

**PERFORMANCE AGREEMENT
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, SAN DIEGO**

THIS AGREEMENT is made on April 18, 2022 between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation (hereinafter called "University") and

Iann Dior (hereinafter called "Artist") or through

~~**Noah Friedlander (hereinafter called "Artist's Designated Representative")**~~

In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed as follows:

1. **PERFORMANCE:** Artist agrees to present a performance at the University of California, San Diego campus as follows:
 Performance Type: **Music**
 Date: **April 30, 2022**
 Time: **4:55 PM to 5:45 PM**
 Venue: **RIMAC Field**
 Description of Performance Services: **50-minute musical performance**
 Additional Activities:

2. **COMPENSATION:** For the performance and activities specified above, the University shall pay to the Artist as full compensation (less applicable state and federal taxes) by University check the sum of:
Eighty-five Thousand And 00/100 U.S. Dollars (\$85000)

All payments for the above performance and activities shall be made payable and deliverable to:

**Dior Gang Touring, LLC
 10250 Constellation Blvd, Ste 100
 Century City, CA 90067**

3. **NOTICES.** All notices to be addressed by the University to the Artist in connection with this Agreement shall be given in writing to the Artist or the Agent at:
**Dior Gang Touring, LLC
 10250 Constellation Blvd, Ste 100
 Century City, CA 90067
 Phone: [REDACTED]**

All notices to be addressed by the Artist or the Agent to the University in connection with sections 4, 10, 11, 16-22 of this agreement shall be given in writing to:

Minh Anthony Tran, Director, University Events Office,
 9500 Gilman Drive, Mail Code 0077
 La Jolla, CA 92093-0077
 Phone: (858) 534-3080
 anthony@ucsd.edu.

4. **TAX WITHHOLDINGS.**

- A. California State Tax. It is mutually understood that University is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. As of January 1, 2008, the standard withholding amount for all payments is Seven Percent (7%). University will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to Artist or Artist's Designated Representative's California State Income Tax Account, settlement of which must be made by Artist or Artist's Designated Representative directly with the State of California through the Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of Artist or Artist's Designated Representative.
 - i. California Residents. California residents and corporate entities may request a reduction or elimination of withholding by submitting a completed California Form 590: Withholding Exemption Certificate directly to University with this signed agreement or up to thirty (30) days prior to the date of the performance(s). Receipt of this completed form releases University from its withholding obligation.
 - ii. Non-California Residents. As of January 1, 2008, the California State Franchise Tax Board will automatically withhold the standard 7% on California source payments to non-residents. The University check issued for this engagement will reflect non-resident withholding.

As the withholding agent, the University does not submit paperwork to reduce this fee. Non-California residents and corporate entities may apply for a reduced or eliminated withholding amount by completing and mailing the Form 589 directly to the California FTB with sufficient time for the FTB to make the determination and notify University. Form 589:

<http://www.ftb.ca.gov/forms/misc/589.pdf>

- B. Federal Tax Withholding for international artists. Under U.S. law, even if an artist or group is entitled to an exemption, University is entitled to withhold 30% of the gross payments and require the artist or group to file a tax return to obtain full reimbursement of the withheld amounts. Please see: <http://www.artistsfromabroad.org/taxes>
5. **REVOCABLE OFFER.** ~~Unless this agreement is signed by the Artist or his/her representative and received by the University at the Notice Address, Paragraph 3, on or before 2022-04-27, the University may withdraw the offer to enter into an agreement on these terms, in which case this Agreement shall be void.~~
6. **SERVICES TO BE PROVIDED BY THE UNIVERSITY.** The University agrees to furnish:
 - A. The venue, stated above, staffed for the performance described hereinabove and for the necessary set-ups (including lights and stage arrangements completed, to the extent possible to have done so, prior to Artist's arrival at the aforementioned auditorium), technical run-throughs and rehearsals. Total time in the hall shall be determined by mutual agreement between the University and the Artist and subject to University policies. If the Artist arrives more than 30 minutes late for mutually agreed upon time of crew, the Artist shall be liable for cost of idle crew.
 - B. A union or non-union crew adequate to handle customary and traditional back-of-house needs of the Artist. Should the Artist demand back-of-house services in excess of customary needs, as the University shall determine in its sole discretion, the University may either refuse compliance or, after due notice, charge the Artist for additional costs arising from compliance with the Artist's demands.
 - C. Such stage equipment, including lighting and sound system, as may be in the possession of the venue and readily available for use. Cost of additional stage equipment requirements of the Artist shall be charged to them no later than six (6) weeks following the performance.
 - D. Tickets, the sale of tickets and ticket takers.
 - E. Front-of-house staff, including ushers.
 - F. House programs.
 - G. Such advertising and other publicity as deemed necessary by the University.
 - H. Transportation and Accommodations:
7. **SERVICES TO BE PROVIDED BY THE ARTIST.** The Artist agrees to provide at the Artist's cost and expense such services, equipment, information and materials as are listed below:
 - A. All Transportation to and from the University for the Artist and all of the Artist's baggage and equipment, and all lodging, meals, salaries, and expenses for the Artist during Artist's engagement at the University, unless specified in paragraph 6.
 - B. Promotional and program material. University reserves the right to edit all promotional and program copy submitted by the Artist.
 - C. Technical requirements, light plot, patch sheet and crew calls as specified and mutually agreed and due no later than six (6) weeks prior to the first performance. Artist's light plot and patch sheet shall conform, within reasonable limits, to the venue specifications which the University has provided to Artist if needed. The University shall bill the Artist for the actual costs of the in-house preparation of light plots or patch sheet, if such preparation is necessary because the Artist has submitted light plots and patch sheet which substantially do not conform to the provided specifications.
 - D. Should the Artist fail to deliver the services, equipment, information, or materials hereinabove specified by the specified dates(s), the University shall notify the Artist or the Agent of such failure, either in writing or via fax. Unless delivery of the specified service, equipment, information, or materials is made within seven (7) calendar days following receipt of said notice (in the case of fax transmissions, the date of transmission shall be deemed to be the date of receipt, as confirmed by a journal printed by the University's fax machine), the University shall deduct from the compensation specified herein an amount equal to one percent (1%) of that compensation for each seven (7) days of delinquency commencing after the above-cited seven-day period.
8. **REPRODUCTION OF PERFORMANCE.** The University agrees to prevent, to the best of its ability, the photographing, filming, broadcasting, recording, or reproduction by radio, television, or any other device, of the performance defined hereinabove or of any portion or portions thereof, without written permission of the Artist. Conversely, written permission of the University shall be required for any photographing, filming, broadcasting, recording or reproduction by radio, television, or any other device of the performance defined hereinabove, or of any portion or portions thereof, by the Artist, the Artist's agent, or any other person. Location of recording equipment is to be mutually determined by the Artist and the University.
9. **AMPLIFIED SOUND LEVELS.** Amplified sound levels shall be monitored by the University and shall not continuously exceed 90 decibels with maximum peaks at 95 decibels as measured at the mixing station. Should this limit be exceeded, upon request by the University's monitoring technician, output either from the PA system of amplifiers shall be lowered to levels within this limit.

10. **INDEMNIFICATIONS.** The Artist shall assume all cost and liability arising from the use of patented, trademarked, franchised or copyright-protected material related to the Performance. The Artist shall assume all cost and liability for material which violates the right of privacy or right of publicity, or any other statutory or common law right of any person related to the Performance. The Artist assumes all cost and liability for defamation related to the Performance. The Artist agrees to defend, indemnify, and hold harmless the University, its officers, agents and employees, against all liability, loss, expense, damage, claims or cost, including attorneys' fees that arise from such matters relating to this Agreement, including claims of infringement of any intellectual property or personal rights.

Each party shall defend, ^{by a third party} indemnify and hold the other party, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or wrongful acts or omissions of indemnifying party, its officers, agents, or employees.

11. **INSURANCE.** Each party shall, at its sole cost, insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, and workers' compensation and such other insurance as may be necessary to provide coverage for its performance under this Agreement. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. The coverage required herein shall not in any way limit the liability of either party.

Artist, at its sole cost and expense, shall insure its activities in connection with the work under this Contract and obtain, keep in force, and maintain insurance as follows:

- A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence:	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Fire damage (any one fire)	\$ 100,000
Medical Expense (any one person)	\$ 5,000
General Aggregate	\$ 2,000,000

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Contract. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Contract.

- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$ 1,000,000) per occurrence. (REQUIRED ONLY IF ARTIST DRIVES ON UCSD PREMISES IN THE COURSE OF PERFORMING WORK FOR UCSD.)
- C. Professional Liability Insurance with a limit of two million dollars (\$ 2,000,000) per occurrence with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it shall continue for three years following termination of this Contract. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Contract.
- D. Workers' Compensation as required by California State law, plus one million (\$1,000,000) minimum employers liability limit. It is understood that the coverage and limits referred to under A., B., and C. above shall not in any way limit the liability of the Artist. The Artist shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Contract no later than forty-eight (48) hours prior to date of the Performance. Such certificates shall:
- Provide for thirty (30)-days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverages.
 - Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A. and B. This provision shall only apply in proportion to and to the extent of the negligent acts or omissions of Artist, its officers, agents, or employees.
 - Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University. The Certificate of Insurance needs to also provide a separate endorsement naming The agents of the University of California as an additional insured.

12. **EXCLUSIVE PERFORMANCE.** ~~The Artist agrees not to accept any other engagement for a performance of any sort or kind between the issuing of this Agreement and 2023-04-30, within a radius of 60 miles from the University without express written permission of University. In the event of any such unauthorized performance, the performance described hereinabove, or any portion or portions thereof, may be cancelled by the University, and such cancellation shall be without prejudice to University's other rights and remedies hereunder.~~

13. **SIGNATORY'S WARRANTY.** Signatory warrants that s/he has full and current legal authority to act and contract on behalf of the Artist and on behalf of the Agent.
14. **PERFORMANCE TICKETS.** Complimentary tickets. University shall be the only party authorized to issue complimentary tickets to the performance described hereinabove. A maximum of **10** complimentary tickets for each performance shall be available to the Artist. The Artist must notify the University of the disposition of such tickets no later than noon on the day of performance. If the University does not receive such notice, the University may release the tickets for general sale. All complimentary tickets shall be appropriately distinguished and shall not be counted as income in determining gross receipts. If Artist wishes to purchase additional tickets, the purchase must be completed no less than ten (10) working days prior to date of the first performance. The University will provide the Artist with the best available tickets at the time of purchase.
15. **HOSPITALITY.** The University shall provide basic hospitality before each performance in sufficient quantities for the Artist's company including: complimentary coffee, tea, juices, bottled water, and selected snacks. The University is not equipped to provide hot meals or provide meal service. Should the Artist, because of travel arrangements or rehearsal schedule, require a hot meal, the Artist may arrange for service from local vendors at the Artist's expense. The University will assist the Artist to identify appropriate local vendors. The Artist must notify the University of plans for such meal service at least one week in advance. Delivery and pick-up must correspond to the Artist's time in the venue and comply with the University parking and safety regulations. Should the University incur any extra expenses for personnel or custodial services as a result of the Artist's hot meal, the Artist shall be liable for those costs and will be charged no later than six (6) weeks following the performance date.
16. **SMOKE -FREE.** The University venues are smoke-free environments.
17. **ACCESSIBILITY.** The Artist agrees to comply with measures which will ensure that the Artist's performance and outreach activities are fully accessible in compliance with the Americans with Disabilities Act regulations and University practices.
18. **MERCHANDISING.** Written approval must be obtained from the University no less than seven (7) days prior to performance for lobby sale of souvenir programs, records, or any other the Artist souvenir. The University reserves the right to deny sale of souvenirs. If approval is granted, the University will be paid 20% of the gross sales of such souvenirs if the University handles sales (10% if the Artist handles sales) within one (1) hour following the completion of each performance. The University reserves the right to verify inventory.
19. **NON-PERFORMANCE NOT A DEFAULT.** Neither the Artist nor the University shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, acts or regulations of public or the University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, or any cause beyond the control of the Artist or the University. *Parties shall work together to reschedule in good faith.*
20. **ANTICIPATORY BREACH.**
 - A. ~~In the event that, after the execution of this Agreement, the Artist or the Agent indicates or states that the Artist is unwilling or will be unable to appear or present the performance hereinabove defined on the indicated date, and such failure is not excusable under Paragraph 19 hereinabove, the Artist shall be responsible for the University's out-of-pocket expenses necessitated either by change of date or cancellation by the Artist after tickets have been printed and/or promotion begun. All such expenses shall be determined by the University and will be presented to the Artist with substantiation within thirty (30) days following the contracted date(s) of the Artist's performance, and the Artist shall reimburse University by check made payable to U.C. Regents within ten (10) days following receipt of such statement.~~
 - B. ~~In the event that the Artist or any member of the Artist's traveling complement deemed by the University in its sole discretion to be material to the performance hereinabove defined, or to any portion or portions thereof, or any authorized agent of the Artist takes any voluntary affirmative action which, in the University's sole determination, renders substantial performance of the Artist's contractual duties hereunder impossible, the University may cancel the performance hereinabove defined or any portions thereof, and, in addition, the Artist shall be responsible for payment of any and all costs, expenses, damages (including the University's actual expenses incurred in preparation for the performance hereunder) and claims arising from such cancellation. Any breach or anticipatory breach of this Agreement by the Artist shall be deemed a material breach.~~
 - C. ~~In the event such failure is occasioned by material breach of this Agreement by the University, the University shall reimburse the Artist for all out-of-pocket expenses incurred as a result of such breach. Out-of-pocket expenses shall be set forth in written form and submitted to the University. Said expenses shall be paid within thirty (30) days of the date of written notice.~~
21. **ORAL PRESENTATION AND AMENDMENTS.** No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto and may not be amended except by a writing signed by the parties.
22. **AGREEMENT CONSTRUED.** This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall inure to the

benefit of their successors and assigns, and all obligations of any of the parties hereto shall bind his, her, or its heirs, executors, personal representatives, successors and assigns.

The attached rider as amended (hereinafter called "Amended Rider") is made a part hereof as a subordinate instrument. In the event of a conflict between the master Agreement and the subordinate instrument, the terms of the master Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned, and this Agreement shall become effective only if University receives this Agreement on or before date indicated in Paragraph 5, executed by Artist and/or Artist's Agent.

ON BEHALF OF THE ARTIST



 Signature

04/22/2022

 Date

Michael Olmo, President of Dior Gang Touring, LLC

 Printed Name and Title

ON BEHALF OF THE UNIVERSITY



 Minh Anthony Tran, Director, University Events Office

Minh
 Anthony
 Tran

Digitally signed by
 Minh Anthony Tran
 Date: 2022.04.25
 18:04:53 -07'00'

 Date

ANN DOR

Backstage shall be secured for ARTIST ONLY, no support or hosts are to share dressing room. The following is required:
Clean, ~~private~~ lavatory within or right next to dressing room with ample supply of toilet tissue and soap, working heat and/or air conditioning, vanity mirrors & quality lighting.

Artist

CONDENSED HOSPITALITY RIDER

- (3) ~~Erowen~~ Greens & Apple Lemon Ginger Pressed Juices
- ~~Chick Fil A order: Spicy Chicken Sandwich, 12 count nuggets, Large Fries, 4x BBQ Sauce, Large Sprite~~ Meal Buyout for up to \$20/person, for up to 5 persons (\$100 total)
- Green Tea, Throat Coat Tea, Black Tea
- (12) Manuka Honey Packets (jar if no packets available)
- Tea Kettle
- (1) jar of medium salsa (freshest possible)
- (1) bag tortilla chips
- (2) packages of Peanut M&Ms
- (1) Box of Cookies (assorted)
- (2) Packages Haribo Goldbear Sours
- (24) assorted Chewy Granola Bars
- (6) Guayaki Yerba Mate
- (12) Dr. Pepper
- (12) Sprite
- (6) Redbull (Tropical/Yellow)
- ~~(1) Small Vanilla Coffee Creamer~~
- ~~Microwave~~
- ~~Coffee Maker w/ coffee or pods~~
-

TECH PORTION

Audio

FOH Console Digico SD7 or SD5 Quantum Console
With Waves Sever and SuperRack plugin

Monitor Console Digico SD7 or SD5 Quantum Console

6 Shure Axient Wireless Sytem With Shure Beta 58
Capsules

6 Shure PSM 1000 Systems with 10-P10R+ Packs

SideFill System Consisting Of 3-tops over 2-Subs per
side preferably D&B or L'Acoustics.

6-8 Downstage Wedges depending on Stage Size
preferably D&B or L'acoustics

2-DJ Wedges plus 1-Drum Sub For DJ Fill preferably
D&B or L'acoustics

Lighting

3-40ft Flown Trusses Consisting Of the following

DS Truss

10-Martin Mac Quantum Wash

6-Martin Mac Viper Profiles

6-Clay Paky Sharpys

4-Chauvet Strike 4 Blinder

MS Truss

8-Martin Mac Quantum Wash

8-Martin Mac Viper Profiles

6-Clay Paky Sharpys

4-GLP JDC1 Strobes

US Truss

8-Martin Mac Quantum Wash

8-Martin Mac Viper Profiles

6-Clay Paky Sharpys

4-GLP JDC1 Strobes

Ground Package

8-Clay Paky Sharpy

8-GLP JDC1 Strobes

4-Martin Mac Quantum Wash

SFX

~~8 Co2 Jets With 2 50lb Liquid Syphon Tanks Per Jet
Wired to big Red Button at DJ Position.~~

~~2 Large Confetti Blowers with White and Purple Confetti
for final Hit.~~

Contacts

Agent

Cheryl Paglierani



Jon Briks



MANAGEMENT:

Artist Manager

Andile Ndlovu

[REDACTED]

Production Manager

Sean Atkins

[REDACTED]