



CREATIVE ARTISTS AGENCY

3310 West End Avenue, Suite 500
Nashville, TN 37203

615-383-8787/615-383-4937 Fax

Arizona Board of Regents on behalf of

ELECTRONIC

AGREEMENT made this 12th day of Mar, 2009
Between The Veronicas - The Veronicas Music LLC (57-1217882)
(hereinafter referred as "PRODUCER"), and University of Arizona
(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: Arizona Stadium - University of Arizona - Tucson, AZ
2. Date(s), Showtime: Wed, 29th of April, 2009 @ TBA

3. Additional Information:
Billing: Artist to receive 100% Equal Festival billing.
Performance Length: Artist to perform one complete set. - minimum 40 minutes
Sound and Lights: Artist to use festival sound and lights, per Artist's specifications. Sec University Technical Rider
Support Talent: Festival Schedule-Multiple Act Show: THE VERONICAS, Third Eye Blind, Kelly Clarkson and Jay Z to close. added du
Additional Provisions: DO NOT ANNOUNCE WITHOUT BUYER APPROVAL
~~Artist to be paid in full in the event of inclement weather - rain or shine.~~
* Purchaser to provide and pay for local ground transportations, backline and up to \$500 for hotel accommodations.
RADIUS: 150 miles; 45 days prior to engagement

Merchandise: 80/20; 100% on CDs/DVDs
Who Sells: Venue sells Artist sells

4. COMPENSATION AGREED UPON (Amount and Terms):
\$20,000.00 guarantee

TICKET SCALING

	Show Type	Public Concert
Festival	17,000 @	\$.00
Total Capacity:	17,000	Gross Potential: \$.00
Total Tax %	.00 %	Tax/Deductions: \$.00
Notes:		(\$.00) Net Potential: \$.00

Festival ticket prices will range from \$39.75 - \$200.00

5. DEPOSITS/CONTRACTS: No deposits are required
Purchaser will make payments as follows: all payments shall be paid by University check following performance.
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 Light 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."

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: [Signature] (ARTIST/PRODUCER)
PRODUCER: The Veronicas Music, LLC (57-1217882)

Signed: [Signature] 4/23/09
PURCHASER: University of Arizona - Tucson, AZ by Irma Myarado-Sipp (PURCHASER)
Arizona Board of Regents on behalf of

Return all signed copies to Agent:
Buster Phillips
Agreement No. 320758

Mail To: Adam Tobey; 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.

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

Additional Terms and Conditions

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

1. PURCHASER agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the performances set forth in the Agreement (the "Performance(s)"), and if required by PRODUCER, any and all rehearsals therefore, including, but not limited to:

~~a. Equipment, materials, labor, licenses, permits, including, but not limited to, a suitable theater, hall or auditorium (well-lighted, 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;~~
as advanced

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;
See University Addendum #13

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).
as advanced

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.
and Purchaser joint

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);
See University Addendum #13

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. *N/A Flat Guarantee*

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 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 ^{documented} 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~~

c. 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 ^{documented} 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 with 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.

See University Addendum #5

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(f) 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.~~

16. Insurance

See University Addendum #7

~~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

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See University Addendum #9

~~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 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.

~~h. 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 Arizona without regard to its application of choice of law. 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. ~~Whenever 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.~~

See University Addendum #2 and #16

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THE VERONICAS

Hospitality Rider as of: April 15, 2008

Please check with Tour Manager before clearing any service items.
Please Note: Absolutely No Fish Products in any dressing room or green room.

a. PURCHASER SHALL PROVIDE THE FOLLOWING AT LOAD-IN:

- Hot coffee with sugar, sweet-n-low and milk/cream
- Hot water, tea bags and honey
- 1 case of small bottled flat water (room temp)
- 1 six-pack of Coca Cola
- 1 six-pack of Snapple or Arizona Lemon Flavored Iced Tea
- 1 deli tray, hot soup and cold salad for six (6) people
- 1 loaf of whole wheat bread or 1 dozen rolls
- Clean ice for drinks
- 1 dozen large plastic cups
- Napkins, plates, plastic ware
- *Please include all necessary condiments and utensils*

b. PURCHASER SHALL PROVIDE THE FOLLOWING DINNER FOR EIGHT PEOPLE:

Starters & Sides:

- Soups: Pumpkin or Minestrone (no meat)
- Salads: mixed green leaf, tomatoes, cucumber, avocado, olives and feta
- Salad dressings: balsamic, red wine and olive oil (no pre mix)
- Coleslaw
- Fresh bread or rolls and butter
- Steamed Vegetables: broccoli, beans, peas & corn mix and asparagus
- Potatoes: potato salad, sautéed, potato bake or mashed
- Steamed white rice

Entree Preferences:

- Cold antipasto with hot sopressa, Hungarian salami, leg ham, cold chicken, green olives, feta
- BBQ chicken (gravy on the side)
- Roasted lamb or chicken
- Tacos with vegetarian meat, guacamole, fresh-diced tomato, shredded lettuce, shredded cheese
- Spaghetti
- Panne with white wine sauce (vegetarian)
- Lasagna (meat)
- Fettuccine with fresh tomato/garlic/basil/spinach sauce (vegetarian)

Dessert Preferences:

- Sarah Lee Chocolate cake (fresh cream in a bowl)
- Chocolate fondue with fresh fruit platter to dip, plus strawberries
- Crème brûlée
- Apple pie with fresh cream & ice cream
- Cheese platter with water crackers
- Fresh fruit salad with cream and/or ice cream

Water & assorted drinks

Clean ice for drinks

Please include all necessary condiments

Regular flatware and silverware, as well as plates are required

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TO BE PLACED IN ARTIST DRESSING ROOM(S) ONE HOUR PRIOR TO SOUND CHECK:

~~Space permitting, please prepare two (2) dressing rooms and one (1) production office as follows.~~

~~Dressing Room 1 will be for the ladies and Dressing Room 2 will be for the gents.~~

~~If space is limited, then please dress the single room by combining items from all rooms listed below.~~

Dressing Room available - To be announced

Dressing Room 1 (Jazz & Lisa):

- ~~1 case of small bottled flat water (half room temp, half chilled)~~
- ~~1 bottle premium quality white wine (Chardonnay)~~
- ~~1 bottle premium quality red wine (Shiraz)~~
- ~~1 six-pack pure blonde or low carb beer (chilled)~~
- ~~1 six-pack of Ginger Beer (chilled)~~
- ~~1 six-pack Sugar Free Red Bull (chilled)~~
- ~~1 six-pack Coca Cola (chilled)~~
- ~~4 small bottles of sparkling mineral water (chilled)~~
- ~~1 pack each tea bags, peppermint & green tea flavors (small twinings packs)~~
- ~~1 fresh lemon~~
- ~~1 fruit & cheese platter, cheddars, camembert, vintage (no smoked cheeses)~~
- ~~1 pack good quality water crackers~~
- ~~Crimson Seedless Grapes~~
- ~~1 snack pack of Nutella~~
- ~~1 pack trail mix (nuts, fruit, seeds)~~
- ~~1 pack of Smiths Salt & Vinegar chips (plain, not ridged style)~~
- ~~1 pack unsalted almonds~~
- ~~4 lady finger bananas~~

Call to advance

Clean ice for drinks

Hot water (kettle/warming plate/etc)

Wine glasses, plastic cups, cutlery (forks/spoons/knives), tea cups, honey

Napkins, plates, plastic ware

6 Large Bath Towels

Lined waste bin

Please restock ice, cups, plates, etc. throughout the night

Dressing Room 2 (the band):

- ~~1 case of small bottled flat water (half room temp, half chilled)~~
- ~~6 bottles of Gatorade (yellow, orange, red)~~
- ~~1 pack Oreo Cookies~~
- ~~2 packs salt & vinegar chips (Smiths)~~
- ~~1 small Vegetable platter with Tzatziki Dip~~
- ~~1 small fruit, cheese and crackers platter plus 4 apples~~
- ~~2 fresh lemons~~
- ~~1 bottle premium quality white wine~~
- ~~1 bottle premium quality red wine~~
- ~~1 small bottle vodka~~
- ~~2 six-packs Coca Cola (chilled)~~
- ~~1 case of beer (please supply list of options)~~

*See University
Addendum #17*

Clean ice for drinks

2 dozen large plastic cups

Napkins, plates, plastic ware

6 Large Bath Towels

Lined waste bin

Please restock ice, cups, plates, etc. throughout the night

NO

~~Production Office / Crew Room (door which can be locked):
Phone & Internet connection~~

Shared Production Office
will advance.

- Hot water and tea bags (Tetley or Lipton black tea)
- 1 case of small bottled flat water (half room temp, half chilled)
- 2 six-packs of Coca Cola
- 2 six-packs of Snapple or Arizona Lemon Flavored Iced Tea
- 1 fresh fruit basket for four (4) people, including seedless grapes, apples, bananas
- 1 large bag of Rold Gold Honey Wheat Braided Twists Pretzels (or similar)
- 1 large bag of Doritos Nacho Cheese Tortilla Chips

- Clean ice for drinks
- 1 dozen large plastic cups
- Napkins, plates, plastic ware
- 6 Large Bath Towels
- Lined waste bin

- 1 bottle Advil
- 1 pack Black Sharpies
- ~~1 roll Airborne effervescent health tablets (orange)~~

Addendum:

- Please note It is very important that we have a good dressing room temperature.
- Please provide heaters and/or air conditioners to adjust room temps.
- Please provide comfortable furniture to sit 10 in each dressing room.
- Please provide 2 full length mirrors and 1 clothing rack in each dressing room.
- ~~Please provide clean bathrooms with refill paper, hand towels & hand soaps~~

Contact:
Joseph Miselis
Tour Manager
201-543-3703
jm@splindoctors.com

WD

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.)

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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.

WD

UNIVERSITY OF ARIZONA
CONCERT RIDER ADDENDUM
04.01.09

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. The Veronicas Music, LLC 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

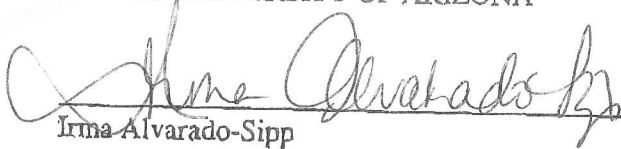
Upon signing of this agreement and prior to the event, The Veronicas Music, LLC will furnish certification of such coverage, which names the Arizona Board of Regents on behalf of the University of Arizona and the State of Arizona as additional insured

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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.

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ARIZONA BOARD OF REGENTS ON BEHALF
OF THE UNIVERSITY OF ARIZONA



Irma Alvarado-Sipp
Contracts Administrator

Date: 4/23/09

ACCEPTED:



Producer

Date: 4/4/09

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