

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

435



SUBMITTAL DATE:
February 2, 2011

FROM: Economic Development Agency

SUBJECT: Entertainment for the Riverside County Fair & National Date Festival

RECOMMENDED MOTION: That the Board of Supervisors authorize the Assistant County Executive Officer/EDA to approve and execute an agreement with the band 3 EB Touring, Inc., f/s/o Third Eye Blind to perform at the Riverside County Fair & National Date Festival in the amount of \$100,000 on a sole-source basis.

BACKGROUND: On February 9, 2010, the Board of Supervisors approved Item 3.22 giving the Assistant County Executive Officer/EDA the authority to enter into sole-source entertainment and exhibition contracts for an amount not-to-exceed \$75,000 within the entertainment and exhibit budgets approved by the Board annually. In the subsequent years, the cost of entertainment has risen dramatically due to increased competition.

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 100,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Fair Budget

Positions To Be Deleted Per A-30
Requires 4/5 Vote

C.E.O. RECOMMENDATION: APPROVE

Jennifer L. Sargent
BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 8, 2011
xc: EDA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

3.19

Prev. Agn. Ref.: 3.22 of 2/9/10

District: 4

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 1/27/11
 DATE: 1-27-11
 Departmental Conc: SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: ANITA C. WILLIS

Policy Policy
 Dept Recomm.: Consent
 Per Exec. Ofc.: Consent

BACKGROUND: (Continued)

Approximately 310,000 people attend the Fair annually for a diversity of entertainment. Staff proposes 3 EB Touring, Inc., f/s/o Third Eye Blind as a major headliner that will draw a very large audience to the Fair. This concert is within the established 2011 Fair budget previously approved by the Board. The entertainment at the Fair is specialized; therefore, sole-sourcing is required.

Attachment: Services Contract: S2011-47

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL
SERVICES AGREEMENT**

This Agreement is made and entered into the 8th day of Feb, 2010 by and between the County of Riverside ("COUNTY") and **3 EB Touring, Inc. f/s/o THIRD EYE BLIND (94-3266871)** ("CONTRACTOR"). The parties agree as follows: **Contractor agrees to provide Major Entertainment at the 2011 Riverside County Fair & National Date Festival on February 19, 2011.**

1. Documents Made Part of This Agreement: This Agreement is comprised of the following documents: This Agreement and Exhibit A, Third Eye Blind Contract & Production Rider, and the CAA issued contract.

2. Services To Be Provided:

A. CONTRACTOR shall provide all services related to provision of entertainment and/or exhibition at the Fair and National Date Festival [hereinafter referred to as "Fair"] as more fully defined in Exhibit A, attached hereto and incorporated herein, and fulfill all other requirements as specified in this Agreement. CONTRACTOR has the expertise, special skills, knowledge and experience to fully perform these services and requirements in a professional manner.

B. The time for provision of services by CONTRACTOR shall be; **Show time: Saturday, February 19, 2011 at approximately 8:00 p.m., one 75-90 minute show.** CONTRACTOR shall commence performance of services upon notification from COUNTY, and shall perform such services throughout the term of this Agreement in a professional manner.

C. Provision of additional services beyond those stated in this Agreement shall require a written amendment to this Agreement signed by authorized representatives of both parties.

3. Compensation: COUNTY shall pay CONTRACTOR for all services performed the maximum amount of **\$100,000.00**. Full payment and financial obligation on the part of COUNTY, including the full amount stated herein plus amendments thereto, shall be paid in lump sum by County Warrant at the conclusion of show.

4. County Representative: The following COUNTY representative shall be the contact for CONTRACTOR with regard to the services to be provided pursuant to this Agreement:

Name: **Daryl Shippy**

Title: **Fair Manager**

5. Compliance with Laws; Licensing: CONTRACTOR shall comply with all applicable laws, rules and regulations related to performance of this Agreement, including but not limited to all applicable fair employment, civil rights, access, health and safety laws,

rules and regulations. CONTRACTOR represents and warrants that it has all licenses, permits and qualifications as are legally or professionally required to perform the services stated in this Agreement. CONTRACTOR shall comply with all applicable COUNTY policies, procedures, rules and regulations.

6. Termination:

A. Either party may terminate this Agreement immediately when any of the following occurs (1) the party is unwilling or unable for any reason to properly perform; or (2) CONTRACTOR has breached a material provision of this Agreement. The materiality of any provision shall be determined at the sole discretion of the terminating party.

B. After receipt of a notice of termination from terminating party, non terminating party shall:

(1) stop all work under this Agreement on the date specified in the notice of termination; and (2) deliver to terminating party any equipment, materials, data, reports or other work which, if the Agreement had been continued, would have been required to be furnished to terminating party by non-terminating party. Following termination, terminating party shall make payment to non-terminating for all services which have been properly rendered up to the date of termination. No other payments shall be due to non-terminating party upon termination. .

C. This section shall not limit any other legal rights the COUNTY may have against CONTRACTOR.

7. Independent Contractor:

A. CONTRACTOR is acting as an independent contractor, and no relationship of employer-employee exists between CONTRACTOR (including its employees, agents or representatives) and COUNTY. CONTRACTOR assumes full and exclusive responsibility for its sole and direct acts and the sole and direct acts of its employees, agents and subcontractors related to this Agreement. CONTRACTOR (including its employees, agents or representatives) shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to workers' compensation, retirement, leave or other similar benefits. CONTRACTOR assumes full responsibility for applicable payments of all federal, State and local taxes or other contributions imposed or required under social security, workers' compensation, income tax, disability, unemployment, retirement or similar laws or regulations, related to CONTRACTOR, its employees, agents or representatives. CONTRACTOR shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon a contention by any person or entity that an employer-employee relationship exists by reason of this Agreement, including but not limited to any federal, State or other payments which COUNTY may be required to make related to such a claim.

B. CONTRACTOR and its agents, servants, employees, subcontractors or other representatives shall not act and shall not in any manner be construed to be agents, officers, or employees of COUNTY; shall not in any manner incur or have the power to incur any debt, obligation or liability against or on behalf of COUNTY; and shall in no way represent themselves to be officers, employees or agents of COUNTY. COUNTY shall not in any way be liable for any debts, acts, obligations or other liabilities or actions of CONTRACTOR, its agents, servants, employees, subcontractors or other representatives.

8. Insurance:

A. Prior to the start of performance, or at an earlier date as may be requested by COUNTY, CONTRACTOR shall provide to COUNTY original insurance certificates which evidence the following coverages from companies licensed to issue such insurance in the State of California:

(a) Workers' compensation insurance as required by the laws of the State of California;

(b) Commercial general liability insurance, on an occurrence basis, with limits not less than \$1,000,000 combined single limit per occurrence (for injury, death, property damage or other occurrence);

(c) For contracts involving use of vehicles (automobiles, trucks or other vehicles), commercial automobile liability insurance, on an occurrence basis, with limits of not less than \$1,000,000 combined single limit per occurrence (for injury, death, property damage or other occurrence); and

(d) Any other insurance required by law or the State of California for this type of activity or event.

B. The insurance certificates must also include the dates of inception and expiration of the insurance;

9. Indemnification: CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives solely and directly arising out of the performance, including but not limited to property damage, bodily injury, or death arising from the gross negligence of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged grossly negligent acts.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel

of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AGENCY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

10. Governing Law; Jurisdiction: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside County, California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

11. Confidentiality: CONTRACTOR and COUNTY shall maintain the confidentiality of all information and records to the extent allowed by law. CONTRACTOR understands that should COUNTY receive a request under the Public Records Act to divulge information relating to this agreement, COUNTY will not be inhibited from complying based on any provision contained in this agreement.

12. Miscellaneous: A. CONTRACTOR shall not subcontract with any third party for furnishing any of the services described in this Agreement without the prior written approval of COUNTY.

B. Neither party shall assign any interest in or part of this Agreement without the prior written consent of the other party. Any attempt to assign or delegate any interest herein without said consent shall be deemed void and of no force or effect.

C. CONTRACTOR shall ensure that there shall be no discrimination against or segregation of any person, or group of persons, on account of disability, sex, marital status, race, religion, color, creed, national origin, or ancestry in performing the services specified in this Agreement.

D. Any waiver by COUNTY of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent breach of the same or of any other term hereof. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner

changing the terms of this Agreement or estopping COUNTY from enforcement of such terms.

E. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement will continue in full force without being impaired or invalidated in any way.

F. This agreement is intended by the parties as the final, complete and exclusive statement of their understanding with respect to the subject matter of this Agreement, and supersedes any and all prior or contemporaneous oral or written understandings or statements. This Agreement may be changed or modified only pursuant to a written document signed by the authorized representatives of both parties.

G. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid.

3 EB Touring, Inc. f/s/o THIRD EYE BLIND (94-3266871) ("CONTRACTOR")

By:  Dated: 1/19/11
Name and title: **3 EB Touring, Inc. f/s/o THIRD EYE BLIND (94-3266871)**
Creative Artists Agency
3310 West End Avenue, Suite 500
Nashville, TN 37203
Phone: 615-383-8787

COUNTY OF RIVERSIDE

By:  Dated: _____
Name and title: **Robert Field**
Assistant County Executive Officer/EDA

FORM APPROVED COUNTY COUNSEL
BY:  1-27-11
ANITA C. WILLIS DATE

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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



CREATIVE ARTISTS AGENCY
3310 West End Avenue, Suite 500
Nashville, TN 37203
615-383-8787/615-383-4937 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 10th day of Nov, 2010

1. Name and Address of Place of Engagement: Riverside County Fair - Indio, CA 82-503 Hwy 111
 Name of Band or Group: THIRD EYE BLIND - JEB Touring, Inc. t/s/o THIRD EYE BLIND (94-3266871)
 Number of Musicians: Four (4)
 2. Date(s), Showtime: Sat, 19th of February, 2011 @ 08:00 PM
 3. Type of Engagement (specify where dance, stage show, banquet, etc): Free Concert
 4. Additional Information:
 Billing: Artist to receive 100% Equal Festival billing and close show
 Performance Length: Artist to perform one complete set. Purchaser requests Artist to perform one 75-90 minute set at approximately 8PM.
 Sound and Lights: Purchaser to provide and pay for first class sound & lights, per Artist specifications
 Support Talent: Artist to perform "An Evening With"
 Additional Provisions: *No radio presents allowed without the prior approval of Management All advertising and promotion subject to approval by Lucy Kozak at CAA 424-288-2000 lkozak@caa.com

- *EVENT WILL ADVERTISE IN THE LA TIMES AND ON LA RADIO STARTING THREE WEEKS PRIOR TO SHOW.
- *In the event of inclement weather, Artist shall have the sole right to determine if weather conditions render any performance impossible, hazardous, or unsafe. In such event, Purchaser shall remain liable for payment of the full guaranteed contract amount even if said performance is prevented by such weather conditions.
- *For the avoidance of doubt, this offer and/or agreement is in connection with an event that may include a radio broadcast. As such, Producer and/or Artist acknowledge that if they are aware of such possibility and agree that any acceptance of the offer or terms of the agreement includes acceptance of a radio component in connection with the event. 7/19 JC
- *RADIUS 100 miles, 60 days prior to and 30 days following
- *Purchaser to provide local ground transportation to/from the following airports ONLY. Palm Springs and Ontario (NO LAX) and to/from hotel and venue
- *Purchaser does not provide or pay for travel or lodging
- *Purchaser to provide backline equipment if necessary
- *Purchaser requests No Cancellation

Merchandise: 80/20 (90/10) CDs, DVDs, and Books
 Who Sells: Artist sells

5. COMPENSATION AGREED UPON (Amount and Terms):
\$100,000.00 guarantee + backline equipment if necessary + local ground transportation to/from Palm Springs or Ontario Airports only and to/from hotel and venue

TICKET SCALING:	Show Type	Free Concert
FREE	7,000 @	\$ 0.00
Total Capacity:	7,000	Gross Potential: \$ 0.00
Total Tax%	.00%	Tax/Deductions: (\$ 0.00) Net Potential: \$ 0.00

Notes:
 Show FREE with gate admission Youth (5-12) \$6, Adult \$8, Senior (55+) \$7, Season Pass \$30

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. Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. CONTRACTS MUST BE RETURNED WITHIN 30 DAYS OF RECEIPT. BALANCE of Guarantee, Plus Percentage Payments, if any, and Sound and lights Payments, if any, to be paid in United States Currency by PURCHASER to ARTIST no later than Prior to Performance, evening of engagement

- 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

(continued on next page) JC DS
Local Union
Local crew

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	
Abc Millett	6	
Kryz Reid	6	

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

Daryl Shippy - Riverside County Fair - Indio, CA
 PRINT PURCHASER'S FULL AND CORRECT NAME
 (IF PURCHASER IS CORP., FULL AND CORRECT CORP. NAME)
 X Daryl Shippy
 SIGNATURE OF PURCHASER (OR AGENT THEREOF)
 Riverside County Fair - Indio, CA
 Daryl Shippy
 46-350 Arabia Street
 STREET ADDRESS
 Indio CA 92201
 CITY STATE ZIP CODE
 760-863-8247
 Business Phone

SIGNATORY MUSICIAN HOME LOCAL UNION NO
 X [Signature]
 SIGNATURE OF SIGNATORY MUSICIAN
 3053 Fillmore St #115
 MUSICIAN'S HOME ADDRESS
 San Francisco CA 94122
 CITY STATE ZIP CODE
 Rod Essig 360466
 Booking Agent Agreement No.

Mail To: Judy Cuning, Creative Event Management; 33383 Wildwood Springs Lane, North Fork, CA 93643
 Business phone: 559-877-8618,

(2) Jc 08

CURRENT as of 08/01/2010
Third Eye Blind ** 3EB

BUSINESS MANAGEMENT:

ZEISLER & ZEISLER & RAWSON
BUSINESS MANAGER: DAVID RAWSON
CTC: DARLENE JOHNSON
901 A STREET, SUITE C
SAN RAFAEL, CA 94901
PH 415-451-1703 / FX 415-451-1907

Dave@zrllp.com
Darlene@zrllp.com
Barry@zrllp.com

BOOKING AGENCY:

CREATIVE ARTIST AGENCY
2000 AVENUE OF THE STARS
LOS ANGELES, CA 90067
CTC: BRIAN GREENBAUM
PH 424-288-2000 x2707 / FX 424-288-3762

bgreenbaum@caa.com
bgreenbaumasst@caa.com

TOUR/PRODUCTION MANAGEMENT:

KM ENTERTAINMENT
9139 OVIEDO STREET
SAN DIEGO, CA 92129
CTC: KYLE MACKINNON
PH 858-229-6276 / FX 858-408-2470

kyle.mackinnon@gmail.com



CURRENT as of 08/01/2010
Third Eye Blind ** 3EB

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 rockin' show! Here's to having breakfast ready and the phones in place first thing in the morning! We really look forward to bring this tour to your city...

Thanks.

PLEASE DO NOT AMEND ANY ITEMS WITHOUT THE EXPRESS WRITTEN AUTHORIZATION FROM THE PRODUCER

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

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

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 production, specifically power, floor access, parking, dressing rooms and offices.



CURRENT as of 08/01/2010
Third Eye Blind ** 3EB

3. PROMOTER REPRESENTATION

A representative of PURCHASER with the power to make decisions must be on site for all working hours, beginning with the show load-in, through the show load-out.

4. RUNNER

One (1) runner with a valid driver's license, working knowledge of the area and most importantly 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.

5. PRODUCTION OFFICES AND HIGH SPEED INTERNET:

One (1) office for ARTIST Production use only. This office should have access to high speed Internet with no firewall. We don't ask for a million phone and fax lines, so we ask that the Internet is up and ready when we get there; it's imperative for us to complete our jobs. Please provide the SMTP server. It should also have two (2) 6' banquet tables, four (4) rolling office chairs, clean trash receptacles, and proper heating/air conditioning. The office must be clean and ready to 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.

*JC please
line
provided*

?

6. GROUND TRANSPORTATION:

A. In the event the ARTIST'S party (Band & Crew) is arriving by air we will need the following: PURCHASER shall provide two (2) 15-passanger vans, please have 2 seats removed from the crew van and one from the Band van.

B. Artist Entourage (1) SUV for the ARTIST entourage.

C. All transport to/from the airport, venue, and hotels.

7. DRESSING ROOMS:

Dressing rooms must be available for entry from 8AM the morning of the show. All rooms must be clean and lockable with appropriate heating/air conditioning available. We will require the following two (2) 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.

[Handwritten signature]

Jc

CURRENT as of 08/01/2010
Third Eye Blind ** 3EB

A. One (1) THIRD EYE BLIND DRESSING ROOM

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

One (1) 6' banquet table covered with 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~~ n/a JC

One (1) Rolling wardrobe rack

Please see separate list for dressing room catering requirements

B. One (1) THIRD EYE BLIND CREW ROOM

This room should comfortably hold 8 people. It also must contain one clean & private bathroom/sink/shower.

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

One (1) Sofa

Two (2) Easy chair

One (1) Coffee table

Please see separate list for dressing room catering requirements

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.

9. LOCAL CREW CALLS:

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

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

 _____

Jc

CURRENT as of 08/01/2010
Third Eye Blind ** 3EB

SHOW CALL – 30 MINUTES BEFORE SHOW

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

PRODUCTION OUT CALL

- (1) CREW BOSS
- (1) FORKLIFT W/OPERATOR (if needed)
- (8) STAGEHANDS
- (1) ELECTRICIAN

10. STAGE/CROWD CONTROL BARRICAD:

Touring stage: Must be a framed deck type clear and smooth, unobstructed, sturdy uncarpeted.

Stage: 40'W x 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 are: Minimum 40' W x 24'D

Tech Area's SL & SR 8'x8' no further then 6's from DSE

Monitor Tech Area 12'x12' no further then 6' from DSE

Must have access to area 3 hours prior to performance

Tech areas cannot be shared

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

Run of the Barricade will be Police Bike Rack 8 10' sections

48' of Mojo Barricade will be needed for the FOH 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.



CURRENT as of 08/01/2010
Third Eye Blind ** 3EB

11. SOUND REQUIREMENTS:

PURCHASER must provide a 4-way sound system capable of producing 110db (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 (V-Dosc, Clair I5, Milo, Funktion, **NO QSC!!!**). The system must include all ancillary Rigging, Cabling, Power distribution and Amplification for these speakers. (NO PROPRIATARY SPEAKERS, no exceptions)

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, sober and English speaking 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 on a matrix.

FOH CONSOLE:

Digital Console: Digidesign Profile. NO Analog Consoles: NO OTHER CONSOLES ARE ACCEPTALBE UNLESS AGREED TO IN ADVANCE.

MONITORS AND STAGE AUDIO EQUIPMENT:

Console: Yamaha PM5D-RH v2.2

Wedges: 3 pair located SR, DS center & SR w/1X 12" 800 watt speaker w/2" horn

Drum Sub: 1x18" (no top box needed)

IEM: (8) Sennheiser ew300 w/G2 belt-pack

STANDS:

Please ensure at least ten (10) tall boom and ten (10) short booms of high quality and condition. Round based is not acceptable. We will also require two (2) Z-Bars and five (5) claw mounts.

STAGE CABLING REQUIREMENTS:

We will require enough working XLR cables to cover our needs; we will also require (3) 14 channel sub-snakes. The splitter should be set SL in monitor world with easy access.



CURRENT as of 08/01/2010
Third Eye Blind ** 3EB

(5) Quad boxes (1-off SR, 1-SR, 1-drum riser, 1-SL, 1-monitor world)

MICS:

We are carrying most of our own microphones. We will however need:

2 x Shure SM57

4 x Shure SM81

2 x Audix OM7

8 x BSS DI Boxes

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

12. LIGHTING REQUIREMENTS

PURCHASER must provide a basic, safe and functioning light 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 narrow w 2 - 10k washes x79, L181

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' Text 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.

Riverside County Main Stage Production List:

Stage:

- 48'x32'x5' load bearing top with masking
- 2- 12'x16' Sound Wings
- 2- 8'x8'x2' risers
- 3- Sets of stairs with handrail
- 48' of barricade

Lighting:

- 02 truss system (120 fixtures)
 - 01 Lighting console
 - 08 Mac 2000 profile
 - 04 Long Throw spotlights
 - 02 Lighting technicians
- all dimming, cable, control, and color media needed

LED:

- 02 11'x15' outdoor rated LED wall
- 03 camera shoot
- 02 technicians

*LB Lights West
Leo Burke
209-333-0996*

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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 three phase lights

14. MIX POSITION

The mixer position placements will be dealt with in advance as to where the position 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. Two (2) Busses equipped with pull-outs. (On some dates TBC)
- C. Three (3) 15 passenger vans & one (1) SUV. (On some dates TBC)

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.**

16. RADIOS

The ARTIST is carrying their own radios. One of these radios will be issued to the PURCHASER Rep. for use throughout the engagement, and then returned. Radio will also be issued to other PURCHASER staff as the production manager sees fit.

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Load-in:

- A. Security Personnel at load-in area outside or near dock
- B. 2 Security Personnel inside catering and stage area
- C. 2 Security Personnel outside of ARTIST dressing rooms.

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) men for follow spot locations – if they are places 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 up arrival with ARTIST'S Production Manager.

In addition we will also need:

Eight (8) persons for front of stage. All must face the audience at all times. *Purchaser to provide adequate security*
One (1) person on either side of the stage, controlling access points. *J.C.*

Immediately after the performance, no one other than production/tour personnel 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

Sound checks are normally 4:30pm – 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.

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23. PASSES

Reverse County Fair passes for all Fair staff (10 day Fair) JC
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.

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

For Festival of Radio Show's the producer will provide Artist's Production Manager with 35 ALL ACCESS PASSES & up to 40 guest passes.

Restrictions will be put in place for Artist & Band dressing 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 land 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 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 engagement, PURCHASER is to explain to local crew that formal meals are for the ARTIST's crew exclusively except when deemed necessary that local crew must eat on premises. PURCHASER will provide meal tickets

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for the lunch and dinner meals. No meal is authorized for payment without a meal ticket issued by the Producer's Production Manager.

PLEASE NOTE:

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

NO STYROFOAM

No plastic plates or 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.

Crew and Band Meals:

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

ALL DAY BEVERAGE SERVICE AND SNACKS MUST BE SET ½ 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.

A. ALL DAY BEVERAGE SNACK SERVICE

Fresh WHOLE Fruit (apples, oranges, and bananas)

Local fresh fruit please (strawberries, peaches, grapes, etc)

Assorted Candy (chocolate, fruity candy)

Water service

Whole Milk, Skim Milk, 2% Milk, Soy Milk

Juices: Orange & Apple

Soft Drinks: Coke, Diet Coke & assorted sodas

Assorted Gatorade and Snapple

Coffee, Tea with Sugar, Equal, Lemon, Honey, Half and Half

Salt, Pepper, Butter, Margarine

Tabasco Sauce, Ketchup, Mustard and two (2) types of hot sauce

One (1) High Quality Blender

One (1) High Quality 4 slice toaster or toaster oven

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A hot breakfast is to be supplied to the ARTIST's road crew at the time of load in and shall remain available until instructed by ARTIST's production manager. There are twelve touring crew members to be supplied with this meal.

B. HOT BREAKFAST TO INCLUDE:

Two (2) Dozen RAW eggs
Pancakes or French Toast
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, etc)
One (1) Dozen Bagels (FRESH-variety please)
One (1) Medium container regular cream cheese
Assorted Spreads
Fresh WHOLE Fruit
Selection of Cold Cereal's

JC Buyout option of \$30/head if approve by ARTIST's Tour Manager

C. LUNCH

A hot lunch is to be provided to the ARTIST'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 and Dinner menu need to be advanced with ARTIST'S Production Manager prior to show. Meat, chicken or fish and vegetarian entrée will be included in the menus for both meals. All meals will include a green salad, and dessert.

JC Buyout option of \$30/head if approve by ARTIST's Tour Manager

D. DINNER

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

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F. STAGE DRINKS/TOWELS

Twenty Four bottles of Fiji Water
2 Dozen Bath Towels and 1 Dozen Hand Towels (prewashed, dark)

G. AFTER SHOW CATERING

JL We will require additional food for after the show. Fare such as *Pizza* Chinese, Japanese, or Italian. Please make an available assortment of take out and/or delivery menu's from local restaurants. One meal is for 6 people and one meal is for 8 people and will be discussed day of show with the ARTIST'S 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 load in & load out.

28. ABUSE OF AUTHORITY

Riverside County Fair
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.

JL **29. HOTEL ROOMS**

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 Hotel subject to ARTIST'S MANAGEMENT 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 an 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.

30. FORCE MAJEURE

performance determined by purchaser/museum JC

ARTIST'S obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond the ARTIST'S control. Provided ARTIST is ready willing and able to perform, PURCHASER agrees to compensate ARTIST in accordance with the terms hereof regardless of Act of God, fire, accident, riot, strike or any event or events of any kind or character whatsoever, whether similar or dissimilar to the foregoing events would prevent or interfere with the presentation of the show hereunder. Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and PURCHASER shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. ARTIST shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

31. INSURANCE REQUIREMENT

PURCHASER shall, at its sole cost and expense, carry and maintain (i) its own general comprehensive public liability and product liability insurance against any claim, whenever made, whether or not any such claim is groundless, false or fraudulent, and (ii) workers' compensation/employer's liability insurance covering all of PURCHASER'S employees in connection with the Performance. Such general liability insurance shall have a limit of

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not less than \$5,000,000 and such worker's compensation employer's liability insurance shall have a limit of not less than \$1,000,000 with respect to any one (1) accident occurrence or claim, including bodily injury, personal injury, property damage and advertising injury. Each insurance policy providing all or any portion of the protection specified in clause (i) of this paragraph 19(a) shall name as "Additional Insured's" ARTIST, ARTIST'S Company (collectively, the "Additional Insured") and shall fully and expressly protect and indemnify the Additional Insured from and against any claim.

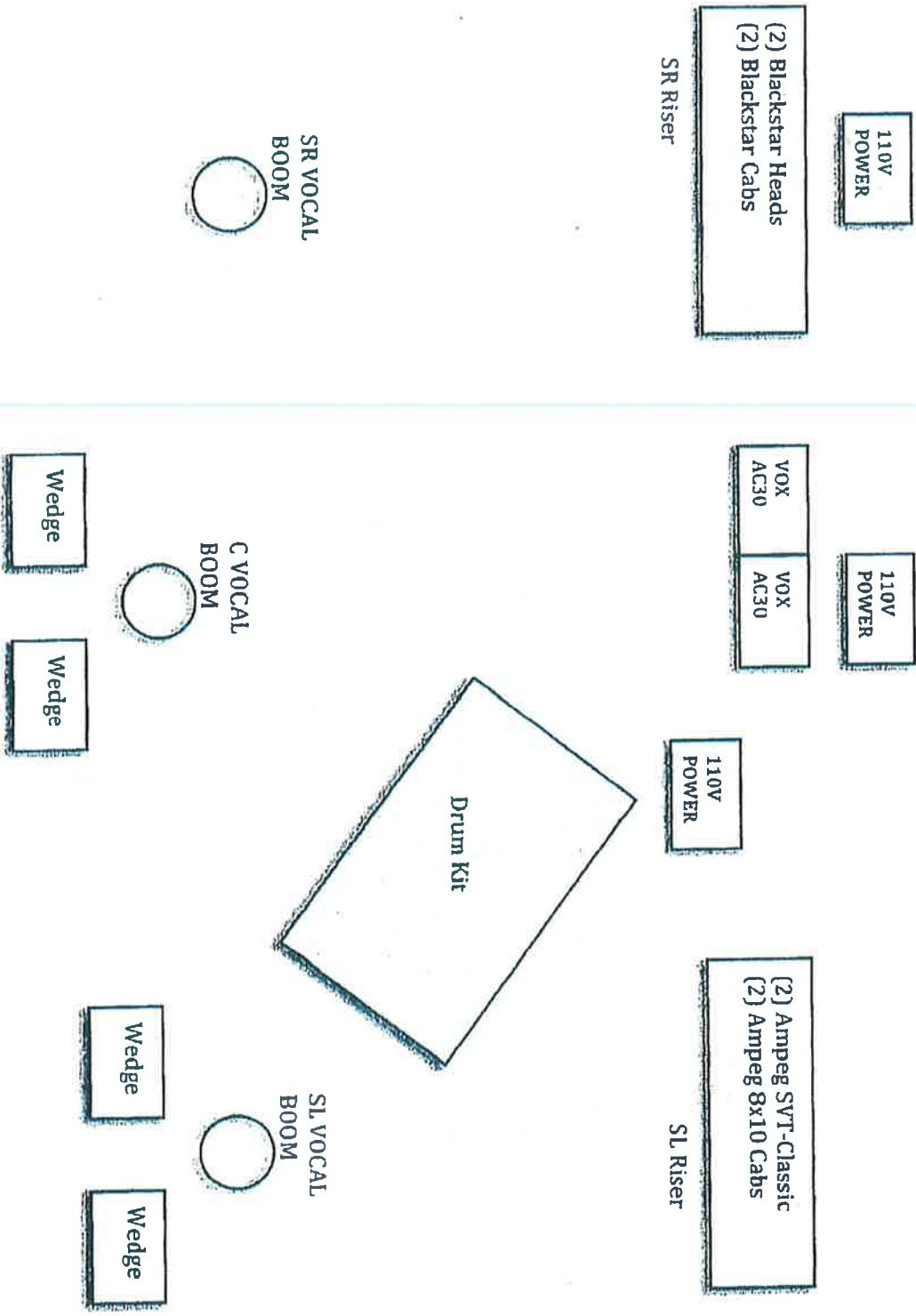
32. LIABILITY

PURCHASER shall hold ARTIST harmless for any and all damages arising out of any damage of property owned, rented or leased by PURCHASER, or any personal injury to any person other than ARTIST, or ARTIST'S personnel, not arising out of the negligence of ARTIST, including attorneys fees, court cost, etc. Purchaser shall have a valid comprehensive general liability insurance policy in place for his activities as PURCHASER.

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THIRD EYE BLIND STAGE PLOT



thirdeyblind

Channel	Instrument	Mic	Mfr.	Location
1	Kick In	Beta 91	Shure	Drum Riser
2	Kick Out	PR40	Heil	Drum Riser
3	Snare Top	PR20	Heil	Drum Riser
4	Snare Btm	SM57	Shure	Drum Riser
5	Snare Side	PR20	Heil	Drum Riser
6	Hats	PR20	Heil	Drum Riser
7	Rack	PR25	Heil	Drum Riser
8	Floor	PR30	Heil	Drum Riser
9	Ride	SM 81	Shure	Drum Riser
10	OH L	SM 81	Shure	Drum Riser
11	OH R	SM 81	Shure	Drum Riser
12	Percussion	SM 81	Shure	Drum Riser
13	Kit Samples	DI	Radial	Drum Riser
14	Kit Samples	DI	Radial	Drum Riser
15	Bass Dry DI	DI	Radial	SL Pedals
16	Bass Dry Mic	PR40	Heil	Stg Left
17	Bass FX DI	DI	Radial	SL Pedals
18	Bass FX Mic	PR40	Heil	Stg Left
19	GTR SR L	PR30	Heil	Stg Right
20	GTR SR R	PR30	Heil	Stg Right
21	GTR C L	PR30	Heil	Stg Right
22	GTR C R	PR30	Heil	Stg Right
23	Acoustic	DI	Countryman	Stg Left
24	Sampler	DI	Radial	FOH
25	Piano L	DI	Radial	Stg Left
26	Piano R	DI	Radial	Stg Left
27	C Vox	Wireless		Monitors
28	SP Vox	Wireless		Monitors
29	SR Vox	PR20	Heil	Stg Right
30	SL Vox	PR20	Heil	Stg Left
31	Piano Vox	OM7	Audix	Stg Left
32	CD L			FOH
33	CD R			FOH

Third Eye Blind

Backline Rental Requirements

Third Eye Blind is:
 Stephan Jenkins-Vocals/Guitar
 Brad Hargreaves-Drums
 Abe Millet-Bass
 Kryz Reid-Guitar

<u>Qty.</u>	<u>Drums</u>
1(one)	18x22 Bass Drum
1(one)	12" Rack tom
1(one)	16" Floor Tom
1(one)	14" Wood Snare
1(one)	Set 14" Zildjian Quickbeats hi-hats
1(one)	20" Zildjian K Ride
1(one)	19" Zildjian A Crash Cymbals
1(one)	18" Zildjian A Crash Cymbals
1(one double)	DW5000 Double Bass Drum Pedal
3(three)	DW Cymbal Stands
1(one)	DW Snare Stand
1(one)	DW Hi-Hat Stand
1(one)	High Power Fan
	*Brad plays Shine drums. If Shine is unavailable, he will use DW drums.
	*Brad plays Zildjian cymbals/Ambassador Heads
	<u>Guitars</u>
2(two)	VOX AC30 Handwired 2x12" Combo Amps
2(two)	Blackstar Series One 100 Amps
2(two)	Blackstar Series One 412 Angled Cabs
2(two)	Blackstar Series One 412 Straight Cabs
4(four)	4' Speaker Cable
2(two)	Gibson 335 Guitars
2(two)	Taylor Acoustic Guitars
2(two)	Gibson Les Paul Customs
	*If Customs are not available, Traditionals will be fine.
	*If Blackstar amps are unavailable please call Kyle at +1(858)229-6276 to discuss other options.
	<u>Bass</u>
2(two)	Ampeg SVT-Classic Head
2(two)	Ampeg 8x10 Speaker Cabinet
2(two)	4' Speaker Cable
1(one)	Fender Jazz Bass

Keyboards

1(one)	Single X Keyboard Stand
1(one)	Roland RD Serieese 88 Key Piano
1(one)	Sustain Pedal

6/12/2020-2021
C. Brown
192 Brown