

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA**

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 American Federation of Musicians of the United States and Canada, Artist: Vertical Horizon, Under Contract #82245, (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 That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.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

Paradigm  
600 North Street  
Monterey, California 93940  
Ph: 831-378-4889 Fax: 831-378-2823

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION") TO FOR TRAVELING ENGAGEMENTS ONLY

PARADIGM "AGREEMENT NO. 008128"



ANY AND ALL BOOKS AND ARTIST AGREEMENTS ATTACHED HERETO ARE MADE A PART HEREOF ARTIST AND ARTIST Corp. Attention Located on Reverse Side

Made This Date: 03/25/2008

UNION LOCAL#: CONTRACT#: 82245

AGENT: Dan Weiner

Whenever This 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, Paradigm, Acts Only As An Agent For ARTIST And Assumes No Liability Hereunder, THIS CONTRACT For The Personal Services Of ARTIST On The Engagement Described Below Is Made Between The Undersigned PURCHASER (Herein Called "PURCHASER") And The Undersigned COMPANY (Herein Called "ARTIST").

ARTIST: VERTICAL HORIZON  
VENUE: The Village of Downers Grove  
Highland and Maple  
DuPage, Illinois  
DATES: Thu. 05/26/2008  
TIMES: #SHOWS: 1  
ARTIST TIME-8:15 pm DOORS-6:00 pm  
OPENING ACT-7:30 pm

-----TICKET SCALING-----			
3,000	@	\$10.00 =	\$30,000.00
	@	\$0.00 =	\$0.00
	@	\$0.00 =	\$0.00
	@	\$0.00 =	\$0.00
-----			
3,000	POTENTIAL:		\$30,000.00
TAX#: 0.0000	(/) TAX AMT:		\$0.00
	NET:		\$30,000.00

AGES: ALL AGES

NOTES: G.A./

COMPENSATION: \$22,500.00 Guarantee plus purchaser to provide and pay for hotel accommodations, ground transportation, and backline, as required and approved by Artist/  
Rain or shine/

DEPOSIT: \$11,250.00 due by 05/27/2008 by wire transfer to our Paradigm escrow acct.#112-414-606 at City National Bank, Beverly Hills, CA. ABA#122016066/BALANCE to ARTIST, prior to performance on evening of show in cash, money order, or cashier's check, made payable to: Vertical Horizon, Inc. FEDERAL ID/SS#: 54-1671241

PRODUCTION: Purchaser to provide and pay for sound and lights, approved by Artist/  
PRODUCTION CONTACT: Richard Peck:630-233-1932/

BILLING: (in All media and marquee ARTIST to receive) 100% Headline/  
VERTICAL HORIZON to close show/Local Opening Act (TBA)/

SUPPORT DEAL: Purchaser to provide and pay for local opening act, approved by Artist/  
MERCH. DEAL: 80.0% Artist Sells/  
CD/DVD MERCH. TO ARTIST: TBA/

For admts and radio spots please contact Bill Young @ 281.240.7400/

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.

via: email only

ARTIST RESERVES THE RIGHT TO UPDATE THEIR RIDER AT ANY TIME PRIOR TO PERFORMANCE; CONTRACT AND ATTACHED RIDER TO BE SIGNED AND IMMEDIATELY RETURNED TO PARADIGM.  
1. No performance on this engagement shall be recorded, reproduced or transmitted from the musical performance, in any manner or by any means whatsoever, in the absence of a specific written agreement of the Federation relating to and covering such recording, reproduction or transmission. The provisions that can be subject to any procedure of arbitration and the American Federation of Musicians ("Federation") may enforce this provision in any court of competent jurisdiction.  
2. If it is not understood by the PURCHASER and the ARTIST(S) who are parties to this contract that neither the Federation nor the Local Union nor PARADIGM are parties to this contract in any capacity except as expressly provided in 1 above and, therefore, that neither the Federation nor the Local Union nor PARADIGM shall be liable for the performance or breach of any provision hereof.  
3. A release and hold harmless agreement, that also covers the artist, shall be required for purposes of compensating with the ARTIST(S) performing the engagement and the PURCHASER.  
4. The agreement of the ARTIST(S) to perform is subject to terms collection by student, academic, race, ethnic, religious, acts of God, or any other legitimate procedure applicable contract.  
5. If the ARTIST is ready, willing and able to perform, PURCHASER agrees to compensate ARTIST in accordance with the terms hereof, in full, regardless of acts of God, fire, accident, foul, strike or any specific) of any kind of character whatsoever.  
6. PURCHASER's violation of or failure to perform or fulfil any of the terms, conditions, or conditions set forth in this agreement that constitute a material breach, which shall entitle the ARTIST not to appear or perform for any performance(s) of this engagement without any liability to ARTIST, and in such event, Purchaser shall be obligated to ARTIST for the full amount of the compensation guaranteed to ARTIST, in addition to any and all other remedies for such breach which remedies shall be cumulative. Each term, condition and condition hereof is an essential condition precedent to ARTIST'S obligation to perform and any breach by PURCHASER shall entitle ARTIST, (purchaser) without limitation, damages for any loss of good will and injury to ARTIST'S reputation, all costs and disbursements of ARTIST in reliance upon this agreement and ARTIST'S actual attorney's fees and costs in connection with any suit, arbitration or other proceeding which is or shall be brought to enforce or collect the full amount of the contract or compensation or to enforce the terms hereof.  
IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

The Village of Downers Grove  
Signer: Michael Baker  
P.O. Box 1821  
Ojai, CA 93023-1821  
Contact: Jim Lenz/Paradise Artists 805-646-8433  
Email: jim@paradisearchists.com

Vertical Horizon, Inc.  
Jill Timmons  
7315 Wisconsin Ave., Ste. 420 East  
Bethesda, MD 20814-3208  
Phone: 301-654-6555

X \_\_\_\_\_  
Signature of PURCHASER (or Agent thereof)

X   
Signature of Signatory ARTIST (or COMPANY thereof)



VILLAGE OF DOWNS 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 *Vertical Horizon*, *Vertical Horizon*, shall be responsible for all injuries, death, losses, damages, claims, suits, liabilities, costs and expenses which may arise directly or indirectly. *Vertical Horizon* shall indemnify, keep and hold harmless the Village of Downers Grove where a loss was caused by the acts or omissions of *Vertical Horizon*, its employees or subcontractors.
3. In the event that *Vertical Horizon* 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 *Vertical Horizon* of the performer's inability to perform.

VILLAGE OF DOWNS GROVE

VERTICAL HORIZON

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Village Manager or Designee

ARTIST CORPORATION INFO.  
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ARTIST: VERTICAL HORIZON

Vertical Horizon, Inc.  
7315 Wisconsin Ave., Ste. 420 East  
Bethesda MD 20814-3208

Federal ID. no.: 54-1671241

Names of all musicians	Local union no.	SS# or SIN #	
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Keith Kane		CALL	
Matt Scannell		CALL	BAND LEADER
Sean Hurley	171	CALL	

## Vertical Horizon Contract Rider

This rider attached hereto and made part of the contract dated 4-3-08 by and between VERTICAL HORIZON INC. (hereinafter referred to as "Artist" and Village of Downers Grove, IL (hereinafter referred to as "Purchaser").

Purchaser agrees to meet the following requirements at his/her expense:

1. **BILLING:** In all headline situations Artist shall receive 100% headline billing. All other acts must be cleared through Artist's agency prior to confirmation of support act. When not headlining, Artist shall always receive 100% special guest star billing. In all advertising and publicity Artist shall be billed as:

### VERTICAL HORIZON

2. **FORCE MAJEURE:** 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/or any act of order of any public authority or any cause, similar or dissimilar, beyond 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 events of any kind of character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.

3. **INCLEMENT WEATHER:** 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 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.
4. **CONTROL OF PRODUCTION:** Artist shall have the sole and exclusive control over the production, presentation, and performance of the entertainment unit in connection with the engagement, including but not limited to, the details, means, and methods of the performance of the entertainment unit and each member hereof, and the persons to be employed by Artist in performing the provisions hereof on Artist's part to be performed. It is specifically understood and agreed that a representative of the Artist shall have sole and absolute authority in directing personnel operating all lighting and sound equipment during rehearsal and each performance scheduled herein.
5. **SECURITY:** Purchaser will provide an experienced, properly trained, cooperative security staff capable of safeguarding Artist's personnel, equipment, and vehicles from the time of their arrival at the venue until their final departure. A sufficient number of guards shall be provided for the stage and backstage areas to insure that no unauthorized persons will be on stage or backstage at any time, particularly during the performance. All security staff shall comply with security requests made by Artist's Tour Manager. Artist's laminated tour passes will be afforded total access to any part of the venue. Only these passes will be allowed backstage during the show except for working personnel.
6. **APPROVAL OF OTHER PERFORMERS:** Artist reserves the approval right of any other persons to appear in conjunction with this performance and the right to determine the length and nature of their performance(s). A violation of this clause shall entitle Artist to refuse to furnish the performers described herein but Purchaser shall remain obligated to make all payments herein set forth. Purchaser agrees there will be no Master of Ceremonies, no welcoming speeches, no introductions, and no ceremonies at intermission except as Artist may direct.
7. **REPRODUCTION OF PERFORMANCE (Photos, Audio, Video Recording):** Artist allows all forms of audio and video recording but does not allow direct soundboard feeds. However, Artist may restrict any

- and all forms of recording at their sole discretion. There will be no flash cameras allowed. There will be no onstage access for photographers.
8. **PURCHASER ASSUMES LIABILITY:** Except as otherwise herein specifically provided Purchaser hereby assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities, and damages related to or based upon the presentation or production of the show or shows in which Artist is to appear hereunder.
  9. **ADVERTISING:** Artist must approve all advertising, including but not limited to, print, radio, and television. Prior to publication or broadcast, purchaser agrees to fax a mock-up of ad copy to Artist's management. Artist must be allowed a reasonable amount of time to either approve or make changes. Please fax to Doug Thaler at 212-719-9394 and to Kevin Daly at Monterey Peninsula Artists at 831-375-2623. Monterey Peninsula Artists has provided the approved photo to be used in all advertising and promotion. No other photo, picture, graphic, etc., can be used unless approved in writing in advance by Artist.
  10. **RADIO STATION OR PRODUCT CO-PRESENTS, PROMOTER CO-PRESENTS:** All forms of sponsorship, whether part of an ongoing series or specifically for Artist's show, must be authorized by Artist's representative. Any proposal for radio station co-presentation of this show, including any tie-in with a radio, TV, newspaper, or product, must be cleared with and approved by Artist prior to any confirmation of such tie-in, co-present, or co-promote. Also, any co-promote situation with any promoter other than contract signer as shown will first need approval of Artist.
  11. **BOX OFFICE AND SETTLEMENTS:** Artist's Road Manager shall be provided with a complete sales accounting at closing of box office. This accounting shall include a signed/notarized manifest from the ticket printing company, as well as originals and photocopies of all show expenses/billings. Percentage breakpoint to be adjusted on night of show during the settlement to reflect actual costs of show. Expenses not to exceed original budget without prior authorization from Artist's Representative. All payments to Artist are to be made in cash unless specific arrangements are made prior to the day of the performance with the Artist's agency. There will be no change in ticket price or number of tickets sellable without the permission of Artist Representative. The specific capacity, gross potential and ticket price breakdown of the facility where the Artist is to perform under this agreement, must be clearly printed on the face of the A.F. of M. contract to which this agreement is attached.
  12. **GUESTS AND COMPS:** Purchaser agrees to make available to Artist, at no charge, up to 25 of the best seats in the house for the Artist's guests.
  13. **FAILURE TO FULFILL OBLIGATIONS:** 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 herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this contract, shall retain any amounts therefore paid to Artist by Purchaser, and Purchaser shall 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 cancel this engagement by notice to purchaser to that effect, and in such event Artist shall retain any amount theretofore paid to Artist by Purchaser.
  14. **MODIFICATION:** 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 law of the State of ~~California~~ <sup>ILLINOIS</sup>. Nothing in this agreement shall require the performance of any act contrary to the law or the rules and regulations of any union, guild or similar body having jurisdiction over services of Artist or over the performances hereunder. Whenever there is a conflict between any provisions of this contract and any law, or any such rule or regulation of any such union, guild, 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 of the provisions hereof, or otherwise.

**15. INDEMNIFICATION:**

- a. Purchaser agrees to indemnify and hold harmless Artist and its employees, contractors, and/or agents from and against any and all claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses, or judgments arising out of, or in connection with, any claim, demand, or action made by any third party, if such are sustained as direct or indirect consequence of the **actions or inactions of the PURCHASER,** engagement.
- b. Purchaser shall also indemnify and hold harmless Artist and its employees, contractors, and/or agents from and against any and all loss, damage, and/or destruction occurring to 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 **ACT OF GOD. ACTS OR OMISSIONS of Purchaser,**

16. **TAXES:** 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.

17. **INSURANCE:** Purchaser agrees to provide comprehensive general insurance (including without limitation, coverage to protect against any and all injury to persons 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 of less than One Million Dollars (\$1,000,000.00) 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 or independent contractors are in place of performance. Artist, and/or its employees, contractors, agent for the engagement, Monterey Peninsula Artists, and managers shall be listed as Additional Insureds under such insurance and this shall be indicated on the pertinent certificate of insurance. Purchaser also agrees to provide a policy of Workman's Compensation covering all of Purchaser's employees, and/or third party contractors. Purchaser further agrees to provide full at 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 loss of, the instruments and equipment so provided. 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 rights or Purchaser's obligations hereunder. The Purchaser warrants that he/she has complete and adequate public liability insurance. This certificate must be presented to the Artist upon request.

**18. MERCHANDISING:**

- a. Artist shall have sole and exclusive right to sell souvenir materials, including but not limited to, programs, shirts, and hats in connection with and at the place of engagement hereunder. Artist shall retain 100% of all proceeds from such sales.
- b. Absolutely no merchandise (including t-shirts, brochures, etc.) bearing the Artist's name or likeness shall be printed, manufactured, or sold without express written permission of the Artist or the Artist's Representative. Any items sold bearing the Artist's name or likeness are subject to advance agreement for Artist's percentage of the gross revenue for such sales.
- c. Purchaser shall provide adequate space for Artist's designee to vend such material, and agrees that Artist's designee shall, as it may require, have access to any and all facilities and any and all areas adjacent to the venue.

19. **INTERVIEWS:** All interviews for the news media must have prior approval of the Artist. Only bonafide press or broadcast interviews will be granted.

20. **CONTRACT AND RIDER FULLFILLMENT:** Purchaser or representative with full decision making power must be in the hall and accessible for load in until two hours after the show ends. In the case of any conflict of terms, the terms of this rider shall prevail over any other. All terms of this rider are accepted by Purchaser unless they are waived by the Artist.

**AGREED AND ACCEPTED:**

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Purchaser

Date

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Vertical Horizon Inc.

Date

## CONTACTS

**BOOKING**

Monterey Peninsula Artists  
 509 Hartnell Street  
 Monterey, CA 93940

831-375-4889 (office)  
 831-375-2623 (fax)

**MANAGEMENT**

Doug Thaler  
 Metropolitan Talent  
 Hybrid Recordings  
 100 Fifth Ave., 11th Floor  
 Ny, NY 10011  
 ph: 212-277-7190  
 fx: 212-719-9396  
 email: doug@metrohybrid.com



# VERTICAL HORIZON

as of: March 2006

## HOSPITALITY RIDER

THE FOLLOWING ARE THE DRESSING ROOM HOSPITALITY REQUIREMENTS FOR VERTICAL HORIZON :

- 1) VEGAN SANDWICH TRAY (SLICED BEEFSTEAK TOMATOES, ONION, LETTUCE, PROV./SWISS/COLBY SLICED CHEESES, E)
- 2) VEGETABLE TRAY (CELERY, CARROTS, BELL PEPPERS, BROCCOLI, CALIFLOWER, ETC. W/DIP) FOR EIGHT (8)
- 3) FRUIT TRAY (STRAWBERRIES, APPLES, PINEAPPLE, CHERRIES, BANANAS, KIWI, BLUEBERRIES, ORANGE SLICES, ETC.)
- 4) PEANUT BUTTER (ALL NATURAL/SMOOTH) AND STRAWBERRY JAM
- 5) 3 TYPES OF GOOD BREAD/SANDWICH BUNS (WHITE, WHOLE GRAIN WHEAT, RYE-NO WONDER BREAD)
- 6) HUMMUS (ORGANIC, IF POSSIBLE) AND ASSORTED PITA BREADS (ENOUGH TO SERVE 8 PEOPLE)
- 7) ALL CONDIMENTS (NO EGG MAYO, KETCHUP, MUSTARD, MAYONAISE, RELISH, HOT SAUCE)
- 8) PLASTIC UTENSILS, PAPER PLATES, BOWLS AND NAPKINS
- 9) ~~1 CASE OF DOMESTIC BEER ("SAM ADAMS" OR BEER OF SIMILAR QUALITY)~~
- 10) ~~1 CASE OF CORONA~~
- 11) ~~1 LITER CAPTAIN MORGAN RUM~~
- 12) ~~2 BOTTLES OF WINE (MERLOT OR SHIRAZ) (CLOU DU BOIS, BLACKSTONE, JAGGS'S CREEK RESERVE, ETC.)~~
- 13) 2 CASES BOTTLED SPRING WATER (500ML BOTTLES) (F.L.J, POLAND SPRINGS, DANNON, ETC.)
- 14) 12 CANS ARIZONA ICED TEA (GINGENG AND GREEN TEA FLAVORS)
- 15) 1 CASES ASSORTED COKE PRODUCTS (COKE, SPRITE, MOUNTAIN DEW, MR. PIBB, DIET COKE, ROOT BEER)
- 16) 1 BOX THROAT COAT TEA
- 17) 2 BAGS RICOLA SUGAR-FREE, HERBAL FLAVOR THROAT LOZENGES
- 18) HONEY (SQUEEZE BOTTLE PLEASE)
- 19) 1 BAG OF BAKED LAYS POTATO CHIPS (REGULAR FLAVOR) AND 1 BAG OF PRETZELS
- 20) 1 BAG CHEETOS, OR TORTILLA CHIPS/SALSA
- 21) ~~1 POUND STARBUCKE FRENCH ROAST, BREAKFAST BLEND, OR ESPRESSO ROAST WHOLE BEAN COFFEE WITH GRIN~~
- 22) ~~FULL COFFEE SERVICE, W/HALF AND HALF, SUGAR, SPLENDA, EQUAL, SWEET-N-LOW, FLAVORED CREAMERS, ETC. (AVA~~
- 23) ASSORTED CANDY BARS AND COOKIES (BE CREATIVE)
- 24) (6) SIX, POWER BARS, BALANCE BARS (ASSORTED FLAVORS)
- 25) 12 BOTTLES ASSORTED JUICES (APPLE, GRAPE, ORANGE, AND CRANBERRY- 100% JUICE VARIETIES ONLY)
- 26) 8 BOTTLES GATORADE ASSORTED FLAVORS (1 LITRE)
- 27) ~~(6) 8 OZ. CONTAINERS OF ASSORTED FRUIT FLAVORED YOGURT (DANNON OR YOPLAIT)~~
- 28) ~~2 CONTAINERS OF FLAVORED SOY YOGURT (STRAWBERRY, PEACH, VANILLA, OR RASPBERRY)~~
- 29) ~~1 BOX OF CEREAL (RAGIN BRAN, FRUIT LOOPS, OR FROSTED MINI-WHEATS)~~
- 30) ~~1 KELLOGG'S MULTI-PACK ASSORTMENT OF CEREAL.~~
- 31) ~~1 QUART 2% MILK~~
- 32) ~~1 CARTON 30Y MILK~~
- 33) 1 BOX REGULAR GARDEN BURGERS
- 34) 1 BOX ICE CREAM SANDWICHES OR ITALIAN ICE (ASSORTED FLAVORS)
- 35) 16 TOWELS
- 36) \$20.00 CASH BUYOUT X 10 PEOPLE (WHEN CATERING IS NOT PROVIDED)
- 37) 6PR MENS, BLACK, CREW SOCKS (100% COTTON ONLY, PLEASE)
- 38) AFTER SHOW FOOD- PER ADVANCE (PLEASE HAVE MENUS AVAILABLE)

VERTICAL HORIZON HAS 3 STRICT VEGETARIANS. ANY CHANGES OR OMISSIONS MUST BE DISCUSSED IN ADVANCE WITH TOUR MANAGER OR ARTISTS REPRESENTATIVE. ACCEPTABLE VEGGIE MEALS INCLUDE PORTABELLO MUSHROOMS, EGGPLAI VEGETABLE LASAGNA, VEGETABLE STUFFED BELL PEPPERS, ASSORTED GRILLED MIXED VEGETABLES, BAKED POTATOES, ETC. IF YOU HAVE ANY QUESTIONS CONCERNING THIS RIDER PLEASE CALL JAY PHEBUS @ 601-918-0660

X  
Hospitality will be provided at the venue. Also a meal for (10) TEN will be provided before or after the show and will be worked out per advance.

This municipality is unable to provide any alcoholic beverages.

# **VERTICAL HORIZON**

AS OF: MARCH 2006

## **TECHNICAL REQUIREMENTS**

### **SOUND REINFORCEMENT**

THE **SOUND REINFORCEMENT SYSTEM** SHOULD CONSIST OF THE FOLLOWING :

A STEREO, STATE-OF-THE-ART, 3, 4, OR 5 WAY ELECTRONICALLY CROSSED-OVER SPEAKER ARRAY ABLE TO DEVELOP 110 DBA AT THE FRONT OF HOUSE MIX SITE (75 FEET MAXIMUM) WITH NO AUDIBLE DISTORTION. (JBL, VERTEC, V-DOSC, E.A.W., E.V. X-ARRAY, MEYER, TURBOSOUND)

THE **FRONT OF HOUSE MIXING CONSOLE** SHOULD BE A MINIMUM OF 40x8xSTEREO. EACH CHANNEL SHOULD BE ASSIGNABLE TO THE VCA'S, SUB GROUPS AS WELL AS STEREO (MAIN L & R) BUSS. ON EACH CHANNEL THERE SHOULD BE A -20 DB PAD, +48VDC PHANTOM POWER, AUDIO PHASE REVERSAL, HIGH PASS FILTER, PAN CONTROL, INDEPENDENT MUTING, AND AN INDEPENDENT INSERT POINT. THE EQUALIZATION SECTION SHOULD BE A 4 BAND PARAMETRIC TYPE. THERE SHOULD BE A MINIMUM OF 8 DISCREET AUXILIARY SENDS ( SELECTABLE PRE OR POST FADER). ACCEPTABLE CONSOLES ARE MIDAS, YAMAHA PM SERIES, SOUNDCRAFT SERIES 5, GAMBLE, CREST VX. ALL OTHERS MUST BE APPROVED BY BRYAN CROSS AT 206-295-4454.

AMPLIFICATION SHOULD BE CONSISTENT WITH THE SPEAKER MANUFACTURERS SPECIFICATIONS REGARDING REASONABLE HEADROOM AND/OR THE REQUIREMENTS OF THE VENUE. (CROWN MACRO, CREST, QSC).

THE **MAIN DRIVE RACK** SHOULD CONSIST OF TWO 1/3 OCTAVE, 31 BAND, GRAPHIC EQUALIZERS ( B.S.S., KLARK TECHNIK ) AND SYSTEM COMPRESSION - NO DOMINATORS ALLOWED ( B.S.S., DBX ). A CD PLAYER MUST ALSO BE PROVIDED AND BE AVAILABLE FROM LOAD IN THROUGH THE END OF THE SHOW.

THE **HOUSE EFFECTS RACK** SHOULD HAVE A MINIMUM OF TWO DEDICATED REVERB UNITS (TC, LEXICON, YAMAHA REV/SPX - ALESIS IS NOT ACCEPTABLE) AND ONE, DEDICATED DIGITAL DELAY CAPABLE OF A 2048MS DELAY ( TC, LEXICON, ROLAND ). THERE SHOULD BE TWELVE PATCHABLE COMPRESSORS ( B.S.S., DBX ). THERE SHOULD BE EIGHT PATCHABLE GATES (B.S.S., DRAWMER, PRESONUS).

### **MONITOR SYSTEM**

THE **MONITOR SYSTEM** SHOULD CONSIST OF THE FOLLOWING

VERTICAL HORIZON TRAVELS WITH A SELF-CONTAINED SHURE WIRELESS EAR MONITOR RIG. WE HAVE A 32CH MIDAS VENICE MIXING CONSOLE AND A STAGE SPLITTER SNAKE ALSO. THESE ARE FOR THE EXCLUSIVE USE OF VERTICAL HORIZON. PLEASE ADVANCE MONITOR REQUIREMENTS WITH TIM PEFFER 412-965-6884..

YOU WILL NEED TO PROVIDE WEDGE MONITORS FOR ALL SUPPORT ACTS OR OTHER BANDS ON THE BILL NOT USING THEIR OWN MONITOR SYSTEM.

### **MICROPHONES, STANDS AND CABLES**

VERTICAL HORIZON CARRIES ALL OF THE NECESSARY MICROPHONES AND DI BOXES FOR THE STAGE. WE REQUIRE A FULL CABLE PACKAGE AND MIC STAND PACKAGE.

### **ELECTRICAL**

WE REQUIRE, IN ADDITION TO ADEQUATE POWER FOR THE P.A., MONITORS, AND ANY STAGE LIGHTING, FIVE 110V, 20 AMP CIRCUITS WITH EDISON QUAD BOXES LOCATED ON THE STAGE (REFER TO STAGE PLOT FOR PLACEMENT). THESE MUST BE ON THE SAME GROUND AND NEUTRAL AS THE MAIN SOUND SYSTEM.

IF YOU HAVE ANY QUESTIONS REGARDING THIS TECHNICAL RIDER PLEASE CALL TIM PEFFER 412-965-6884.

VHT

# **VERTICAL HORIZON**

AS OF: MARCH 2006

## **RENTAL BACKLINE REQUIREMENTS**

### **DRUM KIT**

THE DRUM KIT MUST BE A YAMAHA MAPLE CUSTOM OR RECORDING CUSTOM.

14" K HI HATS, 18" K CRASH, 19" OR 20" K CRASH, 22" RIDE AND 18" CHINA CRASH ANY SERIES. (ALL ZILDJIAN)

16" x 22" KICK DRUM

9" x 12" RACK TOM TOM

14" x 6.5" METAL SNARE AND A 10" OR 12" SECOND SNARE.

18" x 16" FLOOR TOM TOM ON LEGS

16" x 16" FLOOR TOM TOM ON LEGS

1 HIGH HAT STAND

4 CYMBAL STANDS (BOOM TYPE)

1 DRUM THRONE

1 CLEARSONICS DRUM SHIELD

ALL DRUMS MUST HAVE REMO CLEAR EMPEROR ON TOP AND CLEAR AMBASSADOR ON BOTTOM FOR TOMS.

CS REVERSE DOT COATED ON SNARE TOP WITH HAZY ON BOTTOM OF SNARE AND POWERSTROKE CLEAR AMBASSADOR ON KICK.

ALL NECESSARY YAMAHA HARDWARE WITH TWO SNARE STANDS AND 2 SINGLE KICK PEDALS.

### **BASS RIG**

FENDER BASSMAN 300 WATT BASS HEAD

FENDER 8 x 10 BASS CABINET

### **GUITAR RIGS**

3EA MARSHALL JCM 2000 DSL 50 HEADS (DSL 100 IS AN ACCEPTABLE SUBSTITUTE)

3EA MARSHALL STRAIGHT FRONT 4 x 12 CABINETS WITH CELESTION GREENBACK SPEAKERS

### **VOCAL MICS**

WE WILL PROVIDE OUR MIC PACKAGE. WE WILL REQUIRE STANDS AND CABLES.

### **MONITORS**

VERTICAL HORIZON USES IN EAR MONITORS.

WE TRAVEL WITH OUR OWN MONITOR SYSTEM.

IF YOU HAVE ANY QUESTIONS PLEASE CALL BRYAN CROSS AT 206-295-4454 OR TIM PEPPER AT 412-965-6884.