ADAMS COUNTY PROFESSIONAL SERVICE AGREEMENT FOR ENTERTAINMENT FOR THE ADAMS COUNTY FAIR

THIS AGREEMENT ("Agreement") #2019.032 is made this day of
2019, by and between the Adams County Board of County
Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado
80601, hereinafter referred to as the "County," and Fleetwood Mask, located at 5310
Hazel Tine Lane, Dublin, CA 94568, hereinafter referred to as the "Contractor." The
County and the Contractor may be collectively referred to herein as the "Parties."

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 2. <u>RESPONSIBILITIES OF THE COUNTY:</u> The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. **TERM**:

- 3.1. <u>Term of Agreement:</u> The Term of this Agreement shall be from the date first written above to August 4, 2019.
- 4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of \$10,000.00.
 - 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
- 5. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its

employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. NONDISCRIMINATION:

- 6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
 - 6.1.1 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 7. <u>INDEMNIFICATION:</u> The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
- 8. <u>INSURANCE:</u> The Contractor agrees to maintain insurance of the following types and amounts:
 - 8.1. <u>Commercial General Liability Insurance:</u> to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence:

\$1,000,000

8.1.2. General Aggregate:

\$2,000,000

8.2. Workers' Compensation Insurance:

Per Colorado Statutes

- 8.3. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
 - 8.3.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so

- affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.3.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.3.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.4. <u>Licensed Insurers:</u> All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.5. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.6. <u>Proof of Insurance:</u> At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. TERMINATION:

10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

11. MUTUAL UNDERSTANDINGS:

- 11.1. <u>Jurisdiction and Venue:</u> The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations.
- 11.3. <u>Record Retention:</u> The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 11.4. <u>Assignability:</u> Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.6. <u>Force Majeure:</u> Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
 - 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;
 - 2) Immediately upon hand delivery; or
 - 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Parks and Special Events

Contact: Casandra Vossler Address: 9755 Henderson Road

City, State, Zip: Brighton, Colorado 80601-8114

Phone: 303-637-8027

E-mail: cvossler@adcogov.org

Department: Adams County Purchasing

Contact: Anna Forristall

Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601

Phone: 720-523-6297

E-mail: aforristall@adcogov.org

Department: Adams County Attorney's Office Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

Contractor: Fleetwood Mask Contact: Claudette Rodriquez Address: 5316 Hazel Tine Lane

City, State, Zip: Dublin, California 94568

Phone: 925-789-7891

E-mail: <u>fleetwoodmask2@gmail.com</u>

- 11.8. <u>Integration of Understanding:</u> This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.9. <u>Severability:</u> If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.10. <u>Authorization</u>: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.11. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 et seq. ("CORA"). The County does not guarantee the confidentiality of any records.
- 12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended

- May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto;

COUNTY MANAGER
A4111 - 71119
Raymond H. Gonzales Date
FLEETWOOD MASK
5/15/20/9 Date
Signature Date
Printed Name Rubert Zucker Manager Title
Attest: Josh Zygielbaum, Clerk and Recorder Deputy Clerk
Approved as to Form: Adams County Attorney's Office
NOTARIZATION OF CONTRACTOR'S SIGNATURE:
COUNTY OF Maricepa)STATE OF Arizona)SS.
Signed and sworn to before me this 5 day of 5 ne , 2019,
by Robert Zucker, BREANNE L WINTER Notary Public P
My commission expires on:

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Fleet Wood Mask	Tune	15,	2019	
Company Name	Date		/	
			-	
Signature				
Robert Zucker				
Name (Print or Type)	_			
Manage				
Title				

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com\employerregistration.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



Additional Contract Provisions

Contract #:

18293

The Provisions of this Contract Addendum are deemed incorporated in and part of the Concert Performance ("Engagement") identified below.

FLEETWOOD MASK Artist: Date of Show[s]: 8/3/19 Venue: ADAMS STATE FAIRGROUNDS, BRIGHTON Presenter shall provide, at no cost to producer, accommodations for cast and crew the night before and, the night of each performance day. Accommodations shall be located in the city the performance takes place and shall consist of rooms that meet or exceed AAA Tourbook requirements for lodging. DEFAULT: In the event that Presenter defaults in any payment or payments when due or breaches any covenant 2 hereof or defaults under any other written agreement with the ARTIST or is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy or reorganization or takes advantage of any insolvency law or if a receiver or trustee is appointed of any substantial portion of its or his assets and such appointment shall not be vacated within ten (10) days, The ARTIST may at its election and in its sole discretion, cancel any or all of the performances set forth in this agreement and The ARTIST may thereafter retain monies received as liquidated damages. The ARTIST, upon its exercise of its election to cancel, shall be released of all obligations under this agreement. FORCE MAJEURE AND CLAIMS LIMIT: It is understood and agreed that in the event that the ARITIST shall be delayed, hindered in, or prevented from any performance at any theater(s) by reasons of strikes, fuel crises, lockout, labor trouble, riots, insurrection, war, delay of transportation service, or other reasons beyond its control, the ARTIST shall not be liable for any claims for damages resulting from said delay, hindrance or non performance. Furthermore, in no event shall the ARTIST be liable, under the terms of this Agreement, for claims for damages in excess of Presenter's paid out-of-pocket expenditures directly related to the Production. INDEMNIFICATION: Presenter does hereby indemnify the ARTIST and shall hold the ARTIST harmless from any and STAGE, SOUND, LIGHTING, AND FRONT OF HOUSE: Presenter is responsible, at his own expense, for all facility from any related expenses including but not limited to personnel, technical equipment front of house, box office, load in and load chains out. resulting from any performany VENUE LAW, AND STATUS OF AGREEMENT: This is agreement is deamed to be made in California, to be

interpreted under California Law and the venue of all disputes shall be in the Municipal Court of Los Angeles County,

Robert Zucker

X

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ADAMS COUNTY FAIR

Gasandra Vossler 1(19 Con?

Additional Contract Provisions Page #

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3575 Cahuenga Blvd., Ste 560 Los Angeles, CA 90068



Phone: Fax:

323.655.5007 323.655.5154

CONTRACT #: 18293

Agreement made this date, Monday, February 25, 2019 by and between (herinafter referred to as Artist) and ADAMS COUNTY FAIR (herinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST

Fleetwood Mask

EXHIBITA

VENUE: Adams State Fairgrounds , Brighton, CO Phone:

Fax:

DATE(S):

Sat, Aug 3, 2019

TYPE:

Fair

Artist to Perform one (1) show approx 60 minutes in length.

No. Davs/Shws: 2 | 2

Showlime(s):

Merchandising

Load In: Snd Chck: tbd

Onstage:

Artist sell:

Doors Open:

ťbď

Ages:

Build sell:

tbd

Currew:

TERMS:

\$ 10,000.00 Flat Guarantee

Plus rider & backline

Plus accommodations (2 nights) & ground transportation

PLUS Purchaser agrees to provide and pay for S&L, backline and monitors to meet with Ariist's specifications and approval.

ADDITIONAL PROVISIONS:

PAYMENTS:

\$ 5000.00 Deposit to Harmony Artists, Inc (Fed ID# 953196365) due by: Sat, Apr 6, 2019

Signed contracts and riders due by: 4/6/19

The balance of the guarantee shall be paid to Artist or Artist's representative immediately prior to the final performance day via cash, certified/cashier's check or money order payable to Harmony Artists, Inc.

ALL PAYMENTS SHALL BE PAID BY CERTIFIED CHECK, MONEY ORDER, CASHIER'S CHECK, BANK DRAFT, OR CASH IN U.S. DOLLARS, NO PERSONAL OR COMPANY CHECKS, UNLESS OTHERWISE SPECIFIED HEREIN.

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 Artist.

It is expressly understood by the Purchaser and the Artist who are parties to this contract that neither. Harmony Artists, Inc. nor it's employees nor directors are parties to this contract in any capacity other than as Agent and, therefore that neither Harmony Artists, Inc. nor it's employees nor directors shall be liable for the performance or breach of any provision hereof.

This contract shall not be binding unless signed by all parties hereto.. Should any Additional Clause(s), Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement, and shall be signed by all parties to this contract.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Robert Zücker

C/O Harmony Artists, Inc. 3575 Cahuenga Blvd.,

Los Angeles, CA 90068

323,655,5007

Fax: 323.655,5154

BOOKING AGENT: Jerry Ross

9755 HENDERSON RD. BRIGHTON, CO. 80611

303-637-8027

Fax:

CONTACT: Casandra Vossier

2018 - Rider

Fleetwood Mask The Ultimate Tribute to Fleetwood Mac

PRODUCTION RIDER

ALL CHANGES MUST BE APPROVED IN WRITING BY ARTIST OR AUTHORIZED REPRESENTATIVE.

The following pages include information necessary for a successful and effective production of **Fleetwood Mask – The Ultimate Tribute to Fleetwood Mac**. Should any questions arise about a specific topic within the rider, please contact the following individual:

Contact: Robert Zucker - (480) 528-0968

1. ADVERTISEMENT / BILLING OF THE ACT

<u>Please be sure of the correct advertisement and/or marquee billing of this act</u>. While we require that you use the following legally registered name when submitting print, radio, or television advertisements, you may of course design your own graphics in a different style, as long as it reads or is broadcast as follows unless agreed to in writing by artist's authorized representative:

Fleetwood Mask The Ultimate Tribute to Fleetwood Mac

The act shall receive one hundred percent (100%) sole star billing (when headlining), or seventy five percent (75%) special guest star billing (when supporting) in any and all advertising and publicity, including but not limited to radio, newspaper and trade ads, fliers, posters, billboards and marquees.

2. PAYMENT

Any remaining payment due to Artist (after deposit) for performance is due and payable on day of engagement and must be paid prior to performance time, unless otherwise noted and agreed to in writing by both parties.

3. COMPLIMENTARY TICKETS

Purchaser shall make available at no charge to Artist, Ten (10) complimentary tickets (with reasonable location from stage) per show.

4. FACILITIES

Purchaser agrees to furnish all that is necessary for the proper presentation of the Act, including a suitable and safe facility, ventilated, lighted and in good working order, with a suitable stage, theater, hall, auditorium or open area large enough to accommodate the anticipated crowd. When performing outdoors, stage must be covered. Purchaser agrees to meet all safety, fire, and all other laws and ordinances.

The Purchaser shall provide for the Artist, two clean, private dressing rooms with AC outlets, mirror, wardrobe, and heat and/or air conditioning as necessary. It is imperative that this area be secure and lockable.

5. HOSPITALITY

Before, during and after sound check, Purchaser shall provide assorted beverages (no alcohol) and snacks for the Artist and/or crew. At conclusion of sound check, Purchaser shall provide seven (7) hot, sit-down meals for Artist and crew. If it is not possible to provide hot sit-down meals, the Purchaser shall provide to Artist a cash buyout of \$25.00 per person at least three hours prior to show time.

6. MERCHANDISING

Artist shall have the sole and exclusive right, but not the obligation, to sell Artist's souvenir merchandise in connection with and at the performance hereunder, and the receipts therefrom shall belong exclusively to the Artist. Purchaser shall provide adequate space for sale of said merchandise. Artist requests someone to sell.

7. BOX OFFICE PROVISIONS - NIA Free Show 1/2

On all ticketed events, purchaser shall provide a confidential detailed box office report to Artists' representative within 48 hours of the event. Any and all notification to third party box office reporting services is prohibited unless approved by Artist Representative. In the event the payment to Artist shall be based in whole or in part on receipts of the performance(s) herein, Purchaser agrees to deliver to Artist a certified statement of the gross receipts of each performance within two (2) hours following such performance. In the further event that the payment of Artist's share of said performance(s) receipts is based in whole or in part upon expenses related to the engagement, Purchaser shall verify by paid receipts, canceled check or similar documents all such expenses or they shall not be included as an expense of the engagement. Artist shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of Purchaser relating to gross receipts of this engagement only.

8. LODGING AND TRANSPORTATION

Purchaser shall provide ex (5) rooms for one (1) nights at a first class quality hotel. Purchaser shall provide all ground transportation for Artists.

9. PROMOTIONS

When scheduling allows, Artist can be available to assist in promotional efforts (ie: radio spots, meet & greets, etc.). If Purchaser wishes to take advantage of this, it must be coordinated with Production Contact Person. Purchaser agrees not to commit Artist to any appearances, interviews or any type of promotion without Artist's prior written permission.

10. REPRODUCTION

No portion of the Artist's performance may be broadcast, photographed, recorded, filmed, taped, or embodied in any form for the purpose of reproduction without Artist's prior written consent. Purchaser's request for such consent needs to be directed to the Production Contact Person. Anyone granted permission to photograph and/or record the performance shall provide complete copies of said reproductions to the Artist.

11. CONTROL OF PRODUCTION

Artist shall have the sole exclusive control over the production, presentation, and performance of the engagement, including but not limited to the details, means and methods of performing, and persons employed by Artist. Artist shall have sole and absolute authority in directing personnel operating all lighting and sound equipment.

12. SECURITY

The Purchaser shall provide both reasonable and adequate security for the Artist and the audience. If it is necessary for the Artist to pass through the audience so as to access the dressing room or the stage, Purchaser shall provide adequate security personnel to prevent unauthorized access to the stage and/or backstage area (including equipment storage area).

13. INSURANCE AND LIABILITY

Purchaser shall indemnify Artist's employees, contractors and all agents for all losses sustained in direct reensequence of the performance of their professional services. Purchaser shall also indemnify Artist against any and all damage occurring to Artist's equipment at the venue, including but not limited to, damage suffered due to inclement weather.

Purchaser will be responsible for and maintain public liability and property damage insurance for any claim of loss, injury or damage caused by Purchaser, Purchaser's agents, employees or patrons. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000.00).

14. PERMITS, LICENSES, TAXES, ETC.

Purchaser shall obtain and pay for all licenses, permits, certificates, authorizations or other approval required to

be obtained from any union, guild, public authority, performing rights society or other entity properly having jurisdiction over the engagement, and shall comply with and fulfill all terms, conditions and covenants as required. Purchaser shall also pay all necessary or applicable taxes, fees, dues and the like relating to the engagement.

15. INTERNATIONAL BOOKINGS

In the event the place of performance is outside the continental limits of the United States, Purchaser agrees to procure, at Purchaser's expense, for Artist and party, the necessary visas, work permits, and other documents needed or usually obtained or required by local law or regulations, to enable Artist to provide its services as outlined in the Agreement. Purchaser will be responsible for all expenses connected with Artist's airfreight; specifically, all airfares, air freighting between destinations, fees for documentation of import and export, customs clearance, terminal clearance, airport handling and transportation of Artist, Artist's party and equipment to and from the place of performance and place of lodging, etc. Purchaser shall also be responsible for, and indemnify and hold Artist harmless from and against all local, municipal, and county or government taxes, fees or levies on all income earned by Artist or Artist's employees while in the country or countries covered by the contract, and indemnify and hold Artist harmless from Artist's inability to provide its services due to delays in travel, transportation, documentation requirements, customs and terminal clearance, etc., which may result from any circumstances beyond the reasonable control of the Artist.

Purchaser shall also provide and pay for, in all countries where English is not the first language, the services of a translator with excellent English skills who is familiar with the entertainment industry and with production and concert terminology and language.

PRODUCTION RIDER (TECHNICAL)

HOUSE SOUND SYSTEM

Unless otherwise specified in writing, Purchaser shall provide a first class, professional quality sound system suitable to the venue and acceptable to the Artist. Purchaser shall also supply <u>competent</u>, <u>qualified technicians</u> to assist with set up and operation of equipment. This system must be able to deliver clear, even, distortion-free sound.

MONITORS

- 1 x wedge monitor (for Jason Moss)
- 4 x IEM transmitters & receivers (for Barbara, Claudette, Mark & Paul. Don uses wired IEMs. His monitor feed will be an XLR send)

LIGHTS

Purchaser shall provide a first class, professional, quality lighting system with competent, qualified technicians to operate it.

LOAD-IN / LOAD-OUT / SOUND CHECK

Artist requires unfettered access to venue a minimum of 5 hours before show time. Artist requires ninety (60) minutes for load-in and set-up and approximately forty-five (45) minutes for load-out. A minimum of three (3) hours shall be provided for sound check. The public may not be admitted until conclusion of sound check at Artist's discretion. Purchaser shall furnish a minimum of two (2) load-in/load-out personnel.

Backline Requirements:

Artist is very aware that equipment availability varies based on location. Please speak with rider contact if you are not able to acquire these brands and models. We have tried to specify commonly available equipment.

6 performers

Keyboards and Vocals:

Hammond X-3 organ

1 x Stereo DI

Yamaha CP-4 electric paino

2 tier, adjustable keyboard stand

2x sustain pedals

Boom mic stand

Microphone

4 x XLR cables (for keys)

1 x XLR cable (for Voice)

Lead Vocals:

Boom mic stand Microphone 1 x XLR cable (for Voice)

Guitar 1:

Gibson Les Paul (white, preferable)

Taylor cutaway electric / acoustic guitar (814 or equivalent)

2x Full-range powered 112 PA cabinets (QSC, JBL or equivalent)

3 x guitar stands

Boom mic stand

Microphone

2 x XLR cables (Helix guitar processor to snake)

2x 25' TRS Male to XLR Male (Helix to on-stage monitors)

1 x XLR cable (for voice)

1 x 10' 1/4" - 1/4" guitar cable (wireless to Helix)

***Mark will be traveling with 1 electric guitar, Helix pedalboard and wireless guitar system)

Guitar 2:

Tube combo or half stack guitar amplifier

Gibson Les Paul

Cutaway electric / acoustic guitar

2 x guitar stands

1 x mono DI (for acoustic guitar)

1 x mic (Sennheiser 906 or equivalent) for guitar amp

1 x mic stand (for guitar amp)

2 x 20' 1/4" - 1/4" guitar cable

1 x guitar tuner pedal (for acoustic)

Bass Guitar:

1 x SVT bass head

2 x SVT 410 cabs or equivalent

2 x guitar stands

2 x 20' 1/4" - 1/4" guitar cables

Drummer:

6 piece professional level drum kit (DW preferable)

22" Ride

18" Crash

18"-20" med crash

Hi-hat

All necessary hardware

DW-5000 kick pedal (or better)

Cowbell

Chimes

2 x mic stands (to mount iPad, Octapad, etc)

1 x Stereo DI

1 x Mono DI

1/8" stereo to dual 1/4" cable

1 x 10' 1/4" - 1/4" cable (for Octapad)

Misc:

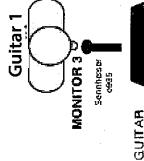
9-volt batteries (4-6)

"If the venue is unable to provide any of the equipment above, please contact Don Oberempt (<u>doberempt@gmail.com</u>) so we can coordinate other arrangements."

FM6 - IEM's + 1 WEDGE v21 UPDATED: March 2, 2018

2 OU EEET DEED

ANGEINT MC 2 **Guitar 2** info@fleetwoodmask rom **GUITAR 2** HOLAND OCTAPAD OUT TO DI-XLR GUITAR CAB PAD-RIGHT OUT TO DI-XLR MONO BACKING TRACKS IPAD-LEFT OUT TO DI-XLR MONO CLICK TRACK GUITAR STANIOS **GUITAR 1** CAB HOLLS IN-EAR 8'X10' DRUM MONITOR 4 SNARE ACOUSTIC DRUMS OVERHEADS Drums **BASS AMP** 0 V 200 Bass & CAB MONITOR 5 STAGE ≥ 24 FEET WIDE 8,4**55 G**UTAP \$14 MDS (3) **BASS PEDAL** BUILT-IN DI-TECH 21 VT DELLINE BASS **8**00× XLA MONITOR INEAR PS##800 1,23,5 SHURE WASIENT MCI



renmaza

MONITOR 2

(2) XLR LINES

YAMAHA CP4

KEYBOARD

LOWER

Keyboards

ead Vocals

KS34105

HAMMOND XK1

KEYBOARD

UPPER

Serotosos e935

JONEOR 1

(2) 1/4"MONO

STEREO DI **LINES TO**

MONITOR

PEDAL

ğ

ACOUSTIC GUITAR 2

DIXLR

ACOUSTIC GUITARS ELECTRIC AND



EFFECTS



3

LEAD AND HARMONY VOCALS DIANO / LA MAMONIN OCIO AN

LEAD AND HARMONY VOCALS / TAMBODINE AND CUANCED

(3)

(3)

EI BATDIA ALA ACCIICTIA CITTADO LEAD AND HARMONY VOCALS