\$95.75	\$478,750.00	
Reserved 2	4,000 @	\$89.75	\$359,000.00	
Reserved 3	4,000 @	\$79.75	\$319,000.00	
Reserved 4	1,000 @	\$67.75	\$67,750.00	
Reserved 5	1,000 @	\$49.75	\$49,750.00	
Reserved 6	500 @	\$37.75	\$18,875.00	
Total Capacity:	16,394	Gross Potential:	\$1,428,395.50	
Total Tax %	00%	Tax/Deductions:	(\$00)	Net Potential: \$1,428,395.50

Notes:
 *VIP Expense Tickets

6. DEPOSITS/CONTRACTS: No deposits are required. Purchaser will make payments as follows: all payments shall be paid by certified check, money order, bank draft, wire transfer, or cash. University check following performance.
 Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC on 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 30 days prior to performance, evening of engagement.**

- 7. Riders Attached Hereto Are Hereby Made a Part Hereof.
- 8. If Artist is Headlining This Engagement: "All Support Talent is Subject to Artist Approval."
- 9. If Artist is Supporting This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."
- 10. 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 Federation relating to and permitting such recording, reproduction or transmission.
- 11. It is expressly understood by the Purchaser and Musician(s) who are parties to this contract that neither the Federation nor the Local Union are party to this contract in any capacity except as expressly provided in 10 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.
- 12. A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating with the musician(s) performing the engagement and the Purchaser, if applicable.
- 13. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, act of god or any other legitimate conditions beyond their control.

(continued on next page)

THIRD EYE BLIND - Arizona Stadium - University of Arizona - Tucson, AZ (Middle Buyer: Concert Ideas - Woodstock, NY)

THE FOLLOWING PROVISIONS (SECTION 14) ARE ONLY APPLICABLE TO "LOCAL ENGAGEMENTS" AS DEFINED BY THE FEDERATION:

Sec University Addendum #2

14. Resolution of a controversy or claim. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be submitted to arbitration under one of the following procedures to be selected by the Purchaser at the time that this contract is signed, by placing his or her initials in the box adjacent to the procedure selected. In the event that neither box is initialed, it will be presumed that the Purchaser has chosen the applicable procedure set forth in "B":

A (American Arbitration Association) Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the Award rendered may be entered in any court having jurisdiction thereof. The cost of the arbitration proceeding, except those cost personally incurred by the parties hereto for the presentation of their own case, shall be shared equally by the Purchaser and the Signatory Musician(s).

B (Local Union) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration by the Executive Board or other body of the Local Union charged with responsibility of settling such controversy or claim. All rulings and awards made by the Local Union in arbitration hereunder may be appealed to the International Executive Board of the Federation (herein called "IEB") any party who was a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and Procedure of the IEB in effect at the time of such appeal. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall be final and binding upon the Purchaser and participating musician(s). Any party to an arbitration proceeding before the Local Union or, to an arbitration appeal to the IEB may bring an action to confirm or enforce a final determination and award of the Local Union or, if appealed, of the IEB in the courts of the jurisdiction in which the office of the Local Union is located; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of such court or courts for that purpose.

Names of All Musician(s)	Local #	U.S. Social Security Numbers
Brad Hargreaves	6	
Stephan Jenkins	6	
Tony Fredianelli	6	
Arion Salazar	6	

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

Arizona Board of Directors on Behalf of the Associated Students of the U. of Arizona - University of Arizona - Tucson, AZ

PRINT PURCHASER'S FULL AND CORRECT NAME (IF PURCHASER IS CORP., FULL AND CORRECT CORP. NAME)

Imma Alverado-Sipp
SIGNATURE OF PURCHASER (OR AGENT THEREOF)
University of Arizona - Tucson, AZ

Arizona Board of Directors on Behalf of the Associated Students of the U. of Arizona

University Services Annex, 6th floor *4/11/09*

Tucson AZ 85721
CITY STATE ZIP CODE
220-621-0900
Business Phone

Imma Alverado-Sipp
Contracts Administrator

SIGNATORY MUSICIAN HOME LOCAL UNION NO

X
SIGNATURE OF SIGNATORY MUSICIAN

MUSICIAN'S HOME ADDRESS
CITY STATE ZIP CODE

Buster Phillips 317948
Booking Agent Agreement No.

Mail To: Taylor Paige: Concert Ideas; 73 Ratterman Road; Woodstock, NY 12498
Business phone: 845-679-6000; Business fax: 845-679-9022

The attached Addendum is hereby incorporated into this agreement.

each

REVISED as of 10/25/2008
/08 Third Eye Blind ** 3EB

THIRD EYE BLIND 2008

CONTRACT & PRODUCTION RIDER

PLEASE READ THIS RIDER CAREFULLY TO INSURE THE PROVISIONS MEET WITH YOUR UNDERSTANDING AND APPROVAL BEFORE SIGNING.

This rider is not intended to cause hardship but rather to give you, THE PURCHASER, and your audience the best show possible and to contribute to the overall success of your promotion. In order to accomplish this it is necessary that all of the following points be met. Please be aware that some Venues may be limited in size and capabilities and may not be able to meet all our requirements. We will be happy to work within those parameters if at all possible. If for any reason you, THE PURCHASER, deem it necessary to make any changes to these basic requirements, or if any section is impossible, not feasible, or in need of clarification, please contact the responsible agent for your date.

Each page of this rider must be initialed by THE PURCHASER. Failure to provide such initials will constitute acceptance of all conditions set forth on

_____ / _____ / _____

MANAGEMENT / TOUR CONTACTS:

ccj

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BUSINESS MANAGEMENT:
ZEISLER & ZEISLER & RAWSON
BUSINESS MANAGER: DAVID RAWSON
CTC: DARLENE JOHNSON
1100 3RD ST SAN RAFAEL CA 94901
PH 415-451-1703 / FAX 415-451-1907

Dave@zzallp.com
Darlene@zzallp.com

BOOKING AGENCY:
CREATIVE ARTIST AGENCY
2000 AVENUE OF THE STARS
LOS ANGELES, CA 90067
CTC: BRIAN GREENBAUM
PH 424-288-2000 x:2707/ FAX 424-288-3762

bgreenbaum@caa.com
bgreenbaumassl@caa.com

TOUR/PRODUCTION MANAGEMENT:
JEL PRODUCTION SERVICES
1910 CALLE BUENA VISTA, DELAND, FL 32724
CTC: JOEL LONKY
CELL 407 733 8276

jlonky@aol.com

THIRD EYE BLIND
PRODUCTION RIDER

If certain items seem unreasonable to you, please realize that we don't ask for what we don't need. We hope to put on a kick A\$\$ show! Here's to having breakfast ready and the phones in place first thing in the morning! We really look forward to bringing this tour to your city...

Thanks.

**PLEASE DO NOT AMEND ANY ITEMS WITHOUT THE EXPRESS WRITTEN
CONSENT OF THE PRODUCER**

REVISED as of 10/25/2008
/08 Third Eye Blind ** 3EB

Hereinafter any reference to "ARTIST" should be understood to represent Third Eye Blind and or its Production Staff.

Please Initial



~~ARTIST TO HAVE 100% CONTROL OVER ALL ASPECTS OF THE PRODUCTION.~~

PURCHASER TO SUPPLY AND PROVIDE THE FOLLOWING:

1. PERMITS AND RESTRICTIONS:

The local PURCHASER must inform (in writing) the ARTIST'S Production Manager of any legal or facility restrictions, limitations, codes, or ordinances that could prevent, alter or impeded in any manner of the ARTIST'S production requirements from being carried out in advance.

2. FACILITY ACCESS:

~~The ARTIST'S show will require venue access as of 9am day of show. This access must include all of the venue facilities relevant to the production; specifically power, floor access, parking, dressing rooms and offices.~~ *To be advanced*

3. PROMOTER REPRESENTATION

A representative of PURCHASER with the power to make decisions must be on site for all working hours (7am start), beginning with the show load-in, through the show load-out, *provided such decisions are not of a legal nature.*

4. RUNNER One (1) runner with a valid driver's license, working knowledge of the area and common sense will report to ARTIST'S production office at the load in call. The runner should have a mini van or SUV and a cell phone. The runner reports to the Production Manager.

Please Initial



~~5. PRODUCTION OFFICES PHONES HIGH SPEED INTERNET:~~

~~One (1) office for ARTIST Production use only. This office should have two (2) phone lines, two (2) phones, one (1) fax line, and one (1) fax machine. Access to high speed internet with no firewall is essential. Please provide the SMTP server. These phones are to be direct dial and allow UNRESTRICTED LONG DISTANCE. Please have phone jacks marked with correct numbers prior to arrival. These numbers should be forwarded as soon as possible to the tour manager and production manager. It should also have two (2) 6' banquet tables, four (4) rolling office chairs, clean trash receptacles, and proper heating/air conditioning. This office must be clean and ready for use from the production load-in through the end of the production load-out. This office should be located as near to the stage area as possible.~~ *To be advanced*

6. GROUND TRANSPORTATION:

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All transportation will be addressed by the Tour/ Production Manager in advance.

- A. In the event that the ARTIST'S party (Band & Crew) is arriving by air we will need the following: PURCHASER shall provide two (2) 15 passenger vans please have 2 seats removed from the crew van and one from the Band Van
- B. ~~Artist Entourage one (1) SUV for the ARTIST entourage~~
- C. All travel round-trip from the airport, venue and hotels.

Please Initial

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7. DRESSING ROOMS

~~Dressing rooms must be available for entry from 8 AM the morning of the show. All rooms must be clean and lockable with appropriate heating/air conditioning available. We will require the following three (4) rooms complete with power outlets and clean, lined trash receptacles. Although we will require some furniture items, please keep it simple. Please use your best judgment in supplying a clean, comfortable dressing room area.~~ *To be advanced*

One (1) THIRD EYE BLIND Dressing Room

~~1. This room must contain one clean & private bathroom/sink/shower.~~

~~One (1) 6' banquet table covered with a white tablecloth~~

~~One (1) Sofa~~

~~One (1) Easy chair~~

~~One (1) coffee table~~

~~One (1) end table~~

~~One (1) full-length mirror~~

~~One (1) makeup table with mirror and lights~~

~~One (1) Clothing Steamer, One (1) rolling wardrobe rack.~~

~~Please see separate list for dressing room catering requirements.~~ *To be advanced*

Please Initial

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~~2. One (1) Crew Room This room should comfortably hold 8 people. It should contain or be in close proximity to a clean bathroom facility.~~

~~One (1) 6' banquet table covered with a white tablecloth~~

~~One (1) sofa~~

~~One (1) easy chair~~

~~One (1) coffee table~~

~~Please see separate list for dressing room catering requirements.~~ *To be advanced*

~~3. One (1) Production Office This room should comfortably hold 4 people. It should contain or be in close proximity to a clean bathroom facility.~~

~~Two (2) 6' banquet tables~~

~~Four (2) Comfortable Rolling Office Chairs~~ *To be advanced*

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8. TOWELS

Three (3) dozen PRE WASHED BATH towels at load-in for use at our discretion.
Twelve (12) hand towels, they should be black, dark blue, or dark grey.
Four (4) bars of Ivory soap.

Please deliver towels to the production office upon load in. We can't ask you nicely enough to please have them pre-washed and bath size - Thank you.

9. LOCAL CREW CALLS See University Technical Rider Addendum

~~Please note that these calls may vary according to the venue and must be advanced and confirmed by the ARTIST'S Production Manager.~~

PRODUCTION LOAD-IN

9:00 AM

- (1) CREW BOSS
- (1) FORKLIFT W/ OPERATOR (if needed)
- (12) STAGEHANDS
- (1) ELECTRICIAN
- (1) PRODUCTION RUNNER WITH 15 PAX VAN

SHOW CALL

Thirty (30) minutes before show

- ~~(4) DECKHANDS~~
- ~~(1) ELECTRICIAN/HOUSE LIGHTS~~
- ~~(2) HOUSE SPOT OPERATORS (where possible)~~

PRODUCTION OUT CALL

TIME TBA

- ~~(1) CREW BOSS~~
- ~~(1) FORKLIFTS W/ OPERATORS~~
- ~~(12) STAGEHANDS~~
- ~~(1) ELECTRICIAN~~

10. STAGE / CROWD CONTROL BARRICADE

~~Touring Stage: Must be a Framed deck type clear and smooth, unobstructed, sturdy uncarpeted.~~

Stage: 40' W by 40" D x 5' H

Wings: SL 12' W x 24' D x 5' H

SR 12' W x 24' D x 5' H

Festival's Playing area: Minimum 40' W x 24' D

Tech Area's SL & SR 8' x 8' no further then 6' from DSE

MONITOR TECH AREA 12' X 12' no further then 6' from DSE

Must have access to tech area 3 hours prior to performance

Tech areas cannot be shared

~~80' of Mojo Style Barricade, placed 4' from downstage edge~~

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See University Technical Rider Addendum

~~None of the Barricade will be Police Bike Rack 8 10' sections
48' of Mojo Barricade will be needed for the Mix position, as well as 4 sections of
Police type bike rack~~

~~Artist will not perform in front of other equipment, please provide a full stage black drop. Final stage size will be confirmed during the advance with Artist's Production Manager.~~

11. SOUND REQUIREMENTS

~~PURCHASER must provide a 4-way sound system capable of producing 105db (A weighted) of undistorted sound with even coverage for every seat sold in the venue.. These speakers must be of professional quality and be all in phase and in perfect working order (Milo, Micca, Nexo, V-Dosc, Vertec, Cair Bros I-3, I-4, Prism). The system must include all ancillary Rigging, Cabling, Power distribution and Amplification for these speakers. (NO PROPRIATARY SPEAKERS)~~

~~The Front of House engineer must have unrestricted access to all electronics to include all eq's, compressors, x-overs and amplifiers. There must be a competent engineer provided by the PURCHASER to set up and oversee the system available at all times.~~

~~Low profile front fill speakers must be provided to amply cover the area directly in front of the stage. 4 front fill minimum. Please divide these into two mixes. Front Fill inside and front fill outside.~~

~~Sub bass is also important to this act. Please be sure you have enough of it.~~

FOH CONSOLE

~~Digital Console: PM-5Drh Version 2.2 is acceptable. NO Analog Consoles:
NO OTHER CONSOLES ARE ACCEPTABLE UNLESS AGREED TO IN ADVANCE.~~

~~1 Apogee Big Ben word Clock~~

MONITOR AND STAGE AUDIO EQUIPMENT

~~Console: Yamaha PM5D-RH ver 2.2~~

~~Wedges: 1 Pair Located DS center w/1X 12" 800 watt speaker w/2" horn~~

~~1 Pair Located DS SR w/1X 12" 800 watt speaker w/2" horn~~

~~Side Fill: 2x 18" 1000 watt sub & 2x 12" 800 watt mid w/2" horn per side~~

~~Drum Sub 12" or 15" Sub located behind the drummer SUB ONLY~~

~~IEM: Senheiser e300 w/G2 beltpack~~

~~6 transmitters and (10) beltpacks, all in same frequency block w/antennae
and combiners. Please include 2 generic ear buds for spares.~~

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Sec University Technical Rider Addendum

Mics:

- 2 UHF-R Series wireless w/Beta 58 capsules, receivers and extra foam windscreens
- 1 Shure SM-91
- 1 Beyerdynamic M88
- 2 Shure Beta 56
- 2 Shure Beta 58
- 3 Shure SM-57
- 1 AKG 451
- 6 AT 35 or 350 or Shure SM-98 w/claw mount
- 1 Shure SM-81
- 8 Shure KSM-32
- 5 Countryman active DI
- 1 Audio Technica AT4033
- 1 Beyerdynamic M88

STAGE CABLING REQUIREMENTS:

In addition to your normal distro and enough mic cables to cover our needs please provide:

- (3) 12 channel min. detachable sub snakes/stage boxes [(1) SR, (2) on the drum riser]
- (5) Quad boxes [1-off SR, 1-drum riser, 1-on SL, 1-off SL guitar world, 1-monitor world]

The splitter snake for FOH & monitors should be located off SL @ monitor world.

THIS ONLY COVERS THIRD EYE BLIND.
A support act package will also be required.

12. LIGHTING REQUIRMENTS / SIGN

PURCHASER must provide a basic, safe and functioning lighting system that includes:

- 40' downstage truss w 4 12k washes medium lamps x79, x27, x58, L201
- 8 lekos (6 @36degree, 2@26degree)
- 2 - 8 lights
- 40' upstage truss all narrows w 2 - 10k washes x79, L181

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See University Technical Rider Addendum

~~5 - 6k washes x27, x58, L126, x19, L201
5 - 2k drum specials x27, x58, L126, x19, L201~~

~~Floor lights: 6 - 12" truss towers w/ 1 VL3000 spot mounted to each top. 2@10',
2@7', 2@5'.~~

- ~~6 - ACL par 64 (x4) bars to mount to towers~~
- ~~4 - Atomic 3k strobes to mount to towers~~
- ~~2 - 8 lights to mount to towers~~

~~Control is Avo Pearl 2004. Regular rental is \$350.~~

~~**THIRD EYE BLIND - Banner 40' x 10' Textaline backdrop**
Please provide a 40' pipe on ropes & Sheeves or a Separate truss
In some cases this could be hung on the front cord of the rear truss.~~

13. POWER REQUIREMENTS:

PURCHASER must supply:

- ~~- 2 x 30 Amp 110v clean circuits (same as local sound)~~
- ~~- 2 x 60 amp single phase power for tour busses where available~~
- ~~- 1 x 300 Amp three phase sound & 1 x 400 Amp service three phase lights~~

14. MIX POSITION

~~The mixer position placements will be dealt with in advance as to where the positions will obstruct the least amount of seats. Position shall be:~~

- ~~Sound = 8' wide x 8' deep x 0-8' high~~
- ~~Lighting = 8 wide x 8 deep x 2' high~~

15. PARKING

~~A secured parking area will be required within the immediate backstage area. The parking area should have enough room for the following vehicles.~~

- ~~A. One (1) Production tractor and trailer. (On some dates TBC)~~
- ~~B. One (1) Crew Bus (On some dates TBC)~~
- ~~C. One (1) Band Bus (On some dates TBC)~~
- ~~D. Three (3) 15 passenger Vans & (One) 1 SUV~~

~~Any necessary parking permits that will allow unimpeded access for the above must be provided by the PURCHASER/facility. The above parking areas must have 24-hour access from the stage load-in through the stage load-out. This area must also have 24-hour security during this time period.~~

Please Initial



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3: PM Add 2 Security Personal Artist Dressing rooms etc

Mixer/Follow spots

We require two (2) men at the mixer location before doors open until after the audience has left the venue.

We require an additional two (2-4) men for follow spot locations -- if they are placed in a public area.

21. BARRICADE/BACKSTAGE

Two hours prior to Artist's arrival, one (1) person is to be positioned outside of ARTIST'S Dressing Room Area. This person should remain at all times until the rooms are cleared at the end of the performance. This person should check in upon arrival with ARTIST'S Production Manager.

In addition we will also need:

Eight (8) persons for front of the stage. All must face the audience at all times.
One (1) person on either side of the stage, controlling access points.

Immediately after the performance, no one other than production/tour personnel *and* should have access to any backstage rooms for 30 minutes after the show or until notified by a production/tour representative.

ARTIST prefers the use of no barricade if safety permits. Production and PURCHASER will decide daily if this is not a problem with the venue.

22. SOUND CHECK *To be advanced*

~~Sound checks are normally 4:30 pm -- the occurrence of a sound check to be announced on a venue by venue basis. Especially on festival shows.~~

~~No members of facility staff or members of the audience will be allowed to enter the place of performance until the sound check is complete without permission of Production Manager.~~

~~At a mutually convenient time on the day of show there will be a brief meeting between the Chief of Security, any house security officer and the Head Usker.~~

23. PASSES

~~ARTIST'S Production Manager, Tour Manager and Security Director will issue all relevant categories of backstage credentials. No other type of backstage pass, including promoter laminates, will entitle the bearer access to any of the restricted areas.~~

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tial
*Purchaser's
personnel*

Please
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~~Samples of the correct passes and the method of their daily validation will be made available from Artists Production Manager to Venue Security Chief for distribution and familiarization by the security team.~~

For Festival or Radio Show's. The producer will provide Artist's production manager 35 ALL ACCESS PASSES & up to 40 Guest passes.

~~Restrictions will be put in place for Artist & Band Dressings rooms and the stage when Artist is performing.~~

~~24. RESERVED SEATING~~

~~In a reserved seat house, it is requested that the general public be allowed to stand in front of their seat without harassment from security or house personnel. As long as they are not blocking a fire lane or causing damage to the seat or venue, they should NOT be asked to sit down.~~

~~25. OVERNIGHT SECURITY~~

~~In the instance of two or more consecutive performances being staged in the same venue, PURCHASER will supply constant 24-hour security coverage by a team of no less than two (2) security personnel. This team is to patrol at all times areas of ARTIST'S production equipment, production offices, dressing rooms and parking areas as directed by the Production Manager and/or Security Director. This security will be continuous from the time of departure of the ARTIST'S production staff until their return the following day.~~

26. CATERING

Prior to the Engagement, PURCHASER is to explain to local crew that formal meals are for the Producer's crew ~~exclusively~~ when deemed necessary that local crew must eat on premises. PURCHASER will provide meal tickets for the lunch and dinner meals. ~~No meal is authorized for payment without a meal ticket issued by Producer's Production Manager.~~

NOTE: Foods that should be cold or hot must be served cold or hot.

Absolutely NO STYROFOAM

NO plates or plastic utensils are to be used for these meals.


IF PLASTIC AND PAPER MUST BE USED PLEASE USE COMPOSTABLE CUPS FOR BOTH HOT & COLD


Tablecloths and napkins are required.

NOTE: Please RECYCLE AND COMPOST !!!!! *to the best of PURCHASER'S ability.*

CREW AND BAND MEALS:

ALL DAY BEVERAGE & FOOD SERVICE LISTED BELOW, ALL ITEMS LISTED MUST BE PROVIDED AT BREAKFAST AS WELL AS THROUGHOUT THE DAY

Please Initial


Please Initial




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ALL DAY BEVERAGE SERVICE AND SNACKS MUST BE SET 1/2 HOUR PRIOR TO LOAD IN (for 10 crew, not including local PRODUCTION crew) These Items are to be set in the catering room next to the food service. Please continue to replenish this throughout the day and load out. This will also be the Beverage Service for all meals. Please add items as needed according to meal count.

26.a ALL DAY BEVERAGE SNACK SERVICE

- Fresh **WHOLE** Fruit (I.E.: apples, oranges, and bananas)
- Local fresh fruit please - i.e. strawberries, peaches, grapes, etc.
- Assorted Candies, Chocolate, Hard Candy
- Bread Selection to include: Wheat, White and one other type (i.e. Sourdough or Rye)
- ~~WATER SERVICE IN ABUNDANT SUPPLY NO BOTTLED WATER~~
- Assorted Flavors of Yoplait or Dannon Yogurt
- Whole Milk, Skim Milk, 1% Milk, Soy Milk
- Juices: Orange, Apple Cranberry
- Soft Drinks: Iced Tea, Coke, Pepsi, Diet Coke, and assorted sodas.
- Assorted Gatorade and Snapple
- Coffee, Tea and Hot Chocolate services with Sugar, Equal, Lemon, Honey, Half and Half, Milk, Non Dairy Creamer
- Salt, Pepper, butter, margarine
- Tabasco Sauce, Ketchup, Mustard (2) two types spicy and yellow please
- Any local condiments are welcome, hot sauces etc.
- ~~One (1) High Quality Blender~~
- ~~One (1) High Quality 4 slice Toaster or Toaster Oven~~

Please Initial

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Production Office

- One (1) six-pack Diet Pepsi in 8 oz BOTTLES PLEASE
- Three (3) large (re-sealable) bottles Smart Water (or 1 Six Pack small bottles)

A hot breakfast is to be supplied to the PRODUCER's road crew at the time of load in and shall remain available until instructed by Producer's Production Manager. There are twelve TOURING crew members to be supplied with this meal.

26.b HOT BREAKFAST TO INCLUDE:

Please Initial

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- ~~Two (2) Dozen RAW eggs (NEVER PRE-COOK EGGS PLEASE: We can cook ourselves with pans & hot plates or provide a chef).~~
- ~~Pancakes or French Toast are more than welcome.~~

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- ~~• Pre-cooked Bacon or Ham and Turkey Sausage~~
- ~~• One (1) large Pan Pre-cooked Breakfast Potatoes~~
- ~~• One (1) Hot Plate (Double Burner) and 2 Pans and cooking utensils~~
- Assorted Fresh Muffins, Pastries, Donuts
- Assorted Breads, Wheat, White & Regular
- One Dozen (12) Bagels (FRESH from a bagel shop) Garlic, Sesame, Everything and Plain, Cinn & Raisin
- ~~• One (1) MEDIUM CONTAINER REGULAR CREAM CHEESE~~
- Assorted Spreads: Cream Cheese (light and reg.) Butter, Margarine, Non-Fat Butter Spread
- Fresh WHOLE Fruit
- ~~• Selection of Cold Cereals and Instant Oatmeal~~

26.c LUNCH: PLEASE ENSURE THAT ALL DAY BEVERAGE & FOOD SERVICE ITEMS ARE AVAILABLE AT THIS TIME AS WELL AS THE FOLLOWING ITEMS...

A hot lunch is to be provided to the Producer's road crew at lunchtime for Twelve crew & Six band members PLUS whatever Local Crew is deemed necessary. This meal shall remain available until instructed by ARTIST'S Production Manager. Specific Lunch & Dinner menu need to be advanced with ARTIST'S Production Manager one week prior to show. Meat, chicken or fish and vegetarian entree will be included in the menus for both meals. All meals will include a green salad, and dessert.

26.d DINNER: PLEASE ENSURE THAT ALL DAY BEVERAGE & FOOD SERVICE ITEMS ARE AVAILABLE AT THIS TIME AS WELL AS THE FOLLOWING ITEMS...

A hot meal is to be provided to the ARTIST'S band and crew at DINNER time for TWENTY (20) People. PLUS whatever Local Crew is deemed necessary. This meal shall remain available until instructed by ARTIST'S Production Manager. Specific Dinner menu needs to be advanced with ARTIST'S Production Manager one week prior to show.

NO BUY OUTS !!!!

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26.e THIRD EYE BLIND DRESSING ROOM: (Set by 3:00 PM)

ALL WATER AT ROOM TEMPRATURE
I WATER SERVICE

Please
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- ~~Two (2) six-packs beer "Local Beer" TO BE ADVANCED~~
- ~~Three (3) six-packs Miller Light beer~~
- ~~One (1) Bottle DEL VEDERE Or Grey Goose Vodka~~
- ~~Two (2) Bottles Red Wine Cabernet Sauvign (at least \$20 ea) NO HOUSE BRANDS !!! TO BE ADVANCED~~
- Six (6) Cans Red Bull
- One (1) half gallon FRESH SQUEEZED Orange Juice (not from concentrate)
- Two (2) quarts of Ocean Spray Crauberry Juice
- One (1) quart Whole Milk
- One (1) Qt, Hal & Half (with screw top please)
- One (1) Coffee & Tea Service / Assorted tea's to include ORGANIC GREEN TEA, CAMMOILE And a assortment including Herbal & Black Teas
- Please provide honey, sugar, SPLENDA, lemons, 1/2 & 1/2
- One (1) Imported semi-sweet DARK CHOCOLATE BAR 70% cacao (NO LINDT OR HERSHEY'S OR DOMESTIC CHOCOALATE)
- One (1) Raw Vegetable Crudités: (6 persons) - to include carrots, celery, broccoli, cucumbers, etc. (To be accompanied by 1 low fat dip and 1 non-dairy dip)
- Whole Fruit - to include 4 apples, 6 navel oranges, 8 bananas, 1 bunch grapes, 3 peaches, 1 box strawberries and your choice of what's in season
- One (1) Bottle of EXCEDRIN
- Four (4) Travel TOOTHBRUSHES (Type that FOLDS into itself)
- Four (4) Travel sized TOOTHPASTE
- One (1) Bottle PURELL hand sanitizer
- One (1) Large package BABYWIPES
- One (1) Box THROAT Drops
- One (1) LINT ROLLER
- PLEASE KEEP ALL DELI ITEMS IN WRAPPING.
- Wheat & White Bread, Mayo, Grey Pupon Mustard.
- Ice bucket with CLEAN ice for drinks
- ~~Coffee Mugs, Glasses, Large and small plates, Metal utensils, napkins, paper towels, Kleenex, bottle opener.~~
- paper and plastic ware as needed.
- ~~Two (2) large empty boxes For the hotel.~~

See University
Holdendum #17,

Please
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26d. STAGE DRINKS /TOWELS: (PLACE IN PRODUCTION OFFICE)

- Twenty Four Bottles Spring Water
- WATER SERVICE BY STAGE IF POSSIBLE

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- 2 Dozen Bath Towels 1 Dozen Hand towels !!!! PRE WASHED !!!!

26.g AFTER SHOW CATERING

Please Initial



- ~~One (1) Bottle Red Wine Cabernet Sauvignon (at least \$20 ea)~~
- ~~NO HOUSE BRANDS !!!~~
- Shopping list for bus stock (aprox \$75 per bus-there are 2 buses)

We will require additional food for after the show. Fare such as Chinese, Japanese, or Italian. Please make available an assortment of take out and/or delivery menus from local restaurants. One meal is for 6 (six) people and one meal is for 8 (eight) people and will be discussed day of show with the Production Manager.

27. BACKLINE REQUIREMENTS

Purchaser agrees at his sole cost & expense to pay for Backline per Artist Specifications

Please see attached requirements. Artist's Production Manager will have final say and be able to deal directly with the Backline Provider

Backline Vendor will supply up to 2 technicians to assist Artists crew for the load in show & load out.

28. ABUSE OF AUTHORITY

Please Initial

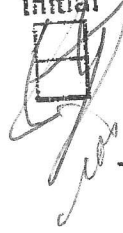


~~We reserve the right to have removed from the premises and have relieved of his/or her duties any persons, security or house staff who have been abusing their authority or deemed to be using excessive violence to members of the general public. We will also reserve the right to have anyone removed due to intoxication of alcohol or other substances.~~

~~29. HOTEL ROOMS (when provided)~~

~~The Tour & Production Manger(s) will advance all hotels Rooming list is attached~~

Please Initial



~~1st class Full service hotels only.
Property must have Bar, restaurant and 24 hour room service.
Please NO Motel 6 types, we prefer Four Seasons, Westins, W's, Hyatts etc.
Hotel subject to ARTIST'S representatives prior and final approval.~~

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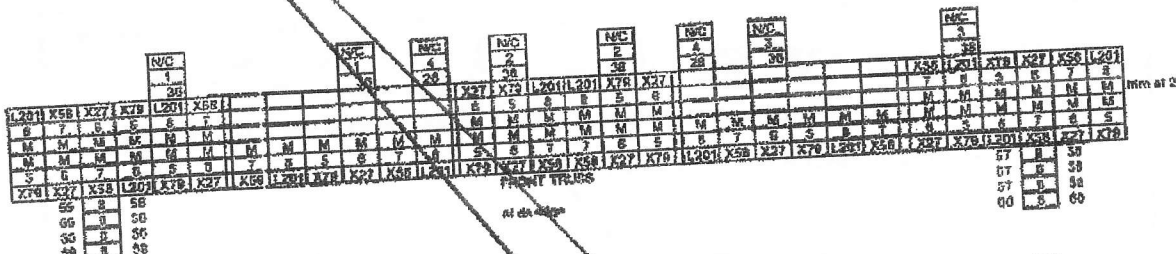
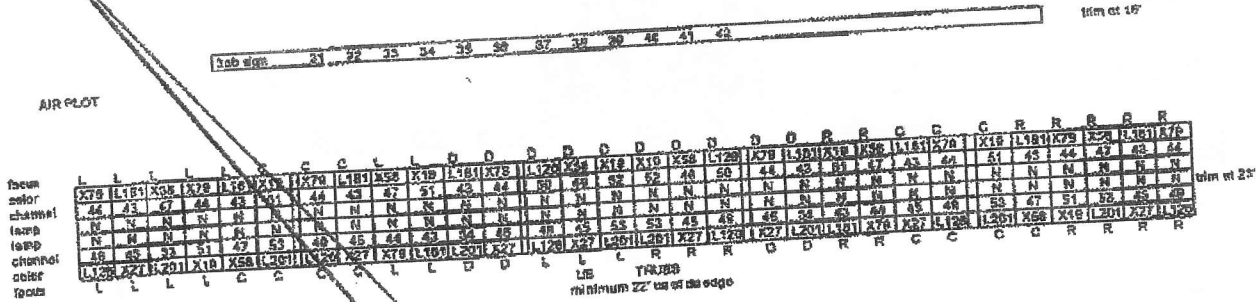
~~Tour manager must be provided with sales contact at the property directly.~~
 We will furnish a Credit card to establish credit for the group's incidentals.
 Hotel reservations must be group type and be Pre registered and Pre keyed prior to
 groups arrival.
 ARTIST will be registered under a ~~alias name~~. Top-level Security must be kept at all
 times.
 Please establish communication between ARTIST'S Security Director and the Hotel
 Security. ~~We wish to access underground and all non public entrances & exits.~~

**PLEASE SEE BELOW FOR INPUT LISTS, AND
STAGE & LIGHTING PLOTS**

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See University Technical Rider Addendum

LIGHTING PLOT



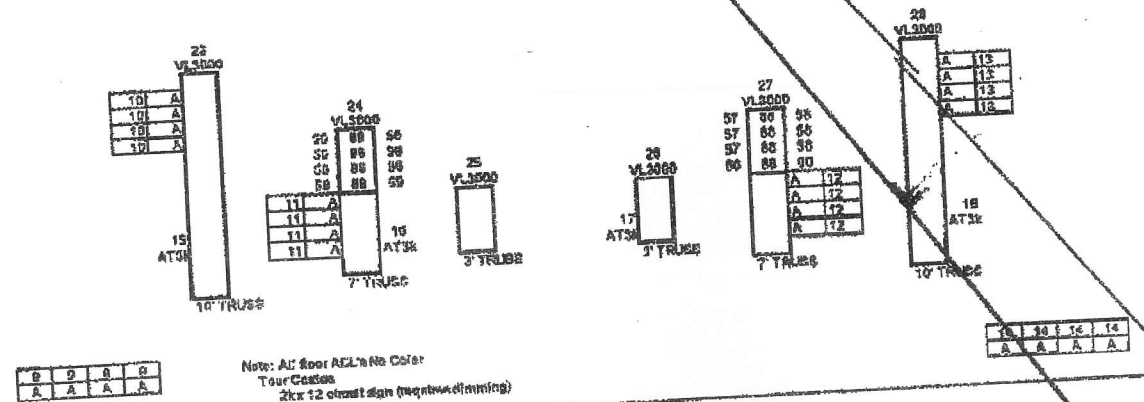
KEY

201	COLOR	PAR 54	KEY
2	CHANNEL		
5	LAMP TYPE		
50	COLOR	LEGO	
55	CHANNEL		
60	DEGREE		
50	50 CHANNEL	5 LIGHT	
55	55 CHANNEL		
60	60 CHANNEL	NO SCALE	
55	55 CHANNEL		

THIRD EYE BLIND 2007
DESIGN: DAN ENGLISH 1/7/08
200-300-0120

Desktop AVG Panel 2004
Minimum 2 spots (if possible)
Spot Color
1 x33
2 x34
3 x58

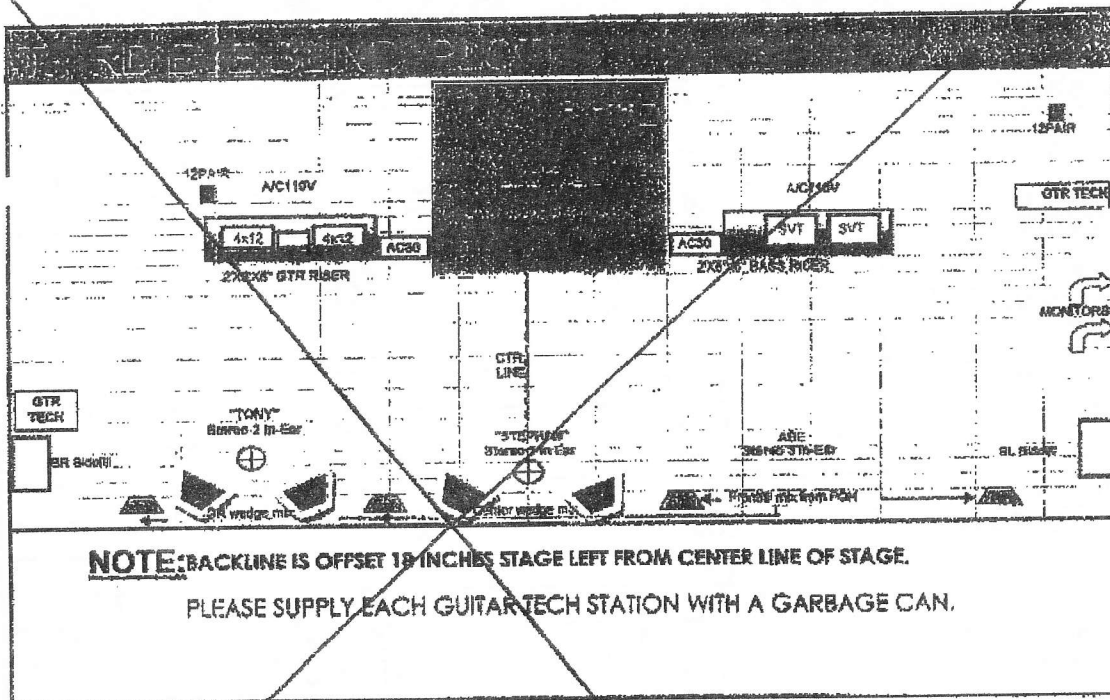
FLOOR PLOT 60 foot view



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3EB		INPUT LIST		8/10/08
1	1	KICK 1	SM-91	N/A
2	2	KICK 2	M88 / B52	SM BOOM
3		OPEN		N/A
4		OPEN		N/A
5	4	SNARE TOP	B56	SM BOOM
6	5	SNARE BOTTOM	SM-57	SM BOOM
7	6	SNARE 10"	ATM350 or SM98	CLAMP MOUNT
8	7	HI HAT	AKG 451 or SM-81	SM BOOM
9	8	RACK 1	ATM350 or SM98	CLAMP MOUNT
10	9	RACK 2	ATM350 or SM98	CLAMP MOUNT
11	10	RACK 3	ATM350 or SM98	CLAMP MOUNT
12	11	RIDE	SM-81	SM BOOM
13	12	OVERHEAD SR	SM32	TALL BOOM (tripod)
14	13	OVERHEAD SL	SM32	TALL BOOM (tripod)
15	14	PERCUSSION	SM32	SM BOOM
16	15	COWBELL	ATM350 or SM98	CLAMP MOUNT
17	16	TAMBOREEN	ATM350 or SM98	CLAMP MOUNT
18	22	BASS DI	COUNTRYMAN	N/A
19	23	BASS (FX)	COUNTRYMAN	N/A
20		OPEN	NA	N/A
21	27	SR GTR- L	KSM-32/(Lg. diaphragm)	SM BOOM
22	28	SR GTR- R	KSM-32/(Lg. diaphragm)	SM BOOM
23		OPEN	NA	N/A
24		CLICK	COUNTRYMAN	N/A
25	30	STEPHAN ACOUSTIC	COUNTRYMAN	N/A
26	31	SL GTR- L	KSM-32/(Lg. diaphragm)	SM BOOM
27	32	SL GTR- R	KSM-32/(Lg. diaphragm)	SM BOOM
28	33	OPEN	NA	N/A
29	34	OPEN	NA	N/A
30	40	TONY SR VOX	B58	TALL, HEAVY BASE BOOM
31	41	STEPHAN VOX	WE CARRY	WE HAVE
32	42	SPARE * VOX	WE CARRY	N/A
33	43	HARDWIRE * VOX	B58	N/A
34	36			N/A
35				
36				
37				
38				
39				
47				
48		FOH TALKBACK		

Please Initial

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THIRD EYE BLIND ADDITIONAL MONITOR MIX INFO			1/1/08
***NOTE: Rental IEM: (9) from monitor and (13) belt packs all in same freq. block w/ antennas & combiners			
OUTPUTS:	1	Tony-L	Senn e300 GT-2 wireless system with 2 belt packs
	2	Tony-R	Senn e300 GT-2 wireless system with 2 belt packs
	3	Stephen-L	Senn e300 GT-2 wireless system with 2 belt packs
	4	Stephen-R	Senn e300 GT-2 wireless system with 2 belt packs
	5	Leo-L	Senn e300 GT-2 wireless system with 2 belt packs
	6	Leo-R	Senn e300 GT-2 wireless system with 2 belt packs
	7	Brad-L (hardwire)	(2) Shure PG6FW w/ cable
	8	Brad-R (hardwire)	(2) Shure PG6FW w/ cable
	9	SR tech-L	Senn e300 GT-2 wireless system with 1 belt pack.
	10	SR tech-R	Senn e300 GT-2 wireless system with 1 belt pack.
	11	Brad's Acoustic Pack-L	Senn e300 GT-2 wireless system with 1 belt pack.
	12	Brad's Acoustic Pack-R	Senn e300 GT-2 wireless system with 1 belt pack.
	13	DS Center wedge	
	14	Spare/ guest mix	
	15	Side Fill SR	
	16	Side Fill SL	
	17	Internal Reverb- L	
	18	Internal Reverb- R	
	19	Internal Reverb-L	
	20	Internal Reverb-R	
	21	To be used for opening acts	
	22	To be used for opening acts	
	23	To be used for opening acts	
	24	To be used for opening acts	
	Q	Q-L	Senn e300 GT-2 wireless system with 2 belt packs
		Q-R	Senn e300 GT-2 wireless system with 2 belt packs
Stage cabling requirements:			
(3) 12 channel min. detachable sub snakes/ stage boxes [(1) SR, (2) on the drum riser] (5) Quad boxes [1-off SR, 1- drum riser, 1- on SL, 1- off SL guitar world, 1- monitor world] The splitter snake for FOH & Monitors should be located off SL @ Monitor world			
Rental Audio equipment:			
Console: Yamaha PM5D-RH			
IEM: Sennheiser e300 w/ G2 beltpack ***please include 2 pairs of generic ear buds for spares			
Wedges: 1 pair located DS center w/ 1x 12" 800 watt speaker w/ 2" horn			
Side fills: 2x 18" 1000 watt sub & 2x 12" 800 watt mid w/ 2" horn per side			

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3EB backline rental gear requirements:

Tony- guitar/vox:

2 Bogner Exctasy heads. Amps must have an effects loop in/out.
2 Marshall 4x12 30w greenbacks straight speaker cabinets
6 or 8 space guitar boat
US power conditioner and adapters

Stephan-guitar/vox:

2 Combo amps Vox AC30's
6 or 8 space guitar boat
US power conditioner and adapters

Bass:

2 SVT 8x10 and SVT heads (CLASSICS) for stage.

Brad- drums:

5 piece drum kit in a dark color, (preferably DW Classic or Pearl Master Series,)
22" x16" kick drum
14" x 5-1/4" snare
12" rack tom with tom stand
14" floor tom with tom stand or on floor
16" floor tom with tom stand or on floor
(remo coated ambassadors top, clear ambassador bottom.)

Cymbals (preferably Zildjian A, A custom or Paistie Signature)

14" hi hats
19" medium crash
20" medium crash
20" heavy ride

DW Double kick pedal DW5000 or DW9000

2 heavy duty, two legged HiHat stands
5 heavy cymbal stands with boom arms
2 heavy duty snare stands
Roc-n-sok drum throne

University Of Arizona, Arizona Stadium Technical Rider Addendum

To: All Acts To Perform April 29th, 2009 at Arizona Stadium, Tucson, AZ.
From: Production Manager & Designer, Pat Ibbotson, Consulting On Behalf of the University of Arizona
CC: The University Of Arizona Concert Planning Staff & Administration.

Forward:

Due to the unique requirements, rules, restrictions, available technical space, and time limitations involved with performing at Arizona Stadium; The following edits are made to all Artists' technical riders & contracts as a necessary component of a successful show. All Artists should be assured that every effort will be made to accommodate their specific needs in a professional manner to the highest standards. This show is listed as "festival billing", located on The University Of Arizona Campus, and carries with it the expectation and necessity of general flexibility on and off the stage. Please take a moment to review all of the conditions and stipulations made herein as we work towards the best show possible.

1. General Disclosed Restriction:

Due to the proximity of this stadium to residential neighborhoods, and the necessary sound system involved to cover the estimated 17,000 attendees, The University of Arizona reserves the right to control the overall volume of the performance. It is acknowledged that this is a concert, the students want a great show, and it is expected to be generally loud. Therefore, every step possible will be taken so as not to interfere with Artist's engineer but this right must be reserved.

2. Climate Considerations:

Due to an average rainfall in Tucson, Arizona in April of a third of an inch, as well as the general dimensions of the seating vs. the only available location for the stage not having sufficient room for ballasting, no roof system will be utilized for this show. The University of Arizona will secure inclement weather insurance. Mix positions will have temporary tents during the daytime with the FOH tenting being removed prior to doors opening. Tarps/Plastic/White Drops will be provided in sufficient qty for equipment along with sufficient crew to set and remove them. Should temperatures exceed the expected averages in April, sound checks will be moved to earlier in the day, with the stage "going dark" during the afternoon hours. Sunset is approximately 7pm.

3. Venue Access & Schedule:

All Artists & Artists' technicians will be provided with a schedule outlining their load in, line checks, (sound checks if applicable) & performance times in advance of the show. As acts are still being added to the festival's billing this schedule is not complete. Artist crew & equipment can expect a call time of approximately one hour prior to their expected line or sound check or as per final advance. (Snd/Line Checks are estimated to begin at 11am, with Doors Opening at 5pm.)

University Of Arizona; Artist Technical Rider Addendum. (Cont'd)

4. Crew:

The University Of Arizona will be providing and paying for professional stage hands, student workers, as well as a first class engineering support team from each of the respective technical supplier's onsite in sufficient quantity to execute the TBA schedule and general plans.

Note: Disrespect of any member of The University of Arizona Staff, Student Workers, Crew, Stagehands, etc. will not be tolerated. If there is a rare issue, it is expected that it will be handled in a professional manner and discussed with the Production Manager.

5. Staging:

Final stage design is still tbd, however at a minimum; A professionally built, level & safe, 42' wide x 36' deep x 5' high performance stage will be provided. Additional wing space will be provided on the downstage edge for PA stacking. Dead case storage, backline world, and monitor control will be located at near ground level due to sight lines at this venue. Ramps will be provided for easy access.

6. Backline:

For those Artists who are flying for this performance, backline arrangements will be secured by the University. While we will make every effort to avoid any crossovers, it may be necessary (though unlikely) to share some backline items, riser positions etc. Backline storage and tech world for any act not performing will be located offstage left at ground level. (Ramps will be provided for easy access)

7. Monitors: (Console-PM5D)

Monitor control for all Artists will be stage right at ground level. Biamped monitor cabinets, side fills & drum fills in sufficient qty and with all necessary amplification and processing to satisfy all riders will be provided. Monitor cabinets may need to be moved in between sound checks/sets etc to accommodate another act. Monitor world will be shared between all acts, as such; minimal space will be available for supplementary equipment. Please have your engineers advance what equipment (in ears, console etc) they may be bringing with them so that we can make the appropriate arrangements.

8. FOH: (Console-PM5D)

FOH control for all Artists will be located approximately 80'-100' from the downstage edge as close to center as the venue will allow and approximately 16'x16' in total area. The mix position & support equipment will be shared between all acts, as such, minimal space will be available for supplementary equipment and your flexibility is appreciated. Please have your FOH engineer advance what equipment (console etc.) they may wish to bring in as space will be limited.

University Of Arizona; Artist Technical Rider Addendum. (Cont'd)

9. Stage Plots:

Every effort will be made to accommodate Artists standard stage plots and layouts. Due to this show being festival in nature and with limited available space, the stage will be active with multiple sets of equipment. A stage manager & crew will be present to ensure the safety of all equipment as well as the proper movement, setting and resetting of any instruments, gear as necessary.

10. Input Lists

A festival style input list and patch will be developed and sent to artist engineers during advance that takes into account the complete needs for all Artists performing.

11. Lighting:

A professional lighting with pro-crew tailored to the specific & unique needs of this show will be provided. Details to be finalized but LED ground row face lighting, outdoor rated moving lights, onstage/offstage truss towers and followspots will be utilized. If you are traveling with an LD-Board op please have them advance with Production Designer.

12. House Lights:

Arizona Stadium is a football venue with non-dimmable house lights. If budget permits we will make every effort to bring in dimmable house lighting. In addition, restrictions governed by the office of The State Fire Marshall may make it impossible to conduct complete venue blackouts. The University of Arizona reserves the right to set the appropriate and safe lighting levels for the safety of all attending.

13. Rigging:

No rigging or overhead grid of any kind will be available for this show.

14. Pyrotechnics:

Pyrotechnic devices of any kind may *only* be used with the expressed written consent of The University Of Arizona & The Office Of The State Fire Marshall. Requests for the use of any such devices must be in writing and received no later than April 1st, 2009. Requests must be complete with all technical specifications, Federal Material Safety Data Sheets and a complete intended use plan.

15. Exceptions: Exceptions and alterations of any kind need to be authorized in writing by The University Of Arizona's Production Manager.

16. All Technical concerns and questions regarding this show should be directed to:

Pat Ibbotson, Production Manager & Designer
Consulting On Behalf Of The University Of Arizona
Member I.A.T.S.E 8 & 200, Member U.S.I.T.T
patibbotson@comcast.net 610.329.5855 (cell)

UNIVERSITY ADDENDUM

The following terms are added to and form a part of the attached Contract:

1. **NON-DISCRIMINATION** - The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.
2. **ARBITRATION** The parties agree that any dispute arising under this agreement involving the sum of \$50,000 or less in money damages only shall be resolved by arbitration pursuant to the Arizona Uniform Arbitration Act. The decision of the arbitrator(s) shall be final.
3. **CONFLICT OF INTEREST** The Arizona Board of Regents may, within three years after its execution, cancel this Contract without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract while the Contract or any extension hereof is in effect.
4. Artist agrees to not give a public performance within a 150-mile radius of the Tucson metropolitan area forty-five (45) days before the University of Arizona event. No performance after the event within the above radius may be announced, go on sale, be advertised for, or otherwise made public until the day after the University of Arizona event.
5. **FORCE MAJEURE** - Neither Artist, Producer nor Purchaser shall be liable for failure to appear, present or perform if such failure is caused by or due to the disability, illness or accident of Artist, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption in or delay of transportation service, or any cause beyond the reasonable control of the parties, rendering performance impossible, infeasible or unsafe. In the event Artist is unable to perform due to illness, disability or accident, Purchaser shall have the right to demand medical documentation verifying same. In the event of cancellation for reasons due to force majeure, the parties will use their best efforts to reschedule the performance at a mutually agreeable date and time within a reasonable time period following the cancellation.
6. **BREACH** - If either party cancels its performance, except for reasons due to force majeure or uncured, material breach by the other party, the non-breaching party shall have the right to seek its damages (including, without limitation, its out of pocket expenses) against the breaching party.
7. **INSURANCE** The parties recognize that the Arizona Board of Regents participates in the Arizona State Risk Management Program, and any liability of the State of Arizona resulting from any negligence of its employees shall be governed by Arizona's self-insurance statute A.R.S. § 41-621.
8. 3 EB Touring, Inc. f/s/o Third Eye Blind shall provide and maintain insurance applicable to this event as follows:
 - a. Commercial General Liability in the amount of \$1,000,000 (each occurrence)
 - b. Comprehensive Automobile Liability in the amount of \$1,000,000 (each occurrence)
 - c. Workers' Compensation as required by statute

Upon signing of this agreement and prior to the event, 3 EB Touring, Inc. f/s/o Third Eye Blind will furnish certification of such coverage, which names the Arizona Board of Regents on behalf of the University of Arizona and the State of Arizona as additional insured.

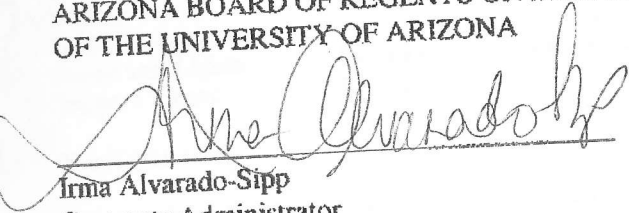
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9. **INDEMNIFICATION AND HOLD-HARMLESS CLAUSES** Arizona Revised Statute § 35-154 prohibits persons from incurring obligations against the state for which funds have not been appropriated or allocated. Arizona Attorney General's Opinion 67-36-L interprets this statute to prohibit the state and its agencies from agreeing to hold harmless or indemnify third parties. The University shall be liable for claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.
10. **TAX** - In the event that the relationship created between the parties under this agreement, or any services rendered hereunder, or any other aspect of the relationship, gives rise to any tax responsibility, including income and similar taxes, payable to any state or any political subdivision of the federal government, such obligations will be the responsibility of the party who has the legal obligation to collect, remit and/or pay such tax to the taxing authority.
11. **CONTROLLED SUBSTANCES** - Artist agrees to neither consume nor possess alcohol or any illegal substance at the place of performance. Damages if any to be determined by a court of law.
12. **AUDIT** The Contractor agrees to keep all books, accounts, reports, files and other records relating to this contract for five (5) years after completion of the contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to Arizona Revised Statute § 35-214.
13. **UNIONS** - The Purchaser, as an instrumentality of the State of Arizona is not permitted to contract with, or be bound by, union rules, regulations or jurisdiction. However, the Purchaser does not discriminate against those holding union membership.
14. It is the policy of The University of Arizona, to permit the sale of souvenir programs, CD's, tapes, T-shirts, or other non-food items from one location on the main floor lobby. If souvenir programs, CD's, tapes, T-shirts, or non-food items are sold, the house commission shall be twenty percent (20%) on gross sales, less any tax, and paid in cash at the end of the performance.
15. **ATTORNEYS' FEES CLAUSES** Arizona revised Statute § 35-154 provides that no obligation for which there is not an existing legislative appropriation and allotment is valid. The University does not have any existing appropriation or allotment for attorney's fees that may be imposed by contract. However, the University may agree that this Agreement is subject to Arizona Revised Statute § 12-341.01 which states that in a contested action arising out of a contract the court may award the successful party reasonable attorneys' fees.
16. **CONTRACTING PARTY** The Contracting Party for the University is the Arizona Board of Regents for and on behalf of The University of Arizona. The University of Arizona is governed by the laws of the State of Arizona and therefore cannot agree to be governed by another State's law.
17. **ALCOHOLIC BEVERAGES** No alcoholic beverages shall be served at University events. No University funds may be used to purchase alcoholic beverages.
18. Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), Artist(s) and/or Artist's representative(s) certifies that it does not have a "scrutinized" business operation in either Sudan or Iran, as that term is defined in ARS §§ 35-391(15) and 35-393(12), respectively.
19. As required by Arizona Revised Statutes §41-4401 The University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona

Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by the University. The University retains the right to inspect the records of the below entity, subcontractor and employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor who works on the Contract, to ensure that the below entity and each subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with such programs.

ARIZONA BOARD OF REGENTS ON BEHALF
OF THE UNIVERSITY OF ARIZONA


Irma Alvarado-Sipp
Contracts Administrator

Date: 4/16/09

ACCEPTED:



Producer

Date: _____

