

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
MAY 13, 2008 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Heritage Festival Entertainer Agreement	✓ Resolution Ordinance Motion Discussion Only	Mary Scalzetti Community Events Director

SYNOPSIS

A resolution has been prepared authorizing an agreement with WAR to perform at Heritage Festival in an amount not to exceed \$20,000.

STRATEGIC PLAN ALIGNMENT

The Village Mission Statement identified *Partner with Others* and states that this means *Working with Community Organizations and Institutions to Achieve Vision, Goals and Mission*. Additionally, Downers Grove Vision 2022 identified the principles of an *Authentic Downtown and Hometown Feeling* with the supporting means of: *Exciting Destination for Eating, Arts, and Entertainment Both Indoor and Outdoor; Strong Community Events and Festivals with or without Street Closures; and Strong Community Events Bringing Residents and Generations Together*.

FISCAL IMPACT

The FY08 General Fund Budget includes funds for Heritage Festival with \$145,000 identified for funding the costs of festival performers.

RECOMMENDATION

Approval on the May 20, 2008, consent agenda.

BACKGROUND

As part of the FY08 Budget, Village Council approved the 2008 Heritage Festival budget. Staff along with members of the Community Events Commission reviewed many quality performers. The Commission, at its January 18, 2008, meeting selected WAR as a national entertainer to perform at the festival on Saturday, June 28, 2008. Staff concurs with the selection.

ATTACHMENTS

Resolution
 WAR Contract

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND PARADISE ARTISTS, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and Paradise Artists, Inc. (the “Artist”), for 2008 Heritage Festival entertainment, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

Scalzetti, Mary

From: Joel Brandes [joelw@sbcglobal.net]
Sent: Tuesday, April 29, 2008 12:49 PM
To: bob@paradiseartists.com; Scalzetti, Mary
Subject: Re: Acceptance of Rider Changes

Cara Pavilcek / Mary Scalzetti,

We accept the changes that the city of Downers Grove made to the rider for the WAR appearance at The Heritage Festival, Downers Grove, IL on June 28, 2008.

Joel Brandes, manager of WAR

Avenue Music

1801 Avenue of The Stars

Los Angeles, CA



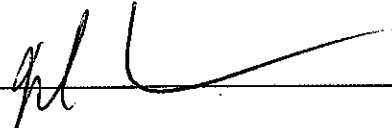
VILLAGE OF DOWNERS GROVE
VILLAGE RIDER

1. The parties recognize that the Downers Grove Heritage Festival is a concerted community effort, requiring cooperation from and among participants and certain controls which will enable all participants to enjoy the Festival and ensure its success. Therefore, the Village reserves the right to control all aspects of the Festival, including termination of any entertainment activity and restriction of any behavior which is in conflict with the nature of the Festival, or threatening to the public's health, safety or welfare.
2. In the event of willful misconduct, negligence or recklessness by *War*, *War* shall be responsible for all injuries, death, losses, damages, claims, suits, liabilities, costs and expenses which may arise directly or indirectly. *War* shall indemnify, keep and hold harmless the Village of Downers Grove where a loss was caused by the acts or omissions of *War*, its employees or subcontractors.
3. In the event that *War* should cancel, due to unforeseen circumstances beyond its control, the performance at the Heritage Festival as provided in the Agreement, the parties agree as follows:
 - a. The deposit of the Village shall be fully refunded within ten (10) days after any notice provided by *War* of the performer's inability to perform.

VILLAGE OF DOWNERS GROVE

ENTERTAINER: WAR

Village Manager or Designee



108 E. Matilija Street P.O. Box 1821
Ojai, CA 93024

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

PARADISE ARTISTS, INC.

Tel: (805) 646-8433
Fax: (805) 646-3367

CONTRACT #: 26681

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 date, 1/24/2008 between the undersigned purchaser of music (herein called "Purchaser") and the undersigned 7 musician(s) This agreement shall not be binding unless signed (along with any attached Expense sheet, Rider and/or Addendum) by all parties hereto. In the event of a conflict between any such attached Addendum and/or Rider and this Agreement, the attached Addendum and/or Rider, as applicable, shall govern.

ARTIST(S): War 100% HEADLINE BILLING

VENUE: Heritage Festival ~~Fishnet Park~~, BEER GARDEN STAGE
Downers Grove, IL 60515 Phone: 630-434-5559 Fax: 630-434-5571

DATE(S): Sat. June 28, 2008
Artist to perform one (1) show approximately 75 minutes in length

TYPE: Concert

TICKETS:	Quantity	Grs Price	Cmp/Kts	Deduct	Net Price	Discrptn	No. Days/Shws:	1 / 1
	1,500 @	\$0.00			\$0.00	Free	Doors Open:	12:00 PM
							Show Time[s]:	9:00 PM
							Onstage:	9:00 PM

GP: \$0.00	Capacities	Merchandising
Tax:	Per Show: 1,500	Artist sell: 100 %
Net: \$0.00	Total tkts: 1,500	Build sell:

TERMS: \$20,000.00 Flat Guarantee
Artist shall be paid in full rain or shine.

ADDITIONAL PROVISIONS:

Purchaser shall provide and pay for, as per Artist's specifications and approval, at no cost to Artist, any and all rider requirements. Purchaser to provide and pay for sound, lights and backline equipment per Artist's rider specifications and approval; one (1) suite & twelve (12) single hotel rooms for two (2) nights at a Sheraton quality hotel or better; all internal ground transportation. The deposit will be non-refundable if any provision of this contract and rider are breached by the Purchaser. Artist to be paid in full rain or shine.

OTHER ACT(S): local

PAYMENTS: \$10,000.00 US deposit to Paradise Artists, due by: February 7, 2008

The balance of the guarantee (\$10,000.00) shall be paid to Artist or Artist's representative immediately prior to sound check in cash.

Paradise Artists, Inc. Bank Wire Information	Wells Fargo Bank ABA#: 121-000-248 Account#: 6808-09-7091 202 E. Matilija Street, Ojai, CA 93024
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In case of any conflict between these provisions or the contract rider and the provisions of the Village Rider attached hereto and made a part hereof, the provisions of the Village Rider shall control.

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.

It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in the previous paragraph and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for the purposes of communicating with the musician(s) performing the engagement and the Purchaser.

The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

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

Far Out Productions, Inc.
Joel Brandes Fed ID #: 95-4392515

X

C/O Paradise Artists, Inc.
108 E. Matilija Street P.O. Box 1821
Ojai, CA 93024

BOOKING AGENT: Jim Lenz

Village of Downers Grove
Cara Pavlicek

X

Civic Center 801 Burlington Avenue
Downers Grove, IL. 60515
630-434-5559 Fax: 630-434-5573

CONTACT: Mary Scalzeff

Return all copies to: Paradise Artists, Inc.

1. Person signing this contract personally guarantees they are authorized to do so.
2. No performance of the engagement shall be recorded, reproduced, or transmitted from the place of the performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Musician and subject to approval of the Federation relating to and permitting such recording, reproduction, or transmission.
3. It is expressly understood by the Purchaser and the Musician(s) who are party to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in 11 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision thereof.
4. Musician shall receive 100% top billing in all advertising, lights, displays, radio, marquees, programs, and any and all other advertising and publicity media. No advertising shall be done until contract is fully executed by both parties.
5. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay Musician(s) full compensation as provided herein.
6. All opening/support attractions shall be subject to Musician's prior written approval and shall be paid for by Purchaser.
7. A representative of the Local Union, or the Federation shall have access to the place of engagement covered by the contract for purpose of communicating with the Musician(s) performing the engagement and the Purchaser.

THE FOLLOWING PROVISIONS (Section 17) ARE ONLY APPLICABLE TO "LOCAL ENGAGEMENT" AS DEFINED BY THE FEDERATION:

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

- A. (American Arbitration Association) Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the Award rendered may be entered in any court having jurisdiction thereof. The cost of the arbitration proceeding, except those costs 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 breach thereof, shall be settled by arbitration by the Executive Board or other body of the Local Union charged with the 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") by 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) and all rulings and awards made by the IEB or appeal shall be final and binding upon the Purchaser and participating Musician(s). Any party to an arbitration 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.

ADDITIONAL TERMS AND CONDITIONS:

1. MUSICIAN'S NAME OR LIKENESS MAY NOT BE USED AS AN ENDORSEMENT OF ANY PRODUCT, SERVICE OR COMPANY IN CONNECTION WITH ANY COMMERCIAL TIE-UP WITHOUT MUSICIAN'S PRIOR WRITTEN CONSENT.
2. IN THE EVENT OF SICKNESS OR OF ACCIDENT TO MUSICIAN, OR IF A PERFORMANCE IS PREVENTED, RENDERED IMPOSSIBLE OR INFEASIBLE BY ANY ACT OR REGULATION OF ANY PUBLIC AUTHORITY OR BUREAU, CIVIL TUMULT, STRIKE, EPIDEMIC, INTERRUPTION IN OR DELAY OF PUBLIC TRANSPORTATION SERVICES, WAR CONDITIONS OR EMERGENCIES OR ANY CAUSE BEYOND THE CONTROL OF MUSICIAN, IT IS UNDERSTOOD AND AGREED THAT THERE SHALL BE NO CLAIM FOR DAMAGES BY EITHER PARTY TO THIS CONTRACT AND MUSICIAN'S OBLIGATIONS AS TO SUCH PERFORMANCES SHALL BE DEEMED WAIVED. IN THE EVENT OF SUCH NON-PERFORMANCE FOR ANY OF THE REASONS STATED IN THIS PARAGRAPH, THE MONIES (IF ANY) ADVANCED TO MUSICIAN HEREUNDER SHALL BE RETURNED ON A PRO-RATA BASIS. INCLEMENT WEATHER RENDERING PERFORMANCE IMPOSSIBLE OR INFEASIBLE SHALL NOT BE DEEMED AN EMERGENCY AND FULL PAYMENT OF THE AGREED UPON COMPENSATION SHALL BE MADE NOTWITHSTANDING. IF PURCHASER AND MUSICIAN(S) DISAGREE AS TO WHETHER RENDITION OF PERFORMANCE(S) IS IMPOSSIBLE OR NOT FEASIBLE BECAUSE OF INCLEMENT WEATHER, MUSICIAN'S DETERMINATION AS TO PERFORMANCE SHALL PREVAIL.
3. IF, ON OR BEFORE THE DATE OF ANY SCHEDULED PERFORMANCE, PURCHASER HAS FAILED, NEGLECTED OR REFUSED TO PERFORM ANY CONTRACT WITH ANY OTHER PERFORMER FOR ANY EARLIER ENGAGEMENT, OR IF THE FINANCIAL STANDING OR CREDIT OF PURCHASER HAS BEEN IMPAIRED OR IS UNSATISFACTORY, MUSICIAN SHALL HAVE THE RIGHT TO DEMAND THE PAYMENT OF THE GUARANTEED COMPENSATION FORTHWITH. IF PURCHASER FAILS OR REFUSES TO MAKE SUCH PAYMENT FORTHWITH, MUSICIAN SHALL HAVE THE RIGHT TO CANCEL THIS ENGAGEMENT BY NOTICE TO PURCHASER TO THAT EFFECT, AND IN SUCH EVENT, MUSICIAN SHALL RETAIN ANY AMOUNTS THERETOFORE PAID TO MUSICIANS BY PURCHASER.
4. MUSICIAN SHALL HAVE THE RIGHT TO SELL SOUVENIR ITEMS, INCLUDING BUT NOT LIMITED TO T-SHIRTS, BOOKS, PHOTOGRAPHS, AND RECORDINGS ON THE PREMISES OF THE PLACE(S) OF ENGAGEMENT WITHOUT ANY PARTICIPATION IN THE PROCEEDS BY PURCHASER SUBJECT, HOWEVER, TO CONCESSIONAIRE'S REQUIREMENTS, IF ANY.
5. IT IS AGREED THAT MUSICIAN SIGNS THIS CONTRACT AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. MUSICIAN SHALL HAVE EXCLUSIVE CONTROL OVER THE MEANS AND METHODS EMPLOYED IN FULFILLING EACH OBLIGATION OF MUSICIAN HEREUNDER, IN ALL RESPECTS AND IN ALL DETAILS, THIS CONTRACT SHALL NOT, IN ANY WAY BE CONSTRUED SO AS TO CREATE A PARTNERSHIP, OR ANY KIND OF JOINT UNDERTAKING OR VENTURE BETWEEN THE PARTIES HERETO.
6. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTHING IN THIS CONTRACT SHALL EVER BE CONSTRUED SO AS TO INTERFERE WITH ANY DUTY OWING BY ANY MUSICIAN PERFORMING HEREUNDER TO THE AMERICAN FEDERATION OF MUSICIANS PURSUANT TO ITS CONSTITUTION, BY LAWS, RULES, REGULATIONS AND ORDERS.
7. PURCHASER SHALL PAY ALL COSTS OF ANY ADDITIONAL MUSICIAN AS MAY BE REQUIRED BY ANY JURISDICTION AUTHORITY, OTHER THAN THOSE MUSICIANS FURNISHED AS PART OF MUSICIAN'S REGULAR GROUP.
8. IT IS EXPRESSLY AGREED BY THE PARTES HERETO THAT PARADISE ARTISTS, INC. IS ACTING AS AGENT FOR MUSCIAN, SOLELY IN CONNECTION WITH THE MUSICIAN'S LIVE PERFORMANCE AND THAT PARADISE ARTISTS, INC. SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY ACT OR OMISSION ON THE PART OF EITHER MUSICIAN OR PURCHASER IN CONNECTION WITH THIS AGREEMENT OR THE LIVE PERFORMANCE BY MUSICIAN AS CONTEMPLATED HEREIN. IT IS FURTHER AGREED NEITHER PURCHASER NOR MUSICIAN WILL NAME OR JOIN PARADISE ARTISTS, INC. AS A PARTY IN ANY CIVIL ACTION OR SUIT ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT.
9. THIS CONTRACT CANNOT BE ASSIGNED OR TRANSFERRED WITHOUT THE PRIOR WRITTEN CONSENT OF MUSICIAN. IT CONTAINS THE COMPLETE UNDERSTANDING OF THE PARTIES HERETO AND MAY NOT BE AMENDED, SUPPLEMENTED, VARIED OR DISCHARGED, EXCEPT BY AN INSTRUMENT IN WRITING. THE VALIDITY, CONSTRUCTION AND EFFECT OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, REGARDLESS OF THE PLACE OF PERFORMANCE. THIS CONTRACT IS NOT BINDING UPON THE PARTIES UNTIL EXECUTED AND DELIVERED BY MUSICIANS OR HIS DESIGNEE TO PURCHASER. THE TERMS "MUSICIAN" AND "PURCHASER" AS USED HEREIN SHALL INCLUDE AND APPLY TO THE SINGULAR AND THE PLURAL AND TO ALL GENDERS.

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2008

THIS RIDER IS TO BE ATTACHED TO AND MADE PART OF THE AGREEMENT DATED FEBRUARY 8, 2008
BETWEEN VILLAGE OF DOWNERS GROVE (HEREINAFTER REFERRED TO AS "PURCHASER" AND FAR
OUT PRODUCTION INC. F/S/O WAR, HEREINAFTER REFERRED TO AS "ARTIST."

IMPORTANT NOTE: THIS RIDER CONSISTS OF 16 PAGES:

GENERAL PROVISIONS	PAGES 01 - 10
CATERING	PAGE - 11
PRODUCTION / SOUND SPECS.	PAGE - 12
BACKLINE SPECIFICATIONS	PAGE - 13
INPUT LIST	PAGE - 14
ROOM LIST	PAGE - 15
STAGE PLOT	PAGE - 16

ARTIST MANAGER: JOEL BRANDES (joelw@sbglobal.net) / JEFF DAVIDSON
1801 AVENUE OF THE STARS SUITE # 421
LOS ANGELES, CA. 90067
TEL: (800) 266-3077 / FAX: (800) 390-4590

EXCLUSIVE AGENCY: PARADISE ARTISTS, INC. (bob@paradiseartists.com)
PO BOX 1821
OJAI, CA 93023-1821
(805) 646-8433
www.paradiseartists.com

TOUR / ROAD MANAGER: JEFF DAVIDSON: 310-312-0300 / FAX 310-479-1356 email: jeffd01@msn.com
SOUND / PRODUCTION MANAGER: ARMANDO MORALES: 323 254-6646 / FAX: 323 254-5360 /
E mail: moralesarmando@msn.com

THIS RIDER AS BEEN PREPARED BY THE MANAGEMENT AND CREW OF WAR. ITS PURPOSE IS TO ENSURE THE SMOOTHEST RUNNING AND BEST POSSIBLE PERFORMANCE FOR THE PROMOTER, ARTIST, AND THE AUDIENCE. WE HOPE YOU APPROACH ITS CONTENT IN THAT LIGHT. SHOULD YOU SEE ANY PROBLEMS FULFILLING THE PROVISIONS OF THIS RIDER, OR HAVE ANY QUESTIONS, PLEASE CONTACT US **AS SOON AS POSSIBLE.**

1. ALL THE CLAUSES EMBODIED HERewith FORM AN INTEGRAL PART OF THIS CONTRACT AND MUST BE STRICTLY ADHERED TO. ALTERATIONS CAN ONLY BE ACCEPTED AFTER NEGOTIATION AND WRITTEN AGREEMENT WITH **PARADISE ARTISTS, INC.** NO ALTERATIONS TO ANY OF THE CLAUSES OR TERMS CONTAINED HEREIN HAS ANY LEGAL STANDING AND SERVES NO CONSTRUCTIVE PURPOSE UNLESS FIRST AGREED TO BY AN **ARTIST REPRESENTATIVE.** ANY SUCH ALTERATIONS THEN MUST BE INITIALED BY BOTH ARTIST AND PURCHASER. FAILURE OF PURCHASER TO RETURN FULLY EXECUTED CONTRACT FACE AND RIDER FOURTEEN (14) DAYS PRIOR TO ENGAGEMENT SERVES AS ACCEPTANCE OF ALL TERMS.

PAYMENT

2. ARTIST IS TO RECEIVE ANY AND ALL GUARANTEED PAYMENTS DUE IN FORM OF CASH, PRIOR TO ARTIST PERFORMANCE. PURCHASER MUST OBTAIN WRITTEN PERMISSION AT LEAST THIRTY (30) DAYS ADVANCE OF ENGAGEMENT TO MAKE OTHER ARRANGEMENTS IF CASH PAYMENT IS UNAVAILABLE.
BUSINESS CHECKS AND PERSONAL CHECKS ARE NOT ACCEPTABLE FORMS OF PAYMENT.

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FREE VENUE - NO TICKETS

BOX OFFICE PROVISIONS

3. PURCHASER SHALL FURNISH THE ARTIST AT LEAST TEN (10) DAYS BEFORE THE SCHEDULED DATE WITH A PLOT PLAN AND PRINTER'S MANIFEST OF THE HOUSE (NOTARIZED, SIGN STATEMENT FROM THE PRINTER OF TICKETS, LISTING AMOUNT OF TICKETS PRINTED AT EACH PRICE). ALL TICKETS SHALL BE PRINTED BY A BONDED TICKET HOUSE. ARTIST SHALL BE COMPENSATED FOR THE DIFFERENCE BETWEEN THE NUMBER OF UNSOLD TICKETS ON HAND AND SHOWN TO ITS REPRESENTATIVE AND THE NUMBER OF TICKETS PRINTED AS SHOWN BY THE TICKETS MANIFEST. A REPRESENTATIVE OF THE ARTIST SHALL HAVE THE RIGHT TO BE PRESENT IN THE BOX OFFICE PRIOR TO, DURING AND FOLLOWING THE PERFORMANCE, AND TO EXAMINE AND MAKE EXTRACTS FROM THE BOX OFFICE RECORDS OF PURCHASER RELATING TO THE GROSS RECEIPT OF THIS ENGAGEMENT.

4. PERCENTAGE PAYMENT PROVIDED FOR HEREUNDER SHALL BE PAID PROMPTLY IN CASH TO THE ARTIST OR ARTIST'S ROAD MANAGER ON THE NIGHT OF THE ENGAGEMENT AND SHALL BE ACCOMPANIED BY A WRITTEN STATEMENT CERTIFIED AND SIGNED BY THE PURCHASER, AND SAID STATEMENT SHALL BE FORWARDED TO THE ARTIST WITHIN THREE (3) DAYS OF PERFORMANCE. IF ARTIST IS HEADLINING ACT, AND IN THE EVENT THAT THE TERMS OF THIS ENGAGEMENT DO NOT INCLUDE A PERCENTAGE PARTICIPATION BY THE PRODUCER, ITS UNDERSTOOD AND AGREED THAT NON-PARTICIPATION IS PREDICATED ON THE FACT THAT ADMISSION CHARGES TO THE CONCERT AND STATED CAPACITY OF HALL (GROSS POTENTIAL AS STATED ON THE FACE OF THE CONTRACT) IS A CONDITION OF CONTRACT AND ADHERED TO. IF THE GROSS BOX OFFICE RECEIPTS AND/OR ADMISSION PRICES EXCEED THOSE STATED ON THE FACE OF THE CONTRACT, THE PURCHASER SHALL PAY THE ARTIST ON THE NIGHT OF THE ENGAGEMENT THE TOTAL DIFFERENCE BETWEEN THE AGREE UPON POTENTIAL GROSS AND THE ACTUAL GROSS. IF THE ACTUAL GROSS IS HIGHER.

5. IF TICKETS ARE ON SALE PRIOR TO THE DATE OF THE PERFORMANCE, A REPRESENTATIVE OF THE ARTIST SHALL HAVE THE RIGHT TO CHECK AND AGREE TO THOSE SALES BEFORE THE BOX OFFICE OPENS ON THE NIGHT OF THE PERFORMANCE. ALL UNSOLD TICKET STUBS ARE TO BE PRESENTED TO THE ARTIST'S REPRESENTATIVE BEFORE DOORS OPEN. IF THERE ARE ANY DISCREPANCIES, THE PURCHASER IS LIABLE FOR PAYMENT TO THE ARTIST IN FULL.

COUNTERFEIT TICKETS

6. WITH RESPECT TO COUNTERFEIT TICKETS, THE PURCHASER IS LIABLE FOR ANY AND ALL SUCH TICKETS AND UNDER NO CIRCUMSTANCES WILL THE ARTIST ASSUME A LOSS ON THESE TICKETS.

100% HEADLINE

7. UNLESS STIPULATED BY PURCHASER ON THE OFFER SHEET AND CONFIRMED ON THE CONTRACT, IT IS UNDERSTOOD AND AGREED THAT ARTIST IS 100% SOLE HEADLINER. ARTIST SHALL RECEIVE 100% SOLE HEADLINE BILLING IN ALL LIGHTS, DISPLAYS, PROGRAMS, MARQUEES AND ANY AND ALL OTHER ADVERTISING AND PUBLICITY MATERIALS. NO OTHER NAME OR PHOTOGRAPH SHALL APPEAR ON THE SAME LINE OR ABOVE THE NAME OF ARTIST.

PERFORMANCE LENGTH

8. PURCHASER GUARANTEES THAT ARTIST WILL RECEIVE A MINIMUM PERFORMANCE TIME OF SIXTY (60) MINUTES. ARTIST WILL NOT BE REQUIRED TO PERFORM MORE THAN NINETY (90) MINUTES, BUT ARTIST RESERVES THE RIGHT TO PLAY A LONGER PERFORMANCE. ANY MUSIC CURFEWS OR BUILDING EXIT CURFEWS MUST BE CLEARLY STATED ON THE FACE OF THIS CONTRACT.

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APPROVAL OF OTHER PERFORMERS

9. ARTIST SHALL HAVE THE RIGHT OF APPROVAL FOR ANY AND ALL OTHER ACTS ON THE SHOW. IN THE EVENT THAT APPROVAL IS GIVEN, ARTIST RESERVES THE RIGHT TO DETERMINE THE LENGTH OF PERFORMANCE, STAGE SET UP AND SET UP TIME.

10. IN THE EVENT OF ANY ADDITIONAL ACT(S) BEING EMPLOYED, THE ARTIST SHALL HAVE THE FIRST RIGHT TO SET UP ALL INSTRUMENTS AND PROPERTIES USED IN THE PRESENTATION AND THE AFORESAID INSTRUMENTS AND PROPERTIES SHALL NOT BE MOVED, RE-LOCATED AND/OR USED BY ANYONE OTHER THAN ARTIST'S CREW OR ARTIST.

11. PURCHASER AGREES THAT THERE WILL BE NO MASTER OF CEREMONIES, NO WELCOMING SPEECHES, NO INTRODUCTIONS, AND NO CEREMONIES AT INTERMISSION EXCEPT AS ARTIST MAY DIRECT.

WAR LOGO IN ADVERTISING

12. ALL PRINT ADVERTISING, FLYERS, POSTERS OR HANDBILLS MUST INCLUDE ARTIST'S APPROVED, TRADEMARKED LOGO. (A STATE OF THIS LOGO SHOULD BE ATTACHED TO THIS RIDER. IF NOT, PLEASE CALL PARADISE ARTISTS, INC.) THIS IS AN EXAMPLE OF THE WAR LOGO THAT MUST BE USED!



PHOTOS USED IN ADVERTISING

13. IT IS UNDERSTOOD AND AGREED TO THAT ONLY AUTHORIZED PHOTOGRAPHS SENT BY ARTIST'S BOOKING AGENCY OR ARTIST'S RECORD LABEL ARE TO BE USED IN PUBLICIZING THE ENGAGEMENT.

SPONSORSHIP

14. ALL FORMS OF SPONSORSHIP, WHETHER PART OF AN ONGOING SERIES OR SPECIFICALLY FOR ARTIST'S SHOW, MUST BE AUTHORIZED BY ARTIST IN WRITING PRIOR TO ENGAGEMENT. PURCHASER AGREES AND WARRANTS THAT NO STATEMENTS AND/OR REPRESENTATIONS ARE TO BE MADE THAT THE ENGAGEMENT IS CO-PRESENTED BY ANY THIRD PARTY, RADIO STATION, COMMERCIAL PRODUCT OR SERVICE WITHOUT THE PRIOR WRITTEN APPROVAL OF ARTIST.

BACKDROP OR STAGE DRAPE

15. PURCHASER SHALL PROVIDE RIGGING POINTS FOR ARTIST TO ATTACH BACKDROP OR STAGE DRAPE FOR ARTIST'S PERFORMANCE.

MERCHANDISING

16. PURCHASER AGREES TO PROVIDE TWO (2) TABLES IN A WELL LIT, SECURE PLACE FOR MERCHANDISING OF ARTIST'S SOUVENIR ITEMS AND MUSIC. THIS SHALL BE IN SUCH POSITION AS TO BE EASILY VISIBLE TO THE PUBLIC USING THE MAIN ENTRANCES AND EXITS TO THE VENUE. ARTIST IS UNDER LICENSE TO FAR OUT PRODUCTIONS INC. FOR THE MANUFACTURE AND SALE OF WAR RELATED SOUVENIR ITEMS, AND AS SUCH ANY ARRANGEMENTS OTHER THAN THE BELOW LISTED PERCENTAGES MUST BE NEGOTIATED BY THE PROMOTER AND/OR VENUE DIRECTLY WITH FAR OUT PRODUCTIONS INC. AND SEPARATELY CONTRACTED FOR. THE PERCENTAGES OF MERCHANDISE / SOUVENIR ITEMS PER LICENSING

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CONTRACTS ARE AS FOLLOWS: ON A HOUSE / VENUE SELL SITUATION: MAXIMUM OF 25% TO HOUSE AND 75% TO ARTIST- LICENSEE. ON A LICENSEE SELL SITUATION: 10% SHALL BE PAID TO PROMOTER AND / OR VENUE, UNLESS PREVIOUSLY AGREED TO IN WRITING ON THIS RIDER. ANY PROMOTER / VENUE MERCHANDISING COMMISSIONS SHALL BE BASED ON ADJUSTED GROSS SALES, NET OF ANY APPLICABLE STATE AND LOCAL TAXES. NO PERCENTAGES WILL BE TAKEN OUT OF ANY MUSIC SALES. IE; CASSETTES / COMPACT DISCS. ANY CHANGES, ALTERATIONS, DELETIONS, OR ADDITIONS TO THIS PARAGRAPH ARE NULL AND VOID AND WITHOUT ANY EFFECT AS THE VENUE / PROMOTER IS REQUIRED TO CONTRACT WITH THE LICENSEE WITH THE REGARDS TO MERCHANDISE SALES. PURCHASER AGREES THAT ITS ARRANGEMENT FOR PRESENTING THE ENGAGEMENT PROVIDED FOR HEREIN SHALL PROHIBIT THE SALE OF SOUVENIR OR SIMILAR MERCHANDISE ON THE PREMISES IN CONNECTION WITH THIS ENGAGEMENT OTHER THAN ARTIST'S OFFICIAL MERCHANDISE FURNISHED BY LICENSEE. PURCHASER AGREES THAT ARTIST HAS RIGHT TO HAVE A REPRESENTATIVE ASSIST IN SALES AND MONITOR THE SALES IN A HOUSE / VENUE SELLS SITUATION. PURCHASER MUST CONTACT LICENSEE WITH REGARD TO ALL INFORMATION ABOVE AT FAR OUT PRODUCTIONS INC. IN THE LOS ANGELES OFFICE 310 312-0300 / FAX 310 479-1356 RICH MARCH.

LOAD IN

17. PURCHASER AGREES TO MAKE VENUE AVAILABLE TO ARTIST AT LEAST EIGHT (8) HOURS PRIOR TO DOORS OPENING UNLESS OTHERWISE SPECIFIED BY ARTIST TOUR / PRODUCTION MANAGER.

TELEPHONE

18. PURCHASER AGREES TO PROVIDE OR ALLOW ACCESS TO A TELEPHONE IN THE PRODUCTION OFFICE BACKSTAGE FOR ARTIST'S REPRESENTATIVE AND CREW. ALL LONG DISTANCE TOLL CALLS MADE WILL BE THIRD PARTY, OR CREDIT CARD BILLING.

PARKING

19. PURCHASER AGREES TO PROVIDE SECURE PARKING SPACES FOR ARTIST'S VEHICLES, WITH DIRECT ACCESS TO THE STAGE DOOR / LOADING DOORS AS APPROPRIATE. PURCHASER IS RESPONSIBLE FOR REMOVAL OF ALL SNOW AND FOR SANDING ALL ICE WITHIN LOADING AND PARKING AREA PRIOR TO LOAD IN TIMES AND STAGE CALLS. THIS MUST BE MAINTAINED THROUGHOUT THE DURATION OF THE ENGAGEMENT UNTIL ARTIST'S VEHICLES HAVE DEPARTED.

CONTROL OF PERFORMANCE

20. ARTIST SHALL HAVE SOLE AND EXCLUSIVE CONTROL OVER THE PRODUCTION, PRESENTATION AND PERFORMANCE OF THE ENGAGEMENT HEREUNDER, INCLUDING BUT NOT LIMITED TO, THE DETAILS, MEANS AND METHOD OF ARTIST'S PERFORMANCE. ARTIST SHALL HAVE THE SOLE RIGHT AS ARTIST MAY SEE FIT TO DESIGNATE AND CHANGE AT ANY TIME THE PERFORMANCE PERSONNEL. ARTIST'S OBLIGATION HEREUNDER IS SUBJECT TO DETENTION OR PREVENTION BY SICKNESS, INABILITY TO PERFORM, ACCIDENT, DELAYS OR FAILURE IN ANY MEANS OF TRANSPORTATION, ACTS OF GOD, RIOTS, STRIKES, LABOR DIFFICULTIES, TECHNICAL DIFFICULTIES, EPIDEMICS, AND ANY ACT OR ORDER OF ANY PUBLIC AUTHORITY OR ANY OTHER CAUSE, SIMILAR OR DISSIMILAR, BEYOND ARTIST'S CONTROL

SOUND CHECK

21. PURCHASER AGREES TO MAKE PROVISIONS TO HAVE ALL SOUND AND LIGHTING EQUIPMENT SET UP AND FULLY OPERATIONAL PRIOR TO ARTIST'S SOUND CHECK.

22. PURCHASER AGREES TO MAKE PROVISIONS FOR THE ARTIST TO HAVE FULL SOUND AND LIGHTING CHECKS FOR AT LEAST TWO (2) HOURS PRIOR TO THE ADMISSION OF THE AUDIENCE AND THAT THE

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ACCESS TO THE HALLS WILL BE STRICTLY LIMITED DURING CHECKS TO THE ARTIST, THE ARTIST'S ROAD CREW AND THE VENUE'S TECHNICAL AND MANAGEMENT PERSONNEL DURING THIS PERIOD.

23. IN SUCH CASES WHERE THERE ARE TECHNICAL PROBLEMS, IT IS UNDERSTOOD THAT THE FACILITY WILL REMAIN CLOSED TO THE PUBLIC UNTIL ALL PROBLEMS AND QUALITY OF SOUND IS TO THE COMPLETE SATISFACTION OF ARTIST. ARTIST SHALL HAVE THE SOLE AUTHORITY IN DETERMINING THE QUALITY OF SOUND AND TERMINATING THE SOUND CHECK. *FESTIVAL SETTING - OPEN VENUE.*

SOUND

24. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT A REPRESENTATIVE OF THE ARTIST SHALL HAVE SOLE AND ABSOLUTE AUTHORITY IN MIXING AND OTHERWISE CONTROLLING ALL SOUND AND LIGHTING EQUIPMENT.

REPRODUCTION OF PERFORMANCE

25. NO PORTION OF ARTIST'S PERFORMANCE RENDERED HEREUNDER MAY BE BROADCAST, PHOTOGRAPHED, RECORDED, FILMED, TAPED, OR EMBODIED IN ANY FORM FOR ANY PURPOSE OR REPRODUCED WITHOUT ARTIST'S PRIOR WRITTEN CONSENT. PURCHASER WILL DENY ANY ENTRANCE TO ANY PERSONS CARRYING AUDIO RECORDING OR VIDEO RECORDING DEVICES OR PHOTOGRAPHIC EQUIPMENT. WITHOUT LIMITING IN ANY WAY THE GENERALITY OF THE FOREGOING PROHIBITION, IT IS UNDERSTOOD TO INCLUDE MEMBERS OF THE AUDIENCE, PRESS AND PURCHASER'S STAFF. IN THE EVENT THAT THE PURCHASER, HIS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, ETC., REPRODUCE OR CAUSE TO BE REPRODUCED THE ARTIST'S PERFORMANCE IN THE FORM OF FILMS, TAPES, OR ANY OTHER MEANS OF REPRODUCTIONS, UPON DEMAND BY ARTIST, PURCHASER SHALL DELIVER ALL OF THE SAME (TOGETHER WITH ANY AND ALL MASTER, DATA, NEGATIVES, AND OTHER MEANS OF REPRODUCTIONS THEREOF) TO ARTIST AT PURCHASER'S SOLE COST AND EXPENSE, IN ADDITION TO ALL OTHER LEGAL OR EQUITABLE REMEDIES WHICH ARTIST MAY HAVE. ARTIST HAS THE EXCLUSIVE RIGHT TO FILM OR RECORD ARTIST'S PERFORMANCE OR TO CONDUCT RADIO, TELEVISION OR ANY MEDIA INTERVIEWS AT THE VENUE FROM THE TIME OF LOAD IN UNTIL ARTIST'S DEPARTURE FROM THE VENUE.

ELECTRICIAN

26. PURCHASER AGREES TO PROVIDE AND PAY FOR A QUALIFIED ELECTRICIAN TO BE AVAILABLE FROM THE ARRIVAL OF THE ARTIST'S EQUIPMENT UNTIL ITS DEPARTURE.

DRESSING ROOMS

27. PURCHASER AGREES TO PROVIDE NOT LESS THAN TWO (2) CLEAN, SECURE DRESSING ROOMS FOR THE EXCLUSIVE USE OF ARTIST AND ARTIST'S CREW FROM THE TIME OF LOAD IN UNTIL ARTIST AND ARTIST'S CREW HAVE LEFT THE VENUE.

28. DRESSING ROOMS SHALL BE EQUIPPED WITH TABLES, COMFORTABLE SEATING, WASHING AND TOILET FACILITIES. THE DRESSING ROOMS MUST BE EQUIPPED WITH FULL LENGTH MIRRORS AND FIFTEEN (15) CLEAN HAND TOWELS AND AT LEAST TWO 120 VOLT OUTLETS. DRESSING ROOMS MUST HAVE ADEQUATE ADJUSTABLE HEATING AND AIR CONDITIONING. ROOMS ARE TO BE LOCKABLE AND PROTECTED AT ALL TIMES DURING THE PERIOD OF THE ENGAGEMENT BY SECURITY PERSONNEL TO BE PROVIDED BY THE PURCHASER.

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SECURITY

29. PURCHASER AGREES TO GUARANTEE PROPER SECURITY AT ALL TIMES, TO ENSURE THE SAFETY OF THE ARTIST, ARTIST'S AUXILIARY PERSONNEL, INSTRUMENTS, VEHICLES AND ALL EQUIPMENT, COSTUMES AND PERSONAL PROPERTY PRIOR TO, DURING, AND AFTER THE ARTIST'S PERFORMANCE. PARTICULAR SECURITY MUST BE PROVIDED IN THE AREAS OF THE DRESSING ROOMS, STAGE, REMOTE MIXING CONSOLE AND ALL EXITS AND ENTRANCES TO THE VENUE. SECURITY PROTECTION TO COMMENCE UPON ARRIVAL OF THE ARTIST OR ARTIST'S CREW ON THE PREMISES. ALL SECURITY WILL BE "T-SHIRT-TYPE" PERSONNEL AND WILL BE UNDER THE SOLE DIRECTION OF ARTIST OR ARTIST'S TOUR MANAGER.

ARTIST APPEARANCES

30. THE PURCHASER AGREES NOT TO COMMIT THE ARTIST TO ANY PERSONAL APPEARANCES, INTERVIEWS, OR ANY OTHER FORMS OF PROMOTION WITHOUT WRITTEN CONSENT OF THE ARTIST OR ARTIST'S MANAGEMENT. ANY INTERVIEW REQUESTS SHOULD BE **FORWARDED TO: AVENUE MANAGEMENT GROUP, JOEL BRANDES @ 800 266-3077, FAX 800 390-4590. / JEFF DAVIDSON 310 312-0300 / FAX 310 479-1356**

VENUE INFORMATION AND DIRECTIONS

31. IT IS AGREED AND UNDERSTOOD THAT THE PURCHASER WILL PROVIDE STAGE PLANS, TECHNICAL SPECIFICATIONS ON EXISTING SOUND AND LIGHTING EQUIPMENT (IF ANY), TOWN MAPS AND DIRECTIONS INDICATING VENUE LOCATION, LOAD-IN, DOORS, ETC. ESPECIALLY ONE-WAY TRAFFIC SYSTEMS, AT NO COST TO THE ARTIST.

INSURANCE

32. PURCHASER AGREES TO PROVIDE COMPREHENSIVE GENERAL LIABILITY INSURANCE (INCLUDING, WITHOUT LIMITATION, COVERAGE TO PROTECT AGAINST ANY AND ALL INJURY TO PERSONS OR PROPERTY AS A CONSEQUENCE OF THE INSTALLATION AND/OR OPERATION OF THE EQUIPMENT AND INSTRUMENTS PROVIDED BY ARTIST AND/OR ITS EMPLOYEES, CONTRACTORS, AND AGENTS). SUCH LIABILITY INSURANCE SHALL BE IN THE AMOUNT REQUIRED BY THE VENUE, BUT IN NO EVENT SHALL HAVE A LIMIT LESS THAN ONE MILLION DOLLARS (\$1,000,000.) COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE. SUCH INSURANCE SHALL BE IN FULL FORCE AND EFFECT AT ALL TIMES ARTIST OR ANY OF ARTIST'S AGENTS, EMPLOYEES, OR INDEPENDENT CONTRACTORS ARE IN PLACE OF PERFORMANCE.

33. ARTIST AND ITS AGENT FOR THE ENGAGEMENT, PARADISE ARTISTS, INC., SHALL BE LISTED AS ADDITIONALLY NAMED INSURERS UNDER SUCH INSURANCE AND THIS SHALL BE INDICATED ON THE PERTINENT CERTIFICATE OF INSURANCE.

34. PURCHASER ALSO AGREES TO PROVIDE A POLICY OF WORKMAN'S COMPENSATION COVERING ALL OF PURCHASER'S EMPLOYEES OR THIRD-PARTY CONTRACTORS.

35. PURCHASER FURTHER AGREES TO PROVIDE FULL ALL-RISKS INSURANCE COVERAGE FOR ALL EQUIPMENT AND INSTRUMENTS PROVIDED BY ARTIST AND/OR ITS EMPLOYEES, CONTRACTORS, AND AGENTS AGAINST FIRE, VANDALISM, THEFT, RIOT, OR ANY OTHER TYPE OF ACT OR EVENT CAUSING HARM OR DAMAGE TO, OR LOST OF, THE INSTRUMENTS AND EQUIPMENT SO PROVIDED.

36. CERTIFICATES OF INSURANCE RELATING TO THE COVERAGE LISTED ABOVE SHALL BE FURNISHED BY PURCHASER TO ARTIST AT LEAST FOURTEEN (14) DAYS PRIOR TO THE ENGAGEMENT. ARTIST'S FAILURE TO REQUEST OR REVIEW SUCH INSURANCE CERTIFICATES SHALL NOT AFFECT ARTIST'S RIGHT OR PURCHASER OBLIGATIONS HEREUNDER. THE PURCHASER WARRANTS THAT HE HAS COMPLETE AND

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ADEQUATE PUBLIC LIABILITY INSURANCE. THIS CERTIFICATE MUST BE PRODUCED TO THE ARTIST UPON REQUEST.

TAXES

37. PURCHASER SHALL PAY AND HOLD ARTIST HARMLESS OF AND FROM ANY AND ALL TAXES, FEES, DUES AND THE LIKE RELATING TO THE ENGAGEMENT HEREUNDER AND THE SUMS PAYABLE TO ARTIST SHALL BE FREE OF SUCH TAXES, FEES, DUES AND THE LIKE, *except income taxes.*

INDEMNIFICATION

38. PURCHASER SHALL INDEMNIFY AND HOLD THE ARTIST AND ALL PERSONS AND ENTITIES (MANAGEMENT PERSONNEL, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, AND ATTORNEYS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES, COURT COSTS, AND OTHER PROFESSIONAL FEES), OR JUDGMENTS ARISING OUT OF, OR IN CONNECTION, ANY CLAIM, DEMAND, OR ACTION MADE BY ANY THIRD PARTY, IF SUCH ARE SUSTAINED AS A DIRECT OR INDIRECT CONSEQUENCE OF THE ENGAGEMENT, *unless caused by the willful, negligent or reckless conduct of the Artist and all persons and entities, as described above.*

39. PURCHASER SHALL ALSO INDEMNIFY AND HOLD ARTIST AND ITS EMPLOYEES, CONTRACTORS, AND/OR AGENTS FROM AND AGAINST ANY AND ALL LOSS, DAMAGE AND/OR DESTRUCTION OCCURRING TO ITS AND/OR ITS EMPLOYEES' CONTRACTORS, OR AGENTS, INSTRUMENTS AND EQUIPMENT AT THE PLACE OF THE ENGAGEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGE, LOSS OR DESTRUCTION CAUSED BY AN ACT OF GOD.

PURCHASER ASSUMES LIABILITY

40. EXCEPT AS OTHERWISE HEREIN SPECIFICALLY PROVIDED, PURCHASER HEREBY ASSUMES FULL LIABILITY AND RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL COST, EXPENSES, CHARGES, CLAIMS, LOSSES, LIABILITIES, AND SHOW OR SHOWS IN WHICH ARTIST IS TO APPEAR HEREUNDER.

CHOICE OF LAW / FORUM

41. THIS AGREEMENT SHALL BE DEEMED MADE AND ENTERED INTO IN THE STATE OF *Illinois* CALIFORNIA AND SHALL BE GOVERNED BY ALL OF THE LAWS OF SUCH STATE APPLICABLE TO AGREEMENTS WHOLLY TO BE PERFORMED THEREIN.

ANTICIPATORY BREACH

42. IF ON OR BEFORE THE DATE OF ANY SCHEDULED PERFORMANCE HEREUNDER, THE FINANCIAL STANDING OR CREDIT OF PURCHASER HAS BEEN IMPAIRED OR IS UNSATISFACTORY, ARTIST SHALL HAVE THE RIGHT TO DEMAND PAYMENT FOR FORTHWITH OF THE GUARANTEED COMPENSATION SPECIFIED ABOVE, AND IF PURCHASER FAILS OR REFUSES TO MAKE SUCH PAYMENT FORTHWITH, ARTIST SHALL THEN HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IN THE EVENT OF SUCH CANCELLATION ARTIST SHALL HAVE NO FURTHER OBLIGATION TO PURCHASER HEREUNDER, AND SHALL RETAIN ANY MONIES THERETOFORE PAID TO ARTIST BY PURCHASER.

FAILURE TO FULFIL OBLIGATIONS

43. EACH ONE OF THE TERMS AND CONDITIONS OF THIS CONTRACT IS OF THE ESSENCE OF THIS AGREEMENT AND NECESSARY FOR ARTIST'S FULL PERFORMANCE HEREUNDER. IN THE EVENT PURCHASER REFUSES OR NEGLECTS TO PROVIDE ANY OF THE ITEMS HEREUNDER STATED, AND/OR FAILS TO MAKE ANY OF THE PAYMENTS AS PROVIDED HEREUNDER, ARTIST SHALL HAVE THE RIGHT TO REFUSE TO PERFORM THIS CONTRACT, SHALL RETAIN ANY AMOUNTS THERETOFORE PAID TO ARTIST BY PURCHASER SHALL

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REMAIN LIABLE TO ARTIST FOR THE AGREED PRICE HEREIN SET FORTH. IN ADDITION, IF, ON OR BEFORE THE DATE OF ANY SCHEDULED CONCERT, PURCHASER HAS FAILED, NEGLECTED, OR REFUSED TO PERFORM ANY CONTRACT WITH ANY OTHER PERFORMER FOR ANY EARLIER ENGAGEMENT, OR IF THE FINANCIAL STANDING OR CREDIT OF PURCHASER HAS BEEN IMPAIRED OR IS IN ARTIST'S OPINION UNSATISFACTORY, ARTIST SHALL HAVE THE RIGHT TO DEMAND THE PAYMENT OF THE GUARANTEED COMPENSATION FORTHWITH, ARTIST SHALL HAVE THE RIGHT TO CANCEL THIS ENGAGEMENT BY NOTICES TO PURCHASER TO THAT EFFECT, AND IN SUCH EVENT ARTIST SHALL RETAIN ANY AMOUNT THERETOFORE PAID TO ARTIST BY PURCHASER.

MODIFICATION OF CONTRACT

44. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT MAY NOT BE CHANGED, MODIFIED, OR ALTERED, EXCEPT BY AN INSTRUMENT IN WRITING, SIGNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. THIS CONTRACT MAY NOT BE ASSIGNED, OR CHANGED, MODIFIED, OR ALTERED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY THE PARTIES. NOTHING IN THIS AGREEMENT SHALL REQUIRE THE PERFORMANCE OF ANY ACT CONTRARY TO THE LAW OR TO THE RULES OR REGULATIONS OF ANY UNION, GUILD, OR SIMILAR BODY HAVING JURISDICTION OVER SERVICES OR ARTIST OR OVER THE PERFORMANCE HEREUNDER. WHENEVER THERE IS ANY CONFLICT BETWEEN ANY PROVISIONS OF THIS CONTRACT AND ANY LAW, OR ANY SUCH RULE OR REGULATION OF ANY SUCH UNION, GUIDE OR SIMILAR BODY, SUCH LAW, RULE OR REGULATION SHALL PREVAIL, AND THIS CONTRACT SHALL BE MODIFIED TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT. THIS IS THE SOLE AND COMPLETE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE ENGAGEMENT. NOTHING IN THIS CONTRACT SHALL BE CONSTRUED TO CONSTITUTE THE PARTIES AS A PARTNERSHIP OR JOINT VENTURE, AND ARTIST SHALL NOT BE LIABLE IN WHOLE OR IN PART FOR ANY OBLIGATION THAT MAY BE INCURRED BY PURCHASER IN CARRYING OUT ANY OF THE PROVISIONS HEREOF, OR OTHERWISE.

TERMINATION, CANCELLATION AND BREACH

45. ARTIST MAY CANCEL OR TERMINATE THIS CONTRACT AND THE SERVICES TO BE RENDERED HEREUNDER, WITHOUT LIABILITY, ON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO PURCHASER.

46. IN THE EVENT OF ILLNESS AND/OR INJURY TO THE ARTIST, ARTIST'S EMPLOYEES, AND/OR CONTRACTORS, BREAKDOWN OR FAILURE OF THE TRANSPORTATION OF ARTIST, ARTIST'S EMPLOYEES AND/OR CONTRACTORS, THEIR ROAD CREW OR EQUIPMENT, ANY ACT OF GOD, OR EVENT BEYOND THE CONTROL OF THE ARTIST, INCLUDING BUT NOT LIMITED FIRE, FLOOD, EPIDEMIC, RIOT OR PUBLIC DISORDER, THE ARTIST RESERVES THE RIGHT TO CANCEL THE CONTRACT. THE ARTIST WILL IN NO WAY BE LIABLE FOR ANY LOSS, EITHER FINANCIAL OR OTHERWISE, INCURRED BY PURCHASER DUE TO SUCH A CANCELLATION.

47. IF YOU HAVE READ THIS FAR, THANK YOU. WE'RE PLEASED THAT YOU CARE. PLEASE PROCEED. YOU HAVE EXHIBITED THAT YOU ARE THE TYPE OF PERSON WHO IS INTERESTED IN TAKING THE TIME TO ENSURE THAT THE UPCOMING PERFORMANCE COMES OFF WITHOUT A HITCH. THANKS!

48. IN THE EVENT OF BREACH BY PURCHASER OF ANY OF THE TERMS, COVENANTS, OR CONDITIONS OF THIS CONTRACT, ARTIST SHALL NOT BE REQUIRED TO PERFORM HEREUNDER, AND PURCHASER SHALL PAY ARTIST THE FULL AMOUNT OF THE GUARANTEED PAYMENTS REQUIRED TO BE MADE TO ARTIST HEREUNDER AS LIQUIDATED DAMAGE FOR THE EMPLOYER'S BREACH.

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FORCE MAJEURE

49. 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 OTHER ACT OR ORDER OF ANY PUBLIC AUTHORITY OR ANY CAUSE, SIMILAR OR DISSIMILAR, BEYOND ARTIST'S CONTROL.

50. PROVIDED ARTIST IS 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 EVENTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING EVENTS WHICH WOULD PREVENT OR INTERFERE WITH THE PRESENTATION OF THE SHOW HEREUNDER.

INCLEMENT WEATHER

51. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, INCLEMENT WEATHER SHALL NOT BE DEEMED TO BE A FORCE MAJEURE OCCURRENCE AND THE PURCHASER SHALL REMAIN LIABLE FOR PAYMENT OF 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.

PARAGRAPH HEADINGS

52. PARAGRAPH HEADINGS ARE INSERTED IN THIS RIDER FOR CONVENIENCE ONLY AND ARE NOT TO BE USED IN INTERPRETING THIS AGREEMENT.

OTHER PURCHASER OBLIGATIONS:

PURCHASER SHALL PROVIDE THE FOLLOWING AT NO COST TO ARTIST:

53. TWENTYFOUR (24) COMPLIMENTARY TICKETS PER SHOW WITHIN THE FIRST TEN (10) ROWS. IF PLACE OF PERFORMANCE IS OTHER THAN A THEATRE AND/OR CABARET OR NIGHTCLUB, A BOOTH AND/OR TABLES COMPRISING OF MINI-CABARET OF SIX (6) SEATS WITH SIGN STATING, "RESERVED FOR GUESTS OF WAR" MUST BE AVAILABLE FOR EACH PERFORMANCE AND IF NOT TO BE USED AT SAID PERFORMANCE WILL BE RELEASED BY ARTIST OR THEIR REPRESENTATIVE. TWENTY (20) ADDITIONAL COMPLIMENTARY TICKETS PER SHOW WITHIN THE FIRST TEN (10) ROWS FOR MEMBERS OF THE PRESS OR MEDIA AND GUEST OF ARTIST'S RECORD LABEL. ALL UNUSED TICKETS WILL BE RETURNED TO PURCHASER TO BE SOLD AT THE BOX OFFICE.

FREE VENUE - No Tickets,



54. ANY VENUE OVER 6,500 (SIXTY FIVE HUNDRED) FEET IN ALTITUDE, OXYGEN WILL BE REQUIRED.

55. SOUND, LIGHTING AND BACKLINE TO ARTIST'S SPECIFICATIONS. (SEE PRODUCTION AND BACKLINE SPECIFICATIONS ATTACHED).

56. CATERING TO ARTIST'S SPECIFICATIONS (SEE CATERING ATTACHED).

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ACCOMMODATIONS

57. PURCHASER SHALL PROVIDE AND PRE-PAY IN ADVANCE HOTEL ROOMS FOR ARTIST AND ARTIST'S PERSONNEL, AT PURCHASER SOLE EXPENSE, AS FOLLOWS:

- WHEN ARRIVING BY AIRPLANE OR TRAIN, ARTIST WILL REQUIRE ELEVEN (11) SINGLES AND ONE (1) LUXURY 1 BEDROOM SUITE.
- WHEN ARRIVING BY TOUR BUS, ARTIST WILL REQUIRE TWELVE (12) SINGLES AND ONE (1) LUXURY 1 BEDROOM / TWO BATHROOM SUITE.

58. HOTEL MUST BE OF SIMILAR QUALITY TO THAT OF "MARRIOTT", "SHERATON", "HILTON" OR "HOLIDAY INN". HOTEL MUST BE WITHIN A TEN (10) MINUTE TRAVEL TIME TO AND FROM VENUE BY BUS OR AUTO. HOTEL MUST BE IN A SAFE AND CLEAN LOCATION NEAR VENUE. PREFERABLY WALKING DISTANCE. INFORMATION INCLUDING FULL ADDRESS, PHONE AND FAX NUMBERS MUST BE PROVIDED TO ARTIST'S TOUR MANAGER AT LEAST THREE (3) WEEKS PRIOR TO ENGAGEMENT.

GROUND TRANSPORTATION

59. **TWO (2) FIRST CLASS FIFTEEN (15) PASSENGER VANS**, FOR FOURTEEN (14), ONE 15 PASSENGER VAN FOR ARTIST. ONE (1) 15 PASSENGER VAN WITH 3 BACK SEATS OUT FOR CREW AND ARTIST EQUIPMENT. FROM HOTEL, TO VENUE FOR SOUND CHECK, FROM VENUE TO HOTEL AFTER SOUND CHECK, FROM HOTEL TO VENUE FOR SHOW, AND FROM VENUE TO HOTEL AFTER SHOW. NO PERSONAL VEHICLES OR PICK UP TRUCKS MAY BE USED.

ON DATES WHERE ARTIST IS FLYING TO OR FROM ENGAGEMENT

1. **TWO (2) FIRST CLASS FIFTEEN (15) PASSENGER VANS** FOR BAND, CREW AND ARTIST EQUIPMENT FROM AIRPORT TO HOTEL, TO VENUE FOR SOUND CHECK, FROM VENUE TO HOTEL AFTER SOUND CHECK, FROM HOTEL TO VENUE FOR SHOW AND FROM VENUE TO HOTEL AFTER SHOW. VENUE, HOTEL OR STORAGE TO AIRPORT.
2. **ONE (1) FIFTEEN (15) PASSENGER VAN (WITH 3 BACK SEATS OUT)** TO TRANSPORT CREW AND ARTIST EQUIPMENT FROM AIRPORT TO VENUE, FOR LOAD IN, **ONE (1) FIFTEEN (15) PASSENGER VAN AND ONE (1) TOWN CAR** TO TRANSPORT ARTIST FROM AIRPORT TO HOTEL TO VENUE BACK TO HOTEL AND BACK TO AIRPORT FOR ARTIST'S NEXT FLIGHT OUT.
3. **SECURE AND BONDED OVERNIGHT STORAGE.**

ALL TRANSPORTATION HEREIN SHALL BE AT THE DIRECTION OF ARTIST TOUR MANAGER. GROUND TRANSPORTATION INFORMATION AND CONTACT PHONE NUMBERS MUST BE PROVIDED TO ARTIST'S TOUR MANAGER AT LEAST THREE (3) WEEKS PRIOR TO ENGAGEMENT.

4. **FOUR (4) LOADERS / STAGE HANDS** TO ASSIST ARTIST'S CREW.
5. **LOADERS TO BE UNDER THE SOLE DIRECTION OF ARTIST'S STAGE MANAGER.**
6. **LOADERS TO BE AVAILABLE FROM LOAD IN TO END OF SOUND CHECK AND FROM END OF PERFORMANCE TO END OF LOAD OUT AS WELL AS DURING ANY SET CHANGES.**
7. **FIVE (5) SECURITY GUARDS** FROM DOORS OPEN UNTIL ARTIST AND ARTIST'S EQUIPMENT LEAVES VENUE.
8. **ONE GUARD AT DRESSING ROOM DOOR, TWO ON STAGE, ONE AT FRONT HOUSE SOUND BOARD, ONE AT VEHICLES.**

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9. GUARDS ARE TO BE UNDER DIRECTION OF VENUE AND TOUR MANAGER.

THANK YOU FOR YOUR COOPERATION; WE LOOK FORWARD TO OUR APPEARANCE AT YOUR FACILITY.

PURCHASER




JOEL BRANDES / JEFF DAVIDSON F/S/O WAR

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CATERING

PURCHASER TO PROVIDE AND PAY FOR FOOD AND BEVERAGES AS FOLLOWS:

1. **AT LOAD-IN:**
FRESH COFFEE AND COFFEE SERVICE, SODAS, ASSORTED FRUIT JUICES AND BOTTLED WATER.
A) IF MORNING LOAD-IN: BAGELS / CREAM CHEESE AND DOUGHNUTS FOR 15.
B) IF AFTERNOON OR EVENING LOAD-IN: SANDWICHES FOR 15.
C) TWELVE (12) RED BULLS
2. **AFTER SOUND CHECK (OR AT THE END OF LOAD-IN WHEN NO SOUND CHECK TAKES PLACE):**
HOT DINNER FOR 15 PEOPLE. PLEASE NOTE THAT QUANTITY OF FOOD / NUMBER OF MEALS SHOULD BE DETERMINED BY THE NUMBER OF PERSONNEL ON THE PREMISES AT THE TIME. IF ARTIST IS NOT AT VENUE AT THE TIME DINNER IS SERVED, ARRANGEMENTS SHOULD BE WITH ARTIST'S TOUR MANAGER FOR SIMILAR HOT MEAL TO BE SERVED TO ARTIST UPON ARRIVAL. MEALS MUST CONSIST OF SALAD (INCLUDING A VARIETY OF DRESSINGS), TWO (2) SIDE DISHES (IE. VEGETABLES PLUS POTATOES, NOODLES, OR RICE ETC...) AND A MAIN COURSE ENTRÉE. WE WELCOME AND APPRECIATE YOUR SUGGESTIONS OF LOCAL FAVORITES AND SPECIALTIES (CAJUN DISHES IN LOUISIANA, BARBECUE DISHES IN TEXAS, ETC...).
PLEASE NOTE: TWO (2) BAND MEMBERS ARE VEGETARIANS. VEGETARIAN MEALS WILL BE REQUIRED.
3. **DINNER MEAL BUY-OUT**
IF NO HOT, SIT DOWN MEAL IS PROVIDED AT THE VENUE BY PURCHASER, THEN PURCHASER AGREES TO A "BUY-OUT" MEAL AND WILL PROVIDE ARTIST'S TOUR MANAGER WITH A CASH PAYMENT EQUAL TO \$30.00 (U.S.D.) PER EACH MEMBER OF ARTIST'S TOURING PARTY.
4. **IN ARTIST'S DRESSING ROOM TWO (2) HOURS PRIOR TO ARTIST'S SHOW TIME:**
-FRESH GREEN SALAD (MIXED GREENS!) WITH FRESH VEGETABLE TOPPINGS / ASSORTED DRESSINGS INCLUDE SESAME SEED DRESSING / COLD PASTA DISH / ONE (1) TRAY OF ANY SNACKS - (i.e., CHIPS & SALSA, PRETZEL STICKS with DIPS, PEANUT BUTTER CRACKERS, COOKIES, ETC...
-DELI TRAY FOR TEN (10) WITH ASSORTED MEATS, CHEESES, BREADS, AND CONDIMENTS
-VEGETABLE TRAY WITH FRESH TOMATOES, CARROTS, BROCCOLI, ETC...
-FRESH FRUIT (**whole fruits only please**) Apples, Oranges, Bananas, Pears FOR FIFTEEN (15) PEOPLE
-ASSORTED CHOICE OF HERBAL (green) TEAS. WITH HONEY
-FRESH STRONG BLACK COFFEE AND COFFEE SERVICE
-A CONTINUOUS & AMPLE SUPPLY OF FRUIT JUICES, SODAS, AND BOTTLED SPRING WATER
-A CONTINUOUS & AMPLE SUPPLY OF UTENSILS, CUPS, BOTTLE OPENERS, NAPKINS, ICE, ETC...
-FOURTEEN (14) MEDIUM CLEAN COTTON HAND TOWELS
-12 SELTZER WATERS (unflavored)
~~TWO (2) BOTTLES OF NICE RED MERLOT WINE & 18 PACK OF BUD LIGHT & TACATE BEER~~
5. **STAGE-** FOURTEEN (14) BOTTLES SPRING WATER. FOURTEEN (14) MEDIUM CLEAN COTTON HAND TOWELS. PLEASE NOTE THAT IF ARTIST IS REQUIRED HEREIN TO PERFORM TWO (2) SHOWS IN ONE (1) EVENING, THEN ARTIST RESERVES THE RIGHT TO:
MUNICIPALITY IS UNABLE TO PROVIDE ALCOHOL.

- A) RE-SCHEDULE HOT SIT-DOWN DINNER TO BE SERVED BETWEEN PERFORMANCES.
- B) HAVE AN ADDITIONAL FOURTEEN (14) BOTTLES OF SPRING WATER AND FOURTEEN (14) MEDIUM CLEAN COTTON HAND TOWELS AVAILABLE AT THE STAGE FOR SECOND PERFORMANCE.

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PRODUCTION AND SOUND SYSTEM SPECIFICATIONS

PURCHASER TO PROVIDE AND PAY FOR SOUND AND LIGHTING EQUIPMENT AS FOLLOWS (OR EQUIVALENT, SUBJECT TO APPROVAL BY ARTIST REPRESENTATIVE, SUBMITTED IN WRITING TO: PARADISE ARTISTS, INC. (805) 646-8433 / fax (805) 646-3367 bob@paradiseartists.com .

PRODUCTION MGR / F.O.H. ARMANDO MORALES 323 254-6646 / FAX 323 254-5360 / E-MAIL: moralesarmando@msn.com
PLEASE CALL ARMANDO WITH ANY TECH QUESTIONS. PLEASE FOR THE CREW HAVE TWELVE (12) RED BULL DRINKS AT TIME OF LOAD IN.

1) **STAGE REQUIREMENTS:**

MINIMUM REQUIRED STAGE SIZE:	32' WIDE X 24' DEEP X MINIMUM OF 4' HIGH
SOUND SYSTEM WINGS:	8' WIDE X 6' DEEP X MINIMUM 4' HIGH
STAIRS:	STABLE WITH HANDRAIL AND LOW LIGHTING IF POSSIBLE
SKIRTING:	BLACK, NEATLY ARRANGED
ONE CARPETED PERCUSSION RISERS:	8' WIDE X 8' DEEP X 2' HIGH
ONE CARPETED DRUM RISER:	8' WIDE X 8' DEEP X 3' HIGH
ONE CARPETED BASS RISER:	8' WIDE X 8' DEEP X 2' HIGH

2. **SOUND SYSTEM:** 6 (SIX) NINE VOLT BATTERIES / 8 (EIGHT) DOUBLE AA BATTERIES (PROCELL)

HOUSE MIXER:	YAMAHA 5 D or M7, MIDAS, SOUNDCRAFT SERIES 5, YAMAHA 4 K
HOUSE EFFECTS:	3 REVERB UNITS-EITHER SPX-90'S, SPX-900'S, REV-5'S, REV-7'S, LEX, PCM 60'S 1 DIGITAL DELAY 8 GATES 15 PATCHABLE COMPRESSORS

MONITOR MIXER:	5-D, MIDAS, SOUNDCRAFT SERIES 5 MONITOR CONSOLE, YAMAHA 4000M WITH 1/3 OCTAVE GRAPHIC EQ PER EACH MIX. 8 GATES and 15 COMPS TOTAL MIXES 11. 2 SIDE FILL MIXES / 9 ON STAGE MIXES) CONSOLE MUST HAVE VCA'S AND INDIVIDUAL PRE AND POST PER AUX
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MICROPHONES:	SHURE 57'S & 58'S, EV-408'S OR 421'S AND CONDENSOR MICS FOR OH, HI-HATS AND TOY MICS. TWO SHURE WIRELESS WITH BETA 58 HEADS AND TWO SHURE WIRELESS LAVALIERS OR CLIP-ONS FOR SAX
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D.I. BOXES:	8 LINE TRANSFORMERS FOR KEYS, BASS, HARP, & GTR
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HOUSE SPEAKERS:	AT LEAST A THREE WAY, TRI-AMPED SYSTEM. JBL, EAW, TURBOSOUND OR ELECTROVOICE. PROPRIETARY SYSTEMS SHOULD BE THE SAME CALIBER AS CLAIR BROS. SHOWCO, OR DB AUDIO BOXES. THE SYSTEM SHOULD BE ABLE TO GENERATE 110 DB AT THE MIX POSITION (100 FEET FROM THE FRONT OF THE STAGE WHENEVER POSSIBLE). MINIMUM POWER OF AT LEAST 5000 WATTS PER SIDE MONITOR SPEAKERS FOR DRUMS MUST BE A THREE WAY SYSTEM (WEDGE & SUB)
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NO SUBSTITUTIONS BACK LINE NO SUBSTITUTIONS

ONE (1) KORG TRINITY PLUS KEYBOARD

ONE (1) ROLAND VK-8 ORGAN / KEYBOARD

ONE (1) KEYBOARD SCISSOR STAND (HEAVY DUTY) / SINGLE TIER

ONE (1) QUIKLOK KEYBOARD STAND

THREE (3) GUITAR AMPS.

1. **FENDER SUPER REVERB RE-ISSUE AND A BACK UP FENDER SUPER REVERB RE-ISSUE W SLANTED MARSHAL 4X12 CABINET or SLANTED MARSHAL 2X12 CABINET**
2. **SWR ACOUSTIC STRAWBERRY CA. BLONDE or FENDER ACOUSTASONIC SFX II or PRO WITH 3 GUITAR STANDS**

ONE (1) HARP AMP

1. **ONE (1) ROLAND JC 120 with effects loop/insert**

ONE (1) BASS RIG

1. **AMPEG SVT CLASSIC Head (Silver Face W/ Lt. Blue Lettering) or SVT Pro 4 BASS AMP W/ AMPEG. 8X10 CABINET WITH 2 BASS GUITAR STANDS**

ONE (1) 6 PIECE DRUM SET W / HARDWARE & CYMBALS

1. **YAMAHA RECORDING SERIES ONE – DOUBLE KICK PEDAL/ PEARL, IRON COBRA**
2. **DW 6 PIECE DRUM SET(or) ONE – 10" & ONE 12" TOMS (RACK MOUNT)**
3. **PEARL PRO SERIES TWO – FLOOR TOMS 16" & 18" / 1 EXTRA SNARE**

CYMBALS: 1 22" RIDE, 17" THIN, 18" CRASH, 20" CHINA, 16" THIN CRASH, 7 CYMBAL STANDS

PERCUSSION: CONGAS (CONGA, TUMBA) W / HARDWARE (CRADLE STANDS)

1. **TOCA TRADITION SERIES**
2. **LP ** PLUS ONE (1) TREE WORKS OR LP "72 DOUBLE BAR WIND CHIMES" (LARGE)**

TIMBALES: 14 INCH & 15 INCH W / HARDWARE & STAND

1. **TOCA.**
2. **LP**

BONGOS: 1. **TOCA TRADITIONAL SERIES W / HARDWARE & STAND**

2. **LP**

DRUM, PERCUSSION & BASS RISERS:

1. **ONE - TWO (2) FOOT HIGH DRUM RISER / EIGHT (8) X EIGHT (8) SQUARE**
2. **ONE - ONE (1) FOOT HIGH PERCUSSION RISER / EIGHT (8) X EIGHT (8) SQUARE**
3. **ONE – ONE (1) FOOT HIGH BASS RISER / EIGHT (8) X EIGHT (8) SQUARE**

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INPUT LIST

1. KICK DRUM 1		Beta 52	(GATE)
2. KICK DRUM 2		SM-91	(GATE)
3. SNARE DRUM 1 UP		Beta 57	(COMP)
4. SNARE DRUM 1 DOWN		SM 57	(GATE)
5. HI HAT		Condenser	
6. RACK TOM 1		SM 98/ EV 408	(GATE)
7. RACK TOM 2		SM 98/ EV 408	(GATE)
8. FLOOR TOM 1		SM 98/ EV 408	(GATE)
9. FLOOR TOM 2		SM 98/ EV 408	(GATE)
10. OH-1		Condenser	
11. OH-2		Condenser	
12. COW BELL (Mounted On 16" FLOOR TOM)		SM 57	
13. CONGA 1		SM 57/ EV 408	
14. CONGA 2		SM 57/ EV 408	
15. TIMBALES LARGE BELL MOUNTED		SM 57	
16. TIMBALES SMALL BELL MOUNTED		SM 57	
17. TIMBALES DOWN		SM 57	
18. BONGO'S		SM 57	
19. TOY OVERHEAD (NEAR CHIMES)		Condenser	
20. BASS		DI	(COMP)
21. BASS		MIC	(COMP)
22. KEYS KORG TRINITY	LEFT	DI	
23. KEYS ROLAND VK-8	RIGHT	DI	
24. KEYS ROLAND VK-8	LEFT	DI	
25. KEYS ROLAND VK-8	LEFT	DI	
26. ELECTRIC GUITAR	LEFT (MIC.)	SM-57	
27. ELECTRIC GUITAR	RIGHT (MIC)	SM-57	
28. ACOUSTIC GTR		DI	(COMP)
29. ACOUSTIC GTR	(MIC)	SM-57	(COMP)
30. HARP		DI	(COMP)
31. HARP	(MIC)	SM-57	(COMP)
32. SAX (WIRELESS MIC.)		CLIP-ON	(COMP)
33. SAX (HARDWIRE SPARE MIC)		CLIP-ON	(COMP)
34. VOCAL - GUITAR		Beta 58	(COMP)
35. VOCAL - VK-8 LEAD / WIRELESS		Beta 58	(COMP)
36. VOCAL - HARP		Beta 58	(COMP)
37. VOCAL - SAX		Beta 58	(COMP)
38. VOCAL - BASS		Beta 58	(COMP)
39. VOCAL - DRUMS		Beta 58	(COMP/GATE)
40. VOCAL - VK-8 SPARE WIRELESS		Beta 58	
41. FX RETURN			
42. FX RETURN			
43. FX RETURN			
44. FX RETURN			

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ROOM LIST

11 SINGLES / 1 SUITE

1.	LONNIE JORDAN	NON-SMOKING	KING	** LUXURY SUITE **
2.	MITCHELL KASHMAR	NON-SMOKING	KING	
3.	FERNANDO HARKLESS	NON-SMOKING	KING	
4.	MARCOS REYES	NON-SMOKING	KING	
5.	STUART ZIFF	NON-SMOKING	KING	
6.	SAL RODRIGUEZ	NON-SMOKING	KING	
7.	FRANCISCO TOMASELLI	NON-SMOKING	KING	
8.	RICHARD MARCH	NON-SMOKING	KING	
9.	MASAHIRO TSUZUKI	NON-SMOKING	KING	
10.	ANDRE TRUDEL	NON-SMOKING	KING	
11.	JEFF DAVIDSON	SMOKING	KING	
12.	ARMANDO MORALES	NON-SMOKING	KING	

- IF THE BAND IS TRAVELLING BY BUS, PLEASE RESERVE ONE ADDITIONAL SINGLE WITH KING FOR THE BUS DRIVER.

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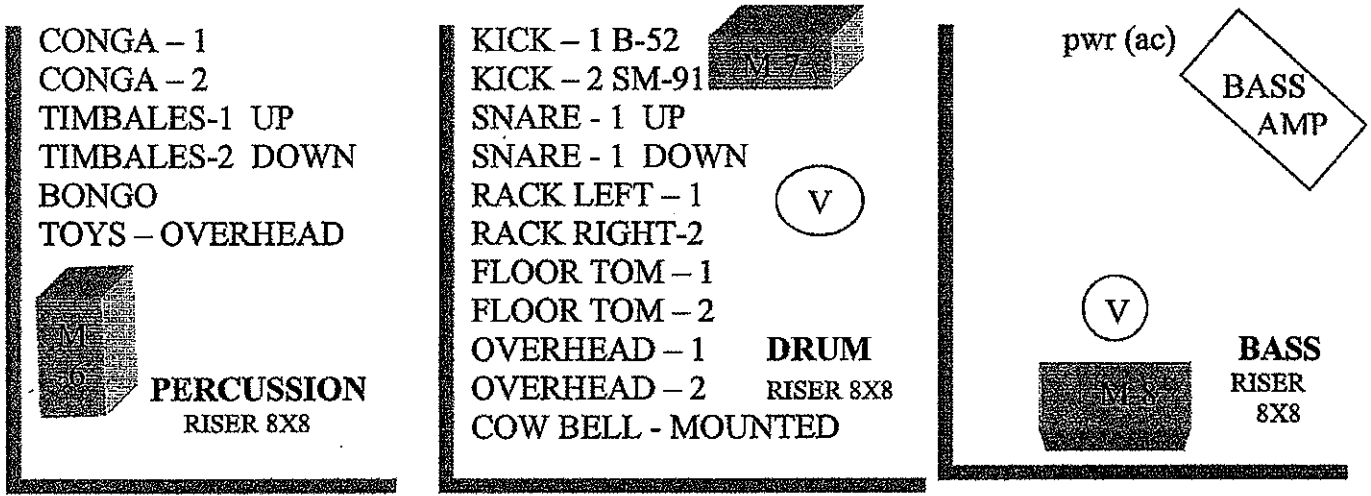
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1- 10' x 10' WAR BACK DROP / WAR STAGE PLOT



pwr quad (ac) Key DP's mic. snake

ACOUSTIC AMP SUPER REVERB RE ISSUE AMP

4X12
Marshal

JC-120
Harp Amp

pwr (ac)

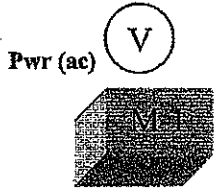
GUITAR

Acoustic Di

HARP

SAX

No cables here

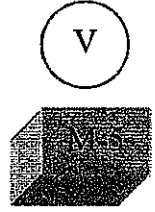


KORG
TRINITY 1

STEREO MIX

ROLAND
VK-8

no cables here



No cables here

No cables here

no cables here

WIRELESS V

MAKE SURE SIDE FILLS ARE IN FRONT OF MONITORS
NO CABLE RUNS HERE ** KEEP THIS AREA CLEAR

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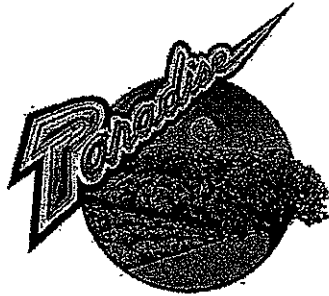
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